PHILIPPINE BIDDING DOCUMENTS

CONSULTING SERVICES

of the

System Development of Personal Property Security Registry (PPSR)

[Project ID No. LRA SPBAC-2024-01]

Government of the Republic of the Philippines
Land Registration Authority

Fifth Edition
August 2016

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I; and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. The following general directions should be observed when using the documents:

(a) All the documents listed in the Table of Contents are normally required for the procurement of Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.

(b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids

(c) Specific details, such as the "name of the Procuring Entity" and "address for proposal submission," should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.

(d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.

(e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.

(f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

(g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold typeface on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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Section I. Request for Expression of Interest

Notes on Request for Expression of Interest

The Request for Expression of Interest provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Request for Expression of Interest shall be:

(a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, seven (7) calendar days starting on the date of advertisement; and

(b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

(c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the IRR of R.A. 9184[1];

Apart from the essential items listed in the Bidding Documents, the Request for Expression of Interest should also indicate the following:

(a) The date of availability of the Bidding Documents, the place where it may be secured and the deadline for submission of the Expression of Interest (EOI) together with the application for eligibility;

(b) The set of criteria and rating system for short listing of prospective bidders to be used for the particular contract to be Bid, which shall consider the following, among others:

   (i) Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firms or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants;

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[1] *Two years after effectivity of the 2016 Revised IRR of RA 9184 on* ***28 October 2016****, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.*

(ii) Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking; and

(iii) Current workload relative to capacity;

(c) The number of consultants to be shortlisted and the procedure to be used in the evaluation of Bids of shortlisted consultants, *i.e.*, QBE or QCBE; and if QCBE, the weights to be allocated for Technical and Financial Proposals; and

(d) The contract duration.

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

REPUBLIKA NG PILIPINAS
KAGAWARAN NG KATARUNGAN
PANGASIWAAN SA PATALAAN NG LUPAIN
(LAND REGISTRATION AUTHORITY)
East Avenue cor. NIA Road
Quezon City

REQUEST FOR EXPRESSION OF INTEREST FOR THE PROCUREMENT ACTIVITY OF CONSULTING SERVICES TO PROVIDE FOR THE SYSTEM DEVELOPMENT OF THE PERSONAL PROPERTY SECURITY REGISTRY (PPSR)

1. The ***Land Registration Authority***, through the General Appropriations Act for FY 2024 intends to apply the sum **TWELVE MILLION PESOS (PhP12,000,000.00)**, inclusive of VAT being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Consulting Services of the System Development of Personal Property Security Registry (PPSR)** with **Project ID No. LRA SPBAC-2024-01.** Bids Received In Excess Of The ABC shall be automatically rejected at the opening of the financial proposals.

2. The ***Land Registration Authority*** now calls for the submission of eligibility documents for **Procurement of Consulting Services of the System Development of Personal Property Security Registry (PPSR).** Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before ***18 January 2024, 9:30 AM*** at the **Property and Supply Section, Lower Ground Floor and/or 4th Floor Conference Room, LRA Building, East Ave., Diliman, Quezon City**. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

   Opening of eligibility documents shall be on ***18 January 2024 at 10:00 AM***, at the LRA Conference Room and via video conferencing via Zoom, with the following details:

   Meeting ID: 350 269 1810
   Passcode: SPBAC2023

   Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

3. Interested bidders may obtain further information from ***Land Registration Authority*** and inspect the Bidding Documents at the address given below during office hours *8:00 AM to 5:00 PM*

4. A complete set of Bidding Documents may be acquired by interested Bidders on **10 January 2024** from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twelve Thousand Pesos (Php 12,000.00).*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The short list shall consist of ***three (3)***[2] prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firm or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants	35%
Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	40%
Current workload relative to capacity	25%

6. The Bidders shall be selected and employed in accordance with the Quality Based/Selection Evaluation (QBE/ QBS) procedures as described in the Bidding Documents.
7. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the IRR of RA 9184. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

8. The Procuring Entity shall evaluate bids using the *Quality Based Evaluation/ Selection (QBE/QBS)* procedure. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

9. The contract shall be completed within *three (3) months of development up to live deployment, and shall provide one (1) year support and fix all system bugs identified.*

10. The ***Land Registration Authority*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

[2] For World Bank financed contract, the short list should be six (6) Consultants.

LRA SPECIAL BAC SECRETARIAT
Email: spbac.secretariat@lra.gov.ph/ *0960-3787106*

MARIA RUDYLYN A. CEBRERO
Special BAC Secretariat
Room 02, Ground Floor, Office of the Property and Supply Section
Mobile No. 0927-9487772

ATTY. RONI MAY L. SAMARITA
Special BAC Secretariat
Room 407, Office of the Deputy Administrator
Mobile No. 0960-3787106

Date Issuance of Bidding Documents: 10 January 2023 at Quezon City

ATTY. TEODORO L. BONIFACIO, JR.
Chairperson, LRA Special Bids and Awards Committee
East Avenue corner NIA Road, Diliman, Quezon City

Section II. Eligibility Documents

Notes on the Eligibility Documents

This Section provides the information necessary for prospective bidders to prepare responsive Eligibility Documents in accordance with the requirement of the Procuring Entity.

The provisions contained in this Section are to be used unchanged. Additional information or requirements specific to each procurement shall be specified in the EDS.

1. Eligibility Criteria

1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines; or

(e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **EDS**.

1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the **EDS**.

1.4. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

(a) Class "A" Documents –

Legal Documents

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

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

(ii.1) the name and location of the contract;

(ii.2) date of award of the contract;

(ii.3) type and brief description of consulting services;

(ii.4) consultant's role (whether main consultant, subconsultant, or partner in a JV)

(ii.5) amount of contract;

(ii.6) contract duration; and

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

(iii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are

registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

(b) Class "B" Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

Financial Document

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

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

2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one shortlisted consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.

3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.

3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.

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

4. Sealing and Marking of Eligibility Documents

4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. ___ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.

4.3. All envelopes shall:

(c) contain the name of the contract to be bid in capital letters;

(d) bear the name and address of the prospective bidder in capital letters;

(e) be addressed to the Procuring Entity's BAC specified in the **EDS**;

(f) bear the specific identification of this Project indicated in the **EDS**; and

(g) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of eligibility documents, in accordance with Clause 5.

4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the **EDS**.

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility

documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.

7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.

7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **EDS**. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.

8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:

(h) the name of the prospective bidder;

(i) whether there is a modification or substitution; and

(j) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.

8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

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

9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.

9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

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

Section III. Eligibility Data Sheet

Notes on the Eligibility Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information and requirements in relation to corresponding clauses in the Eligibility Documents, and has to be prepared for each specific procurement.

The Procuring Entity should specify in this Section the information and requirements specific to the circumstances of the Procuring Entity, the processing of the eligibility, and the rules that will apply in the determination and evaluation of eligibility.

In preparing this Section, the following aspects should be checked:

(a) Information that specifies and complements provisions of the Eligibility Documents must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of the Eligibility Documents as necessitated by the circumstances of the specific procurement, must also be incorporated.

Eligibility Data Sheet

Eligibility Documents	
1.2	The Service Provider should have personnel who have Certification in Information Communication Technology. The Service Provider must have been in the business for at least five (5) years with track record in Software Development Project and Cloud Applications Development Project.
1.3	No further instructions.
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within five (*5) years* prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	*Submit Certification, Official Receipt and copy of Contract as proofs of acceptable and satisfactory completion of at least five (5) completed contracts. Such as:* a. Certificate of Good Standing and Satisfactory Completion or equivalent document for Completed Contracts from Government Agencies; AND b. Certificate of Good Standing and Satisfactory Completion or equivalent document for Completed Contracts from Private Entities (if applicable);
4.2	Each prospective bidder shall submit one (1) original and two (2) additional copies of its eligibility documents.
4.3 (e)	The Procuring Entity's address is **LAND REGISTRATION AUTHORITY** **Special Bids and Awards Committee** LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City
5	The address for submission of eligibility documents is LAND REGISTRATION AUTHORITY LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City The deadline for submission of eligibility documents is ***17 January 2024 at 9:30 AM***
8.1	The place of opening of eligibility documents is **4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City**

<table>
<tr><td></td><td>The date and time of opening of eligibility documents 17 January 2024 at 10:00 AM</td></tr>
<tr><td>9.1</td><td>Similar contracts shall refer to System/ Software Development.</td></tr>
<tr><td>9.2</td><td>PROCUREMENT OF SERVICE PROVIDER FOR THE DEVELOPMENT OF PPSR GUIDELINES ON TECHNICAL EVALUATION

1.Experience of the Service Provider, considering the overall experience of the firm (40%)

The sum of similar projects in Government and Private Sector over the last five (5) years is obtained. An equivalent rating is taken respectively from the tables below.

A. Similar Project Develop in Government and Private Sector

<table>
<tr><th>Project</th><th>Rating</th></tr>
<tr><td>Government</td><td>100</td></tr>
<tr><td>Private Sector</td><td>80</td></tr>
<tr><td>None</td><td>DQ</td></tr>
</table>
B. At least 5-year operations with track record in Software development project

<table>
<tr><td>Years of Operation</td><td>Rating</td></tr>
<tr><td>>15</td><td>100</td></tr>
<tr><td>Oct-14</td><td>90</td></tr>
<tr><td>06-Sep</td><td>80</td></tr>
<tr><td>5</td><td>70</td></tr>
<tr><td>,<5</td><td>DQ</td></tr>
</table>
C. At least 5-year operations with track record in Cloud Applications development project

<table>
<tr><td>Years of Operation</td><td>Rating</td></tr>
<tr><td>>15</td><td>100</td></tr>
<tr><td>Oct-14</td><td>90</td></tr>
</table>
</td></tr>
</table>

06-Sep	*80*
5	*70*
,<5	*DQ*

The Firm's score (FS) shall be computed as follows:

$$FS = \frac{\text{Rating in A + Rating in B + Rating in C}}{3} \quad x \quad 40\%$$

1. *The experience and education of each personnel (30%)*

A. Education Background

Each staff member is given a corresponding rating (based on the table below) for education. In case of more degrees obtained, the maximum educational attainment governs. Thus, a person who is both an MS and PhD holder gets a rating of 100. A person who has 2 or more MS degrees gets a rating of 90. A person who has a BS and MS degrees gets a rating of 90.

Educational Attainment	*Rating*
PhD	*100*
Master's degree	*90*
Bachelor's degree	*80*

$$AR\text{-}EA = \frac{\text{Sum of individual staff rating}}{\text{Total number of Staff}}$$

B. Certification in Information Communication Technology

Each staff member is given a corresponding rating (based on the table below) for ICT Certification. In case of more certifications obtained, the maximum ratings govern. Thus, a person who is both a Certified Developer and has a Project management certification gets a rating of 100. A person who has a Project Management Certification and Software Architect gets a rating of 90. A person who has a Software Architect Certification and Software associate gets a rating of 80.

ICT Certifications	***Rating***

Certified Developer (Python, Cloud Application or other related certifications)	*100*
Project Management Certification	*90*
Software Architect or other related certifications	*85*
Software Associate or other related certifications	*75*
Technical Writing certifications	*70*

The average rating (AR-Cert) is then calculated:

$$AR\text{-}Cert = \frac{\text{Sum of individual staff rating}}{\text{Total number of Staff}}$$

C. Numbers of Years of Personnel experience in the software development
Each staff is given a corresponding rating (based on the table below)

Years of Experience of Personnel in the software development	*Rating*
>15	*100*
Oct-14	*90*
06-Sep	*80*
5	*70*

The Number of years of experience in the software development (NY-SD) is then calculated:

$$NY\text{-}SD = \frac{\text{Sum of individual staff rating}}{\text{Total number of Staff}}$$

The total rating for Experience and education shall be computed as follows:

$$EE = \frac{AR\text{-}EA + AR\text{-}Cert + NY\text{-}SD}{3} \quad x \quad 35\%$$

3. Project Approach and Methodology (25%)

Criteria	*Rating*
A. Substance of the proposal as to plan of approach and interpretation of project problems and solutions and scheduling of project when it will be completed.	*Excellent – 100*
	Very Satisfactory – 95
	Satisfactory -85
	Unsatisfactory – 60
	Poor - 50
B. Completeness of the proposal, compliance with mandatory requirements as to how the work shall be carried out as outlined in the Terms of Reference.	*Exceeds minimum requirements – 100*
	Meets minimum requirements – 90
	Below minimum requirements - DQ
C. Clarity of methods and approaches to be used, soundness, practicability, innovativeness and scheduling of project elements such as resources, planning and dependencies.	*Excellent – 100*
	Very Satisfactory – 95
	Satisfactory -85
	Unsatisfactory – 60
	Poor - 50

The average rating for the project approach and methodology (AR-PAM) is then computed as follows

$$AR\text{-}PAM = \frac{Rating\ in\ 3a + Rating\ in\ 3b + Rating\ in\ 3c}{3}$$

4. The Total Score for the technical proposal is then computed as the sum of scores in criteria 1, 2 and 3

Total Score = FS+EE+AR-PAM

	NOTE: 1. *Based on the above criteria, the bidders shall be ranked according to their equivalent points* 2. *Only the top three (3) bidders meeting the cut off score of 60 points shall be included in the shortlist.*

CHECKLIST OF ELIGIBILITY REQUIREMENTS

(For Guidance Only)

I. Class "A" Documents –

☐ Eligibility Documents Submission Form (Annex "A")

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **and**

Technical Documents

☐ (e) Statement of all Completed Government and Private Contracts (Annex "B")

☐ (e.1) Project References (Annex "B.1");

☐ (e.2) Certificate of Good Standing and Satisfactory Completion or equivalent document for Completed Contracts from Government Agencies; **and**

☐ (e.3) Certificate of Good Standing and Satisfactory Completion or equivalent document for Completed Contracts from Private Entities (if applicable);

☐ (e.4) Copy of the contract, or contract abstract, clearly stating the scope of the contract/project/services;

☐ (f) List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (Annex "C"); **and**

☐ (g) Statement of the Consultant's Nationality (Annex "D") ; **and**

☐ (h) Curriculum Vitae for the Proposed Professional Staff (Use Annex "E"); **and**

☐ (i) Photocopy of the following documents must be submitted together with the Curriculum Vitae to evidence educational attainment, work experience and professional certifications:

☐ (i.1) Certificate of Employment and/ or Contract of Employment

☐ (i.2) Training programs attended

☐ (i.3) Diploma

☐ (i.4) Professional Certifications and/or Licenses

Financial Documents

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

II. Class "B" Document – (if applicable)

☐ (k) Valid Joint Venture Agreement (JVA) if JV is in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.

SECTION IV : ANNEXES (FORMS)

ANNEX A: ELIGIBILITY DOCUMENTS SUBMISSION FORM.....27

ANNEX B: STATEMENT OF ALL COMPLETED GOVERNMENT AND PRIVATE CONTRACTS.....28

ANNEX C: LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED.....29

ANNEX D: STATEMENT OF THE CONSULTANT'S NATIONALITY.....30

ANNEX E: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.....32

ANNEX "A"

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, and that each of the documents submit; and

b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

Note: This form must be accompanied by a duly notarized company's Secretary's Certificate or Special Power of Attorney, as applicable

Statement of Completed Contracts *(ANNEX "B")*

List of completed Government and Private Contracts which are SIMILAR in nature and complexity to the contract to be bid within the last five (5) Years.

Name of the Consultant: _____

Date of Contract	Name of Contract	Location of the Contract	Date of Award of Contract	Type and Brief Description of Consulting Service	Consultant is: a. main consultant b. subcontractor c. partner in a JV	Amount of Contract	Contract Duration

_____ Name and Signature of Authorized Representative

_____ Date

Attachments:

1 Project References in the "Annex B.1"
2 Certificate of satisfactory completion or certificate of acceptance from the client or official receipt clearly indicating full and final payment
3 Copy of the contract, or contract abstract, clearly stating the scope of the contract/project/services

ANNEX "B.1"

Consultant's Project References

Using the format below, provide information on similar projects involving similar services.

<table>
<tr><td colspan="2">Project Name:</td><td>Country:</td></tr>
<tr><td colspan="3">Total Project Cost :</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; Duration of Project:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services:</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:

☐ Data encoding, processing, and undertaking nationwide sample surveys.
☐ Developing or configuring complex data entry programs of questionnaires</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

ANNEX "C"

List of All-Ongoing Government and Private Contracts, Including Contracts, Awarded But Not yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract

Name of the Consultant_____

S. No.	Name and Location of the Project	Date of Award of the Contract	Type and Brief Description of Consulting Services	Consultant's Role (Whether Main Consultant, Subcontractor, or Partner in a JV)	Amount of Contact	Contract Duration	Value of Outstanding Contract	Similar Project (Y/N)
Government								
Private								

Note: If the Bidder does not have any on-going project, please state *"NONE"* in the form above and include the form in the submission of eligibility requirements.

_____ Name and Signature of Authorized Representative

_____ Date

ANNEX "D"

Statement of the Consultant's Nationality

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In compliance with the requirements of the **Land Registration Authority Special Bids and Awards Committee (LRA-SP BAC)** for the bidding of the *(Name* of *the Project/Public Bidding No. __), I/*we hereby declare the following:

1. [Select one and delete the rest].

   [If domestic entity bidder] That *(Name of the bidder)* is a domestic *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the Philippines;

   [If foreign entity bidder] That *(Name of the bidder)* is a foreign *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the *(Name of the country);*

   [If foreign entity bidder] That *(Name of the bidder)* is registered with the Securities and Exchange Commission and/or any agency authorized by the laws of the Philippines;

2. That the proposed partners/ key staff who shall actually perform the services possess the necessary technical and professional competence as required under ED Clause 1.2;

3. That the following are the proposed Consultants:

Name of Proposed Consultant	Proposed Position	Nationality	Proof of Identification
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

4. That attached herewith are the Curriculum Vitae of the abovementioned personnel *(Annex/es ____).*

Very truly yours,

Signature: _____
Name and Title of Authorized Signatory: _____
Name of Consultant/Company: _____
Address: _____Contact No/s._____

ANNEX "E"

Format of Curriculum Vitae (CV) for Proposed Professional Staff

FIRM'S PROFILE

Name of Firm	
Form of Organization:	**Year Established:**
Business Address:	
Principal Contact Person:	
Contact Number:	**Email:**
General Description and Technical Capabilities	

Field of Specialization and Type of Service		
Field	***Service Provided***	***Experience (No. of Years)***

Company Officers and Key Personnel

Name	*Position*	*Education*	*Expertise*	*Years with Firm*	*Age*

Current Number of Personnel

Position	*Number*		
	Full time	*Part time*	*Total*

Awards, Certifications, Relevant Distinctions

Name	*Given By*	*Date*

Signature: _____

Name and Title of Authorized Signatory: _____

Name of Consultant/Company: _____

Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

For scoring purposes, please provide all the necessary details as required per Section II of Evaluation Criteria in the EDS, clause 9.2.

Note: All fields are mandatory. Indicate "N/A" if not applicable.

<table>
<tr><td colspan="8">Name of Firm</td></tr>
<tr><td colspan="8">Proposed Position:</td></tr>
<tr><td colspan="8">Detailed Task Assigned:</td></tr>
<tr><td colspan="8">Personal Information</td></tr>
<tr><td colspan="8">Name:</td></tr>
<tr><td colspan="3">Profession:</td><td colspan="2">Contact No.</td><td colspan="2">Email Address</td></tr>
<tr><td>Date of Birth</td><td colspan="3"></td><td>Citizenship</td><td colspan="2">Civil Status</td></tr>
<tr><td colspan="8">Work Experience (start from the current employment)</td></tr>
<tr><td rowspan="2">Company Name</td><td colspan="2">Inclusive Dates</td><td rowspan="2">Total (Year Months)</td><td rowspan="2">Position Title</td><td colspan="2" rowspan="2">Actual Duties and Responsibilities(State the Name and Descriptions of the Projects handled)</td></tr>
<tr><td>From</td><td>To</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>Similar Relevant Experience</td><td>Similar Overall Experience</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="8">Current Workload (include workload or projects from other companies, if any)</td></tr>
<tr><td rowspan="2">Company Name</td><td colspan="2">Inclusive Dates</td><td rowspan="2">(Year Months)</td><td rowspan="2">Position Title</td><td colspan="2" rowspan="2">Actual Duties and Responsibilities (State the Name and Descriptions of the Projects handled)</td></tr>
<tr><td>From</td><td>To</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>Similar Relevant Experience</td><td>Similar Overall Experience</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
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<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

Relevant Training ***(for the last five (5) years either as a participant or resource speaker)***

Course Title	Inclusive Dates		Location	No. of Hours	Conducted / Sponsored by
	From	To			

Education ***(start from the most recent)***

School	Inclusive Dates		Degree Course	Scholarships / Academic Honors Received
	From	To		

For Post-Graduate Education:

School	Inclusive Dates		Degree Course	Please indicate if: (a) With academic subject/s for completion; (b) Completed academic subject/s short of comprehensive exam/thesis; (c) Graduated
	From	To		

Professional Licenses, Membership in Professional Organization, Certifications and Other Credentials					
Title			Date Received/Validity		
Language Proficiency (Reading, Writing, Speaking)					
English			**Filipino**		
Reading	Writing	Speaking	Reading	Writing	Speaking
☐ Excellent	☐ Excellent	☐ Excellent	☐ Excellent	☐ Excellent	☐ Excellent
☐ Good	☐ Good	☐ Good	☐ Good	☐ Good	☐ Good
☐ Fair	☐ Fair	☐ Fair	☐ Fair	☐ Fair	☐ Fair
☐ Poor	☐ Poor	☐ Poor	☐ Poor	☐ Poor	☐ Poor

Notes:

- Photocopy of the following documents must be submitted together with the Curriculum Vitae to evidence educational attainment, work experience and professional certifications:

  1. Certificates of Employments and/ or Contract of Employment
  2. Valid Professional Certifications and/or Licenses
  3. Diploma
  4. Training programs attended

- Failure to indicate the Number of Hours for each relevant training will be given a corresponding score of Zero "0".

CERTIFICATION

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

_____ _____

Signature of Staff Member and Authorized Representative of the Firm

Date

Full Name of the Staff Member: _____

Section I. Notice of Eligibility and Short Listing

January ___, 2024

[Name and Address of Short Listed Consultant]

Dear *[Addressee]*:

1. The ***Land Registration Authority*** (hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from General Appropriations Act for FY 2024 (hereinafter called the "Funding Source") toward the cost of **Procurement of Consulting Services for the System Development of Personal Property Security Registry (PPSR)**. The Procuring Entity intends to apply a portion of the funds in the amount of *PHILIPPINE PESOS: TWELVE MILLION (Php 12,000,000.00)* to eligible payments under the contract for the **Procurement of Consulting Services for the System Development of Personal Property Security Registry (PPSR)** for which the Bidding Documents is issued.

2. The Procuring Entity now invites bids to provide the following Consulting Services: **Procurement of Consulting Services for the System Development of Personal Property Security Registry (PPSR)**. More details on the services are provided in the Terms of Reference (TOR) for the project.

3. The Consultant shall be selected and employed in accordance with **Quality Based Evaluation/Selection (QBE/QBS)** procedures as described in the Bidding Documents.

4. This notice has been addressed to the following short listed consultants:

   [Insert list of short listed consultants]

5. It is not permissible for you to transfer this invitation to any other consultant.

6. The Bidding Documents may be acquired at *Land Registration Authority* during *8:00 A.M to 5:00 P.M*, Monday to Friday, upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Twelve Thousand Pesos (Php 12,000.00)*.

7. The ***Land Registration Authority*** will hold a Pre-Bid Conference on ***10:00 AM, 25 January 2024*** at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City, which shall be open to all short listed consultants. [3]

Yours sincerely,

ATTY. TEODORO L. BONIFACIO, JR.
Chairperson, LRA Special Bids and Awards Committee

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[3] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Bidding Documents

Republic of the Philippines

SYSTEM DEVELOPMENT OF PERSONAL PROPERTY SECURITY REGISTRY (PPSR)

A centralized and nationwide electronic registry where notice of security interest and a lien in personal property may be registered.

Section II. Instructions to Bidders

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A. General

11. Introduction

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

1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.

1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.

1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.

1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.

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

12. Conflict of Interest

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

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

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

(c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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

(a) If the Consultant is an individual or sole proprietorship, then to himself;

(b) If the Consultant is a partnership, then to all its officers and members;

(c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;

(d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or

(e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

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

2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.

2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.

2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the shortlisted consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

13. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

14. Consultant's Responsibilities

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB** Clause 10.2(d).

4.2. The Consultant is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for this Project, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.

(e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

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

(g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;

(j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

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

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

4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.

4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

15. Origin of Associated Goods

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

16. Subcontracts

6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.

6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.

6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

17. Pre-Bid Conference

7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.

7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will

be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulleting. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

18. Clarifications and Amendments to Bidding Documents

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

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

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

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

C. Preparation of Bids

19. Language of Bids

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

110. Documents Comprising the Bid: Technical Proposal

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

(a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.

(b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.

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

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

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

(a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).

(b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:

(i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.

(c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:

(i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia,* the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

(ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to b25.3e provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

(iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.

(iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any

partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

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

(vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:

(vi.1) is proposed for a domestic position but is not a Filipino citizen;

(vi.2) failed to state nationality on the CV; or

(vi.3) the CV is not signed in accordance with paragraph (v) above.

(vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

(viii) 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 using TPF 8. Activity (Work) Schedule.

(d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

111. Documents Comprising the Bid: Financial Proposal

11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.

11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. 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, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.

11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.

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

11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

112. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

113. Bid Currencies

13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine

Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

114. Bid Validity

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

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

115. Bid Security

15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. *For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	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. *For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	
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%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.

15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the

Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.

15.5. The bid security may be forfeited:

(a) if a Consultant:

(i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;

(ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;

(iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;

(iv) submission of eligibility requirements containing false information or falsified documents;

(v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Consultant:

(i) fails to sign the contract in accordance with **ITB** Clause 31;

(ii) fails to furnish performance security in accordance with **ITB** Clause 32; or

(iii) any other reason stated in the **BDS**.

116. Format and Signing of Bids

16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.

16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section ___ hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.

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

117. Sealing and Marking of Bids

17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".

17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL PROPOSAL" and "COPY NO. ___ – FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.

17.4. All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

(b) bear the name and address of the Consultant in capital letters;

(c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;

(d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.

17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

118. Deadline for Submission of Bids

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

119. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

120. Modification and Withdrawal of Bids

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

modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

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

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

20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

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

21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.

21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any

requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened

21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .

21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.

22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

23. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

24. Bid Evaluation

24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.

24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.

24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25 Evaluation of Technical Proposals

25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.

25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:

(a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;

(b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

(c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid

shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:

(a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;

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

(c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(k) to (c) and failed to make a proper statement to that effect in the cover letter; or

(d) The Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.

26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

27 Negotiations

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

27.2 Negotiations shall cover the following:

(a) Discussion and clarification of the TOR and Scope of Services;

(b) Discussion and finalization of the methodology and work program proposed by the Consultant;

(c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

(d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;

(e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and

(f) Provisions of the contract.

27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. 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.

27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.

27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28 Post Qualification

28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.

28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated

Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29 Reservation Clause

29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements.

Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

(ii) If the project is no longer necessary as determined by the HoPE; and

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

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or

(d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.

30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

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

(a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:

(i) Valid JVA, if applicable;

(ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or

(iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.

(b) Posting of the performance security in accordance with **ITB** Clause 32;

(c) Signing of the contract as provided in **ITB** Clause 31; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

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

31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.,* bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

(d) Performance Security;

(e) Notice of Award of Contract; and

(f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; *For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	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; and/or *or biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

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

34. Protest Mechanism

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

(a) Information that specifies and complements provisions of Section II must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is ***Land Registration Authority*** The evaluation procedure is Quality Based Evaluation/Selection (QBE/QBS) ***NOTE:*** *For the World Bank, all of the above may be used. GoP permits the use of QCBE and QBE, users should note that the GoP version of QBE is what the World Bank refers to as selection under a fixed budget. A summary of each is set out below:* *QBE – (GoP) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.*
1.2	The Funding Source is: The Government of the Philippines (GoP) through General Appropriations Act for FY 2024. ***NOTE:*** *In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.* The name of the project is ***Procurement of Consulting Services for System Development of Personal Property Security Registry (PPSR)*** *with* ***Project ID No. LRA SPBAC-2024-01***
1.3	*A centralized and nationwide electronic registry where notice of security interest and a lien in personal property may be registered.*
1.4	The Project shall not be phased.
5	No further instructions.
6.1	Subcontracting is not allowed.

<table>
<tr><td>7.1</td><td>The Procuring Entity will hold a pre-bid conference for this Project on 10:00 A.M 25 January 2024 at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon and through video-conferencing/web casting via Zoom</td></tr>
<tr><td>8.1</td><td>LAND REGISTRATION AUTHORITY
Special Bids and Awards Committee
East Avenue corner NIA Road, Diliman, Quezon City

Special BAC Secretariat
Contact No. 0960-3787106 or 0927-9487772
spbac.secretariat@lra.gov.ph</td></tr>
<tr><td>10.1(b)</td><td>Not applicable</td></tr>
<tr><td>10.1(c)</td><td>The minimum required experience of proposed professional staff is as follows:
<table>
<tr><th>Criteria</th><th>Weight (%)</th></tr>
<tr><td>A. Firm Experience</td><td>40% – 25%</td></tr>
<tr><td>B. Qualification of Personnel</td><td>35% – 25%</td></tr>
<tr><td>C. Plan of Approach and Methodology</td><td>25% - 50%</td></tr>
<tr><td>TOTAL</td><td>100%</td></tr>
</table>
<table>
<tr><th>Detailed Selection Criteria</th><th></th><th></th></tr>
<tr><td>1. Firm Experience</td><td>40</td><td>40%</td></tr>
<tr><td>A. Project Develop in Government and Private Sector</td><td>15</td><td>15%</td></tr>
<tr><td>Yes - Government</td><td>7.5</td><td>7.5%</td></tr>
<tr><td>Yes - Private Sector</td><td>7.5</td><td>7.5%</td></tr>
<tr><td>None</td><td>0</td><td>0%</td></tr>
<tr><td>B. Experience for Number of Years (System Development)</td><td>15</td><td>15%</td></tr>
<tr><td>Above 5 Years</td><td>10</td><td>10%</td></tr>
<tr><td>5 years</td><td>5</td><td>5%</td></tr>
</table></td></tr>
</table>

Less than 5 years	0	0%
Less than 1 year	0	0%
C. Cloud Application Development Experience	**10**	**10%**
Above 5 yrs	7	7%
5 yrs	3	3%
Less than 5 yrs	0	0%
Less than 1 year	0	0%
2. Qualification of Personnel	**35**	**35%**
A. Educational Background	**15**	**15%**
PhD degree Holder (Information Technology or Management related)	7	7%
MA/MS degree holder (Information Technology or Management related)	5	5%
BS/BA degree holder (Information Technology related)	2	2%
Certifications/Diploma/Undergrad (No bachelors degree)(Information Technology related)	1	1%
B. ICT Certifications	**10**	**10%**
Certified Python Developer	**3**	**3%**
Project Management Certification	**3**	**3%**
Software Developer or other related certifications	**1**	**1%**
Software Architect or other related certifications	**1**	**1%**
Software Associate or other related certifications	**1**	**1%**
Technical Writer Certification	**1**	**1%**
None	**0**	**0%**
C. Numbers of Years of Personnel Experience in the software development	**10**	**10%**
Above 5 years	**7**	**7%**

	5 years	3	3%
	less than 5 years	0	0%
	3. Plan of Approach and Methodology Plan	**25**	**25%**
	A. Approach and Methodology	15	15%
	1. Detailed Work plan and Schedule	7.5	7.5%
	2. Application Design using wireframe	7.5	7.5%
	B. Project Awarded, completed and on -going	10	10%
	1. Number of contracts are similar in nature	4	4%
	2. Contracts completed on time	3	3%
	3. Timeliness of Delivery on similar project delivered	3	3%
	TOTAL	**100**	**100%**

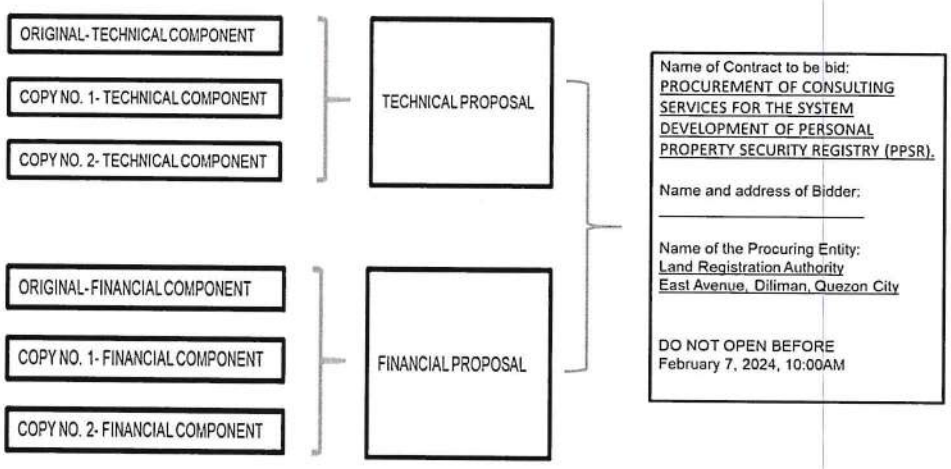
Note: For Item 2, Qualification of Personnel.a. Educational background, b. ICT Certifications, c. Number of years

In case there is more than one on the same item specified above, for example, two (2) personnel who are both PhD degree holders (Information Technology or Management related)and so on,the rating will be computed as the sum of individual staff rating divided by the total no of staff.

In case of more certifications obtained by one (1) person , the maximum ratings will govern.

11.5	Taxes: All proposals shall be subject to 12 % Value-Added Tax and all other standard and applicable government taxes.
11.7	The ABC is TWELVE MILLION PESOS (PhP12,000,000.00). Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until ***June 6, 2024.***
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:

	1. The amount of not less than Php 240,000.00 *[2% of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php 600,000.00 *[5% of ABC]*, if bid security is in Surety Bond.
15.2	The bid security shall be valid until ***June 6, 2024.***.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each prospective bidder shall submit one (1) original and two *(2)* copies of its eligibility documents, described as follows: 1. The original eligibility and technical documents shall be enclosed in one sealed envelope marked as "ORIGINAL – TECHNICAL COMPONENT" 2. The original of the financial component shall be enclosed in another sealed envelope marked as "ORIGINAL – FINANCIAL COMPONENT." 3. In addition, the Bidders shall submit two (2) copies of each of the Technical Component and the Financial Component of their bids in separate envelopes, respectively. These shall be labeled as follows: a. COPY No. 1- TECHNICAL COMPONENT b. COPY No. 2- TECHNICAL COMPONENT c. COPY No. 1- FINANCIAL COMPONENT d. COPY No. 2- FINANCIAL COMPONENT 4. The "ORIGINAL – TECHNICAL COMPONENT", "COPY No. 1- TECHNICAL COMPONENT", and "COPY No. 2 - TECHNICAL COMPONENT" shall be enclosed in one envelope which shall be marked as "TECHNICAL PROPOSAL" 5. The "ORIGINAL – FINANCIAL COMPONENT", "COPY No. 1- FINANCIAL COMPONENT", and "COPY No. 2 - FINANCIAL COMPONENT" shall be enclosed in one envelope which shall be marked as "FINANCIAL PROPOSAL" 6. The Technical Proposal envelope and Financial Proposal envelope shall be contained in a **mother envelope** which shall be marked as follows: Name of Contract to be bid: **PROCUREMENT OF CONSULTING SERVICES FOR THE SYSTEM DEVELOPMENT OF PERSONAL PROPERTY SECURITY REGISTRY (PPSR).** Name and address of CONSULTANT BIDDER: _____

	Name of the Procuring Entity: **Land Registration Authority** "DO NOT OPEN BEFORE (insert date of deadline for submission of bids)" ***NOTE: The Financial Proposal envelope shall be marked with: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL"*** Post qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission. Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. Online submission of bids is not allowed.  [Illustration]
18	The address for submission of bids is **LAND REGISTRATION AUTHORITY** **Special Bids and Awards Committee** East Avenue corner NIA Road, Diliman, Quezon City The deadline for submission of bids is ***February 7, 2023 at 9:30 AM***
21.2	The address for opening of bids is **LAND REGISTRATION AUTHORITY** **Special Bids and Awards Committee** East Avenue corner NIA Road, Diliman, Quezon City

	The date and time for opening of bids is ***February 7, 2023 at 10:00 AM***
22.1	No further instructions.
	The place of bid opening is at the *4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City* The date and time of bid opening is ***February 7, 2023 at 10:00 AM***
25.1	*If the evaluation procedure is Quality Based:* The following processes for the opening and evaluation of bids shall be adopted: a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes. b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with **ITB** Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid**:** *Provided, however*, that the Highest Rated Bid shall pass the minimum score indicated therein. c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. d) After approval by the HoPE of the Highest Rated Bid, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations. e) Negotiations shall be in accordance with **ITB** Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in **ITB** Clause 11.7.
25.3	The numerical weight and the minimum required St for each criterion are as follows: a. Firm Experience 40% min required 25% b. Qualification of Personnel 35% min required 20% c. Plan of Approach and Methodology Plan 25% min required 15% Total 100% The minimum St required to pass is ***[60%]***.

	The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).
26.1	The opening of Financial Proposals of those who attained the minimum technical score shall be after completion of Technical Proposal evaluation on a date and time to be set after due notification to the said consultants at the *4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City* Financial Proposals *shall* be opened in public. ***NOTE:*** *The opening of Financial Proposals in public or otherwise depends on the evaluation procedure to be used by the Procuring Entity.*
26.2	*If the Funding Source is GoP, select the corresponding provision for the evaluation procedure mentioned in* ***ITB*** *Clause 1.1.* *For Quality Based Evaluation (QBE):* Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in **ITB** Clause 25 and this BDS. The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The negotiations shall be done in accordance with **ITB** Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.
27.1	The address for negotiations is: **LAND REGISTRATION AUTHORITY** **Special Bids and Awards Committee** East Avenue corner NIA Road, Diliman, Quezon City

27.2(e)	*Not applicable*
28.2	*No additional requirement*
31.4.6	*No additional requirement.*
32.1	No further instructions.
33.2	No additional requirement.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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11. 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 HRRB determined by the Procuring Entity 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 Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.

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

(e) "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 entity indicated in the **SCC**.

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

the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.

(n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.

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

(p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.

(q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.

(r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

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

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

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

4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

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

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

(b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the **SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 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.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

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

14. Operation of 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 34 hereof.

15. Notices

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

15.2 Notice shall be deemed to be effective as specified in the **SCC**.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.

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

17. Confidentiality

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

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

19. Currency of Payment

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

21. Insurance to be Taken Out by the Consultant

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

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

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25. Force Majeure

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

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

25.3 Unless otherwise agreed herein, force majeure shall not include:

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

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

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

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

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

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

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

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

25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

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

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

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

(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.

26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

27.1 The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;

(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 Procuring Entity 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, coercive, and obstructive 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, coercive, and obstructive 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 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;

(g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or

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

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

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

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

(b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof

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

(d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

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

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

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

(i) that the contract is being terminated for any of the ground(s) afore-mentioned, 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 Procuring Entity, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

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

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

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

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

(a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

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

(b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and

(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties

shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

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

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

(a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;

(b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and

(c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

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

(a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;

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

(i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and

(ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;

(c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and

(d) any other action that may be specified in the **SCC**.

39. Personnel

39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.

39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such

objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.

39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.

39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

40. Working Hours, Overtime, Leave, etc.

40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.

40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

(a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and

(b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.

41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

42.1 Unless otherwise specified in the **SCC,** within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.

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

42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

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

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

(c) Other terms specified in the **SCC**.

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

43. Standard of Performance

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

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

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

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

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

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. 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 Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

46. Specifications and Designs

46.1 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.

46.2 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.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:

(a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, 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 Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, 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 subconsultant, 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.

50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

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

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

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

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in

relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

52. Contract Cost

52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.

53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.

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

(a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

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

54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt

by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.

55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.

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

55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS in Section III, the Clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

(a) Information that complements provisions of Section IV must be incorporated.

(b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: *The General Appropriations Act for FY 2024*
6.2(b)	***NOTE:*** *It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:* For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	The Member in Charge is *[name of member, address, and other necessary contact information]*. ***NOTE:*** *If the Consultant consists only of one entity, state* "Not applicable".
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in **GCC** Clause 8.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: _____ For the Consultant: _____ ***NOTE:*** *Name of authorized representative to be filled out by winning consultant prior to contract signing.*
15.1	The addresses are: Procuring Entity: **LAND REGISTRATION AUTHORITY** **Special Bids and Awards Committee** LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City

	Consultants: *[insert name of the Consultant]* Attention: *[insert name of the Consultant's authorized representative]* Address:_____ Contact no.:_____ Email Address: _____ ***NOTE:*** *Contact details to be filled out by winning consultant prior to contract signing.*
15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; or (b) in case of email upon transmittal.
18.3	*Payment shall be made as stated in the Terms of Reference*
19	No further instructions.
20	*If the Funding Source is GoP, state here* "No additional provision." Limitation of the Consultant's Liability towards the Procuring Entity are as follows: (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher. (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. ***NOTE:*** *Provisions to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against third party claims are not*

	acceptable, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.
22	No further instructions.
24	The time period shall be ***3 months*** or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, source codes, reports, other documents, hardware and software licenses, prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity under this contract shall remain the property of the End user.
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are: 1. Change in plan of approach and methodology 2. Change of joint venture partner, service providers, and third party providers, if applicable 3. Change of its Key Personnel and Support Staff
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further instructions.
42.4(c)	The final reports, documents and other requirements as specified on the Terms of Reference have been submitted.
52.1	The total ceiling amount in Philippine Pesos is *Php 12,000,000.00*.
52.2	No further instructions.
53.2	No further instructions.
53.4	Contract price shall be inclusive of the reimbursable and remunerations.
53.5(a)	No advance payment is allowed.

(c)	Interest rate is: None
55.6	No further instructions.

Section VI. Terms of Reference

TERMS OF REFERENCE

LRA PERSONAL PROPERTY SECURITY REGISTRY

A. PROJECT BACKGROUND

The Land Registration Authority (LRA) is the agency mandated by law with the momentous task of preserving the integrity of the land registration process and protecting the sanctity of the Torrens Title. It is the central repository of all land records and through its Registry of Deeds offices nationwide, keep all records of its instruments affecting registered or unregistered lands as well as chattel mortgages affecting movable properties. It is an income generating agency of the government of the Philippines.

The LRA is currently implementing its Land Titling Computerization Project (LTCP), which covers the processes and databases of its Central Office and its Registries of Deeds nationwide (RDs). Part of the objectives of the LTCP is to allow LRA to query on the status of a land title anywhere and anytime from any of the various RDs nationwide enable LRA and its RDs to shift from a largely paper-based to a largely paperless system thereby securing tighter control over land titles promote faster turn-around time in the generation and issuance of land title, among others. The LTCP was materialized under a Build-Own-Operate (BOO) contract with a third party supplier, which will expire in October 2026.

On August 17, 2018, then President Rodrigo Roa Duterte signed into law Republic Act No. 11057 ("RA No. 11057") An Act Strengthening the Secured Transactions Legal Framework in the Philippines, Which Shall Provide for the Creation, Perfection, Determination of Priority, Establishment of a Centralized Notice Registry, and Enforcement of Security Interests in Personal Property, and for Other Purposes also known as the "Personal Property Security Act" (PPSA). The PPSA Implementing Rules and Regulations (IRR) was issued on October 10, 2019, and based on the IRR, LRA has to establish the online registry within six (6) months thereafter.

The PPSA aims to promote economic activity by increasing access to least-cost credit, particularly for micro, small, and medium enterprises (MSMEs), by establishing a unified and modern legal framework for securing obligations with personal property.

Under the PPSA, the LRA was mandated to establish a centralized and nationwide electronic registry where notice of security interest and a lien in personal property may be registered.

To implement this, then LRA Administrator Renato Bermejo tasked LARES to develop an application (the Personal Property Security Registry or PPSR) under the existing BOO contract which will comply with the mandate of RA No. 11057. However, the PPSR application was not completely launched due to issues on the IT Fees imposed under the LTCP, in addition to the legal opinion issued by the

Department of Justice on April 17, 2023, the significant portion of which is herein quoted:

"In consideration of the foregoing provision of the LTCP BOO Agreement, LRA cannot simply add the PPSR in said agreement without undertaking the required formalities provided therein. Neither can LRA simply assign the creation and operation of the PPSR to LARES, under the same terms and conditions of the LTCP BOO Agreement. At the very least, LRA and LARES is required to execute a written agreement that will effectively amend the LTCP BOO Agreement, so as to properly include PPSR in its coverage, and legally assign its operation to LARES. Absent such amendatory agreement the LTCP BOO Agreement cannot be used as a basis or justification for the collection of IT service fees, as it does not presently cover the database or registry for notices on securities and liens on personal properties."

In view of the foregoing, the top management of LRA in close coordination with the Department of Justice have opted to develop the PPSR using in-house resources rather than amend the BOO Agreement.

This is line with the current administration's advocacy to significantly increase the revenue source of the government as well as to enhance the confidentiality, integrity of data owned by LRA, and to:

1) Enhance bureaucratic efficiency hence the Agency is adapting full control of the digitalization and process automation of all Personal Property Security related registration and internal operational support systems towards a more efficient, systematic and responsive public service

2) Develop/implement/operate an LRA owned Personal Property Security Registry to address the duties and responsibilities of the LRA in so far as the implementation of the Personal Property Registry as defined in the implementing rules and regulation of R.A. 11057 and

3) Develop a centralized, nationwide online registry, which shall:

    a) Assign a unique identification number for the grantor that shall allow the grantor to be readily identified. The evidence of identity required should be that which is generally accepted as sufficient in day-to-day commercial transactions (for example, driver's license number or other government issued official document)

    b) Index all notices of security interests by the identification number of the grantor

    c) Assign a unique registration number for each notice

    d) Create a record that bears the number assigned to the initial notice and the date and time of registration

e) Provide a copy of the electronic record of the notice, including the registration number and the date and time of registration to the person who submitted it

f) Maintain the capability to retrieve a record by the identification number of the grantor

g) Index notices containing serial numbers of motor vehicles, by serial number and maintain the capability to retrieve a record by serial number of a motor vehicle

h) Maintain the record for public inspection in order to achieve the purposes of publicity and transparency

i) Maintain records of lapsed notices for a period of ten (10) years after the lapse, if requested

j) Provide any information in relation to any notice registered

k) Issue a certified report of the results of a search that is an official record of the Registry and shall be admissible into evidence in judicial proceedings without extrinsic evidence of its authenticity and

l) Comply with the Data Privacy Act in the processing of personal information.

The foregoing considered, the LRA is issuing this Terms of Reference (TOR) for private sector entities to propose for the Design and Development of the PPSR based on the specifications and considerations herewith provided.

B. PROCUREMENT MODE

This procurement shall be governed by RA No. 9184, otherwise known as the "Government Procurement Reform Act."

C. RELEVANT LAWS

The following laws and regulations shall be considered in the development of the PPSR:

1) RA No. 11057 or the Personal Property Security Act approved August 17, 2018
(follow link to PPSA)

2) The Implementing Rules and Regulations of Republic Act No. 11057 published November 18, 2019 (follow link to IRR)

3) RA No. 10173 or the Data Privacy Act of 2012

4) Presidential Decree No. 1529 or the Property Registration Decree.

D. SCOPE OF WORK AND DELIVERABLES

The Scope of Work and Deliverables of this TOR covers mainly the Design, Development, Testing and Support of the PPSR based on the objectives, assumptions and considerations, architecture, technologies, specifications and functional requirements provided in this section and the attached Annexes

1) PPSR GOALS AND OBJECTIVES

In line with its objective mission to preserve the stability and integrity of ownership and maintain the trust and confidence of the public in the LRA through the Personal Property Security Registry, the PPSR System shall enable the quick and secure registration of all Personal Property Security related registration in the country through the application of state-of-the-art information Cloud-based technologies.

Specifically, it aims to:

a) Migrate from a decentralized on-premise to a centralized network on the cloud;

b) Maintain on-line cloud-based centralized information on all Personal Property Security related registration that is current, complete and accurate;

c) Maintain the security and integrity of records by safeguarding these from tampering or destruction and deter substitution or insertion of questionable data, in paper or digital form ;

d) Provide electronic means for registration and search of notices;

e) Ensure the integrity of the Personal Property Security Registry System securing tighter control over all Personal Property Security related registration and eliminating seriously misleading information;

f) Facilitate the conduct of due diligence, manage the risks of banks, and render loan application processing faster and less costly;

g) To simplify credit transaction, reduce cost of credit, make capital and credit accessible, diversify the assets of financial institutions, and ultimately increase enterprise activities; and

h) Improve revenue collection.

2) MAJOR ASSUMPTIONS AND CONSIDERATIONS

The PPSR shall be developed with the following considerations:

a) Infrastructure

i) The PPSR shall utilize a Cloud-based infrastructure

ii) LRA shall procure the Cloud Infrastructure Services separately and is not part of this TOR

iii) The Cloud Infrastructure shall be highly scalable and highly elastic public infrastructure

iv) The PPSR must utilize a robust serverless database engine that is configured to automatically recover from a cloud zone in case of a disaster to its primary database instance and,

v) Bidders shall provide the minimum services, specifications and configurations required from the Cloud Infrastructure to run the PPSR.

b) Security

i) The PPSR shall be designed and developed with a security-first mindset

ii) The PPSR must provide an Identity Access and Role Management that fully supports the following:

1) Highly scalable and highly available supporting millions of users

2) Can be integrated through standard identity providers such as OAuth 2.0 or SAML (time-bound token)

3) Must have the capability for Multi-Factor Authentication and,

4) Has the capability for securing access based from user behavior analysis.

iii) The PPSR must support future technologies to be proposed for a unified LRA system access e.g., IAM functionality

iv) The PPSR shall adopt encryption for Personally-identifiable Information (PII)

v) The PPSR must utilize a globally accepted standards for Key Management System to manage encryption keys (SSL)

vi) The PPSR shall have built-in system and user activity logging capabilities for audit and traceability

vii) The PPSR infrastructure shall be supported by information security practices, products, and services necessary to ensure that the systems and infrastructure are protected from cyber attacks

viii) The uploaded documents to the PPSR shall be automatically scanned for existence of malwares or viruses before being saved into the PPSR storage infrastructure

ix) The uploaded documents to the PPSR shall be encrypted when stored, similarly shall be decrypted upon application retrieval

xi) The PPSR shall be able to pass 3rd-party Vulnerability Assessment and Penetration Security Testing, including Code Review and other System Security checks used by the Banking and Finance industries.

c) Performance

i) The PPSR shall be able to process a minimum of 5,000 registration transactions per day and 5,000 queries per minute and

ii) The PPSR shall be able to pass 3rd-party Performance Testing. The following Performance Testing methodologies shall be complied:

1) Volume Testing

2) Capacity and Load Testing

3) Stress Testing

d) Linkages

i) The PPSR shall allow external linkages to and from banks and government agencies through secure Application Programming Interfaces (API) and utilization of an Interoperability Layer needed to integrate with the National Justice Information System (NJIS) Middleware Exchange Portal.

e) Others

i) Office space shall NOT be provided by LRA

ii) While LRA shall provide resource persons and its Subject-matter Experts, the winning bidder may employ its own PPSA Expert.

3) ARCHITECTURE

a) Web-Based N-Layer Architecture

b) Microservices Application

c) Containerized Application Using Container Management Technologies like Kubernetes and Docker

d) RESTful API.

4) PROPOSED NETWORK ARCHITECTURE OF LRA Personal Property Security Registry

Diagram 1: - LRA Portal Interfaces with Other Government Agencies

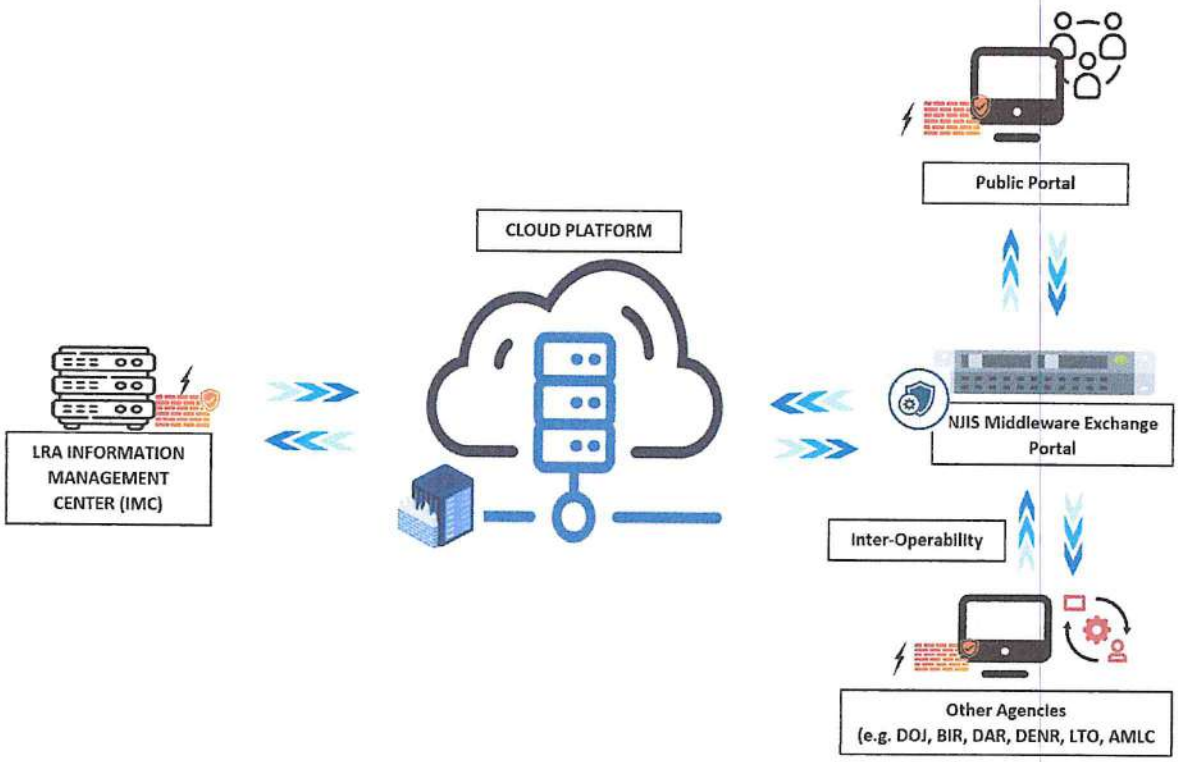
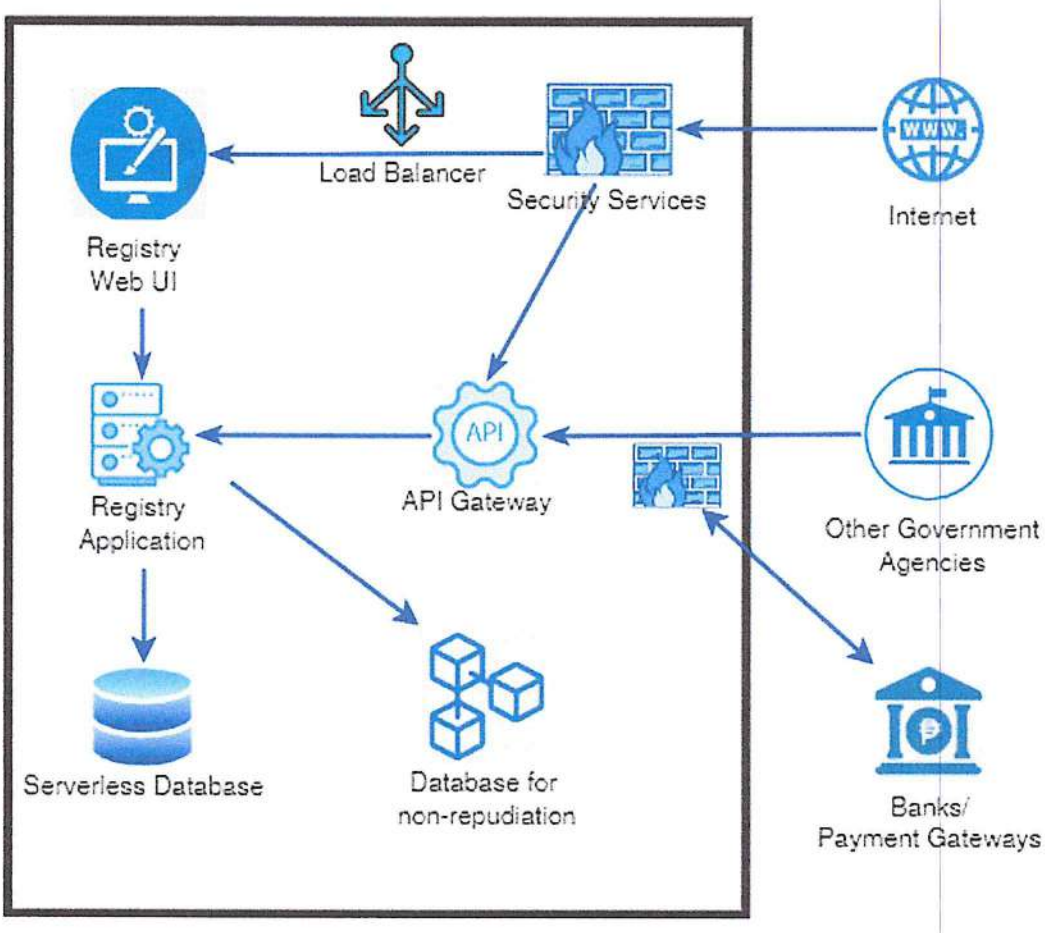


Diagram 2: - PPSR High-level Infrastructure Architecture Diagram



5) TECHNOLOGIES

The PPSR shall be developed considering Cloud Infrastructure and Application Development Technologies, such as:

a) Object-oriented Programming Language i.e. programming language that runs on NodeJS, Python,

b) Javascript for scripting language (ReactJS)

c) Microservice to interface with the database via API

d) Containerized Application Using Container Management Technologies like Kubernetes and Docker

e) Database to secure the data from both internal and external cyber attacks

f) Separate database for non-repudiation of registry

g) RESTful Application Programming Interfaces (API Gateway, API Server, API Methods) for integration with other government agencies

h) Use of globally accepted standards of encryption algorithm (e.g., AES-256)

i) Use of a globally accepted Key Management System standard

j) The PPSR infrastructure which will be provided separately by LRA, shall be protected and kept secure using the following security practices, products and services which must be implemented by the winning bidder in its development and implementation of the PPSR application:

   i) Sending of logs to Security Incident and Event Management System

   ii) Web Application Firewall

   iii) Distributed Denial of Service (DDOS) Protection

   iv) Database Encryption

   v) Network Trail Logging

   vi) Endpoint Security

   vii) API Gateway

   viii) PII Encryption

   ix) Transport Encryption using SSL and TLS

   x) Strategic location and configuration of Network Access Control Lists

   xi) Data transport is encrypted from the public internet users all the way to all the endpoints such as the load balancers, web server, application server, database, API gateway, Payment Gateways/Banks

   xii) No hard-coded encryption keys, access keys, and credentials

   xiii) Identity Access Management with Multi-Factor Authentication and User Behavioral Analysis

   xiv) Automatic malware scanning of uploaded documents before permanently saving to PPSR storage infrastructure

   xv) User-uploaded file encryption

k) Other Infrastructure Considerations:

   i) Capability for the web services to automatically scale out using load balancers

ii) Capability for the database to fail-over to secondary site in case of a disaster in the primary database

iii) Use of globally known Public Key Infrastructure to manage SSL/TLS certificates

iv) Storage for uploaded documents shall be highly scalable and persistent

v) Network segregation of infrastructure components

6) REQUIRED SYSTEM SPECIFICATIONS AND FUNCTIONALITIES

The general design concept of each application / information system must be responsive to the information requirements and functionalities of the Personal Property Security Registry.

The design must consider interface with special solution technologies which should be integrated with the other systems being implemented by the LRA.

The computerized system must be web-based to provide clients access to the cloud network to determine the status of a transaction or request for information.

Design / Development / Construction of the new computerized system on the Cloud and all interfacing sub-systems which include, but is not limited to, the operationalization of the Personal Property Security Registry:

a) Development of the Modules of LRA Personal Property Security Registry.

b) Development of Interoperability Layer and/or Application Programming Interfaces (APIs) needed to integrate all the modules of LUCIS and National Justice Information System (NJIS) Middleware Exchange Portal.

c) Capture all the processes and generation of all the necessary reports (to be determined by end-users during data gathering, system analysis and design) on the different modules of PPSR.

d) Develop a centralized, nationwide online registry, which shall contain, among others, the following information:

i) Initial notice of security interest and lien in personal property

ii) Amendment Notice providing new information or continuing the period of effectiveness of an initial notice

iii) Termination notice

e) The Registry shall also provide electronic means for registration and search of notices.

f) To develop a system which will address the duties and responsibilities imposed upon the LRA under Section 5.04 of IRR, which reads as:

   i) The Registry shall, for each registered notice, assign a unique registration number create a record that bears the number assigned to the initial notice and the date and time of registration, and maintain the record for public inspection

   ii) The Registry shall index notices by the identification number of the grantor, except for notices containing a serial number of a motor vehicle, which shall be indexed by serial number

   iii) The Registry shall provide a copy of the electronic record of the notice, including the registration number and date of registration of the person which submitted it

   iv) The Registry shall maintain the capability to retrieve a record by the identification number of the grantor and by the serial number of a motor vehicle and

   v) The Registry shall maintain records of lapses notices for a period of ten (10) years after the lapse.

g) The initial notice of security interest shall not be rejected:

   i) If it identifies the grantor by an identification number, as further prescribed in the regulations

   ii) If it identifies the secured creditor or an agent of the secured creditor by name

   iii) If it provides an address for the grantor and secured creditor or its agent

   iv) If it describes the collateral

   v) If it states the duration of effectivity of the security interest and

   vi) If the prescribed fee has been tendered, or an arrangement has been made for payment of fees by other means.

h) If the Registry rejects to register a notice, it shall promptly communicate the fact of and reason for its rejection to the person who submitted the notice.

i) A notice may be registered before a security agreement is concluded. Once a security agreement is concluded, the date of

registration of the notice shall be reckoned from the date the notice was registered.

j) A notice of lien may be registered by a lien holder without the consent of the person against whom the lien is sought to be enforced.

k) The description of the collateral in a notice shall be entered in English

l) To develop a means of amending the registration, which will conform to the following rules:

   i) A notice may be amended by the registration of an amendment notice that identifies the initial notice by its registration number and provides new information.

   ii) The amendment notice to be valid may be filed:

      1. By the secured creditor alone, if the change to the security interest can be effected with the sole consent of the secured creditor or

      2. By the grantor, if the changes to the security interest require the grantor's consent.

   iii) The period of effectiveness of notice may be continued for an additional number of days by registering an amendment notice that identifies the initial notice by its registration number. It must be registered within six (6) months before the expiration of the effective period of the notice.

m) Develop a system that will allow a Compulsory Amendment of the notice by a court order.

n) To develop a system that will allow a grantor to make an Amendment by Grantor based on the following grounds:

   i) All the obligations under the security agreement to which the registration relates have been performed, and there is no commitment to make future advances

   ii) The secured creditor has agreed to release part of the collateral described in the notice (must have proof, and notification to the creditor)

   iii) The collateral described in the notice included an item or kind of property that is not a collateral under a security agreement between the secured creditor and the grantor

   iv) No security agreement exists between the parties or

v) The security interest is extinguished in accordance with this rule.

o) To develop a system that will enable a mechanism in which a secured creditor may amend or terminate the registration of a Security Interest upon receipt of the demand for amendment submitted by the grantor, based on the ground specified in the PPSA IRR.

p) To develop a system that will deal with the termination of a registration of a Security Interest as provided for in the PPSA IRR.

q) To develop a system that will allow the searching and creation of a Certified Report which will include the following information:

   i) Whether there are in the Registry any unelapsed notices that indicate the grantor's identification number or vehicle serial number that exactly matches the relevant criterion provided by the searcher

   ii) The registration number, and the date and time of registration of each notice and

   iii) All the information contained in each notice.

r) If requested, the Registry shall issue a certified report of the results of a search. Certified reports of search results shall be treated as official records of the Registry, which shall be admissible into evidence in judicial proceedings without extrinsic evidence of its authenticity.

s) To develop a system that will allow the correction of errors made by the Registry in the following matters:

   i) Register a notice to correct the error or omission or

   ii) Restore the erroneously removed information, and send a copy of the information in the registered notice to the persons identified in the notice as the secured creditor.

t) To provide a User Administration Module that shall be used to create and manage user accounts in the Personal Property Security Registry.

   i) The User Administration Module shall be able to distinguish between individual user accounts and institutional user accounts.

   ii) Individual user accounts creation and maintenance shall be a self-service feature.

   iii) Institutional user accounts shall be created and managed by a verified user administrator account created for the institution.

u) To migrate active Chattel Mortgage data from the existing LTCP Electronic Chattel Mortgage Registry to this new application, so that creditors with existing security interests over personal property may enjoy continuous perfection of such security interests under the rules of the PPSA.

v) To develop any and all systems which are necessary to implement and enforce each and every duty of the LRA in so far as the implementation of the Personal Property Security Registry as defined in the PPSA Law and its IRR.

7) PROJECT TEAM COMPOSITION

The Bidder shall provide the following:

a) Project Manager

i) Report to the Project Owners, Steering Committee and Chief Information Technology Officer the status of the Personal Property Security Registry

ii) Develop/communicate project management standards and best practices

iii) Identify project resources, personnel and budgetary requirements as appropriate to achieve project objectives

iv) Ensure that Personal Property Security Registry meet timelines, objectives, goals, targets and expectations

v) Recommend to Project Owners, Steering Committee and/or DOJ Chief Information Technology Officer project implementation and resource planning

vi) Initiate and implement new methodologies, business processes and procedures that will support the Personal Property Security Registry long term and short term goals

vii) Provide training for LRA personnel.

viii) Physically report at the LRA office as required by the client to provide project status.

ix) Perform other tasks related to the Personal Property Security Registry as directed by the Project Owners, Steering Committee and/or DOJ Chief Information Technology Officer.

b) Lead Developer

i) Execute directives from the Project Manager.

ii) Manages the overall application development activities.

iii) Consults with Project Manager to ensure clear direction in the development and implementation of information systems.

iv) Consults with stakeholders to ensure efficient delivery of systems and services.

v) Supervise and monitor the development of application systems in accordance with the Implementation Plan.

vi) Prepares reports and other documentation on the status of application systems development.

vii) Designs, implements, tests and debugs new or revised methods on information systems.

viii) Perform such other duties as may be required from time to time.

c) Systems Analyst

i) Coordinates with users in business process mapping and linkage of LUCIS modules.

ii) Analyze/evaluate data procedures to design/define an effective and efficient work flow.

iii) Formulates logical descriptions of problems to provide optimum solutions.

iv) Prepares a report of tasks to be undertaken and accomplished.

v) Perform such other duties as may be required from time to time.

d) Systems Developer

i) Writes, modifies, integrates and tests software codes.

ii) Identifies and communicates technical problems, processes and solutions.

iii) Prepares a report of tasks to be undertaken and accomplished.

iv) Provides technical assistance in the implementation, maintenance and monitoring of information systems.

v) Perform such other duties as may be required from time to time.

8) OTHER REQUIREMENTS

The Winning Bidder shall:

a) Provide technical support and maintenance for the period of twelve (12) months that will commence from the date of issuance of the certificate of acceptance by the LRA

b) Formulate a Service Level Agreement for review and approval of the LRA

c) Conform to the provisions of the Data Privacy Act, ISO 27001 Information Security Management Systems and ISO IEC 20000-1 Information Technology Service Management standards

d) Establish proper backup and restore procedures for disaster recovery using available infrastructure as approved by the LRA

e) Provide the following before acceptance or completion of the project:

f) Provide the following trainings:

i) Training of Trainers - Supplier shall train LRA personnel to become trainers on how to use the Personal Property Security Registry

ii) Technical Training - Supplier shall train LRA personnel in maintaining the system

iii) Training of End-users - system walk-through to each Registries of Deed

iv) Training of Data Protection Officers

g) Enter into a Non-Disclosure Agreement before the commencement of the project

h) Upon LRA issuance of the certificate of project completion, the service provider shall turnover all source code including but not limited to data structure, access accounts, support applications, files, etc. including the functions and description.

i). In case there are specifications and functionalities that are not stated in the terms of reference, Republic Act (RA) 11057 also known as the Personal Property Security Act and its Implementing Rules and Regulation (IRR), and other related laws shall be followed.

E. SCHEDULE OF DELIVERY (PROJECT MILESTONES)

The Winning Bidder shall be mobilizing within seven (7) days from issuance of the Notice to Proceed (NTP).

The supplier shall ensure that the project is fully completed and delivered three (3) months from the date of NTP:

Activity	Deliverable
Data gathering, system analysis system design	Shall submit for the approval of the LRA the following documentation before the commencement of the project: · Project Implementation Plan · Systems Analysis and Design
System Development /Enhancement	Development of Personal Property Security Registry
System Integration	• Integration with other systems and modules • Synchronization with the current on-premise and cloud system
System Testing	Completed User Acceptance and Testing · Service provider to issue a certificate of completion · LRA to validate and test system · Upon satisfaction of LRA, issue a certificate of acceptance. · Development of test environment

Implementation - Deployment for System Use	Service provider shall install the Personal Property Security Registry to the cloud environment. · Upon completion Project Management Executive Committee (PMEC) to issue appropriate certification
Training	Service provider to conduct all the required Trainings. Project Management Executive Committee (PMEC) to issue appropriate certification
Switch On	Live implementation

F. APPROVED BUDGET

a) The approved budget is Php 12 Million

Module	Description	Timeline	Estimated Development Cost
Personal Property Security Registry (PPSR)	The Personal Property Security Registry (PPSR) is an online portal which shall establish and administer a Notice-based Registry, which shall provide an electronic means for the registration of notices relating to transactions affecting personal/movable property, and the searching of such notices.	Three (3) months Concurrent development with other modules of the LRA & micro-service	PhP 12 M
TOTAL			**PhP 12M**

b) Payment Terms

Activity	Schedule of Payment
Submission of Project Implementation Plan and General Design Report	15% of Contract Cost
System Development of PPSR	30% of Contact Cost
Preparation of Functional Testing for User Acceptance	20% of Contract Cost
Preparation of Sandbox environment for API testing	10% of Contract Cost
System Deployment to production environment	10% of Contract Cost
Preparation of Training Materials	10% of Contract Cost
Technical Support and Maintenance Report	5% of Contract Cost
PPSR	**100.00%**

Service provider shall comply with the required documents/certifications stated in the Schedule of Delivery (Project Milestone) before processing of payment can be made.

G. WARRANTY

a) Warranty

i) The Service Provider/Developer shall assume responsibility and shall be held responsible for any damage and/or destruction of the system features, overall functions and processes of the project. The Service Provider/Developer shall be responsible for the safety and protection of data/information during project development.

ii) Defects liability period for the project shall be twelve (12) months upon final acceptance of the project. During the period that Service

Provider/Developer shall conduct debugging, and re-coding of the system to the satisfaction of the end-user.

iii) If the Service Provider/Developer fails to complete the project on the given time, the company shall pay liquidated damages in accordance with the R.A. 9184 and its Implementing Rules and Regulations.

iv) The Service Provider/Developer may request for its release prior to expiration of the warranty subject to the guidelines set forth in R.A. 9184 and its Implementing Rules and Regulations.

H. OTHERS

a) **Excluded Entity/ Individual:** No participation from any entity or any of its affiliate or subsidiary which has a record of not satisfactory performance in government projects or contracts.

Section VII. Bidding Forms

Eligibility Documents Submission Form 107

Technical Proposal Forms 108

Omnibus Sworn Statement 118

Bid Securing Declaration 121

Financial Proposal Forms 123

Form of Contract Agreement 130

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

a) *[Name of Consultant*] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and

b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, 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 subconsultant 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 subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

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

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

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF 1. Technical Proposal Submission Form

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

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

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

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

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 Five 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.

<table>
<tr><td colspan="2">Project Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Nº of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>Nº of Staff-Months; Duration of Project:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Current US$):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Nº of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:

Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

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

---

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

TPF 4. Description of the Methodology and Work Plan for Performing the Project

TPF 5. Team Composition and Task

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3 Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

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

_____

Education:

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

_____

Employment Record:

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

_____

Languages:

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

Certification:

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

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

Full name of staff member:
Full name of authorized representative:

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*
Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

TPF 7. Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart) 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. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

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 or authorized representative 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 or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity][insert* "as shown in the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

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

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

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

7. *[Name of Consultant]* complies with existing labor laws and standards; and

8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

_____

[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*
Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

Bid-Securing Declaration

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

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

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

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

    c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

Affiant

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*
Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

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:

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

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

(h) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

FPF 1. Financial Proposal Submission Form

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

We remain,

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

FPF 2. Summary of Costs

Costs	Currency(ies)[4]	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

[4] 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)[5]	Amount in Philippine Peso
Remuneration Reimbursables Miscellaneous Expenses Subtotal		_____

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

FPF 4. Breakdown of Remuneration per Activity

Activity No._____		Name:_____		
Names	Position	Input[6]	Remuneration Currency(ies) Rate	Amount
Regular staff Local staff Consultants Grand Total				_____

[6] Staff months, days, or hours as appropriate.

FPF 5. Reimbursables per Activity

Activity No:_____ Name:_____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs[7]				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

[7] Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. Miscellaneous Expenses

Activity No._____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				

FORM OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

   (a) General and Special Conditions of Contract;

   (b) Terms of Reference

   (c) Request for Expression of Interest;

   (d) Instructions to Bidders;

   (e) Bid Data Sheet;

   (f) Addenda and/or Supplemental/Bid Bulletins, if any;

   (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

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

   (i) Performance Security;

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

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

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

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

_____

Binding Signature of Consultant

_____

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

Section VIII. 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 Personnel and Subconsultants

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 Subconsultants (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 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.

VI. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

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

taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^{8} = \frac{total\ days\ leave \times 100}{[365 - w - ph - v - s]}$$

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

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

[8] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents – the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

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

3. Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES[9]

[Currencies:_____[10]]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate[11]	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant:_____ Date:_____

Authorized Representative:_____ Name:_____

Title:_____

9 This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

10 If different currencies, a different table for each currency should be used.

11 Per month, day, or hour as appropriate.


Republic of the Philippines
gppb
Government Procurement Policy Board