BIDDING DOCUMENTS

Procurement of Consulting Services

for the

Tendering Assistance, System Design, Database Programming and Web Development for the Enhancement of the Programs and Projects Information Exchange System (PPIES)

December 2015

Section I. Instructions to Bidders

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A. General

1. Introduction

1.1. The National Economic and Development Authority (NEDA) as the Government Procuring Entity shall select a Consulting Firm (hereinafter referred to as "Consultant") for Tendering Assistance, System Design, Database Programming and Web Development for the Enhancement of the PPIES **(**hereinafter called the "**Project**") from among eligible firms that submitted compliant and responsive proposals.

1.2. NEDA has received financing (hereinafter called "funds") under the *Government Appropriations Act (GAA) Continuing Funds* hereinafter called the "Funding Source") to finance the costs of the above technical study. The NEDA now 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 **Terms of Reference (TOR)**. Proposals received shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.4. The Project shall not be phased.

1.5. **Consultants** must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the project and on the local conditions, **Consultants** are encouraged to visit **NEDA** before submitting a proposal.

1.6. **Consultants**' costs of preparing their bids and negotiating the contract, including a visit to the **NEDA**, 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 **NEDA** in accordance with ***ITB*** *Clause 3.1~~3.1~~*.

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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 **NEDA'**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 **NEDA**. 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 NEDA in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a **Consultant** hired to prepare TOR for a project shall not be recruited for the project in question.

2.2. **Consultants** shall not be related to the designated Head of the Procuring Entity (HOPE) or the designated Head of NEDA, members of the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS), its Technical Working Groups (TWG) and Secretariat, and the head of the Project Management Office (PMO) or the end-user unit, 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** proposals.

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 **NEDA** in relation to this Project may result in the rejection of its proposals. Consultants should clarify their situation in that respect with the **NEDA** before preparing its bid.

2.4. Failure by a **Consultant** to fully disclose potential conflict of interest at the time of proposals submission, or at a later date in the event that the potential conflict arises after such date, shall result in the **NEDA** 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 (CSC).

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 **NEDA** 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 NEDA 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 NEDA:

(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 NEDA, and includes collusive practices among participating **Consultants** (prior to or after proposals submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the **NEDA** of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more participating **Consultants**, with or without the knowledge of the **NEDA**, designed to establish proposal 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 proponent **Consultant** 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 **NEDA** 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)~~3.1(a)~~*.

3.3. Furthermore, the Funding Source and the **NEDA** reserve the right to inspect and audit records and accounts of a **Consultant** in the selection for and performance of a contract themselves or through independent auditors as reflected in the ***GCC*** *Clause 47~~47~~*.

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. Proposal Forms as required in ***ITB*** *Clause 9.2(c)~~9.2(c)~~*.

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 7.2~~7.2~~*.

(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 Government Procurement Policy Board (GPPB);

(f) Ensuring that each of the documents submitted in satisfaction of the procurement requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(g) Authorizing the HOPE or his duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the **Consultant**, and granted full powers and authority to do, execute and perform any and all acts necessary and/or to represent the **Consultant** in the procurement process, with the duly notarized Secretary's Certificate attesting to such fact, if the **Consultant** 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 proponent **Consultant** 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 **NEDA** shall not assume any responsibility regarding erroneous interpretations or conclusions by the **Consultant** out of the data furnished by the **NEDA**.

4.5. Before submitting their proposals, 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 proposals, and the **NEDA** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

5. Origin of Associated Goods

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. The Consultant may not subcontract portions of the Consulting Services except to an extent as may be approved by the **NEDA.** 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 *Section 2 of the Eligibility Documents* as attached in the *Request for Expression of Interest (REI).* In the event that any subcontractor is found by the **NEDA** to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.

6.3. The **Consultant** shall identify the subcontractor to whom a portion of the Consulting Services will be subcontracted at any stage of the selection process or during contract implementation. The **Consultant** shall include the required documents as part of the technical component of its proposals.

B. Contents of Bidding Documents

7. Clarifications and Amendments to Bidding Documents

7.1. Supplemental/Bid Bulletins may be issued upon the **NBAC-CS'** ini**tiative** 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 proposals. Any modification to the Bidding Documents shall be identified as an amendment.

7.2. Any Supplemental/Bid Bulletin issued by the NBAC-CS shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NEDA concerned, if available. It shall be the responsibility of all Consultants to inquire and secure Supplemental/Bid Bulletins that may be issued by the NBAC-CS. However, **Consultants** who have submitted proposals before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their proposals in accordance with ***ITB*** *Clause 19~~19~~*.

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C. Preparation of Proposals

8. Language of Proposal

The proposals, as well as all correspondence and documents relating to the proposals exchanged by the **Consultant** and the **NEDA**, 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 proposals.

9. Documents Comprising the Proposals: Technical Proposal

9.1. 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 the accountability and responsibility of the **Consultants** and shall not in any way prejudice, affect or deter the selection process, including disqualification of the **Consultant**.

(b) The number of professional staff-months shall be based on the number of professional staff-months estimated by the Consultant. Consultants are given the flexibility in determining and proposing the most appropriate time input / man-months of each of the identified/proposed key experts relative to the realization of the required activities and/or outputs under the TOR.

(c) Proposed professional staff must, at a minimum, have the experience indicated in the TOR preferably working under conditions similar to those prevailing in the Republic of the Philippines.

(d) Preferably no alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

(e) Deviations from the TOR in terms of scope and schedule of activities and number of positions/personnel may be allowed as long as justified, and will not consequently lead to financial proposals exceeding the Approved Budget for the Contract (ABC).

9.2. The Technical Proposal shall contain the following information/documents:

(a) Proposal security as prescribed in ***ITB*** *Clause 1414*. If the proponent/Consultant opts to submit the proposal security in the form of:

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(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.

(b) 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 the Section IV. Proposal Forms:

(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~~*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 or joint venture (JV). 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 NBAC-CS.

(ii) A 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~~*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 **NEDA**, 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 ~~*TPF 3.* Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the~~ NEDA) 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 **NEDA** that work required to implement any such improvements, are included in the inputs shown on the **Consultant's** Staffing Schedule.

(vii) 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~~*TPF 6.* Format of Curriculum Vitae (CV) for Proposed Professional Staff~~.

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(viii) Only one CV for each consultant involved in the Project may be submitted for each position.

(ix) The NEDA 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:

(ix.1) failed to state nationality on the CV; or

(ix.2) the CV is not signed in accordance with paragraph (ix) above.

(c) Sworn statement in accordance with *Section 25.2(b)(iv)* of the Revised IRR of RA 9184 and using the form prescribed in *Section IV. Proposal Forms*~~*Section IV. Proposal Forms*~~**.**

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10. Documents Comprising the Proposals: Financial Proposal

10.1. 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.

10.2. The Financial Proposal requires completion of three (3) forms, particularly, FPF 1, FPF 2, and FPF 3.. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity.

10.3. 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.

10.4. The **Consultant** shall be subject to Philippine taxes on amounts payable by the **NEDA** under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **NEDA**

shall withhold the applicable withholding taxes as implemented under existing revenue regulations [e.g., 5% - Value Added Tax (VAT) and 2% - Expanded Withholding Tax (EWT)].

10.5. 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).

10.6. Total calculated financial proposal prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) of **TWO MILLION FIVE HUNDRED TWENTY THOUSAND PESOS (PhP2,520,000.00)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs which shall be paid on a reimbursement basis, shall not be considered.

11. Alternative Proposals

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

12. Proposal Currencies

12.1. All proposal prices shall be quoted in Philippine Pesos. However, for purposes of proposal evaluation, proposals denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the opening of proposals.

12.2. If so allowed in accordance with **ITB** Clause 12.1, the NEDA for purposes of proposal evaluation and comparing the proposal prices will convert the amounts in various currencies in which the proposal 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 opening of proposals.

12.3. Payment of the contract price shall be made in Philippine Pesos.

13. Proposal Validity

13.1. Proposals shall remain valid until one hundred twenty (120) calendar days from the date of the opening of proposals.

13.2. In exceptional circumstances, prior to the expiration of the proposal validity period, the **NEDA** may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. The proposal security described in ***ITB*** *Clause 14~~14~~* should also be extended corresponding to, at least, the extension of the proposal validity period. A Consultant may refuse the request without forfeiting its proposal security, but his proposal shall no longer be considered for further evaluation and award. A

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Consultant granting the request shall not be required or permitted to modify its bid.

14. Proposal Security

14.1. The proposal security, issued in favor of the NEDA shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Proposal Security	Amount of Proposal 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

14.2. The proposal security should be valid until 120 calendar days from the date of opening of technical proposals. Any proposal not accompanied by an acceptable proposal security shall be rejected by the NEDA as non-responsive.

14.3. No proposal securities shall be returned to the **Consultants** after the opening of proposals 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, proposal securities shall be returned only after the proponent with the Highest Rated and Responsive Proposal has signed the contract and furnished the performance security, but in no case later than the expiration of the proposal security validity period indicated in **ITB** Clause 14.

14.4. Upon signing and execution of the contract pursuant to **ITB** Clause 29, and the posting of the performance security pursuant to **ITB** Clause 30, the Consultant's proposal security will be discharged, but in no case later than the proposal security validity period as indicated in **ITB** Clause 14.

14.5. The proposal security may be forfeited:

(a) if a Consultant:

(i) withdraws its proposal during the period of proposal validity specified in **ITB** Clause 14;

(ii) does not accept the correction of errors pursuant to **ITB** Clause 10.6;

(iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 26.2; or

(iv) The following are additional grounds for forfeiture of the proposal security:

1. Submission of eligibility requirements containing false information or falsified documents.

2. Submission of proposals that contain false information or falsified documents, or the concealment of such information in the proposals 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 proposal, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Consultant had been adjudged as having submitted the Highest Rated Proposal.

5. Refusal or failure to post the required performance security within the prescribed time.

6. Refusal to clarify or validate in writing its proposal 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 Consultant to unduly influence the outcome of the selection in his favor.

8. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from the procurement process, submitting late proposals or patently insufficient proposal, 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 29; or

(ii) fails to furnish performance security in accordance with **ITB** Clause 30.

14.6. In order to enhance competition and Consultants' participation, reduce transactional costs, and promote economy in procurement activities of the government, the Consultant shall have the option to submit a duly notarized **Bid Securing Declaration (BSD)** in lieu of the proposal security in the form and amount enumerated under Section 15.1.

14.7. BSD is an undertaking by a prospective Consultant, 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.

14.8. The BSD shall comply with the standard format attached hereto as **Annex "A"** and shall be submitted to the procuring entity in the manner prescribed under Sections 25 and 27 of the Revised IRR or RA 9184.

14.9. The BSD shall be valid for a reasonable period determined by the HOPE concerned and indicated in the bidding documents, which in no case shall exceed one hundred twenty (120) calendar days from the date of the opening of technical proposals, unless duly extended by the proponent upon the request of the HOPE.

14.10. The BSD shall automatically expire in the following instances:

a.) Upon expiration of the proposal validity period, or any extension thereof pursuant to Section 28.2 of the Revised IRR or RA 9184;

b.) When all proponents are declared ineligible or post-disqualified and, upon receipt of the notice therefore, either failed to timely file a request for reconsideration or filed a waiver to avail of said right;

c.) When the Consultant declared as having the Highest Rated and Responsive Proposal has furnished the performance security and signed the contract.

14.11. The BSD shall be enforced when the Consultant commits any of the following:

a.) Withdraws its proposal during the period of proposal validity required in the bidding documents; or

b.) Fails or refuses to accept the award and enter into contract or perform any and all acts necessary to the execution of the contract, in accordance with the bidding documents, after having been duly notified of the acceptance of its Proposal during the period of proposal validity.

14.12. Commission of any of the acts mentioned in **Section 15.11** shall merit the following sanctions:

a.) Penalty of automatic blacklisting for two (2) years in all government procurement activities; and

b.) Payment of fine equivalent to the amount in cash subject to the following rules:

i.) In case of multiple proponents, the difference between the evaluated Financial Proposal prices of the Consultant with the Highest Rated Proposal and the Consultant with the next Highest Rated Proposal, and so on. However, as regards the Consultant with the highest rated proposal, the amount shall be based on the difference between the evaluated financial proposal price and the ABC.

ii.) In case of a single proponent, the difference between the evaluated financial proposal price and the ABC.

14.13. Notwithstanding the provisions of the Uniform Guidelines for Blacklisting of Manufacturers, Suppliers, Distributors, Contractors and Consultants, the following provisions shall govern the blacklisting for purposes of this Guidelines:

a.) The **NEDA** shall immediately issue the blacklisting order upon determination of the grounds for enforcement of the BSD provided in Section 15.11 hereof.

b.) Only in cases where the notice of award (NOA) is not in conformity with the Bidding Documents may the blacklisted Consultant file a motion for reconsideration with the HOPE within three (3) calendar days from receipt of the blacklisting order.

c.) The blacklisted Consultant shall only be delisted upon the expiration of the period of penalty and payment of the fine.

15. Format and Signing of Proposals

15.1. **Consultants** shall submit their technical proposals through their duly authorized representative using the appropriate forms provided in Section IV. Proposal Forms on or before the deadline specified in the ***ITB*** *Clause 17~~17~~* in a sealed envelope. While proposals which have not been sealed may be considered, NEDA shall not be responsible/accountable for tampering of non-sealed submissions. Only firms whose technical proposal is responsive shall be requested to submit their complete eligibility documents (please refer to **EDS)** and final technical proposal. Subsequently, only those found eligible and whole technical proposal is responsive shall be requested to submit financial proposals.

15.2. Forms as mentioned in ***ITB*** *Clause 15.1~~15.1~~* 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.

15.3. The **Consultant** shall prepare an original of the first and second envelopes as described in ***ITB*** *Clauses 9~~9~~ and 10~~10~~*. In addition, the **Consultant** *shall*

submit four (4) copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

15.4. The proposal, 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.

15.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

16. Sealing and Marking of Proposals

16.1. **Consultants** shall enclose their original technical proposal described in **ITB** Clause 9 in a sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL".

16.2. Each copy of the envelope shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ – TECHNICAL PROPOSAL". These envelopes containing the original and the copies shall then be enclosed in one single envelope. While proposals which have not been sealed may be considered, NEDA shall not be responsible/accountable for tampering of non-sealed submissions.

16.3. Each Participating **Consultant** shall submit one (1) original and four (4) copies of the its technical proposal. The original and the number of copies of the proposals shall be typed or written in indelible ink and shall be signed by the proponent or its duly authorized representative/s.

16.4. All envelopes should:

(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 **NBAC-CS** identified;

(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 17~~17~~*.

Formatte

16.5. If bids are not sealed and marked as required, the **NEDA** will assume no responsibility for the misplacement or premature opening of the bid.

16.6. Consultants may opt to submit their eligibility documents together with their technical proposal, but in a separate sealed envelope bearing the information on ITB Clause 16.4 and containing the original in sealed envelope marked "ORIGINAL - ELIGIBILITY DOCUMENTS" and 4 copies marked "COPY No. ___ - ELIGIBILITY DOCUMENTS".

16.7. The same sealing and marking shall be observed for the subsequent submission of financial proposals.

D. Submission of Technical Proposals

17. Deadline for Submission of Technical Proposals

Technical proposals must be received by the **NBAC-CS**, 4th Floor, at #12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City 1605 on or before **08 December 2015 at 12:00 NN**.

18. Late Technical Proposals

Any technical proposal submitted after the deadline for submission and receipt of technical proposals prescribed by the **NEDA**, pursuant to ***ITB*** *Clause 17~~17~~*, shall be declared "Late" and shall not be accepted by the NEDA.

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19. Modification and Withdrawal of Technical Proposals

19.1. The **Consultant** may modify its technical proposal after it has been submitted; provided that the modification is received by the NBAC-CS prior to the deadline prescribed for submission and receipt of technical proposals. The **Consultant** shall not be allowed to retrieve its original technical proposals, but shall be allowed to submit another proposal equally sealed, properly identified, linked to its original proposal marked as "TECHNICAL MODIFICATION" and stamped "received" by the NBAC-CS. Technical proposal modifications received after the applicable deadline shall not be considered and shall be returned to the **Consultant** unopened.

19.2. A **Consultant** may, through a letter of withdrawal, withdraw its technical proposal after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the NBAC-CS prior to the deadline prescribed for submission and receipt of technical proposals.

19.3. Technical proposals requested to be withdrawn in accordance with ***ITB*** *Clause 19.1~~19.1~~* shall be returned unopened to the **Consultants**. A **Consultant** may also express its intention not to participate in the selection process through a letter which should reach and be stamped by the NBAC-CS before the deadline for submission and receipt of technical proposals. A **Consultant** that withdraws its technical proposal shall not be permitted to submit another technical proposal, directly or indirectly, for the same contract.

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19.4. No technical proposal may be modified after the deadline for submission of technical proposals. No proposal (technical or financial) may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the **Consultant** on the Financial Proposal Form. Withdrawal of a proposal during this interval shall result in the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its Revised IRR.

E. Evaluation and Comparison of Technical Proposals

20. Process to be Confidential

20.1. Members of the NBAC-CS, including its staff and personnel, as well as its Secretariat and Special Technical Working Group (STWG), are prohibited from making or accepting any kind of communication with any **Consultant** regarding the evaluation of their technical proposals until the issuance of the NOA, unless otherwise allowed in the case of ***ITB*** *Clause 21~~21~~*.

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20.2. Any effort by a proponent to influence the **NEDA** in the NEDA's decision in respect of technical proposals evaluation, technical proposal comparison or contract award will result in the rejection of the **Consultant's** proposals.

21. Clarification of Technical Proposals

To assist in the evaluation, comparison and post-qualification of the technical proposals, the NBAC-CS may ask in writing any **Consultant** for a clarification of its proposals. All responses to such requests for clarification shall be in writing. Any clarification submitted by a **Consultant** in respect to its proposals and that is not in response to a request by the **NEDA** shall not be considered**.**

22. Technical Proposals Evaluation

22.1. For the evaluation of technical proposals, numerical ratings shall be used. In case of individual scoring by the technical evaluators and in order to eliminate bias in evaluating the technical proposals, 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.

22.2. For complex or unique undertakings, such as those involving new concepts/technology, participating short listed consultants may be required, at the option of the **NEDA**, 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.

22.3. The entire evaluation process, including the submission of the results thereof to the Approving Authority of the NEDA for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of proposals. The Approving Authority of the **NEDA** shall approve or disapprove the recommendations of the NBAC-CS within two (2) calendar days after receipt of the results of the evaluation from the NBAC-CS.

22.4. All participating **Consultants** shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the Approving Authority of the **NEDA** of the results. Said results shall also be posted in the PhilGEPS and the website of the **NEDA**, if available, for a period of not less than seven (7) calendar days.

23. Opening and Evaluation of Technical Proposals

23.1. The NBAC-CS shall conduct a detailed evaluation of proposals following the procedures below depending on the evaluation procedure identified in the Request for Expression of Interest and ***ITB*** *Clause 1.1*.

The opening of the Technical Proposals shall be on **08 December 2015, 1:30 PM** at the 4th Floor Conference Room, National Economic and Development Authority, #12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City 1605.

The bidders or their duly authorized representatives may attend the opening of bids. All Consultants' representative/s shall secure and bring a written authority from their authorized official (e.g., president, governing boards if Corporation) to be presented to the NBAC-CS during the Opening of Technical Proposals stating that said representative is an authorized person to speak for and in behalf of their office/company.

For the evaluation procedure, the following processes for the opening and evaluation of technical proposals shall be adopted:

a) The technical proposals shall be evaluated using the criteria in ITB Clause 24.2. Consultants who meet the minimum technical score shall be requested to submit their complete eligibility documents and final technical offer. Consultants who are eligible and whose final technical proposal is responsive shall be requested to submit their financial proposals.

b) The firm with the lowest financial proposal shall be declared the lowest complying bid.

c) The Head Approving Authority of the NEDA shall approve or disapprove the recommendations of the NBAC-CS within two (2) calendar days after receipt of the results of the evaluation from the NBAC-CS.

d) After approval by the Head Approving Authority of the NEDA of the Lowest Complying Proposal, the NBAC-CS shall, within three (3) calendar days, notify and invite the consultant with the Lowest Complying Proposal for negotiation in accordance with ITB Clause 26.

23.2. The NBAC-CS evaluates the Technical Proposals on the basis of their compliance with the requirements under ***ITB*** *Clause 99* 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.

23.3. The NBAC-CS shall assign numerical weights to each of the above criteria indicated below. A proposal 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 below.

The numerical weights for each criterion are as follows:

a) Experience and capability of the Firm	=	*10%*
b) Plan of approach and methodology	=	*40%*
c) Quality of personnel to be assigned to the Project	=	*50%*

*The minimum St required to pass is **70 points**.*

The attention of the Consultant is drawn to Technical Proposal Forms~~Technical Proposal Forms~~

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23.4. 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 17~~17~~;

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(b) failure to submit any of the technical requirements provided under this ITB and TOR; or

(c) the **Consultant** that submitted Proposals or any of its partner and/or subcontractor belongs to one of the conflict of interest cases as described in **ITB** Clause 2.1 and failed to make a proper statement to that effect in the cover letter.

24. Opening of Financial Proposals

24.1. Financial Proposals shall be opened on the day of submission which will be specified by the NBAC-CS**.**

Financial Proposals shall be opened in public. All Consultants representative/s shall secure and bring a written authority from their authorized official (e.g., president, governing boards if Corporation) to be presented to the NBAC-CS during the opening of the financial proposal stating that said representative is an authorized person to speak for and in behalf of their office/company.

25. Negotiations

25.1. Negotiations shall be held at the 4th Floor OADG-IP Conference Room, NEDA-sa-Pasig #12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City. The aim is to reach agreement on all points.

25.2. 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 **NEDA** concerned; and

(e) Provisions of the contract.

25.3. No negotiations pertaining to the amount of the Financial Proposal shall be undertaken.

25.4. Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the **NEDA** expects to negotiate a contract on the basis of the experts named in the proposals. Before contract negotiations, the **NEDA** shall require assurances that the experts shall be actually available. The **NEDA** 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 proposals 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.

25.5. 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 **NEDA** 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 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 **NEDA** to ensure satisfactory implementation of the Project.

25.6. 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 **NEDA** and the **Consultant** shall initial the agreed contract. If negotiations fail, the **NEDA** shall invite the **Consultant** whose proposals received the second highest score to negotiate a contract. If negotiations still fail, the **NEDA** shall repeat the process for the next-in-rank **Consultant** until the negotiation is successfully completed.

26. Post Qualification

26.1. The NEDA shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Lowest Complying Proposal (LCP) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 9 and 10.

26.2. Within three (3) calendar days from receipt by the Consultant of the notice from the NBAC-CS that it is the LCP, the Consultant shall submit the following documentary requirements:

(a) Latest income and business tax returns. Consultants have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).

NOTE: The latest income and business tax returns (annual or quarterly) are those within the last six months preceding the date of submission of proposals.

(b) Certificate of PhilGEPS Registration; and

(c) Other appropriate licenses and permits required by law.

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

26.3. The determination shall be based upon an examination of the documentary evidence of the **Consultant's** qualifications submitted pursuant to **ITB**

Clauses 9 and 10, as well as other information as the NBAC-CS deems necessary and appropriate.

26.4. If the NBAC-CS determines that the **Consultant** with the LCP passes all the criteria for post-qualification, it shall declare the said proposal as the **Consultant** with the Lowest Complying and Responsive Proposal (LCRP), and recommend to the Approving Authority of the **NEDA** the award of contract to the said **Consultant** at its submitted price or its calculated financial proposal price, whichever is lower, subject to **ITB** Clause 28.3.

26.5. A negative determination shall result in rejection of the Consultant's proposal, in which event the **NEDA** shall proceed to the next LCP 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 LCP, and so on until the LCRP is determined for contract award.

26.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the NBAC-CS, the Approving Authority of the NEDA shall approve or disapprove the said recommendation.

27. Reservation Clause

27.1. Notwithstanding the eligibility, short listing, or post-qualification of a **Consultant**, **NEDA** 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 and qualification requirements. Should such review uncover any misrepresentation made in the eligibility, qualification and procurement 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, qualification or proposal evaluation criteria, the **NEDA** shall consider the said **Consultant** as ineligible and shall disqualify it from submitting a proposal or from obtaining an award or contract.

27.2. Based on the following grounds, the **NEDA** reserves the right to reject any and all proposals, including a single qualified proposal, declare a failure of procurement 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 procurement process:

(a) if there is prima facie evidence of collusion between appropriate public officers or employees of the **NEDA**, or between the NBAC-CS and any of the proponents, or if the collusion is between or among the proponents themselves, or between a proponent and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) if the NBAC-CS is found to have failed in following the prescribed procurement 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 **Approving Authority of the NEDA**;

(ii) If the project is no longer necessary as determined by the **Approving Authority of the NEDA**; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the NEDA.

27.3. In addition, the NBAC-CS may likewise declare a failure of bidding when:

(a) No proposals are received;

(b) All prospective proponents are declared ineligible or disqualified;

(c) All proposals fail to comply with all the proposal requirements or fail post-qualification; or

(d) The Consultant with the HRRP refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

28. Contract Award

28.1. Subject to **ITB** Clause 26, the NEDA shall award the contract to the Consultant whose proposal has been determined to be the LCRP.

28.2. Prior to the expiration of the period of proposal validity, the NBAC-CS shall notify the successful Consultant in writing that its proposal has been accepted, through a NOA 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 HRRP and submitted personally or sent by registered mail or electronically to the **NEDA**.

28.3. Notwithstanding the issuance of the NOA, 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 NBAC-CS that the Consultant has the LCRP;

(b) Posting of the performance security in accordance with **ITB** Clause 30;

(c) Signing of the contract as provided in **ITB** Clause 29; and

(d) Approval by higher authority, if required.

29. Signing of the Contract

29.1. At the same time as the NEDA notifies the successful Consultant that its proposal has been accepted, the NEDA shall send the Contract Form to the Consultant, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

29.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Consultant shall post the required performance security and sign and date the contract and return it to the NEDA.

29.3. The NEDA shall enter into contract with the successful Consultant within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

29.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning Consultant's proposals, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Bid bulletins;

(e) Performance Security;

(f) Notice of Award of Contract

(g) Notice to Proceed; and

(h) Other contract documents that may be required by existing laws.

30. Performance Security

30.1. 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 NEDA and in no case later than the signing of the contract.

30.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the NEDA 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

30.3. 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 proposal security, in which event the NEDA shall initiate and complete the post qualification of the second LCP. The procedure shall be repeated until the LCRP is identified and selected for contract award. However if no Consultant passed post-qualification, the NBAC-CS shall declare the procurement a failure and conduct a re-bidding with re-advertisement.

31. Notice to Proceed

31.1. The Notice to Proceed to the Consultant shall be issued within three (3) calendar days from the date of approval of the contract by the Approving Authority of the NEDA.

31.2. The contract shall take effect upon the Consultant's receipt of the Notice to Proceed or seven (7) days from its issuance whichever is earlier.

(ANNEX A)

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x----------x

BID-SECURING DECLARATION
Request for Expression of Interest No. : *[Insert reference number]*

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

I/We[1], the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Proposal 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[2], if I/we have committed any of the following actions:

   (i) Withdrawn my/our Proposal during the period of proposal validity required in the Bidding Documents; or

   (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Proposal during the period of Proposal validity.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the Proposal 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 Consultant with the Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

[1] *Select one and delete the other. Adopt same instruction for similar terms throughout the document.*
2 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

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

.

[Insert NAME OF CONULTANT'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. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

Section II. General Conditions of Contract

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1. Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.

(b) "Consultant" refers to the short listed consultant with the Highest Rated and Responsive Proposal determined by the NEDA as such in accordance with the ITB.

(c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GOP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the NEDA to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.

(d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.

(e) "Effective Date" means the date on which this Contract comes into full force and effect.

(f) "Foreign Currency" means any currency other than the currency of the Philippines.

(g) "Funding Source" means the FY 2014 General Appropriations Act.

(h) "GCC" means these General Conditions of Contract.

(i) "Government" means the Government of the Philippines (GOP).

(j) "Local Currency" means the Philippine Peso (Php).

(k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.

(l) "Party" means the NEDA or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at

the time of being so hired had their domicile inside the Philippines; and "Key/Organic Personnel" means the Personnel referred to in **GCC** Clause 37.

(n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(o) "Services" means the work to be performed by the Consultant pursuant to this Contract and as required in the TOR.

(p) "Sub-consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 46.

(q) "Third Party" means any person or entity other than the Government, the NEDA, the Consultant or a Sub-Consultant.

2. Headings

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

3. Law Governing Contract and Services

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

3.2. The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel of the Consultant and any Sub-Consultant, complies with the Applicable Law. The NEDA shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. The Consultant shall comply with, and strictly observe any law regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other labor laws.

4. Language

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

5. Consultants and Affiliates Not to Engage in Certain Activities

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

5.2. The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

(b) for full-time foreign staff during his/her assignment under this Contract either in his name or through the Consulting Firm, in any business or professional activities in the Philippines other than the performance of his duties or assignment under this Contract, and

(c) after the termination of this Contract, any business or professional activities in the Government's country which would conflict with the activities that have been assigned to them under this Contract.

6. Authority of Member in Charge *(in case of JV)*

The JV Members hereby authorize _____, to act on behalf of the Consultant in exercising all the Consultant's rights and obligations towards the NEDA under this Contract, including without limitation the receiving of instructions and payments from the NEDA.

7. Entire Agreement

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

8. Modification

No modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 12 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

9. Relationship of Parties

9.1. Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the NEDA and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder and the timely delivery of outputs.

9.2. The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel,

conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

10. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the NEDA or the Consultant may be taken or executed by the following officials.

For the NEDA: Hon. Rolando G. Tungpalan, Deputy Director-General

For the Consultant: _____

11. Good Faith

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

12. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 32~~32~~~~32~~ hereof.

13. Notices

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

NEDA: National Economic and Development Authority
Attention: Hon. Rolando G. Tungpalan, Deputy Director-General
Address: #12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City 1605
Telephone: 631-0960 to 65 local 608
Facsimile: 631-2186
Email Address: RGTungpalan@neda.gov.ph

Consultant: _____
Attention: _____
Address: _____
Facsimile: _____

Email Address: _____

13.2. Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of facsimiles, within four (4) hours following confirmed transmission; or
(c) in the case of telegrams, within four (4) hours following confirmed transmission.

13.3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the above provisions with respect to **GCC** Clause 13.2.

14. Warranty as to Eligibility

14.1. The Consultant represents, warrants, and confirms that it, as well as its Sub-Consultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with the eligibility documents submitted for this project**.**

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

15. Confidentiality

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

16. Payment

16.1. In consideration of the Services performed by the Consultant under this Contract, the NEDA shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 49 of this Contract. However, the NEDA may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

16.2. Payment will be made to the Consultant through check to be picked-up by the Consultant's representative at the NEDA Cashier's office.

16.3. A retention payment of 10% shall be withheld. It shall be based on the total amount due to the Consulting Firm prior to any deduction and shall be

retained from every progress payment until 50% of the value of Study, as determined by NEDA, are completed. If, after 50% completion, the Study is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the 10% retention shall be imposed.

16.4. The total "retention money" shall be due for release upon approval of the Final Report. The Consulting Firm may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to NEDA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the 10% retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of NEDA shall be valid for the duration of the contract.

17. Currency of Payment

All payments shall be made in Philippine Pesos.

18. Liability of the Consultant

The Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Consultant is a joint venture, all partners to the joint venture shall be jointly and severally liable to the NEDA.

19. Insurance to be Taken Out by the Consultant

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

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

20. Effectivity of Contract

This Contract shall take effect on the date of the Consultant's receipt of the NTP, or seven (7) days from the issuance of such notice, whichever is earlier.

21. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 20.

22. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 25 or 26 hereof, this Contract shall terminate one (1) month after the issuance by NEDA of the Certificate of Completion and Satisfactory Service or such other time period as the parties may agree in writing.

23. Force Majeure

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

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

23.3. Unless otherwise agreed herein, force majeure shall not include:

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees;

(b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;

(c) insufficiency of funds or failure to make any payment required hereunder; or

(d) the NEDA's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

23.4. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.

23.5. A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

23.6. The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.

23.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.

23.8. During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the NEDA suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 24 and 25 hereof with the exception of the direct and proximate result of force majeure.

23.9. Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

23.10. In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 32 hereof.

24. Suspension

24.1. The NEDA shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure; and

(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

24.2. The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 26, by written notice of suspension, suspend the Services if the NEDA fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

25. Termination by the NEDA

25.1. The NEDA shall terminate this Contract when any of the following conditions attends its implementation:

(a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the NEDA pursuant to a request made by the Consultant prior to the delay;

(b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the NEDA stating that the circumstance of force majeure is deemed to have ceased;

(c) In whole or in part, at any time for its convenience, the Head of the NEDA may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;

(d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NEDA and/or the Consultant;

(e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):

(f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 13.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the NEDA may have subsequently approved in writing;

(g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 32 hereof; or

(h) The Consultant fails to perform any other obligation under the Contract.

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

26. Termination by the Consultant

The Consultant must serve a written notice to the NEDA of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the NEDA with regard

to such written notice within thirty (30) calendar days after the receipt thereof by the NEDA. The Consultant may terminate this Contract through any of the following events:

(a) The NEDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;

(b) The NEDA's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 32 hereof

(c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) The NEDA fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 30 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

27. Procedures for Termination of Contracts

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

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the NEDA shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the NEDA, the Head of the NEDA shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:

(i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and

(iv) special instructions of the NEDA, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the Head of the NEDA a verified position paper stating why this Contract should not be terminated. If the

Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the NEDA shall issue an order terminating this Contract;

(d) The NEDA may at anytime before receipt of the Consultant's verified position paper withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the NEDA shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

(f) The Head of the NEDA may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the NEDA.

28. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 25 or 26 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, and equipment and materials furnished by the NEDA or purchased by the Consultant under this Contract, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 33 or 34 hereof.

29. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 25 or 26 hereof, the NEDA shall make the following payments to the Consultant:

29.1 in the case of termination pursuant to **GCC** Clause 25.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

30. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 25.1 or in **GCC** Clause 26 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 32 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

31. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 25 or 26 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 22, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in **GCC** Clause 15 hereof; and

(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 47.1(b) and 47.1(c) hereof, any right which a Party may have under the Applicable Law.

32. Dispute Settlement

32.1. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

32.2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

33. Documents Prepared by the Consultant and Software Developed to be the Property of the NEDA

33.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the NEDA under this Contract shall become and remain the property of the NEDA, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the NEDA, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Future use, reproduction, distribution or citation of such property by the Consultant for any purpose is prohibited unless written consent is given by the NEDA.

33.2. Computer programs developed by the Consultant under this Contract, if any, shall be the sole and exclusive property of the NEDA; provided, however, that the Consultant may use such programs for its own use with prior written approval of the NEDA. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the NEDA's prior written approval to such agreements. In such cases, the NEDA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

34. Equipment and Materials Furnished by the NEDA

Equipment and materials which may be made available to the Consultant by the NEDA, or purchased by the Consultant out of this Contract, shall be the property of the NEDA and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the NEDA an inventory of such

equipment and materials and shall turnover to NEDA such equipment and materials in accordance with the NEDA's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the NEDA in writing, shall insure it in an amount equal to their full replacement value. The NEDA is not obliged to provide equipment and materials to the Consultant under this Contract.

35. Services, Facilities and Property of the NEDA and

The NEDA is not obliged to provide services, facilities and property to the Consultant under the Contract but may provide assistance to the Consultant to the extent possible pursuant to GCC Clauses 45. The Consultant shall be responsible for the provision of the necessary project office space, which shall be within close proximity to NEDA, for the key/organic personnel and support staffs as well as the Government's detailed personnel, including the necessary office equipment and furniture for the conduct of the Study.

36. Consultant's Actions Requiring NEDA's Prior Approval

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

(a) entering into a subcontract for the performance of any part of the Services, it being understood that:

(i) the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the NEDA prior to the execution of the subcontract; and

(ii) the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract. The approval by the Government of the assignment of any part of said services or of the engagement by Consulting Firm of sub-contractors to perform any part of the same shall not relieve the Consulting Firm of any obligations under this Contract;

(b) replacement, during the performance of the contract for any reason, of any Personnel as listed in the Consultant's Proposal of this Contract requiring the NEDA's prior approval.

37. Personnel

37.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

37.2. The position, agreed job description and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key/Organic Personnel are described in the Proposal of the Consultant.

37.3. The Key/Organic Personnel listed in the Proposal of the Consultant are hereby approved by the NEDA. In respect of other Key/Organic Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant

shall submit to the NEDA for review and approval a copy of their biographical data and, in the case of Key/Organic Personnel to be assigned within the GOP, a copy of a satisfactory medical certificate attached. If the NEDA does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key/Organic Personnel concerned shall be deemed to have been approved by the NEDA.

37.4. The NEDA may request the Consultants to perform additional services not covered by the original scope of work but are determined by the NEDA to be critical for the satisfactory completion of the Services.

37.5. No changes shall be made in the Key/Organic Personnel, except for justifiable reasons beyond the control of the Consultant, and only upon prior approval of the NEDA. The Consultant may change its Key/Organic Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, or until after fifty percent (50%) of the Personnel's man-months have been served.

37.6. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key/Organic Personnel for reasons other than those mentioned above, the Consultant 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.

37.7. Any of the Personnel provided as a replacement under **GCC** Clauses 37.5 and 37.8, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the NEDA. Except as the NEDA may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

37.8. If the NEDA finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the NEDA's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the NEDA.

37.9. The Consultant shall hold the Government free from any and all liabilities, suits, actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by its personnel incident to or in connection with the services under this Contract. The Consulting Firm shall agree to indemnify, protect and defend at its own expense the Government and its agents from and against all actions, claims and liabilities arising out of acts

done by the Consulting Firm or its personnel in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance.

38. Working Hours, Overtime, Leave, etc.

38.1. Working hours and holidays for Key/Organic Personnel are the responsibility of the Consultant. The Consultant shall ensure that the working hours and holidays allocated to Key/Organic Personnel are appropriate for the timely accomplishment of the outputs and deliverables of the Consultant. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.

38.2. The Key/Organic Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the NEDA since these items are already deemed covered by the Consultant's remuneration. All leaves and holidays to be allowed to the Personnel are the responsibility of the Consultant. Taking of leave or holiday by any Personnel should not delay the progress and adequate supervision of the Services nor in any way prejudice the outputs and deliverables of the Consultant.

38.3. If required to comply with the provisions of **GCC** Clause 40.1 hereof, adjustments with respect to the estimated periods of engagement of Key/Organic Personnel set forth in the Consultant's Proposal may be made by the Consultant by prior written notice to the NEDA, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clauses 48.1 of this Contract. Any other such adjustments shall only be made with the NEDA's prior written approval.

39. Performance Security

39.1. Within ten (10) calendar days from receipt of the Notice of Award from the NEDA but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security, which shall be denominated in Philippine Pesos and posted in favor of the NEDA in an amount equal to the percentage of the total contract price in accordance with the following schedule and form prescribed below:

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

39.2. The performance security posted in favor of the NEDA shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.

39.3. The performance security shall remain valid until issuance by the NEDA of the Certificate of Final Acceptance.

39.4. The performance security may be released by the NEDA and returned to the Consultant after the issuance of the Certificate of Final Acceptance or Completion subject to the following conditions:

(a) There are no pending claims against the Consultant or the surety company filed by the NEDA; and

(b) The Consultant has no pending claims for labor and materials filed against it.

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

40. Standard of Performance

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

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

40.3. The Consultant shall furnish to the NEDA such information related to the Services as the NEDA may from time to time reasonably request.

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

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

The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

42. Procurement by the Consultant

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

43. Specifications and Designs

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

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

44. Reports

44.1. The deliverables for the subject Study as enumerated below shall be submitted by the Consulting Firm in three (3) hard copies to NEDA for review and/or payment processing. An electronic/soft copy shall also be submitted to NEDA on the date/period specified hereunder:

Reports/Deliverables/Outputs	**Timeline**
(a) Inception Report	One (1) month from date of NTP
(b) System Analysis Report	Two (2) months from date of NTP
(c) Minutes/Agreements of consultation meetings with concerned NEDA Regional Offices (NROs) and Central Office staffs	1 week after the conduct of meeting/consultation
(d) Alternatives Analysis Report	Six (6) months from date of NTP

(e) System Design Specifications and Use Case/Mock-up	Three (3) months from date of NTP
(f) Detailed Work Plan	
(g) Quality Assurance Module	1 week before user-testing
(h) Enhanced PPIES (Beta Version)	Within nine (9) months from date of NTP
(i) Unified NRO Management Information System (Beta Version)	Within twelve (12) months from date of NTP
(j) User Manual	1 week before the start of user training
(k) Training Manual	
(l) Summary Report on the Training Evaluation	1 week after the training
(m) List and contact details of potential service providers for the two contracts for Geographic Information System (GIS) integration	Eleven (11) months from date of NTP
(n) TOR and Rating Scheme	12 months from date of NTP
(o) Progress Reports	Every Month
(p) Billing Statements	Upon acceptance of progress report
(q) Enhanced PPIES (Final Version)	Within 24 months from date of NTP
(r) Unified NRO MIS (Final Version)	Within 24 months from date of NTP
(s) Systems' Source Codes	On the 24th month from date of NTP
(t) System Documentation Manual	On the 24th month from date of NTP

44.2. The Consultant shall submit to the NEDA all reports, deliverables and documents in English.

45. Assistance on Government Requirements

45.1. NEDA or other concerned government agencies/entities, may assist the Consultant, Sub-Consultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

45.2. NEDA or other concerned government agencies/entities, shall use its best efforts to ensure that the Government shall:

(a) provide the Consultant, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, or Personnel to perform the Services;

(b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;

(c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;

(d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

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

46. Subcontract

46.1. Subcontracting of any portion of the Consulting Services does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any sub-consultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

46.2. Sub-consultants disclosed and identified during the procurement process may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the NEDA.

47. Accounting, Inspection and Auditing

47.1. The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify and accurately establish all costs actually incurred, as well as relevant time changes, and the bases thereof;

(b) permit the NEDA or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the NEDA; and

(c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

47.2. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the NEDA and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the NEDA, the Consultant shall immediately reimburse the NEDA an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the NEDA (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 25.1(e) and under the Applicable Law, the NEDA shall, unless the NEDA decides otherwise, terminate this Contract.

47.3. The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the NEDA and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and in including imprisonment.

48. Contract Cost

48.1. Except as may be otherwise agreed under **GCC** Clause 8, payments under this Contract shall not exceed **_____ Pesos (PhP_____)**. The Consultant shall notify the NEDA as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

48.2. The cost of the Services shall be payable in Philippine Pesos.

48.3. This Consulting contract shall be a fixed price contract. Any extension of the contract period shall not involve any additional cost to the Government.

49. Payment Schedule

49.1. Billings and payments in respect of the Services shall be made as follows:

Description	Payment
Upon acceptance of the Inception Report	10%
PPIES Enhancement	
Upon acceptance of Design Reports for PPIES Enhancement	8%
Upon conduct of User Training for PPIES Enhancement	18%
Development of a Unified NRO MIS	
Upon acceptance of Design Reports for Unified NRO MIS	8%
Upon conduct of User Training for Unified NRO MIS	18%
Tendering Assistance for GIS Integration	
Upon acceptance of TOR and Rating Scheme for the	4%

Description	Payment
Procurement of Consulting Firms for GIS Integration	
System Finalization (upon completion of warranty period)	
Upon acceptance and turn-over of Enhanced PPIES and Unified NRO MIS (Final Versions)	8%
Upon acceptance of Full-System Documentation	6%
Progress Reports	
Upon acceptance of Monthly Progress Reports (payment in four tranches-3rd,6th,9th and 12th progress report)	20%

An advance payment may be made to cover mobilization costs, but shall not exceed fifteen percent (15%) of the contract amount subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to NEDA and of an equal amount to the advance payment. The advance payment shall be repaid by the Consultant by deducting 15% from its subsequent payment until fully liquidated within the duration of the contract.

49.2 Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 26.4 shall be provided by the Consultant at no additional cost.

49.3 Activity Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Activity Schedule.

49.4 Final payment pursuant to GCC Clause 50 shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

49.5 Termination - Upon the receipt or giving of any notice referred to in GCC Clause 27 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

49.6 No additional payment for variation order, if any, shall be allowed for this Contract.

50. Final Payment

50.1 The final payment shall be made only after the acceptance of Full-System Documentation incorporating NEDA comments, and a final statement, identified as such, shall have been submitted by the Consultant and approved by the NEDA. The Services shall be deemed completed and finally accepted by the NEDA and the Full-System Documentation and final statement shall be deemed approved by the NEDA ninety (90) calendar days after receipt of the final report and final statement by the NEDA unless the NEDA, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

50.2 Any amount which the NEDA has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the NEDA within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the NEDA for reimbursement must be made within twelve (12) calendar months after receipt by the NEDA of the final report and a final statement approved by the NEDA in accordance with the above.

51. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the NEDA shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of fifteen percent (15%) of the contract price. Once the maximum is reached, the NEDA may consider termination of this Contract pursuant to **GCC** Clause 252~~525~~ without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consultant. To be entitled to such liquidated damages, NEDA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Consulting Firm under the contract and/or collect such liquidated damages from the retention money or other securities posted by the Consulting Firm, whichever is convenient to NEDA.

Section III. Terms of Reference

THE TERMS OF REFERENCE WITH ITS ANNEXES CAN ALSO BE DOWNLOADED FROM THE NEDA WEBSITE

TERMS OF REFERENCE

Consulting Services for Tendering Assistance, System Design, Database Programming and Web Development for the Enhancement of the Programs and Projects Information Exchange System (PPIES)

Rationale

NEDA's information systems on priority public sector projects and programs are fragmented, and in urgent situations, incapable of fully responding to NEDA management's need for reliable information and sound analysis necessary for evidence-based decision-making. There is also a need for greater transparency and knowledge sharing with key stakeholders and partners, and with the general public, in accordance with NEDA's disclosure policy and the National Government's overarching open data agenda (refer to Annex A for the Open Data Philippines Action Plan 2014-2016). In order to address these issues, the existing management information systems (MIS) of the NEDA Central and Regional Offices need to be enhanced.

For the NEDA Central Office (NCO), the Project and Programs Information Exchange System (PPIES) has to be enhanced to address four specific areas of concern: (a) on linking its isolated modules on planning, investment programming, and monitoring and evaluation into a coherent whole, as well as on making it interoperable with the systems of other NEDA offices/units; (b) on expanding the information base to cover learnings and development results, as well as on expanding the scope beyond ODA-funded projects and programs to include other priority development interventions such as PPP and locally-funded projects and programs (among others); (c) on addressing the need for wider online access, enhanced security, compliance to the open data agenda, and greater automation in data input, reports generation, and analysis; and (d) on incorporating geographic information. Annex B contains description and status of the current version of PPIES while Annexes C, D and E contain the list of fields for each of the modules of PPIES, the database documentation, and the list of remaining bugs and errors, respectively.

Meanwhile, for the NEDA Regional Offices (NROs), different existing MIS on projects and programs have to be unified, enhanced, and linked with the PPIES to facilitate knowledge sharing with other NEDA offices and units, key stakeholders, and the general public.

Objectives

Towards the above-mentioned goals and for the development and/or enhancement of the existing PPIES, services of a Consulting Firm shall be procured to:

a) conduct system analysis and recommend improvements
b) create the appropriate system design for the development and/or enhancement of PPIES and for unifying/enhancing project/program MIS of the NEDA Regional Offices and linking them with PPIES;

c) perform bug fixes, database programming, and development (in a single environment, preferably open source), but excluding the integration of geographic information system (GIS) in relation to item a, to develop the following;
    a. PPIES (including NROs) internal
    b. PPIES (including NROs) web portal
    c. Web portal for public comments/feedback; and
d) prepare draft Terms of Reference and assist NEDA in the pre-procurement activities pertinent to the procurement of Consulting Firms which shall undertake works related to GIS integration (preparatory activities shall include the conduct of consultations with concerned NEDA staffs for setting GIS requirements, identification of potential service providers, and the conduct of market sounding).

Scope of Work and Job Specifications

The scope of work of the Consulting Firm shall include, but is not limited to the following tasks:

F.1. **Conduct System Analysis and Design**

Development/Enhancement of NCO's PPIES

1.2. Perform system analysis on the current version of PPIES (internal system, the web portal for public viewing, and the web portal for public feedback) based on the actual usage of the system, system documentation, operating manuals and other related materials;
1.3. Following an investigation on the design and structure of the existing system, prepare a systems analysis report, which includes a documentation of the database structure, links and relationships, reports and summary-tables, and a set of findings and recommendations for improvement.
1.4. Consult with the actors involved in the NCO to identify additional information, reports, summary-table requirements and desired new features or improvements (indicative list of improvements detailed in Annex F);
1.5. Produce draft system design;
1.6. Discuss the draft system design with the concerned actors, then adjust and refine the design accordingly.
1.7. Prepare (a) the System Design Specification and (b) Use Case or Mock-up (with diagram) until approved by the Project Management Committee. The system to be developed must be web-based, accessible via web browser, preferably built on open-source applications (latest versions) and on a compatible SQL-based database platform.

Establishing Unified MIS for NROs

1.8. Study existing documentation of the different project/program MIS of the NROs and the report formats prescribed in the Regional Project Monitoring and Evaluation System (RPMES) Manual (Annex G);

1.9. Consult with the NROs and gather additional information as to their MIS requirements – on information needs, reports, summary-tables, and other desired features;

1.10. Based on the requirements gathered thru the consultations and those detailed in Annex F, establish an evaluation criteria and assess each of the existing project/program MIS of the NROs to determine weaknesses that should be addressed and strengths that may be adopted.

1.11. Prepare a report detailing the different approaches to a unified MIS system design across NROs which should be linked with the PPIES of the NCO, including the recommended approach, its justification and software and network setup requirements.

1.12. Draft the system design (for the internal system, the web portal for public viewing, and the web portal for public comments/feedback);

1.13. Discuss the draft system design with the concerned actors, then adjust and refine the design accordingly.

1.14. Prepare (a) the System Design Specification (should be made in relation to the approved System Design Specification for PPIES) and (b) Use Case or Mock-up (with diagram) (procedures, information flow, and concerned actors) until approved by the Project Management Committee. The system to be developed must be web-based, accessible via web browser, preferably built on open-source applications (latest versions) and on a compatible SQL-based database platform.

F.2. **Perform Front-End and Back-End Programming and Web Development/ Design for the Development/Enhancement of PPIES and for a Unified MIS for NROs**

1.15. Based on the approved Work Plan, Use Case or Mock-up (with diagram) and Design Specifications, create a Quality Assurance module that can be accessed by the NEDA Technical Counterpart Team (TCT) [the team composed of technical focal persons of the concerned staffs of the NCO] and concerned actors in NEDA to: (a) keep track of the progress of development of planned MIS features/ components/ routines; (b) facilitate user testing, bug reporting and tracking; and (c) document system crashes/failures and corresponding fixes/solutions.

1.16. Perform bug fixing, front-end and back-end programming, and web development for the development and/or enhancement the current version of PPIES (the internal system, the web portal for public viewing, and the web portal for public feedback) in accordance with the list of desired features in Annex F, incorporating fixes to the list of bugs provided in Annex E, and based on the approved Work Plan, Use Case or Mock-up (with diagram), and Design Specifications;

1.17. Perform bug fixing, front-end and back-end programming, and web development to establish a unified/linked project/program MIS for NEDA Regional Offices (the internal system, the web portal for public viewing, and the web portal for public feedback) that is responsive to the requirements of the RPMES (Annex G) and other requirements as may be agreed during the consultations, is linked or integrated under one overarching relational database together with PPIES, and

developed in accordance with the approved Work Plan, Use Case or Mock-up (with diagram), and the Design Specifications; and

1.18. Deliver a live demonstration of system features/capabilities during regular meetings with the NEDA-TCT (demonstration schedule to be mutually agreed) to show evidence on the status of development and to facilitate review of the system for improvement.

F.3. **Assist in the Pre-Procurement Activities of Consulting Firms for GIS Integration**

1.19. Consult with concerned NEDA staffs (Central Office and Regional Offices) to identify the desired GIS-supported features, which shall be integrated into the MIS.

1.20. Draft the Terms of Reference and the Rating Scheme for the two Consulting Firms that shall be contracted to (a) design, develop, and integrate GIS and (b) supervise implementation.

1.21. Identify potential service providers (key market players in the field of GIS development) and conduct market sounding, and improve the TORs to enhance its responsiveness to the market.

1.22. Submit for approval the revised TOR.

F.4. **Perform Management and Administrative Functions**

1.23. Prepare and submit for approval an Inception Report which includes:

a) the overall approach in undertaking the required tasks

b) an indicative work plan (with milestones) listing all the activities to be undertaken under the Contract for Consulting Services, the schedule, and the personnel of the Consulting Firm responsible in accomplishing the activities; and;

c) the template of the monthly progress reports.

1.24. Prepare and submit for approval (or re-approval) a work plan (or a revised version to incorporate catch-up measures in case of delays, as may be necessary) based on the approved Use Case or Mock-up (with diagram) and Design Specification (original or revised).

1.25. Coordinate with the NEDA Technical Counterpart Team and the Project Management Team and participate in bimonthly meetings for reporting progress of development and/or bug fixing, live system demonstration, etc.;

1.26. Conduct user training for NEDA Central Office staffs and NEDA Regional Offices staffs;

1.27. Facilitate the conduct of workshops;

1.28. Submit Monthly/Final Progress Reports for verification/approval;

1.29. Submit Progress Billings (with the approved Monthly/Final Progress Report for the period covered);

1.30. Ensure that the system(s) is (are) properly installed in the NCO (and the NROs, if applicable);

1.31. Prepare and submit the following documentation/manuals in soft and hard copies: (a) system documentation manual; (b) a user manual; and (c) a training manual.

1.32. Disclose and turn-over to the NEDA-TCT all source codes, and agree to provide NEDA all Intellectual Property rights for the systems developed/enhanced;

1.33. Provide for a one-year warranty and defects liability period, wherein any system problem/bug encountered, within the approved program specifications, including revisions/amendments as may be agreed upon

by both parties, shall be corrected/remedied/revised free of charge. Remote twenty-four hour technical support should be rendered to respond to system crashes or failures.

Qualification Requirements and Shortlisting Criteria

The Consulting Firm to be contracted under this TOR should comply with the eligibility requirements set forth under Section 24 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, or the Government Procurement Reform Act (GPRA). In addition, the single largest completed contract (of a relevant nature[3]) of the Consulting Firm should meet 50 percent of the approved budget for the contract (ABC) specified in item IV of this TOR.

Subsequently, the list of eligible and qualified Consulting Firms shall be shortlisted based on the following criteria:

1.34. **Applicable experience of the firm for the past six (6) years (30%);**
1.35. **Qualifications of the principal and key consultants/members of the project team under the Consulting Firm vis-à-vis the extent and complexity of their corresponding role for the undertaking (must meet requirements set forth in Table 1) (50%); and**
1.36. **Current workload relative to capacity (20%).**

Table 1. Minimum Required Roles for the Undertaking/Job

Role	Responsibilities/ Experience/ Skills/ Education
1. Project Manager	*Responsibilities* • Oversees overall project management. • Prioritizes, plans, tracks and reports project progress. • Designs, develops and modifies programs, including prototypes. • Researches project development options and provides analysis for direction. • Ensures that the development team have appropriate product and technical specifications, direction, and resources to deliver products. *Experience/Skills* • at least three (3) years of work experience as project manager for both: (a) the design/ development of MIS implemented in client-server architecture using open source software; (b) design/ development of dynamic, database-driven websites and web applications • have knowledge on GIS design, development, and integration *Education* • Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.

[3] *development of a web-based, SQL-based MIS*

Role	Responsibilities/ Experience/ Skills/ Education
2. Business Analyst	*Responsibilities* • Leads business and technical analysis sessions to support development efforts to meet current and projected business needs. • Confers with users, studies information needs, system flows, data usage, and work processes, and investigates problem areas following the software development lifecycle. • Understands the business issues and data challenges of client's organization and industry. • Aligns stakeholders on business requirements, system requirements, program/software functions and strategies. • Provides expertise on the systems capabilities/ limitations as it relates to business operations/goals. • Prepares use cases, mock-ups and formal requirements documentation. *Experience/Skills* • at least three (3) years of work experience as business analyst for both (a) the design/ development of MIS implemented in client-server architecture using open source software and (b) the design and development of dynamic, database-driven websites and web applications. *Education* • Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.
3. Developer	*Responsibilities* • Develops information systems by designing, developing, and installing software solutions/ product deliverables in accordance with user specifications and with good practices in coding/software development. • Escalates technical design or specification issues to business analyst/project manager. • Troubleshoot technical issues and identify modifications needed in existing applications to meet changing user requirements. • Analyze databases and identifies data integrity issues with existing and proposed systems and implement solutions. • Develop data migration and integrations processes as may be required. *Experience/Skills* • At least three (3) years of work experience as a software developer for both (a) the design/ development of MIS implemented in client-server architecture using open source software and (b) the design and development of dynamic, database-driven websites and web applications. *Education* • Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.

Role	Responsibilities/ Experience/ Skills/ Education
4. Quality Assurance Specialist	*Responsibilities* • Identify test requirements from specifications, map test case requirements and design test coverage plan. • Develop, document and maintain functional test cases and other test artifacts like the test data, data validation, automated scripts, etc. • Execute and evaluate manual or automated test cases and report test results. • Hold and facilitate test plan/case reviews with cross-functional team members. • Identify any potential quality issues per defined process and escalate potential quality issues immediately to management. • Ensure that validated deliverables meet functional and design specifications and requirements. • Isolate, replicate, and report defects and verify defect fixes. *Experience/Skills* • At least three (3) years of work experience as a quality assurance specialist (designing and manipulating test data, validating stored procedures, jobs, triggers, replication, etc.) for both (a) the design/ development of MIS implemented in client-server architecture using open source software and (b) the design and development of dynamic, database-driven websites and web applications. *Education* • Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course

Approved Budget for the Contract (ABC)

The ABC is **PhP2,520,000.00** inclusive of all applicable taxes.

Duration

The Contract of the Consulting Firm shall be for a period of 24 months – the required deliverables are to be completed within 12 months, while the remaining 12 months shall be intended for the warranty and defects liability period.

Mode of Procurement: Public Bidding (in accordance with RA 9184 and its Revised IRR)

Evaluation and Selection Criteria (Rating Scheme)

The Consulting Firm will be evaluated based on the following criteria:

F.5. Technical Proposal

1.37. Experience and capability of the Consulting Firm

1.38. Qualifications of key personnel involved, consisting of work experience similar to the undertaking/job (development of a web-based, SQL-based MIS on project monitoring for a government agency) or relevant to the undertaking/job (development of a web-based, SQL-based MIS), and educational attainment

1.39. Work plan incorporating the proposed technology, approach and methodology (to be rated based on comprehensiveness,

innovativeness, quality of interpretation of problems and risks, and quality of suggested solutions)

F.6. Financial Proposal

Duties, Responsibilities and Expected Outputs of the Consulting Firm

In addition to the activities listed under item II of this TOR, the Consulting Firm is also expected to submit/produce the following reports/outputs/deliverables.

Report/ Output/ Deliverable	Description	Indicative Time of Completion
1. Inception Report	It should include (a) the overall approach of the consulting firm; (b) an indicative work plan and (c) template of progress reports, submitted in electronic and hard copies (three sets). (Details in item II.D.1 of this TOR.)	one month after commencement of services
2. Systems analysis report	An investigation on the design and structure of the existing system, it should include a documentation of the database structure, links and relationships, reports and summary-tables, and a set of findings and recommendations for improvement. It should be submitted in electronic and hard copies (three sets).	two months after commencement of services
3. Minutes/ agreements of consultation meetings with concerned NRO and NCO staffs	Minutes, list of agreements, and persons consulted/met during consultations/ meetings on: (1) identifying/ refining system requirements; (2) refining the draft system design & use case or mock-up; (3) market sounding; and (4) regular meetings of the Consulting Firm with the NEDA-TCT.	one week after the conduct of meeting/consultation
4. Alternatives analysis report (for the development of a unified MIS for NROs)	A report detailing the different approaches to a unified MIS design that may be adopted by the NROs which links with the PPIES of the NCO. The report should describe the recommended approach and its justification. It should be submitted in electronic and hard copies (three sets).	six months after commencement of services

Report/ Output/ Deliverable	Description	Indicative Time of Completion
5. System Design Specifications and Use Case/Mock-up (with diagram)	The Use Case or Mock-up should provide the simplified and graphical representation of what the system actually does. It depicts the different types of users and the various ways that they interact with the system. The System Design Specification should define the architecture, network design and layout, components, modules, and interfaces of the system. It should also describe the data flows, inputs, outputs, and storage, processing and backup or recovery configurations. These should be submitted in electronic and hard copies (three sets).	three months after commencement of services
6. Detailed Work Plan	It should contain a Gantt chart showing the activities to be undertaken by the Consulting Firm, indicating milestones, schedule, and personnel assigned and their respective roles. It should be submitted in electronic and hard copies (three sets).	3 months after commencement of services
7. Quality Assurance Module	A module that can be accessed by the NEDA TCT and concerned actors in NEDA designed to: (1) keep track/document the progress of development of the planned features/components/routines; (2) facilitate user testing/review, bug reporting and tracking; and (3) document system crashes/failures and corresponding fixes/solutions.	One week before user-testing
8. Enhanced PPIES (Beta Version)	Enhanced web-based, SQL-based (1) PPIES and (2) web portal based on features identified in Annex F and the approved System Design Specifications and Use Case/Mock-up	Within nine months from commencement of services
9. Unified NRO MIS (Beta Version)	Development of a web-based, SQL-based (1) MIS for NROs and (2) web portal based on the approved System Design Specifications and Use Case/Mock-up	Within 12 months from commencement of services

Report/ Output/ Deliverable	Description	Indicative Time of Completion
10. User Manual	Produced in two forms: • Operations manual (booklet) on how to use the system, which should cover all types of users and all types of system interactions. • e-Learning module (web-based and CD-based instructional training) complete with screenshots and voice-over. These should be submitted in soft (2 CD copies) and hard copies (2 sets, for the operations manual only) for both the enhanced PPIES and the unified NRO system.	One week before the start of user training
11. Training Manual	A step-by-step guide on how to conduct a training for first time users of the system. It should be submitted in soft (2 CD copies) and hard copies (2 sets) for both the enhanced PPIES and the unified NRO system.	One week before the start of user training
12. Summary report on the training evaluation	A report consolidating and summarizing the evaluation forms accomplished by the participants during the user training. It should be submitted in electronic and hard copies (2 sets).	One week after the training.
13. List and contact details of potential service providers for the two contracts for GIS integration	The list and contact details should include at least three qualified key market players in the field of GIS design, development and integration for the conduct of market sounding.	11 months after commencement of services

Report/ Output/ Deliverable	Description	Indicative Time of Completion
14. Terms of Reference and Rating Scheme	Two Terms of Reference (and Rating Schemes) shall be prepared in coordination with the NEDA TCT: (i) for designing, developing and integrating GIS into the system; and (ii) for supervision. The Terms of Reference shall include, but would not be limited to the following sections: – rationale – objectives – scope of work and job specifications – qualification requirements (consulting firm & staff) – estimated budget of the contract – duties and responsibilities of the consulting firm – matrix of target outputs/deliverables (with description and planned completion schedule) – duties and responsibilities of the consulting firm – payment scheme & milestones – indicative work plan The rating scheme should be drafted in accordance to the Quality-Cost based Evaluation approach specified under the Revised IRR of the Government Procurement Reform Act. The documents should be submitted in soft (2 CD copies) and hard copies (2 sets).	In the 12th month after commencement of services
15. Progress reports	Should be submitted in electronic and hard copies (2 sets) in the form agreed to by the NEDA-TCT and the Consulting Firm.	Monthly
16. Billing Statements	Should be accompanied by the progress reports for the period covered and submitted in the form agreed to by the NEDA-TCT and the Consulting Firm.	Upon acceptance of progress report (quarterly payment) and major outputs/deliverables

Report/ Output/ Deliverable	Description	Indicative Time of Completion
17. Enhanced PPIES (Final Version)	Enhanced web-based, SQL-based (1) PPIES and (2) web portal based on features identified in Annex F and the approved System Design Specifications and Use Case/Mock-up, and incorporating fixes in bugs identified during user testing and during the completed warranty period	Within 24 months from commencement of services
18. Unified NRO MIS (Final Version)	Development of a web-based, SQL-based (1) MIS for NROs and (2) web portal based on the approved System Design Specifications and Use Case/Mock-up, and incorporating fixes in bugs identified during user testing and during the completed warranty period.	Within 24 months from commencement of services
19. Systems' source codes	Including data files and other support files essential for the operation of the enhanced PPIES and the unified NRO system. It should be submitted in soft and hard copies (three sets).	In the 24th month after commencement of services
20. System documentation manual	The manual shall include, but would not be limited to the following documentation requirements: • setup and configuration (scripts and procedures) • network protocols • security and back-up procedures • database schema/structure (fields, tables, links/relationships) • report queries (for both the internal system and the public web portal). It shall be submitted in soft and hard copies (three sets) for both the enhanced PPIES and the unified NRO system.	In the 24th month after commencement of services

**Note: Outputs/deliverables on System Design Specifications, Use Case/Mock-up, Quality Assurance Module, user and training manuals refer to the requirements for both the PPIES enhancement phase and the development of a unified NRO MIS.*

Duties and Responsibilities of the NEDA

1. Create a Technical Counterpart Team which shall coordinate with the Consulting Firm on all matters requiring direction, input, and approval from

NEDA in view of the implementation of the Contract of Service of the Consulting Firm.

2. Ensure the availability of required hardware, software (for deployment of the system), and web-hosting services.
3. Facilitate/manage/organize the participation of NEDA personnel in the user testing and training on the completed parts/components/modules of the enhanced PPIES and the Unified NRO MIS.
4. Pay the Consulting Firm for its services based on the contract and in accordance with existing government accounting and auditing rules and regulations.
5. Impose sanctions/penalties consistent with R.A. 9184 and its Revised IRR.

Payment Scheme

Payments for the services rendered by the Consulting Firm shall be made in accordance to the schedule below. Note that payments to the Consulting Firm for each of the milestone/ output/ activity specified below shall be made upon submission by the Consulting Firm of a billing statement, and upon acceptance and issuance of certificate of satisfactory service by NEDA.

Output/Milestone	**Payment (% of Contract Amount)**
1. Acceptance of Inception Report	10
PPIES Enhancement	
2. Acceptance of Design Reports for PPIES Enhancement[4]	8
3. Conduct of User Training for PPIES Enhancement[5]	18
Development of a Unified NRO MIS	
4. Acceptance of Design Reports for Unified NRO MIS[6]	8
5. Conduct of User Training for Unified NRO MIS[7]	18
Tendering Assistance for GIS Integration	
6. Acceptance of TOR and Rating Scheme for the Procurement of Consulting Firms for GIS Integration	4
System Finalization *(upon completion of warranty period)*	
7. Acceptance and Turnover of Enhanced PPIES and Unified NRO MIS (Final Versions)	8

[4] *Includes preparation and acceptance of the Systems Analysis Report, System Design Specification and Use Case/Mock-up, and Revised/Detailed Work Plan*

[5] *Includes preparation and acceptance of the Enhanced PPIES (Beta Version), QA Module, User Manual, Training Manual, e-Learning module, and the conduct of User Training*

[6] *Includes the preparation and acceptance of the Alternatives Analysis Report, System Design Specification and Use Case/Mock-up, and the Revised/Detailed Work Plan*

[7] *Includes preparation and acceptance of the Unified NRO MIS (Beta Version), QA Module, User Manual, Training Manual, e-Learning module, and the conduct of User Training*

8. Acceptance of Full System Documentation	6
Sub-total	80
Progress Reports	
9. Acceptance of 12 Monthly Progress Reports (payment in four tranches –on the 3rd, 6th, 9th and 12th progress report)	20 (5 percent per tranche)
Grand Total	100

Please note that the scope of work, job specification, expectations, obligations, duties and responsibilities of the Consulting Firm set forth in this TOR are to be performed under a fixed contract price and that any extension of contract time required by the Consulting Firm to deliver those services shall not involve any additional cost to NEDA.

Retention Money[8]

A retention payment of ten percent (10%) shall be made by the Consultant. It shall be based on the total amount due to the Consultant prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of contract price of the consultancy service, as determined by NEDA, is completed. If, after fifty percent (50%) completion, the consultancy is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

The total "retention money" shall be due for release upon approval of the Final Report. The Consultant may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to NEDA, provided that the consultancy is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of NEDA shall be valid for the duration of the contract.

Liquidated Damages[9]

Where the consulting firm refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the consulting firm shall pay NEDA for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

To be entitled to such liquidated damages, NEDA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the consulting firm under the contract and/or collect such liquidated damages from the retention money or other securities posted by the consulting firm whichever is convenient to NEDA.

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[8] *As per Annex "E" of the Revised IRR of R.A. 9184*

[9] *As per Annex "E" of the Revised IRR of R.A. 9184*

Annex B. Description of the Project and Programs Information Exchange System (PPIES)

The Project and Programs Information Exchange System (PPIES) contains the following modules/components:

1) The ODA Monitoring System (ODAMS) module tracks the physical and financial performance of ODA-assisted projects and programs, and is maintained by the Monitoring and Evaluation Staff (MES). It has a reports module that can generate the regular reports of MES, such as the project profiles, loans performance report, and regional matrix (the latter shows the status of projects and programs implemented in a particular region).

2) The Project Proposal Monitoring System (PPMS) module tracks the processing of projects and programs for ICC approval, and is maintained by the Public Investment Staff (PIS). It can generate the following reports – the project profile, chronology of events, proposed projects' status matrix, and ICC project appraisal monitoring report.

3) The Public Investment Program (PIP) module contains information on projects and programs included in the PIP for CY 2011-2016 and is maintained by PIS. The module generates the PIP in matrix form.

4) The Comprehensive and Integrated Infrastructure Program (CIIP) module contains information on projects and programs included in the CIIP for CY 2009-2016, and maintained by the Infrastructure Staff (IS).

5) A searchable public website retrieves and displays basic information on projects and programs (profile) as contained in the four modules. It likewise shows the total count of projects (pipeline or ongoing) by sector, implementing agency, funding source, status, and region.

Problems and constraints

Development of the first four modules were designed in such a way that each module has its own database structure, isolated and separate from the databases of the other modules. Given this, there is no single unique project ID maintained and observed by the four modules. In addition, project information which are common to the modules are not shared among the modules, and thus have to be inputted repeatedly when the project enters into another module. Meanwhile, the design of the web module (in terms of project information made available to the public) was conceptualized without reference to NEDA's disclosure policy as the latter was drafted after the consultancy has finished. These shortcomings are intended to be remedied by the Consulting Firm under this TOR.

Current status

The PPMS, PIP and CIIP modules are currently being used and populated by the respective NEDA staff who manages them. The same could not be said, however, for the ODAMS module since several bugs and errors severely limit said module's

usefulness. In view of the remaining bugs and notwithstanding the completion of the contract between NEDA and the previous consultant, the two parties entered into a Memorandum of Agreement to formalize the consultant's continued commitment to fix bugs and errors until 30 June 2014. Currently, bug fixing by the previous consultant is still ongoing, nevertheless fixing of these remaining bugs and errors (Annex E) shall be included in the scope of works of the Consulting Firm under this TOR.

Annex C. List of Field per Module under the Current PPIES

Data Fields in the Project Proposal Monitoring System of PPIES

Field	Data type	Remarks
Project Title	Text	
1. Details		
1.1 General Info		
Project Acronym	Text	
Source of Financing	Dropdown	
	Local Funds	
	ODA	
	Hybrid	
	PPP	
Financing Status	Dropdown	
	Proposed	
	Soft Pipeline	
	Firm Pipeline	
	Committed	
	Dropped	
Proposed Fund Type	Dropdown	
	Loans	
	Grants	
	PSP/BOT	
	Others	
	Not Specified	
	Bid Plus Financing	
Implementation Period Start Year	Numeric (Year)	
Implementation Period End Year	Numeric (Year)	
Description	Text	
Objective	Text	
Beneficiaries	Text	
Remarks	Text	
1.2 Financial History		
Date of PIS receipt of proposal	Date	
1.2.1 Original Cost		
Year submitted	Numeric (Year)	
Quarter Submitted	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
ICC-able	Boolean	
LP/GP/PS financing (in PhP)	Numeric	
Total Project Cost (in PhP)	Numeric	

Field	Data type	Remarks
1.2.1.1 Original Currency Details		
Original currency	Dropdown (all currencies)	
Amount in Original currency	Numeric	
Currency to US$1 =	Numeric	
US$1 to PhP =	Numeric	
1.2.2 Endorsed Cost		
Year submitted	Numeric (Year)	
Quarter Submitted	Dropdown	
	1st	
	2nd	
	3rd	
1.2.2 Endorsed Cost (cont.)		
Quarter (cont.)	*4th*	
LP/GP/PS financing (in PhP)	Numeric	
GOP Counterpart (in PhP)	Numeric	
Other Cost (in PhP)	Numeric	
Total Endorsed Cost (in PhP)	Calculated	
1.2.2.1 Original Currency Details		
Original currency	Dropdown (all currencies)	
Amount in Original currency	Numeric	
Currency to US$1 =	Numeric	
US$1 to PhP =	Numeric	
1.2.3 Committed Cost		
Year submitted	Numeric (Year)	
Quarter Submitted	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
LP/GP/PS financing (in PhP)	Numeric	
GOP Counterpart (in PhP)	Numeric	
Other Cost (in PhP)	Numeric	
Total Endorsed Cost (in PhP)	Calculated	
1.2.3.1 Original Currency Details		
Original currency	Dropdown (all currencies)	
Amount in Original currency	Numeric	
Currency to US$1 =	Numeric	
US$1 to PhP =	Numeric	
1.3 Sector		
Sector	Dropdown	
	Infrastructure Development	
	Agriculture, Agrarian Reform, Environment and Natural Resources	
	Anti-corruption and Good Governance	

Field	Data type	Remarks
	Governance and Institutions Development	
	Local Governance/Decentralization	
	Others	
	Social Development	
	Trade and Investment	
Sub-sector	Dropdown	
Sub sub-sector	Dropdown	
1.4 Agency		
Agency	Dropdown	Allows multiple record entry for the agency, and focal persons per agency
Involvement	Dropdown	
	Implementing Agency	
	Executing Agency	
Focal Person	Text	
Designation	Text	
Contact Address	Text	
Telephone No.	Text	
Fax No.	Text	
1.4 Agency (cont.)		
Email	Text	
1.5 Coverage		
Coverage Type	Dropdown	Allows multiple record entry for region, province, municipality
	Specific Region	
	Inter-regional	
	Nationwide	
Region	Dropdown	
Province	Dropdown	
Municipality	Dropdown	
Latitude	Numeric	
Longitude	Numeric	
1.6 Chronology		
Date	Date	Chronology - allows multiple record entry
Event	Text	
Select file for upload	File	
External viewing	Boolean	
1.7 Evaluating Staff Office		
Date Referred	Date	Evaluating Staff Office - allows multiple record entry

Field	Data type	Remarks
NEDA Staff/NRO	Dropdown	
Division	Text	
Focal Person	Text	
Involvement	Dropdown	
	Lead	
	Co-evaluator	
2. ICC		
2.1 ICC Tracking		
Date of sector's staff receipt of proposal	Date	
2.1.1 Expected presentation date to TB		
From	Date	
To	Date	
Days elapsed	Computed	
No. of reviews	Numeric	
2.1.2 Expected presentation date to ICC-CC		
From	Date	
To	Date	
Days elapsed	Computed	
No. of reviews	Numeric	
2.1.3 Expected presentation date to NEDA with Board		
From	Date	
To	Date	
Days elapsed	Computed	
No. of reviews	Numeric	
2.1.4 ICC Tracking Details		
Date	Date	ICC Tracking Details - allows multiple record entry
Level	Dropdown	
2.1.4 ICC Tracking Details (cont.)		
Level (cont.)	*ICC Secretariat*	
	ICC TB	
	ICC CC	
	Joint ICC TB & CC	
	NEDA Board	
Status	Dropdown	
	Endorsed	
	Deferred endorsement	
	Approved	
	Deferred	
	Confirmed	
	Remanded to Agency	
	Remanded to ICC TB	

Field	Data type	Remarks
	Noted	
Actions	Text	
Conditions	Text	
Remarks	Text	
2.2 ICC Component		
Title	Text	ICC Component - allows multiple record entry
Total Cost (PhP)	Numeric	
Discount Rate (%)	Numeric	
IRR (%)	Numeric	
Hurdle Rate (%)	Numeric	
NPV (PhP)	Numeric	
Base Year	Numeric (Year)	
Select uploaded file	File	
Remarks	Text	
2.3 PER		
Date	Date	
Select file for upload	File	
Issues and concerns	Text	
Proponent's actions	Text	
Recommendation/action taken	Text	
3. Loan Grants ODA		
Funding Institution	Dropdown	Loan Grants ODA - allows multiple record entry
Mode of Assistance	Dropdown	
	Loan	
	Grant	
	Commercial Loan	
	Mixed Credit	
Form of Assistance	Dropdown	
	Project	
	Program	
	Technical Assistance	
	Capital Assistance	
	TA/CA	
	TCP	
	TF	
	Follow-up TCP	
	PTTC	
	AD	
	ETDP	
3. Loan Grants ODA (cont.)		
Form of Assistance (cont.)	*GA*	
Loan/Grant No	Text	
Original Currency Amount	Numeric	
Amount in USD	Numeric	

Field	Data type	Remarks
Orig to USD	Numeric	
Effectivity Date	Date	
Remarks	Text	
4. Financing Details		
Class	Dropdown	Allows multiple record entry
	NG	
	GOCC	
	GFI	
	LGU	
	Others	
Year	Numeric (Year)	
Cost (in PhP)	Numeric	
Total	Computed	
5. Financing Details (PPP)		
Sponsoring Agency	Text	
Private Proponent	Text	
Mode of Assistance	Dropdown	
	Selected/Priority	
	Unsolicited	
Variant Scheme	Dropdown	
	Build-lease-transfer	
	Build-own-operate	
	Build-operate-transfer	
	Build-transfer	
	Build-transfer-operate	
	Contract-add-operate	
	Develop-operate-transfer	
	Rehabilitate-own-operate	
	Rehabilitate-operate-transfer	
	Joint venture	
Gov't Exposure	Numeric	
Debt Ratio	Numeric	
Equity Ratio	Numeric	
PS Financing	Numeric	
Total Project Cost	Numeric	
Bidding Date	Date	
Contract Signing Date	Date	
Effectivity Date	Date	
Remarks	Text	
6. Transaction		
User	Autogenerated	log of user activity tracking the username, date, and details of record activity
Date	Autogenerated	
Details	Autogenerated	

Data Fields in the ODA Monitoring System of PPIES

Fields	Data Type	Remarks
Project Title	Text	
1. Project		
1.1 General Info		
Project Acronym	Text	
Financing Type	Dropdown	
	Combined ODA Financing	
	Purely ODA	
	Mixed Credit	
Financing Status	Dropdown	
	Signed	
	Newly Effective	
	Ongoing	
	Suspended	
	Cancelled	
	Closed	
1.1.1 Implementation Period		
Start Date	Date	
Original Completion Date	Date	
Revised Completion Date	Date	
Description	Text	
Objective	Text	
Beneficiaries	Text	
Remarks	Text	
1.2 Project Cost		
1.2.1 Original ICC-approved Cost		
Loan Proceeds (in PhP)	Numeric	
Grant Proceeds (in PhP)	Numeric	
National Gov't Counterpart (in PhP)	Numeric	
LGU Counterpart (in PhP)	Numeric	
Other Cost (in PhP)	Numeric	
Total Cost (in PhP)	Computed	
1.2.2 Loan Agreement Cost		
Loan Proceeds (in PhP)	Numeric	
Grant Proceeds (in PhP)	Numeric	
National Gov't Counterpart (in PhP)	Numeric	
LGU Counterpart (in PhP)	Numeric	
Other Cost (in PhP)	Numeric	
Total Cost (in PhP)	Computed	
1.2.3 Revised Project Cost		
Loan Proceeds (in PhP)	Numeric	Revised Project Cost - allows multiple record entry
Grant Proceeds (in PhP)	Numeric	

Fields	Data Type	Remarks
National Gov't Counterpart (in PhP)	Numeric	
LGU Counterpart (in PhP)	Numeric	
Other Cost (in PhP)	Numeric	
Total Cost (in PhP)	Computed	
1.3 Classification		
GAD Classification	Dropdown	
	A - Project is gender responsive	
	B - Project is gender sensitive	
1.3 Classification (cont.) GAD Classification (cont.)	*C - Project has promising GAD prospects*	
	D - Project is invisible in the proposed project	
LGU Participation	Boolean	
Budget Dependent	Boolean	
MDFO Conduit	Boolean	
1.3.1 16-Point Agenda		
16-Point Agenda	Dropdown	Multiple record entry for 16-point agenda and corresponding cost allowed
	Conducive environment for business growth	
	Corruption free nation	
	Depoliticized and professionalized civil service	
	Dignified and protected Overseas Filipinos	
	Education for all	
	Effective capacity and opportunity creation for the poor and marginalized	
	Equal gender opportunity	
	Fair and equal justice system	
	Impartial and strict enforcement of policies and laws	
	Job creation	
	Peaceful and productive Mindanao	
	Performance and merit-based government appointments	
	Productive and sustainable rural economy	

Fields	Data Type	Remarks
	Responsible and healthy population	
	Sustainable natural resources and improved environmental quality	
	Well-planned urban environment	
Cost	Numeric	
1.3.2 Millenium Development Goals		
Millenium Development Goals	Dropdown	Multiple record entry for MDG, and corresponding project component, and cost allowed
	Eradicate extreme poverty and hunger	
	Achieve universal primary education	
	Promote gender equality and empower women	
	Reduce child mortality	
	Improve maternal health	
	Combat HIV/AIDS, malaria and other diseases	
	Ensure environmental sustainability	
	Develop a global partnership for development	
Project component	Dropdown (user-defined)	
Cost	Numeric	
1.3.3 Climate Change		
Climate Change	Dropdown	Multiple record entry for climate change, and corresponding project component, and cost allowed
	Adaptation	
	Mitigation	
1.4 Components		
Component	Text	Multiple record entry for components allowed
Description	Text	
Cost	Numeric	

Fields	Data Type	Remarks
Output Indicator	Dropdown (may be custom created)	Multiple record entries for output indicators per component allowed
Original Target	Numeric	
Revised Target	Numeric	
1.5 Sector		
Sector	Dropdown	
	Infrastructure Development	
	Agriculture, Agrarian Reform, Environment and Natural Resources	
	Anti-corruption and Good Governance	
	Governance and Institutions Development	
	Local Governance/Decentralization	
	Others	
	Social Development	
	Trade and Investment	
Sub-sector	Dropdown	
Sub sub-sector	Dropdown	
1.6 Agency		
Agency	Dropdown	
Involvement	Dropdown	
	Implementing Agency	
	Executing Agency	
Focal Person	Text	Multiple contact persons may be created per agency
Designation	Text	
Contact Address	Text	
Telephone No.	Text	
Fax No.	Text	
Email	Text	
1.7 Coverage		
Coverage Type	Dropdown	
	Specific Region	
	Inter-regional	
	Nationwide	
Remarks	Text	
Region	Dropdown	Multiple location records may be created
Province	Dropdown	
Municipality	Dropdown	

Fields	Data Type	Remarks
Latitude	Numeric	
1.7 Coverage (cont.)		
Longitude	Numeric	
1.8 Project History		
Date	Date	Multiple records of project milestones may be created
Event	Text	
1.9 Transaction		
User	Autogenerated	log of user activity tracking the username, date, and details of record manipulation/activity
Date	Autogenerated	
Details	Autogenerated	
2. Financing		
2.1 Loan/Grant Information		
Loan/Grant No.	Text	
Funding Source	Dropdown	
Mode of Assistance	Dropdown	
	Loan	
	Grant	
	Commercial Loan	
	Mixed Credit	
Form of Assistance	Dropdown	
	Project	
	Program	
	Technical Assistance	
	Capital Assistance	
	TA/CA	
	TCP	
	TF	
	Follow-up TCP	
	PTTC	
	AD	
	ETDP	
	GA	
Signing Date	Date	
Effectivity Date	Date	
Original Closing Date	Date	
Revised Closing Date	Date	
Currency	Numeric	
Amount in Original Currency	Numeric	
Amount in USD	Numeric	
Forex: USD per Original Currency	Numeric	
Forex: PhP per USD	Numeric	
Maturity Period (no. of years)	Numeric	

Fields	Data Type	Remarks
Grace Period (no. of years)	Numeric	
Interest Rate (% p.a.)	Numeric	
Interest Rate (other units)	Text	
Commitment Charges (%)	Numeric	
Service Charge	Numeric	
Maintenance Fee	Numeric	
Front End Fee	Numeric	
Other Fees/Charges	Numeric	
Description (Other Fees/Charges)	Text	
Remarks	Text	
2.2 Loans Performance		
Loan No.	Dropdown	
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
Status	Dropdown	
	Ongoing	
	Signed	
	Newly Effective	
	Suspended	
	Cancelled	
	Closed	
Loan Amount	Numeric	
Target for the Quarter	Numeric	
Actual for the Quarter	Numeric	
Cumulative Target	Numeric	
Cumulative Actual	Numeric	
Cumulative Cancellation	Numeric	
Cancellation for the Quarter	Numeric	
2.3 Grants Performance		
Grant No.	Dropdown	
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
Status	Dropdown	
	Ongoing	
	Signed	
	Newly Effective	
	Suspended	

Fields	Data Type	Remarks
	Cancelled	
	Closed	
Grant Amount in USD	Numeric	
Grant Amount in Donor's Currency	Numeric	
Cumulative Disbursement in USD	Numeric	
Cumulative Disbursement in Donor's Currency	Numeric	
Remarks	Text	
2.4 Loan/Grant Categories		
Loan/Grant No.	Dropdown	
Category	Dropdown (user-defined)	
Allocation (Orig. Currency)	Numeric	
Revised Allocation (Orig. Currency)	Numeric	
3. Status		
3.1 Overall Status		
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
3.1 Overall Status (cont.)		
Quarter (cont.)	*4th*	
Target Accomplishment (%)	Numeric	
Actual Accomplishment (%)	Numeric	
Cumulative Target Accomplishment (%)	Numeric	
Cumulative Actual Accomplishment (%)	Numeric	
Overall Status	Dropdown	
	Ahead of Schedule	
	On Schedule	
	Behind Schedule	
	Completed	
	Closed Loan with Incomplete Outputs	
Comments	Text	
3.2 Status by Components		
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
Component	Dropdown (user-defined)	

Fields	Data Type	Remarks
Cumulative Target Accomplishment (%)	Numeric	
Cumulative Actual Accomplishment (%)	Numeric	
Overall Status	Text	
3.3 Status by Region		
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
Region	Dropdown	
Regional Cost	Numeric	
Status	Text	
Component	Dropdown (user-defined)	Multiple records on accomplishment by components may be created per Region
Cost	Numeric	
Cumulative Target Accomplishment (%)	Numeric	
Cumulative Actual Accomplishment (%)	Numeric	
Slippage (%)	Computed	
Status	Text	
Output Indicator	Dropdown (user-defined)	Multiple records on accomplishment by output indicators may be created per component
Regional Cost	Numeric	
Original Target	Text	
Revised Target	Text	
Actual Outputs Provided/Delivered	Text	
3.3 Status by Region (cont.)		
Status	Text	
4. Documents		Soft copies of documents may be uploaded to the system
Date	Date	
Remarks	Text	
Document Title	Text	
Select file for upload	File	
5. Contracts		

Fields	Data Type	Remarks
5.1 Contract Details		
Contract Type	Dropdown	
	Goods	Multiple contract records allowed.
	Consulting Services	
	Civil Works	
Component	Dropdown (user-defined)	
Description	Text	
Contract Cost (PhP)	Numeric	
ICC Cost (PhP)	Numeric	
ABC Cost (PhP)	Numeric	
Mode of Procurement	Text	
Contract Start Date	Date	
Contract End Date	Date	
Duration (months)	Numeric	
Name of Contractor	Text	
Contractor Contact Details	Text	
Other Information	Text	
5.2 Contract Milestone		Multiple milestones allowed per contract.
Milestone	Text	
Original Date	Date	
Actual Date	Date	
5.3 Contract Financing		
Year	Numeric	
Quarter	Dropdown	
	1st	
	2nd	
	3rd	
	4th	
Current Amount	Numeric	
Remarks	Text	
6. Framework		soft copy of the project's logical framework shall be uploaded here.
Date	Date	
7. Re-evaluation		
7.1 Details		
ICC Secretariat's Review Date	Date	
ICC Technical Board Meeting Date	Date	
ICC Cabinet Committee Meeting Date	Date	
NEDA Board Confirmation Date	Date	

Fields	Data Type	Remarks
Agency Proposal	Text	
Secretariat Recommendation	Text	
ICC Action	Text	
7.1 Details (cont.)		
Remarks	Text	
Total Cost	Numeric	
Loan Proceeds	Numeric	
GOP Counterpart	Numeric	
Forex Rate (Php - US$)	Numeric	
Revised Total Cost (Php)	Numeric	
Revised Loan Proceeds	Numeric	
Revised GOP Counterpart	Numeric	
7.2 Economic		Allows uploading of soft copies of spreadsheets of economic evaluations
Title	Text	
Total Cost (PhP)	Numeric	
Discount Rate (%)	Numeric	
IRR (%)	Numeric	
Hurdle Rate (%)	Numeric	
NPV (PhP)	Numeric	
Base Year	Numeric	
Remarks	Text	
7.3 Financial		Allows uploading of soft copies of spreadsheets of financial evaluations
Title	Text	
Total Cost (PhP)	Numeric	
Discount Rate (%)	Numeric	
IRR (%)	Numeric	
Hurdle Rate (%)	Numeric	
NPV (PhP)	Numeric	
Base Year	Numeric	
Remarks	Text	

Data Fields in the Public Investment Program Module of PPIES

Field	Data type	Remarks
Project Title	Text	
1. Project		
1.1 General Info		
Program/Project Description	Text	
PDP Results Matrices (RM) Critical Indicators Addressed	Text	
Remarks	Text	
PAP Type	Dropdown	
	New PAP	
	Continuing PAP	
Project Type by Funding Source	Dropdown	Allows selection of multiple project types
	Private Sector	
	NG - ODA Loan	
	NG - Locally Funded Project	
	GOCC/GFIs	
	LGU	
	ODA Grant	
	Combinations of Independent Project Types such as Hybrid: Private Sector, NG, ODA Loan, etc.	
Status	Dropdown	
	Proposed	
	Pipeline	
	Ongoing	
	Closed	
PDP Chapter	Dropdown	
	Chapter 1: In Pursuit of Inclusive Growth	
	Chapter 2: Macroeconomic Policy	
	Chapter 3: Competitive Industry & Services Sectors	
	Chapter 4: Competitive and Sustainable Agriculture and Fisheries Sector	
	Chapter 5: Accelerating Infrastructure Development	
	Chapter 6: Towards a Resilient and Inclusive Financial Sector	

Field	Data type	Remarks
	Chapter 7: Good Governance and the Rule of Law	
	Chapter 8: Social Development	
	Chapter 9: Peace and Security	
	Chapter 10: Conservation, Protection and Rehabilitation of the Environment and Natural Resources	
16 Point Agenda	Dropdown	
	Conducive environment for business growth	
	Corruption free nation	
	Depoliticized and professionalized civil service	
	Dignified and protected Overseas Filipinos	
	Education for all	
1.1 General Info (cont.)	*Effective capacity and opportunity creation for the poor & marginalized*	
16 Point Agenda (cont.)	*Equal gender opportunity*	
	Fair and equal justice system	
	Impartial and strict enforcement of policies and laws	
	Job creation	
	Peaceful and productive Mindanao	
	Performance and merit-based government appointments	
	Productive and sustainable rural economy	
	Responsible and healthy population	
	Sustainable natural resources and improved environmental quality	
	Well-planned urban environment	
PIP Update Year	Numeric (Year)	
SONA Year	Numeric (Year)	
Implementation Period (Start Date)	Date	
Implementation Period (Completion Date)	Date	

Field	Data type	Remarks
Agency EER Ranking	Numeric	
EER Score	Numeric	
Financing Type	Dropdown	
	Purely Public Financing	
	Combined ODA Financing	
	Private Sector Participation Financing	
	Purely Private Financing	
LGU Participated	Boolean	
Total Project Cost	Numeric	
1.2 Sectors		
Sector	Dropdown	
	Intersectoral	
	Infrastructure Development	
	Agriculture, Agrarian Reform, Environment and Natural Resources	
	Anti-corruption and Good Governance	
	Governance and Institutions Development	
	Local Governance/Decentralization	
	Others	
	Social Development	
	Trade and Investment	
Sub sector	Dropdown	
Sub sub sector	Dropdown	
1.3 Agency		
Agency	Dropdown	
Involvement	Dropdown	
	Implementing Agency	
	Executing Agency	
Focal Person	Text	Multiple contact persons may be created per agency
Designation	Text	
Contact Address	Text	
Telephone No.	Text	
Fax No.	Text	
Email	Text	
1.4 Coverage		
Coverage Type	Dropdown	
	Specific Region	
	Inter-regional	
	Nationwide	

Field	Data type	Remarks
Region	Dropdown	Multiple location records may be created
Province	Dropdown	
Municipality	Dropdown	
Latitude	Numeric	
Longitude	Numeric	
2. Multiple MDG		
MDGs	Dropdown	Allows selection of multiple MDGs
	Eradicate extreme poverty and hunger	
	Achieve universal primary education	
	Promote gender equality and empower women	
	Reduce child mortality	
	Improve maternal health	
	Combat HIV/AIDS, malaria and other diseases	
	Ensure environmental sustainability	
	Develop a global partnership for development	
3. References		
Related Project	Dropdown (based on user inputted projects)	
Remarks	*Text*	
4. Financing Details		
4.1 Purely Public Financing		
Class	Dropdown	Allows multiple record entry per class/type of financing
	NG	
	GOCC	
	GFI	
	LGU	
	Others	
Year	Numeric (Year)	
Cost (in PhP)	Numeric	
Total	Computed	
5. Transaction		
User	Autogenerated	log of user activity tracking the
Date	Autogenerated	

Field	Data type	Remarks
Details	Autogenerated	username, date, and details of record manipulation/activity

Data Fields in the Comprehensive and Integrated Infrastructure Program Module of PPIES

Field	Data type	Remarks
Project Title	Text	
PIP Enabled	Boolean	
1. Details		
Description	Text	
Output	Text	
Outcome	Text	
Implementation Period (Start Year)	Numeric (Year)	
Implementation Period (End Year)	Numeric (Year)	
Total Cost		
Created By		
Created On		
2. Sector		
Sector	Infrastructure Development	
Sub sector	Dropdown	
Sub sub sector	Dropdown	
3. Agency		
Agency	Dropdown	
Involvement	Dropdown	
	Implementing Agency	
	Executing Agency	
Focal Person	Text	Multiple contact persons may be created per agency
Designation	Text	
Contact Address	Text	
Telephone No.	Text	
Fax No.	Text	
Email	Text	
4. Coverage		
Coverage Type	Dropdown	
	Specific Region	
	Inter-regional	
	Nationwide	
	To be determined	
5. Finance		
Financing Type	Dropdown	
	Purely Public Financing	
	ODA Financing	
	Private Sector Participation Financing	
	Purely Private Financing	
5.1 Purely Public Financing		

Field	Data type	Remarks
Class	Dropdown	Allows multiple record entry per class/type of financing
	NG	
	GOCC	
	GFI	
	LGU	
	Others	
Year	Numeric (Year)	
Cost (in PhP)	Numeric	
Total	Computed	
6. Status		
Status	Dropdown	
	Proposed	
	Ongoing	
6. Status (cont.)	*Completed*	
Remarks	*Text*	Allows multiple entry for remarks
Date Updated	Autogenerated	
7. Transaction		
User	Autogenerated	log of user activity tracking the username, date, and details of record manipulation/activity
Date	Autogenerated	
Details	Autogenerated	

Annex E. List of Remaining Bugs in PPIES

BUGS IN THE ODA MONITORING SYSTEM (ODAMS) MODULE

Tracking No.	Description	Details	Module/Tab
MES-12	Provinces should be in proper case	Provinces listed in the "Provinces" section of the report should be in Proper Case not Uppercase.	Project Profile
MES-19	Project Cost at Project Profile	1. Replace "ICC-Approved Cost" with "Original ICC-Approved Cost" under the Project Cost section of the report. 2. It should retrieve the Original ICC-Approved Cost, Loan Agreement Cost, and Revised Cost from the Project Cost accordion in the Project Tab. 3. Amounts should be rounded off to millions. 4. "Forex (PM)" label under the ICC-Approved Cost column should be changed to Loan Proceeds (PM) 5. "Local (PM)" and "GOP (PM)" labels should be changed to "GPH (PM)". 6. Change "Loan Agreement Cost" to "Loan/Grant Agreement Cost" 7. Remove the "M" after the numerical costs. 8. Can you add (a) "Grant Proceeds (PM)" (this is GP in the input module), (b) "LGU Couterpart (PM)" and (c) "Other Cost (PM)" in the Profile if these are not empty in the input module? 9. The "Revised Cost**" should be taken from the most recent Project Cost update - the section above the Original ICC Approved Cost and Loan Agreement Cost in the input module. Currently it returns 0. This should be taken from Page 1 of the "Cost Financing" pop-up window in the input module.	Project Profile

Tracking No.	Description	Details	Module/Tab
MES-24	Financial Indicators not retrieved	Retrieve the computed financial indicators and put under the Financial Performance section, in this order and format: "Availment Rate = " ##.## "%. (US$" ##.## "M actual availment over US$" ##.## "M scheduled availment)." "Availment rate is" <"above/below"> "the Alert Mechanism threshold of 50%" <if below then ",breaching indicator 1b.", otherwise "."> "Disbursement Rate = " ##.## "%. (US$" ##.## "M actual disbursement over US$" ##.## "M target disbursement)." "Average disbursement rate over the past four quarters is" <"above/below"> "the Alert Mechanism threshold of 50%" <if below then ",breaching indicator 1a.", otherwise "."> "Disbursement Ratio = " ##.## "%. (US$ ##.## M total disbursement for the year over US$ ##.## M net loan balance available during the year.) "Utilization Rate = " ##.## "% vs. Time Elapsed of " ##.## "%. Difference between Time Elapsed and Utilization Rate is "<"more/less than"> "30%. Alert Mechanism indicator 1c has <if TE-UR<=30%, then "not"> "been breached".	Project Profile
MES-26	New Loans Error	Can't generate the report. Error message appears.	New Loans
MES-30	Edit Region Matrix Title	It should read as: "ONGOING ODA-FUNDED PROGRAMS/PROJECTS IN REGION ____"	Regional Matrix
MES-31	Project Grouping by Coverage	Major Groupings: 1. Region-Specific Projects = Specific Region Coverage Type under the Coverage section of the Project Tab 2. Muti-Regional Projects = Inter regional Coverage Type under the Coverage section of the Project Tab 3. Nationwide = Nationwide Coverage Type under the Coverage section of the Project Tab	Regional Matrix

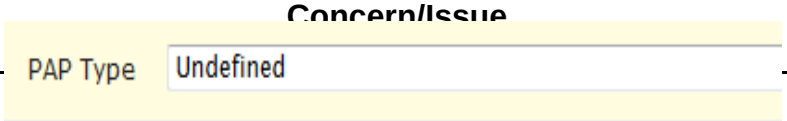
Tracking No.	Description	Details	Module/Tab
MES-32	Location displayed should be limited to provinces in the region	"Location (Province)" column should only display the provinces in the specific region selected.	Regional Matrix
MES-34	Locations should be in Proper Case	Provinces under the "Location (Province)" column of the Regional Matrix report should be in Proper Case not Uppercase.	Regional Matrix
MES-35	Wrong Project Cost retrieved	"Project Cost (PM)" column of the report should retreive the *Total Cost* field of the *Project Cost* accordion under the *Project Cost* Tab. And it should be rounded to millions (two decimal places).	Regional Matrix
MES-36	Retrieve "Remarks/Status"	Remarks/ Status column of the report should be: 1. "Region: <Status field under the Status by Region under the Status Tab>" if it is available, otherwise start with Item 2; 2. "Overall: <same write-up as with the Overall Assesment under the Status of Implementation section of the report	Regional Matrix
MES-38	Loan Details Not Retrieved	1. Loan Details Not Retrieved. 2. "Original Closing Date" field duplicated. 3. Revised Closing Date field should be added, and the most recent should be displayed. 4. The ff fin indicators should be shown - "Availment Rate (%): ##.##"; "Disbursement Rate (%): ##.##"; "Disbursement Ratio (%): ##.##"; "Utilization Rate (%): ##.##"; "Time Elapsed (%): ##.##".	Regional Matrix
MES-40	Groupings of Funding Agencies	Financial Reports for Loans and Grants (Details or Summary) when grouped by Funding Agency should use the ff major groupings: ADB, JICA, World Bank, China, and Others.	Loans/Grants Reports
MES-43	Rounding off to Millions in Reports (Site Wide)	Even if exact amounts are inputted in ODAMS, figures should be rounded off to millions (two decimal places) when used/displayed in reports.	Loans/Grants Reports, Project Profiles, Regional Matrix

Tracking No.	Description	Details	Module/Tab
MES-44	Documents	Uploading files work, but when adding them to a project, only two files are available, which are not even in the uploaded files list.	Documents
MES-50	Redesigned Components Table in Project Profile Report	One to Many relationship between Project Components and Output Indicators not properly represented in the matrix. Can you not repeat the Project component when it has multiple output indicators under it?	Project Profile
MES-52	Retrieved deleted output indicator in the project profile	Even the deleted output indicator seemed retrieved; it is shown in the matrix. "Bridging Materials (FC)" component for Mega Bridges Project only has four output indicators, but 5 are shown in the profile.	Project Profile
MES-54	Target at end of project under the project components	*Target at end of Project* under the Project Components Matrix does not retrieve the values in the *Output Indicator* grid of the *Component* section in the input module. Also, there shouldn't be any "M" at the end of each value.	Project Profile
MES-59	Sort by alphabetical order	Sort by alphabetical order	Loans Report - ALL
MES-60	Computation of Balance is wrong	Computation of Balance is wrong.	Loans Report - Utilization Rate
MES-61	Formula is Wrong	Formula of Unutilized Amount, Cumulative Cancellation, Total Balance and Actual Disbursement wrong.	Loans Report - Disbursement Ratio
MES-21	Overall Assessment under Status of Implementation	It should follow this template: "Project is" <Overall Status field under Status Tab>. "Overall accomplishment is " <Actual Accomplishment field under Status Tab> "% vs. target of " <Target Accomplshment field under Status Tab> "% with "<positive/negative> "slippage of "<Slippage field under Status Tab> "%." <Comments field under Status Tab>.	Project Profile
MES-22	Compute for Time Elapsed	Use this formula when computing for time elapsed: (Reporting Cut-off Date - Loan Effectivity Date) / (Original Loan Closing Date - Loan Effectivity Date) x 100%	Project Profile

Tracking No.	Description	Details	Module/Tab
MES-23	Remove "(As of)" in the Financial Performance section	Remove "(As of)" in the Financial Performance section of the report.	Project Profile
MES-29	Filter by Status	Status dropdown box should contain the values of the Status field under the Loans Performance of the Financing Tab. A project will only show up when the Suspended status is chosen if all its loans have Suspended status. The same is true for Cancelled and Closed statuses.	Regional Matrix
MES-25	Add Disbursement Ratio definition	Add under "Note" after Disbursement Rate the definition of Disbursement Ratio to wit: "Ratio of the actual disbursements for the year to the net loan amount available during the year."	Project Profile

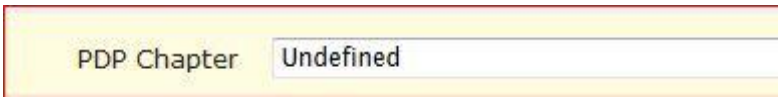
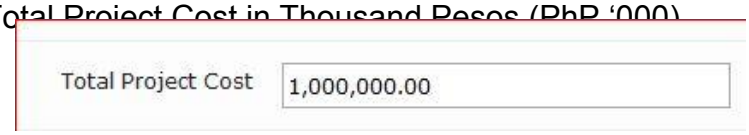
BUGS IN THE PUBLIC INVESTMENT PROGRAM (PIP) MODULE

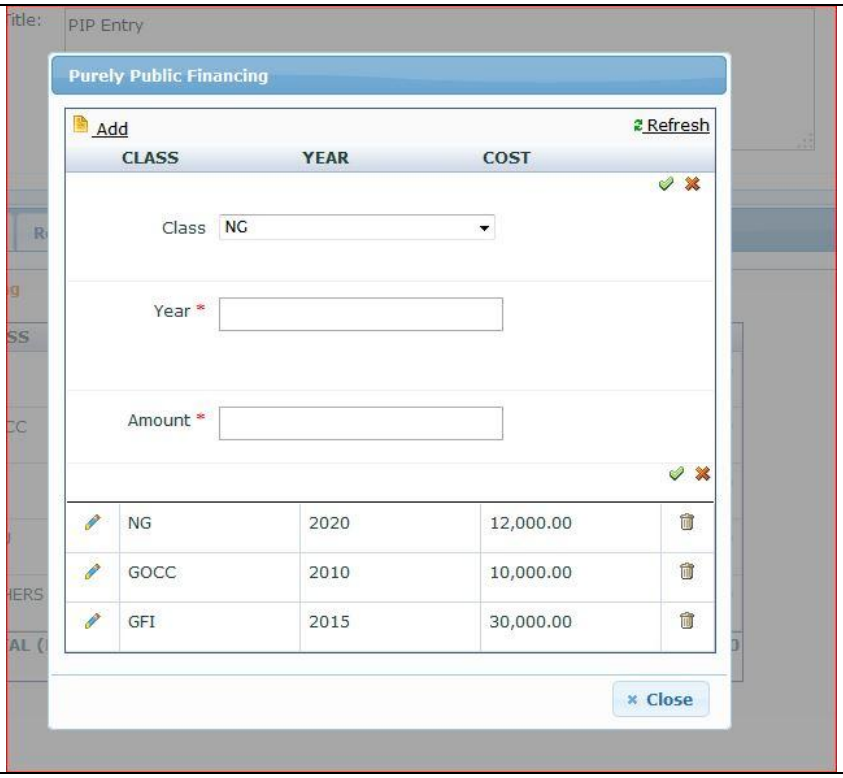
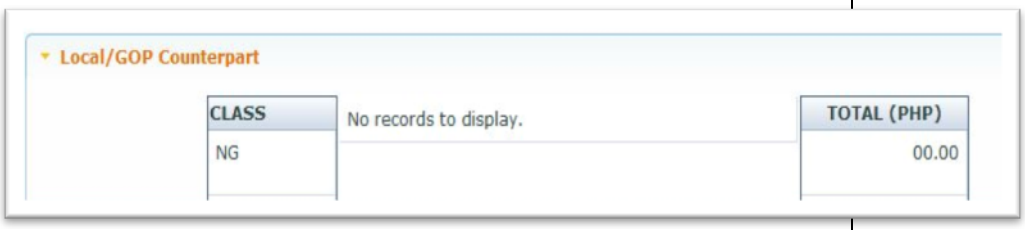
Records/Input Module

No.	Field	Concern/Issue	Urgency/ Status
1	General Info		non-urgent
2	General Info	Project Type by Funding Source -Once a funding source category has been added, it can no longer be deleted, which should not be the case. -There is a default list of funding source already listed (pre-selected). -Please reflect the following funding sources instead of those captured in the image below: NG GOCC GFI LGU ODA Grant Private Sector Others	Immediate

		by Funding Source Add Refresh NAME Combinations of independent project types such as Hybrid: Private Sector and NG - ODA Loan, etc. Private Sector NG - ODA Loan LGU ODA Grant NG - Locally Funded Project NG - ODA Loan NG - Locally Funded Project Private Sector GOCC/GFIs ODA Grant	
3	General Info	Status. Kindly delete, no longer relevant Status Undefined	Immediate

No.	Field	Concern/Issue	Urgency/ Status
4	General Info	PDP Chapter: for updating. <u>New Chapterassignments:</u> Chapter 2: Macroeconomic Policy Chapter 3: Competitive Industry and Services Sector Chapter 4: Competitive and Sustainable Agriculture and Fisheries Sector Chapter 5: Resilient and Inclusive Financial Sector Chapter 6: Social Development Chapter 7: Good Governance and the Rule of Law Chapter 8: Peace and Security Chapter 9: Sustainable and Climate-Resilient Environment and Natural Resources Chapter 10: Accelerating Infrastructure Development If possible, tick boxes since there are projects that are responding to more than 1 chapter	Immediate

No.	Field	Concern/Issue	Urgency/ Status
			
5	General Info	16 Point Agenda Suggested to be tick boxes instead of dropdown, since there are projects that are responding to more than 1 agendum 	Immediate
6	General Info	Suggested to include (PhP '000) so that the figures that will be reflected are in thousand pesos and not in actual amount: Total Project Cost in Thousand Pesos (PhP '000) 	very urgent
7	Coverage	This must be renamed to 'Spatial Coverage' Dropdown boxes: (1) change from Specific region to **Region-Specific;** (2) Add**: To be determined**	Immediate
8	General Info	If possible to add another tick-box like the LGU Participated. **CIP** 	Immediate
9	Financing details tab	Kindly update this to include **Private Sector; ODA Grant** and **Others** in the Class dropdown. Please ensure the following funding sources: NG GOCC GFI LGU ODA Grant Private Sector Others	Immediate

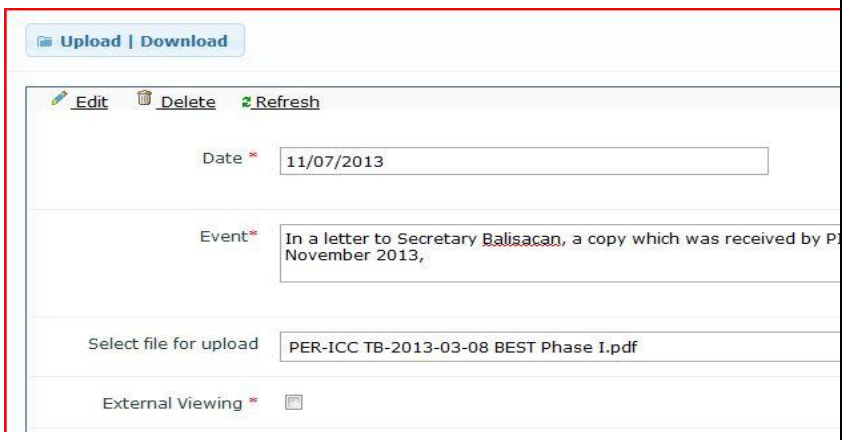
No.	Field	Concern/Issue	Urgency/ Status
			
10	Financing	Total header, please include '000 to be reflected as **TOTAL (PhP '000)** 	non-urgent

Reports Module

No.	Concern/Issue	Urgency/ Status
11	Kindly ensure that reports are being generated, to date, reports aren't properly generated.	Urgent
12	All finance source should also be: NG GOCC GFI LGU ODA Grant Private Sector Others	Urgent
13	For the report generation, source of fund should only come from the upper part of the financing details (local/gop counterpart) and we do not intend to fill as of the moment the ODA counterpart on the second drop down, suggested to be deleted. 	Urgent

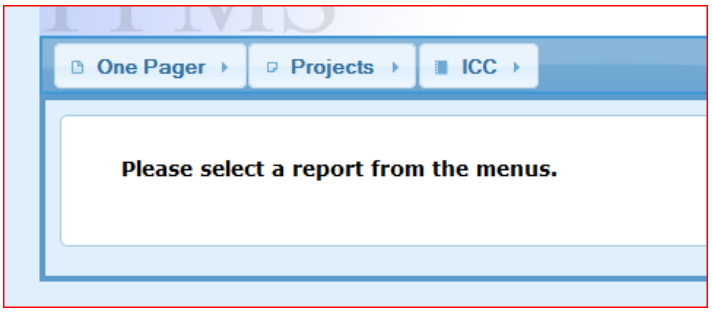
BUGS IN THE PROJECT PROPOSAL MONITORING SYSTEM (PPMS)

Records/Input Module

No.	Field	Concern/Issue	Urgency/ Status
1	Chronology	a. Enhancement on the chronology uploading of document – as discussed and agreed with Mark and Marc, uploading will be on a per project basis b. Number of characters – kindly indicate the number of characters in the event field  	Very urgent
2	Transaction tab	Proposed to be hidden and visible only to Administrators	Non-urgent

No.	Field	Concern/Issue	Urgency/ Status
3	General Info Proposed Fund Type Funding Institution Facilities	For updating the fields Proposed fund type: To include in the list of options, local funds, remove bid plus financing Loans, Grants, PSP/ BOT projects, Bid plus Financing, Local funds, Others, Not specified Proposed Funding Institution and Facilities -updates are in the attached email On the funding facilities, please change from institution name to facility name 	Urgent

Reports Module

No.	Field	Concern/Issue	Urgency/ Status
4	Report Generation	If possible to modify information to be generated or make queries, aside from the default reports to be generated;  	Very urgent

No.	Field	Concern/Issue	Urgency/ Status
5	Search/ query field	The report generated for example in PDF form, does not reflect the funding institution.	Urgent
6	One pager-report/ and with chronology	Error: total project cost and (sometimes) and funding source are not reflected in the report generated.	Urgent
7	Search Results	Both Dropped and Committed project/s should be searchable.	Immediate

<table>
<tr><th>No.</th><th>Field</th><th>Concern/Issue</th><th>Urgency/ Status</th></tr>
<tr><td>8</td><td>Project Specific Result

VI. Status/ Remarks</td><td>Mapping of webpage from the inputting module

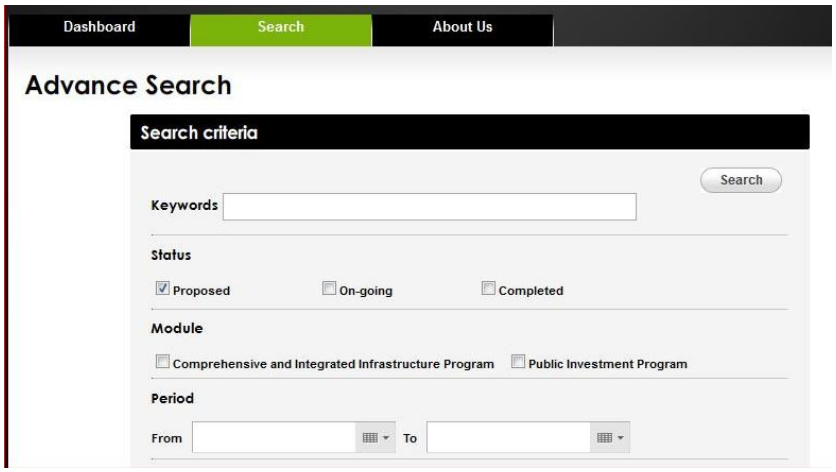
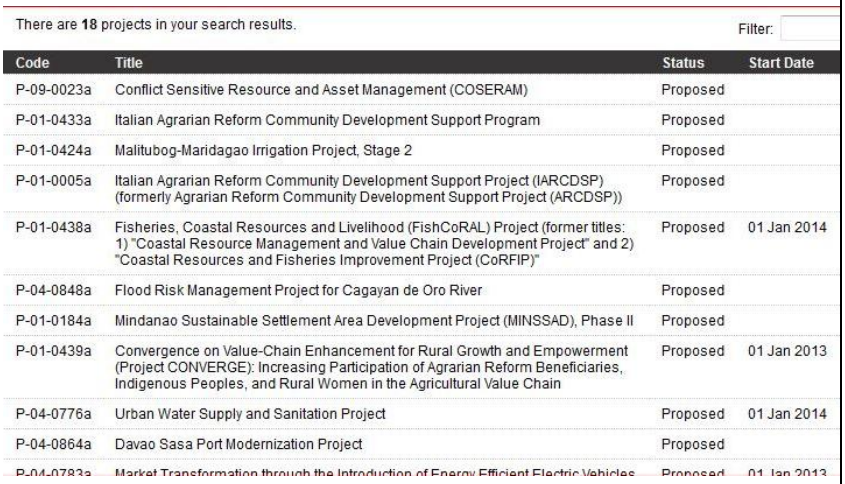
In the “VI. Status/Remarks” section, the status to be shown in the searched should be the same as the remarks section in the inputting module (not the chronology).

Please see below example for the Philippine Rural Development Project (PRDP):

Inputting module
Remarks
The project was confirmed by the NEDA Board last June 26, 2013.

Approved by the Joint ICC- CC&TB in its 8 April 2013

Web page
V. Financing details
VI. Status / Remarks
<table><tr><th>Date / Year / Quarter</th><th>Remarks</th></tr><tr><td>06 Sep 2012</td><td>DA submitted its proposal to NEDA</td></tr><tr><td>11 Sep 2012</td><td>Received DA's proposal dated 6 September 2012.</td></tr><tr><td>12 Sep 2012</td><td>Letter to Secretary Alcala acknowledging receipt of DA's proposal. Complete ICC checklist and project evaluation matrix were attached.</td></tr><tr><td>12 Sep 2012</td><td>Project proposal was referred by Public Investment Staff to NEDA-Agriculture Staff (lead evaluating staff) and Project Monitoring Staff. AS was requested to directly solicit inputs from other concerned Staffs and Regional Offices</td></tr><tr><td>20 Sep 2012</td><td>Regional Development Council VII endorsement of the PRDP was received by NEDA on 26 September 2012. RDC Resolition No. 118 s 2012, endorsing the MRDP2 projects for financing under the PRDP amounting to no less than US$200M</td></tr><tr><td>27 Aug 2012</td><td>WB letter to DA informing that a PRDP preparation mission will be fielded from August 30 to September 28. A copy was received by NEDA-PIS on August 28, 2012</td></tr><tr><td>08 Aug 2012</td><td>Letter of DA to NEDA-PIS inviting for a meeting to discuss PRDP on 15 August 2012, 8:30 am at te NAFC Apacible Hall, DA, Diliman, Quezon City. Advance copy of the draft fs will be provided by email. -The proposed meeting did not push through</td></tr><tr><td>16 Oct 2012</td><td>In a letter to NEDA, DA submitted the additional submission and revisions of the Department of Agriculture following the 26 September 2012 meeting with the NEDA Secretariat and DA. Also attached are the following documents: 1. Revised ICC PE Forms 2. Project Evaluation Matrix 3.</td></tr></table></td><td>Immediate</td></tr>
</table>

No.	Field	Concern/Issue	Urgency/ Status
9	Advance Search	On the search criteria, it is fine to have the status 'proposed' for the PPMS module searching (see picture 1). However, it is suggested that once the search is complete (see picture 2), kindly display its actual status as reflected in the inputting module (see picture 3) and in the selected project's I. Profile (see picture 4). **Picture 1**  **Picture 2**  There are **18** projects in your search results. Filter: Code / Title / Status / Start Date P-09-0023a / Conflict Sensitive Resource and Asset Management (COSERAM) / Proposed P-01-0433a / Italian Agrarian Reform Community Development Support Program / Proposed P-01-0424a / Malitubog-Maridagao Irrigation Project, Stage 2 / Proposed P-01-0005a / Italian Agrarian Reform Community Development Support Project (IARCDSP) (formerly Agrarian Reform Community Development Support Project (ARCDSP)) / Proposed P-01-0438a / Fisheries, Coastal Resources and Livelihood (FishCoRAL) Project (former titles: 1) "Coastal Resource Management and Value Chain Development Project" and 2) "Coastal Resources and Fisheries Improvement Project (CoRFIP)" / Proposed / 01 Jan 2014 P-04-0848a / Flood Risk Management Project for Cagayan de Oro River / Proposed P-01-0184a / Mindanao Sustainable Settlement Area Development Project (MINSSAD), Phase II / Proposed P-01-0439a / Convergence on Value-Chain Enhancement for Rural Growth and Empowerment (Project CONVERGE): Increasing Participation of Agrarian Reform Beneficiaries, Indigenous Peoples, and Rural Women in the Agricultural Value Chain / Proposed / 01 Jan 2013 P-04-0776a / Urban Water Supply and Sanitation Project / Proposed / 01 Jan 2014 P-04-0864a / Davao Sasa Port Modernization Project / Proposed P-04-0783a / Market Transformation through the Introduction of Energy Efficient Electric Vehicles / Proposed / 01 Jan 2013 **Picture 3 (from webpage display)** **Picture 4 (from inputting module)** 	Very urgent

Annex F. Key PPIES Enhancements to be Implemented

Enhancements to the current version of PPIES shall include, but is not limited to the following:

Area of Concern	Specifications for the Enhancement of PPIES
Linking PPIES (inter-module and inter-system)	• Within PPIES of the NCO, the coherence of the information managed by the different modules (i.e., the Comprehensive and Integrated Infrastructure Program or CIIP, the Project Proposal Monitoring System or PPMS, the Public Investment Program, and the ODA Monitoring System or ODAMS) should also be ensured by the central relational database to which they will have access. • Development of an MIS solution to be used by the NEDA Regional Offices based on the requirements of the RPMES and other requirements as may be identified during consultations. (The solution may be based on the PPIES, either with a local copy in the region or a web-only access to the central system lodged in the NCO). A single central relational database should encompass this system for the NROs and the PPIES of the NCO to ensure coherence and aggregation of information. • The business process (1) among the different units within the NCO and the NROs and (2) between the NCO and the NROs should be considered in establishing the central relational database relationship to ensure coherence of information, avoid data duplication, and maintain data integrity. • A single protocol for the identification of a unique project/program should be adopted by the NCO and the NROs.

Area of Concern	Specifications for the Enhancement of PPIES
Expanding PPIES scope and information base	• fields, tables and reports generation for evaluation data (ex-post evaluation and impact evaluation) supported • fields and reports for monitoring of locally-funded, PPP, and other priority non ODA-assisted projects supported • consistency with Regional Project Monitoring and Evaluation System (RPMES) implemented (Annex G) • aggregation and synthesis of inputted regional data into national level data facilitated • tracking of the results statements and indicators of the Philippine Development Plan-Results Matrix (PDP-RM) and the Regional Development Plan-Results Matrices (RDP-RMs) • assessment of the alignment & contribution of the RDP-RMs with the PDP-RM facilitated • assessment of the links/contribution of project/program outputs/outcomes to sector outcomes in the PDP-RM & RDP-RMs facilitated • issues/problems and lessons learned captured • uploading/viewing of project photos allowed • reference or source of information captured

Area of Concern	Specifications for the Enhancement of PPIES
Need for wider online access, enhanced security, compliance to the Open Data Agenda, and greater automation	• online generation of reports facilitated (both pre-defined reports and a dataset containing a masterlist of all available data – or user-defined custom reports – with the reports available in both human- and machine-readable non-proprietary formats such as opensource spreadsheets, CSV, etc.) • automatic "alarm bells" created for both data quality control and project/program monitoring data, wherein the system generates a report log or shows a warning/email notification to concerned NEDA & IA office/staff/personnel on the status of/updates on critical/problematic projects/programs when discrepancies on inputted and/or processed information go beyond pre−established limits (e.g., as against the thresholds as per the NEDA MES Alert Mechanism (Annex H) and the prescribed timelines and documentary requirements as per the ICC approval process). Internal data processing that generates the alarm bells may be done weekly (outside office hours to avoid processing overload) or as needed by the user with a click of a button. • creation of a content management module (to add/edit fields, modify reference tables, etc.) or a data file maintenance module (to add records under existing fields of reference tables and to customize back-up fields [unnamed/open fields per data type] in anticipation of the need for additional data fields in the future). • inputting data by uploading spreadsheets online in predefined formats/templates facilitated • data validation feature, wherein data updates (add, delete, or modify) are applied only after confirmation/vetting of a supervisor. There should be a module/dashboard wherein supervisors see list of data updates made by encoders which are still pending validation/vetting • required or important data fields highlighted in red font • online data access, i.e., input/viewing (by NROs, NEDA CO, central and regional offices of IAs, development partners) facilitated • sorting of search results based on basic project profile fields • mobile responsiveness of the application/software ensured • feedback mechanism for the general public created, where the public can post comments/remarks on projects/programs in the public web portal, which are then logged to a database, then emailed to the concerned NEDA & IA office/staff/personnel for information • improvement of the design of the web module to provide project information consistent with NEDA's disclosure policy • security features implemented - multi-user password protected access by user type, i.e.,

Annex G. Prescribed Reports Format as per the Regional Project Monitoring and Evaluation System (RPMES) Manual

Annex H. Alert Mechanism

The NEDA's internal Alert Mechanism (AM), which was introduced in 2009, identifies and flags projects which require priority monitoring and facilitation.

An alert mechanism for flagging problem projects was first envisioned under the NEDA Project Monitoring Staff (PMS) Manual for Project Monitoring which was published in 2004. The manual provides for: (a) the classification of problem projects into potential and actual; (b) leading indicators for assessing actual problem projects; and (c) the procedure for flagging problem projects.

Since the formal institutionalization of the Alert Mechanism in 2009, it has been used to generate quarterly reports on problem projects for the NEDA management. The AM utilizes indicators to classify ongoing ODA-loan assisted programs and projects into Potential (with one indicator category breached) and Actual problem projects (with at least two indicator categories breached).

Actual problem projects are further classified into two (2) alert levels: Level I, which is the Early Warning Stage; and Level II, which is the Critical Stage. An actual problem project that stays in the early warning stage for at least six months gets elevated to the critical stage. The AM uses the following leading indicators on financial, physical, cost overrun and stage of project implementation (indicators 1-4) to identify potential and actual problem projects.

Category	Indicators
Financial	
	1a – average disbursement rate[10] is below 50 percent for one year or in the last four quarterly reporting periods **1b** – difference between time elapsed[11] and utilization rate[12] is more than 30 percent
Physical	
	2a – at least 10 percent physical slippage[13] **2b** – delay in any major activity in the critical path for at least six months and/or with some activities for completion only after an extended period of implementation/loan validity
Cost Overrun	
	3a – potential cost overrun of at least 10 percent of ICC-

[10] *Actual disbursements as a percentage of target disbursements for a given year.*

[11] *Length of time the loan is active (reckoned from the date of loan effectivity to reporting period) as a percentage of the period of loan effectiveness*

[12] *Ratio of cumulative actual disbursements to the net commitment*

[13] *Difference between actual and target physical accomplishment expressed in percentage*

	approved cost **3b** – actual cost overrun of at least 10 percent of ICC-approved cost (excluding cost overrun with NEDA Board confirmation of ICC approval)
Stage of Project Implementation	
	4a – project is completing within the year[14] **4b** – project has entered midterm of implementation

[14] *A completing project shall refer either to physical completion or loan closing.*

Annex I. Gantt Chart of Major Activities and Deliverables

Activities	Month*																		Deliverables/Outputs
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	…	23	24	
Prepare the Inception Report																			Inception report to include (a) indicative work plan and (b) template of progress reports in electronic and hard copy (3 sets)
PPIES Enhancement																			
Perform system analysis on the current version of PPIES (for both the internal and the public web portal)																			Systems analysis report (includes documentation of the database structure, links and relationships, reports and summary-tables) in electronic and hard copy (3 sets)
Consult with the actors involved in the NCO to identify additional information, reports, summary-table requirements and desired new features or improvements																			Minutes of meetings (key agreements)
Draft the System Design Specification and Use Case/Mock-up (with diagram)																			Draft System Design and Use Case/Mock-up in electronic and hard copy (3 sets)
Discuss the draft system design with the concerned actors																			Minutes of meetings (key agreements)
Prepare (a) the System Design Specification and (b) Use Case/Mock-up (with diagram) (procedures, information flow, and concerned actors)																			Revised (a) System Design Specifications (b) Use Case/Mock-up (with diagram) in electronic and hard copy (3 sets)
Prepare revised detailed work plan																			Revised work plan in electronic and hard copy (3 sets)

Create a Quality Assurance module to: (1) keep track of the progress of development of planned MIS features/components/routines; (2) facilitate user testing, bug reporting and tracking; and (3) document system crashes/failures and corresponding fixes/solutions.																			Quality Assurance Module
Perform bug fixing, front-end and back-end programming, and web development to enhance the current version of PPIES (both the internal and the public web portal)																			
Develop Enhanced PPIES (Beta Version)																			Enhanced PPIES (Beta Version)
Prepare/submit in soft (2 CD copies) and hard copies (2 sets): (a) user manual; (b) training manual; and (c) e-Learning module (web-based and CD-based instructional training) complete with screenshots and voice-over.																			a) user manual (2 CD copy and 2 hard copies) b) training manual (2 CD copy and 2 hard copies) c) e-Learning module
Conduct user training for NCO																			a) PPT presentation (1 CD copy and 1 hard copy) b) Accomplished evaluation forms c) Summary report on the training evaluation, in electronic and hard copy (2 sets)
Unified NRO MIS																			
Study existing documentation of the different project/program MIS of the NROs and the report formats prescribed in the RPMES Manual																			
Consult with the NROs and gather additional information as to their MIS requirements																			Minutes of meetings and/or Report on consolidated NRO inputs.

Prepare a report detailing the different approaches to a unified MIS system design across NROs which should be linked with the PPIES of the NCO, including the recommend approach, its justification and software and network setup requirements.																			Alternatives analysis report on the recommended approach for a unified MIS for NROs.
Draft the System Design Specifications and Use Case/Mock-up (with diagram) for a unified MIS for NROs																			Draft System Design Specifications for NRO MIS
Discuss the draft System Design Specifications and Use Case/Mock-up with the concerned actors, then adjust and refine accordingly.																			Minutes of meetings and/or Report on consolidated NRO inputs.
Prepare (a) the System Design Specification for NRO MIS and (b) Use Case/Mock-up (with diagram)																			Revised (a) System Design Specifications for NRO MIS and (b) Use Case/Mock-up (with diagram)
Prepare revised detailed work plan																			Revised work plan
Update Quality Assurance module to: (1) keep track of the progress of development of the planned unified MIS for NROs; (2) facilitate user testing, bug reporting and tracking; and (3) document system crashes/failures and corresponding fixes/solutions.																			Updated Quality Assurance Module
Perform bug fixing, front-end and back-end programming, and web development for the unified NRO MIS (both the internal and the public web portal)																			
Develop Unified NRO MIS (Beta Version)																			Unified NRO MIS (Beta Version)
Prepare and submit in soft (2 CD copies) and hard copies (2 sets): (a) user manual; (b) training manual; and (c) e-Learning module (web-based and CD-based instructional training) complete with screenshots and voice-over.																			a) user manual (2 CD copy and 2 hard copies) b) training manual (2 CD copy and 2 hard copies) c) e-Learning module

Conduct user training for NRO staffs																			a) PPT presentation (1 CD copy and 1 hard copy) b) Accomplished evaluation forms c) Summary report on the training evaluation, in electronic and hard copy (2 sets)
Procurement for GIS Integration																			
Consult with the NEDA TCT to identify the desired GIS-supported features																			Minutes of meetings (key agreements)
Draft the Terms of Reference and Rating Scheme																			Draft TOR and Rating Scheme for the Consulting Firm for (a) designing, developing and integrating GIS and (b) for supervision of implementation
Identify potential service providers (key market players in the field of GIS development) and conduct market sounding																			a) List and contact details of potential bidders b) Minutes of meetings (key findings)
Prepare and submit revised TOR																			Revised TOR and Rating Scheme for the Consulting Firm for (a) designing, developing and integrating GIS and (b) for supervision of implementation
Administrative																			
Participate in bimonthly meetings																			24 Minutes of Meetings (key agreements)
Prepare and submit bimonthly progress reports																			24 bimonthly progress reports
Prepare and submit monthly progress billing																			Billing statements
System Finalization																			

Provide for a twelve-month warranty and defects liability period																			Zero outstanding bug count in the Quality Assurance Module
Finalize the Enhanced PPIES and Unified NRO MIS																			Enhanced PPIES and Unified NRO MIS (Final versions)
Turn-over source codes to NEDA-TCT																			3 CD copies of system source code
Prepare and submit in soft (3 CD copies) and hard copies (3 sets) the system documentation manual																			System documentation manual in soft (3 CD copies) and hard copies (3 sets)

** Indicative only, final schedule to be proposed by the Consulting Firm and approved by the NEDA.*

Section IV. Proposal Forms

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Section V: Appendices……197

Notes for Consultants

The following summarizes the content for the Technical Proposal.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

Indicate 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 subcontracting is allowed, add the following: 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.

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:

(1) failed to state nationality on the CV; or

(2) the CV is not signed in accordance with paragraph above.

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

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

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the NEDA]

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 proposal validity, *i.e.*, before *[insert date]*, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 16 we acknowledge and accept the NEDA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NEDA as a result of this Proposal or not.

We understand you are not bound to accept any Proposal 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 Ten 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 NEDA

On the Terms of Reference:

1.

2.

3.

4.

5.

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

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.*]

_____

Education:

[*Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained.*]

_____

Training:

[*Summarize trainings attended/facilitated, giving dates attended/facilitated, duration and subject matter.*]

_____

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.]

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.

_____Date: _____
[Signature of staff member and authorized representative of the firm] *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: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Location _____ Signature:__

(Authorized representative)

Full Name:_____

Title:_____

Address:_____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1. Draft Inception Report	
2. Revised//Final InceptionReport	
3. Interim Report	
4. Draft Final Report	
5. Final Report	

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

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

(a) followed the applicable rules and guidelines indicated in this ITB;

(b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and

(c) agrees to allow the NEDA, at their option, to inspect and audit all accounts, documents, and records relating to the its Proposal and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the NEDA]

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 Proposals (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 proposal validity period, *i.e.*, *[Date]*.

In accordance with **GCC** Clause 47, we acknowledge and accept the NEDA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NEDA as a result of this Proposal.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), 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 Proposal 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)[15]	Amount in Philippine Peso
Subtotal Local Taxes Total Amount of Financial Proposal		_____

[15] In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:_____	Activity No.:_____	Description:_____
Price Component	Currency(ies)[16]	Amount in Philippine Peso
Subtotal		_____

[16] 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 NEDA]* (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) Addenda and/or Supplemental/Bid Bulletins, if any;

   (f) Proposal forms, including all the documents/statements contained in the Consultant's proposal envelopes, as annexes;

   (g) Eligibility requirements, documents and/or statements;

   (h) Performance Security;

   (i) Credit line issued by a licensed bank, if any;

   (j) Notice of Award of Contract and the Consultant's conforme thereto;

   (k) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or

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

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

Binding Signature of NEDA

_____

Binding Signature of Contractor

_____

[Addendum showing the corrections, if any, made during the evaluation of proposals 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 procurement for *[Name of the Project]* of the *[Name of the NEDA]*;

   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 Consultant]* in the procurement process 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 procurement 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 NEDA 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 NEDA, 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 Consultant]* is related to the Head of the NEDA, 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 NEDA, 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 Proponent:

   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]*.

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

_____

[Consultant's Representative/Authorized Signatory]

[JURAT]

Section V. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key/Organic Personnel and Sub-Consultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.

2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.

3. Same information as in no.1 for Key Local Personnel.

4. List of approved Sub-Consultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

IV. Breakdown of Contract Price

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

1. Monthly rates for Personnel (Key/Organic Personnel and other Personnel)

2. Reimbursable expenditures

3. Applicable taxes

V. Services and Facilities Provided by the Client

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