



REPUBLIC OF THE PHILIPPINES

NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

BID BULLETIN NO. 3

PROCUREMENT OF CONSULTING SERVICES (C/S) FOR THE CONDUCT OF FEASIBILITY STUDY (F/S) ON HYBRIDIZATION OF EXISTING DIESEL POWER PLANTS WITH RENEWABLE ENERGY AND BATTERY

TO : PROSPECTIVE BIDDER/S

Please be informed of the following clarifications/amendments for the subject procurement:

REFERENCE / ITEM	CLARIFICATION / AMENDMENT
<p>Bid Document page 103</p> <p><i>Licenses Required</i></p> <p>Section 24.2</p>	<p>All licensed engineers must submit a photocopy of appropriate and valid Professional Regulation Commission (PRC) license.</p> <p>In the case of foreign consultants, the eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p>
<p>Bid Document page 101-105</p> <p><i>Qualification Requirements for Experts/Consultants</i></p>	<p>For Experts/Consultants requiring professional licenses, the Consulting Firm shall submit, as part of its Technical Proposal, certified true copies of the valid licenses of the Experts nominated by the Firm for the Study.</p>
<p>Bid Document page 103</p> <p><i>Financial Proposal Breakdown</i></p>	<p>The Consulting Firm may also hire, as it deems necessary and at its own expense, additional experts to ensure the quality and timely delivery of the scope of work of the consultancy service, and/or support staff to undertake administrative and/or logistical functions, as well as research work and/or technical writing, among others, provided that the total contract cost does not exceed the ABC and that</p>

	<p>realignment of budget between reimbursable and remuneration expenses is limited to only ± 20 percent.</p> <p>Adjustment can be applied both in the proposal and actual implementation. For the latter, it should be approved by the implementing unit of NEDA.</p>
<p>Bid Document page 104</p> <p><i>Responsibilities of the Implementing Agency (IA)</i></p>	<p>As provided in the TOR, may we reiterate the following IA Responsibilities:</p> <p>7.2.3. Shall provide assistance in the coordination with other concerned agencies/entities in the conduct of the study, such as securing the required permits(s) from the Protected Area Management Board (PAMB), Department of Environment and Natural Resources (DENR) for the conduct of activities and entry into the protected area, among others;</p> <p>7.2.4. Shall provide reasonable technical assistance to personnel of the Consulting firm with respect to incidents related to the conduct of the study; and</p> <p>7.2.5. Shall provide, upon the request of the Consulting Firm, available information/data and also if available, copies of previous related studies subject to the execution of the Confidentiality and Non-Disclosure Agreement (CNDA), if necessary;</p>
<p>Bid Document page 108</p> <p><i>Liquidated Damages</i></p> <p>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. Should the amount of liquidated damages reach <u>15 percent</u> of the contract amount, NEDA shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consulting Firm.</p> <p><i>Breakdown of the approved Budget for the Contract (ABC) on Annex D, Section VI of the Philippine Bidding Documents</i></p>	<p>Change to:</p> <p>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. Should the amount of liquidated damages reach 10 percent of the contract amount, NEDA shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consulting Firm.</p> <p>.</p> <p>On Annex D, Approved Budget for the Contract (ABC), Section VI of the Philippine Bidding Documents:</p>

	<p>The 12% VAT is applied to the Remuneration only Below is a sample computation for reference:</p> <table border="1"> <tr> <td>Remuneration</td><td>₱ 1,000,000.00</td></tr> <tr> <td>Plus 12% VAT</td><td>₱ 120,000.00</td></tr> <tr> <td>Total Remuneration</td><td>₱ 1,120,000.00</td></tr> <tr> <td>Total Reimbursable Expenses</td><td>₱ 1,000,000.00</td></tr> <tr> <td>Financial Proposal (Total Remuneration plus Total Reimbursable)</td><td>₱ 2,120,000.00</td></tr> </table>	Remuneration	₱ 1,000,000.00	Plus 12% VAT	₱ 120,000.00	Total Remuneration	₱ 1,120,000.00	Total Reimbursable Expenses	₱ 1,000,000.00	Financial Proposal (Total Remuneration plus Total Reimbursable)	₱ 2,120,000.00
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Financial Proposal (Total Remuneration plus Total Reimbursable)	₱ 2,120,000.00										
11.5 Philippine Taxes page 55	<p>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.</p> <p>The NEDA shall withhold a Final VAT of five percent (5%) on the total taxable base of Remuneration (exclusive of 12% VAT).</p> <p>In addition, Section 2 of BIR Revenue Regulation No. 11-2018 dated January 31, 2018, as amended by BIR Revenue Regulation No. 14-2018 dated March 28, 2018, provides that there shall be withheld a creditable income tax on the gross professional, promotional, and talent fees or any other form of remuneration for the services rendered by the following:</p> <p><u>Individual Payee:</u> If gross income for the year did not exceed ₱3M – Five Percent (5%) If gross income is more than ₱3M or VAT registered regardless of amount – Ten Percent (10%)</p> <p><u>Non-Individual payee:</u> If gross income for the year did not exceed ₱720,000.00 – Ten Percent (10%) If gross income exceeds ₱720,000.00 or VAT registered regardless of amount – Fifteen Percent (15%)</p>										
On Environmental Study	<p>The Consultant shall conduct a preliminary environmental assessment and formulate an Environmental Management Plan (EMP) for each hybrid power plant project to identify the possible mitigation measures and monitoring strategies to minimize the negative impacts of the projects. The EMP shall include, but not be limited to, the following:</p> <p>a) Definition of environmental management objectives for each phase of a project (i.e., during pre-construction, construction, operation and decommissioning);</p>										

	<p>b) Description of detailed actions needed to realize the objectives, including the strategies, staffing, timing, required resources and means of monitoring/verification;</p> <p>c) Review applicable laws, standards and regulations; and</p> <p>d) Description of linkage between EMP and relevant legislative and regulatory requirements.</p>
<i>CVs of the Experts</i>	<p>Indicate actual man-months of engagement and number of training hours for rating purposes</p> <p>Also include the contract costs of projects handled by the Team Leader.</p>
<i>15.1 Bid Security pages 55-56</i>	<p>The bid security shall be limited to any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. Duly Notarized Bid Securing Declaration; 2. The amount of not less than Eight Hundred Eighty-Eight Thousand Nine Hundred Twelve Pesos and 00/100 only (P888,912.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 3. The amount of not less than Two Million Two Hundred Twenty-Two Thousand Two Hundred Eighty Pesos and 00/100 only (P2,222,280.00), if bid security is in Surety Bond.
<i>Deadline for Submission of Bid/Proposals</i>	<p>The deadline for submission of bids/proposals is moved</p> <p>FROM : 17 August 2018, 12:00 NN</p> <p>TO : 23 August 2018, 12:00 NN</p>
<i>Opening of Bids/Technical Proposal</i>	<p>The opening of bids/technical proposals is moved</p> <p>FROM : 17 August 2018, 12:40 PM</p> <p>TO : 23 August 2018, 12:40 PM</p>

Issued on 31 July 2018, Pasig City.


CARLOS BERNARDO O. ABAD SANTOS
 Assistant Secretary
 and Chairperson, NBAC-CS