BIDDING DOCUMENTS
FOR THE
CONSULTING SERVICES FOR THE DEVELOPMENT OF
DOCUMENTED INFORMATION TRACKING AND
STRATEGIC PERFORMANCE MANAGEMENT SYSTEM
(DoIT-SPMS)
TABLE OF CONTENTS

Part I

SECTION I. REQUEST FOR EXPRESSION OF INTEREST…………………..3
SECTION II. ELIGIBILITY DOCUMENTS……………………………………7
SECTION III. ELIGIBILITY DATA SHEETS…………………………………13

Part II

SECTION I. NOTICE OF ELIGIBILITY AND SHORT LISTING………………16
SECTION II. INSTRUCTIONS TO BIDDERS…………………………………17
SECTION III. BID DATA SHEET……………………………………………44
SECTION IV. GENERAL CONDITIONS OF CONTRACT……………………49
SECTION V. BIDDING FORMS………………………………………………70
Section I. Request for Expression of Interest

CONSULTING SERVICES FOR THE DEVELOPMENT OF DOCUMENTED INFORMATION TRACKING SYSTEM AND STRATEGIC PERFORMANCE MANAGEMENT SYSTEM (DoIT-SPMS)

1. The National Security Council (NSC), through the authorized appropriations under the FY 2020 General Appropriations Act, intends to apply the sum of Eight Million Pesos (₱8,000,000.00) being the Approved Budget for the Contract (ABC) for payment under the contract for Consulting Services for the Development of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

2. The NSC now invites bids for the submission of eligibility documents for Consulting Services for the Development of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS). Detailed service requirements are indicated in the Terms of Reference (TOR) for the project (see Annex A).

3. Interested consultants must submit their eligibility documents on or before 25 November 2020 / 2:00pm at the BAC Secretariat, 5 V. Luna Road corner East Avenue, Pinyahan, Quezon City. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion. The consultant/s shall drop three (3) copies of their duly accomplished eligibility requirements in sealed envelopes in the bid box located at the above-mentioned address.

4. The BAC shall draw up the short list of consultants from those who have submitted eligibility documents and have been determined as eligible in accordance with the provisions of Republic Act (R.A.) No. 9184, otherwise known as the “Government Procurement Reform Act,” and its Implementing Rules and Regulations (IRR). The short list shall consist of maximum of five (5) interested consultants who will be entitled to submit bids. In accordance with Section 24 of R.A. No. 9184 and its IRR, the criteria and rating system for short listing are:

   A. Financial proposal (25%)
   B. Technical proposal (75%)

   (i) Qualification and quality of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking --- 15 points;

   (ii) Applicable experience and capability 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 --- 15 points; and

   (iii) Plan of Approach and Methodology --- 45 points.
5. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of R.A. No. 9184.

6. The bids shall be evaluated using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Consultants.

7. The contract shall be completed within six (6) months upon receipt of Notice to Proceed (NTP).

8. The schedule of activities shall be as follows:

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement/Posting to PhilGEPS Website</td>
<td>November 18-24, 2020</td>
</tr>
<tr>
<td>Eligibility and Shortlisting</td>
<td>November 25, 2020 / 2:00pm</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>December 02, 2020 / 2:00pm</td>
</tr>
<tr>
<td>Deadline of Submission of Bids and Bid Opening</td>
<td>December 14, 2020 / 2:00pm</td>
</tr>
<tr>
<td>Bid Evaluation</td>
<td>December 15, 2020</td>
</tr>
<tr>
<td>Notification for Negotiation</td>
<td>December 16, 2020</td>
</tr>
<tr>
<td>Negotiation</td>
<td>December 17, 2020</td>
</tr>
<tr>
<td>Post-Qualification</td>
<td>December 18-19, 2020</td>
</tr>
<tr>
<td>Approval of Resolution / Issuance of Notice of Award</td>
<td>December 21, 2020</td>
</tr>
<tr>
<td>Issuance of Notice to Proceed</td>
<td>December 22, 2020</td>
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</tbody>
</table>

9. A complete set of Bidding Documents may be acquired by interested Bidders in the PhilGEPS and NSC Websites FREE of charge.

10. The NSC reserves the right to reject any and all bids, annul the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected consultant or consultants.

11. For further information, please refer

to: NSC-BAC Secretariat
National Security Council
5 V. Luna corner East Avenue, Brgy. Pinyahan, Quezon City
Tel. no. 8928-4245 loc. 1504 or 1506
Email address: property@nsc.gov.ph / nscproperty50@yahoo.com

FILONILA D. BALITAAN
Assistant Director General, GASO and Chairperson, NSC BAC
Section II. Eligibility Documents

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Checkpoint</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checklist of Eligibility Requirements</td>
<td>6</td>
</tr>
<tr>
<td>1. Eligibility Criteria</td>
<td>7</td>
</tr>
<tr>
<td>2. Eligibility Requirements</td>
<td>7</td>
</tr>
<tr>
<td>3. Format and Signing of Eligibility Documents</td>
<td>9</td>
</tr>
<tr>
<td>4. Sealing and Marking of Eligibility Documents</td>
<td>10</td>
</tr>
<tr>
<td>5. Deadline for Submission of Eligibility Documents</td>
<td>10</td>
</tr>
<tr>
<td>6. Late Submission of Eligibility Documents</td>
<td>11</td>
</tr>
<tr>
<td>7. Modification and Withdrawal of Eligibility Documents</td>
<td>11</td>
</tr>
<tr>
<td>8. Opening and Preliminary Examination of Eligibility Documents</td>
<td>11</td>
</tr>
<tr>
<td>9. Short Listing of Consultants</td>
<td>12</td>
</tr>
<tr>
<td>10. Protest Mechanism</td>
<td>12</td>
</tr>
</tbody>
</table>
CHECKLIST OF ELIBILITY REQUIREMENTS

I. Class “A” Documents –

Legal Documents

☐ 1. PhilGEPS Certificate of Registration (Platinum Membership) or;

☐ 2. Registration certificate from:
   - Securities and Exchange Commission (SEC) - for partnerships/corporations; or
   - Department of Trade and Industry (DTI) - for sole proprietorship; or
   - Cooperative Development Authority (CDA) for cooperatives.

☐ 3. Mayor’s Permit issued by the city or municipality where the principal place of business of the interested consultant is located;

☐ 4. Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the BIR.

Technical Documents

☐ 5. Eligibility Documents Submission Form accompanied by the company’s Secretary’s Certificate or Special Power of Attorney (Use Annex B)

☐ 6. Statement of all Government and Private Contracts Completed which are Similar in Nature (Use Annex C)

☐ 7. Certificate of Good Standing and Satisfactory Completion or equivalent document (for Completed Contracts)

☐ 8. List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started (Use Annex D)

☐ 9. Statement of the Consultant’s Nationality (Use Annex E)

☐ 10. Curriculum Vitae for the Proposed Professional Staff (Use Annex F)

Financial Document


II. Class “B” Document –

Legal Documents

☐ 12. 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 II. Eligibility Documents

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, and of which at least sixty percent (60%) interest belongs to citizens 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 consultants may be eligible subject to the qualifications stated in the EDS.

1.4. Government corporate entities 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 dependent agencies of the Government of the Philippines (GOP) or the Procuring Entity.

2. Eligibility Requirements

2.1. The following eligibility requirements 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 interested consultants:
(a) Class “A” Documents –

**Legal Documents**

(i) PhilGEPS Certificate of Registration (Platinum Membership) or

(ii) 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 any proof of such registration as stated in the EDS;

(iii) Mayor’s permit issued by the city or municipality where the principal place of business of the interested consultant is located;

(iv) Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the BIR.

**Technical Documents**

(v) Statement of the interested consultant 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:

   (v.1) the name and location of the Contract;
   (v.2) date of award of the Contract;
   (v.3) type and brief description of consulting services;
   (v.4) consultant’s role (whether main consultant, subcontractor, or partner in a JV)
   (v.5) amount of contract; (iv.6) contract duration; and
   (v.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed Contract;

(vi) 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.
Financial Document

(vii) 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.

(b) Class “B” Document –

Valid joint venture agreement (JVA), in case a joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial documents by any of the joint venture partners constitutes compliance.

2.2. In the case of foreign consultants, the foregoing eligibility requirements under Class “A” Documents may be substituted by the appropriate equivalent documents, if any, issued by the foreign consultant’s country.

2.3. The eligibility requirements or statements and all other documents to be submitted to the BAC must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the eligibility requirements under Classes “A” and “B” Documents if they are in other foreign language.

2.4. Interested consultants 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, subcontractors may only participate in the bid of one short listed 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.

2.5. If an interested consultant has previously secured a Certification from the Procuring Entity to the effect that it has previously submitted the above-mentioned Class “A” Documents, the said Certification may be submitted in lieu of the requirements enumerated in Clause 2.1 above.

3. Format and Signing of Eligibility Documents

3.1. Interested consultants shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
3.2. Interested consultants 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, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the interested consultant.

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 interested consultant.

4. **Sealing and Marking of Eligibility Documents**

4.1. Unless otherwise indicated in the EDS, interested consultants shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked “ORIGINAL – ELIGIBILITY DOCUMENTS”. Each copy of 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 indelible ink and shall be signed by the interested consultant or its duly authorized representative/s.

4.3. All envelopes shall:

   (a) contain the name of the contract to be bid in capital letters;
   
   (b) bear the name and address of the interested consultant in capital letters;
   
   (c) be addressed to the Procuring Entity’s BAC specified in the EDS;
   
   (d) bear the specific identification of this Project indicated in the EDS; and
   
   (e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of eligibility documents, in accordance with Clause 5.

4.4. If the eligibility documents are not sealed and marked as required, the Procuring Entity will assume no responsibility for its misplacement or premature opening.

5. **Deadline for Submission of Eligibility Documents**

Eligibility documents must be received by the NSC’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 5 shall be declared “Late” and shall not be accepted by the Procuring Entity.

7. Modification and Withdrawal of Eligibility Documents

7.1. The interested consultant may modify its eligibility documents after it has been submitted; provided that the modification is received by the NSC prior to the deadline specified in Clause 5. The interested consultant 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 interested consultant unopened.

7.2. An interested consultant 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 NSC 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 interested consultant concerned. An interested consultant may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents. An interested consultant that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project.

8. Opening and Preliminary Examination of Eligibility Documents

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

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 interested consultant. If the withdrawing interested consultant’s representative is present during the opening, the original eligibility documents and all copies thereof shall be returned to the representative during the opening of eligibility documents. If no representative is present, the eligibility documents shall be returned unopened by registered mail.

8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
(a) the name of the interested consultant;

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

(c) 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 interested consultant shall be determined by examining each consultant’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 an interested consultant 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 an interested consultant 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 interested consultant concerned as “eligible.” If an interested consultant 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 interested consultant 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 interested consultants 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 of the NSC shall draw up the short list of interested consultants 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 Letter of Invitation to Bid issued by the BAC of the Procuring Entity.

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

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 revised IRR of R.A. No. 9184.
### Section III. Eligibility Data Sheet

<table>
<thead>
<tr>
<th>Eligibility Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.2</strong> The Consulting Services shall provide the required documents by the NSC for the development of the Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS), a system that operationalizes documented information requirements of ISO 9001:2015 and the guidelines in the establishment and implementation of agency SPMS or Civil Service Commission Memorandum Circular No. 6, s. 2012.</td>
</tr>
<tr>
<td><strong>1.3</strong> No further instructions.</td>
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<tr>
<td><strong>2.1.</strong> Interested consultants shall submit the accomplished Eligibility Documents Submission Form (see Annex B for format), and a Secretary's Certificate or Special Power of Attorney, as may be applicable.</td>
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<tr>
<td><strong>2.1.a (iv)</strong> The List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started shall include all such contracts prior to <strong>Dec 14, 2020</strong> (see Annex D for format). Likewise, the Statement of all Government and Private Contracts Completed which are Similar in Nature shall be submitted (see Annex C for format).</td>
</tr>
<tr>
<td><strong>2.1.a (iv.7)</strong> No further instructions.</td>
</tr>
<tr>
<td><strong>2.1.b</strong> In the absence of a JVA but submitted duly notarized statements from all the potential joint venture partners during Eligibility Document Submission, the submission of the valid JVA shall be within ten (10) calendar days from receipt by the consultant of the notice from the BAC that the consultant has the highest rated responsive bid. Failure to enter into a JVA in the event of a contract award shall be ground for the forfeiture of the bid security.</td>
</tr>
<tr>
<td><strong>4.1</strong> Each interested consultant shall submit one (1) original and two (2) copies of its eligibility documents sealed in one big envelope.</td>
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<tr>
<td><strong>4.3(c)</strong> The address of the Procuring Entity is: National Security Council Bids and Awards Committee 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City</td>
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<tr>
<td><strong>4.3(d)</strong> The name of the project is: Consulting Services for the Development of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS).</td>
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<tr>
<td><strong>5</strong> The deadline for submission of eligibility documents is on <strong>25 November 2020 / 2:00pm</strong> at the above-mentioned address.</td>
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8.1 The place of opening of eligibility documents is:

National Security Council
Bids and Awards Committee
5 V. Luna Road corner East Avenue,
Brgy. Pinyahan, Quezon City

The date and time of opening of eligibility documents is **25 November 2020, 2:00 p.m.**

Only one (1) representative from the interested bidder shall be allowed to attend the opening of Eligibility Documents. Bidder may add one (1) staff to join a video tele-conference (VTC) that will be hosted by the NSC during the Opening of Eligibility Documents. One slot is provided per bidder. The bidder must submit on **24 November 2020** the name and the official email address of the staff who will join the VTC.

9.1 To be considered in the short listing, the interested consultants should have completed a minimum of three (3) similar contracts.

Similar contracts shall refer to the development and implementation of a Document Tracking System and/or Strategic Performance Management System.

9.2 The BAC shall rank the eligible consultants in descending order based on their total scores using the criteria prescribed below. They shall also identify the top five (5) eligible consultants as short-listed consultants. Should the number of applicants be less than the required number apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required in the short listing, the BAC shall consider the same.

Scoring shall be based on the eligibility documents submitted considering the following evaluation criteria:

(i) Applicable experience of the firm or firms in a joint venture, measured as years of existence, awards and citations, and similar completed projects in the last two years. In case of joint ventures, the years of existence of only one member-firm (the one with the longest years of existence) will be considered; although the awards and citations, as well as similar completed projects, of all the firms in the joint venture will be considered --- 15 points;
(ii) Applicable experience and qualifications of personnel who will be assigned to the project vis-à-vis extent and complexity of the undertaking. This will be measured as the years of experience of all personnel be assigned, as well as the academic and other credentials --- 15 points; and

(iii) Current workload relative to capacity / Plan of Approach and Methodology --- 45 points.

Current workload relative to capacity refers to the number of ongoing projects of consultants (as indicated in the List of All Ongoing Government and Private Contracts including Contracts Awarded but not yet started: projects of the firm or firms in a joint venture, as well as those of the individual personnel to be assigned to the project) Consultants shall be ranked and rated accordingly.

The Plan of Approach and Methodology must show clarity, feasibility, innovativeness and comprehensiveness especially the approach in the integration with existing NSC Information Systems (CIHS and HRMS).

Also, it must show a quality of interpretation of project problems, risks and suggested solutions.
PART II

Section I: NOTICE OF ELIGIBILITY AND SHORT LISTING

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear [Addressee]:

1. The National Security Council (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from General Appropriations Act (GAA) (hereinafter called the “Funding Source”) toward the cost of Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS). The Procuring Entity intends to apply a portion of the funds in the amount of Eight Million pesos (PHP8,000,000.00) to eligible payments under the contract for Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS) for which the Bidding Documents is issued.

2. The Procuring Entity now invites bids to provide the following Consulting Services: For the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS). 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 the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) 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 free of charge at 5 V. Luna Road cor East Avenue, Quezon City or may be downloaded in the NSC and PhilGEPS websites.

7. The National Security Council will hold a Pre-Bid Conference on 02 December 2020 at 5 V. Luna Road cor East Avenue, Pinyahan, Quezon City, which shall be open to all short-listed consultants.

Yours sincerely,

FILONILA D. BALITAAN
Assistant Director General, GASO and Chairman, NSC-BAC
**Section II. Instructions to Bidders**

**TABLE OF CONTENTS**

A. General .................................................................................................................. 19  
   1. Introduction ................................................................. ........................................... 19 
   2. Conflict of Interest ............................................................................................ 19 
   3. Corrupt, Fraudulent, Collusive, and Coercive Practices ............. 21 
   4. Consultant’s Responsibilities ............................................................. 22 
   5. Origin of Associated Goods ....................................................... 24 
   6. Subcontracts ................................................................................................. 24 

B. Contents of Bidding Documents .......................................................................... 24  
   7. Pre-Bid Conference ..................................................................................... 24 
   8. Clarification and Amendment to Bidding Documents ............. 25 

C. Preparation of Bids ............................................................................................. 25  
   9. Language of Bids ......................................................................................... 25 
   10. Documents Comprising the Bid: Technical Proposal ..... 26 
   12. Alternative Bids ......................................................................................... 29 
   13. Bid Currencies ............................................................................................ 29 
   14. Bid Validity ................................................................................................. 29 
   15. Bid Security ................................................................................................ 29 
   16. Format and Signing of Bids ........................................................................ 31 
   17. Sealing and Marking of Bids ....................................................................... 32 

D. Submission and Opening of Bids ....................................................................... 33  
   18. Deadline for Submission of Bids .......................................................... 33 
   19. Late Bids ................................................................................................. 33 
   20. Modification and withdrawal of Bids ................................................ 33 

E. Evaluation and Comparison of Bids ..................................................................... 34  
   21. Opening and Preliminary Examination of Bids .................................... 34
22. Process to be confidential ........................................ 34
23. Clarification of Bids .................................................. 35
24. Bid Evaluation ....................................................... 35
25. Evaluation of Technical Proposals ................................. 36
27. Negotiation .......................................................... 37
28. Post Qualification ................................................... 39
29. Reservation Clause .................................................. 39

F. Award of Contract .................................................... 40
30. Contract Award ....................................................... 40
31. Signing of the Contract ............................................. 41
32. Performance Security ............................................... 42
33. Notice to Proceed .................................................. 43
34. Protest Mechanism .................................................. 43
A. General

1. 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 short listed, in accordance with the evaluation procedure specified in the BDS.

1.2 The National Security Council has a budget from the funding source named in the BDS, and with the amount as indicated in the BDS. It intends to apply the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

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 0.

2. CONFLICT OF INTEREST

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

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

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

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

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

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

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

3. Corrupt, Fraudulent, Collusive, 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 (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.

4. CONSULTANT’S RESPONSIBILITIES

4.1 The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Error! Reference source not found. as required in ITB Clause 10.2.

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 not charge the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

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

6. 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

7. Pre-Bid Conference

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

7.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous
to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

7.3 Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid 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.

8. 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 Error! Reference source not found.

C. Preparation of Bids

9. Language of Bids

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

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

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

(a) The Technical Proposal shall not include any financial information.

(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.

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 V. 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. 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 be 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 V: Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

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


11.3. 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
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.

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

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

13.2. If so allowed in accordance with ITB Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.

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

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

14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 15 should also be extended corresponding to 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.

15. 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:
<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Not less than the Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a)</strong> Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td></td>
</tr>
<tr>
<td><em>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.</em></td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong> Bank draft/guarantee or irrevocable letter of credit issued by a Universal or</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td></td>
</tr>
<tr>
<td><em>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.</em></td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong> Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td>Five percent (5%)</td>
</tr>
</tbody>
</table>

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 30;

(ii) fails to furnish performance security in accordance with ITB Clause 31; or

(iii) any other reason stated in the BDS.

16. Format and Signing of Bids

16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section V: 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 V: Bidding Forms 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.

17. Sealing and Marking of Bids

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

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

17.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in 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 of Bids**

18. **Deadline for Submission of Bids**

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

19. **Late Bids**

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

20. **Modification and Withdrawal of Bids**

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

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

   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**

The BAC shall conduct a detailed evaluation of bids using Quality-Cost Based Evaluation/Quality-Cost Based Selection specified in the Bidding Documents:

**Quality-Cost Based Evaluation Procedure**

The technical proposal together with the financial proposal shall be considered in the evaluation of Service Providers. The technical proposals shall be evaluated first using the criteria in Section 33.2.2 of RA 9184 IRR. The financial proposals of the Service Providers who meet the minimum technical score shall then be opened.

The technical proposals of Service Providers shall be evaluated based on the following criteria and using the corresponding numerical weights indicated in the Bidding Documents:

i. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the assignments and general qualifications and competence including education and training of the key staff;

ii. Experience and capability of the Service Provider 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 Service Provider. The experience of the Service Provider 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 Service Providers; and

iii. 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.
The rating system for evaluating the proposal will be as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Proposal</td>
<td>25</td>
</tr>
<tr>
<td>Technical Proposal</td>
<td>75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Proposal (70%) Criteria</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of Personnel</td>
<td>15</td>
</tr>
<tr>
<td>a. Suitability of key staff</td>
<td>5</td>
</tr>
<tr>
<td>b. General qualifications and competence</td>
<td>5</td>
</tr>
<tr>
<td>c. Education and training of key staff</td>
<td>5</td>
</tr>
<tr>
<td>2. Experience and Capability of the Consultant</td>
<td>15</td>
</tr>
<tr>
<td>a. Records of previous engagement and quality of performance in similar projects</td>
<td>6</td>
</tr>
<tr>
<td>b. Relationship with previous and current clients</td>
<td>3</td>
</tr>
<tr>
<td>c. Geographical distribution of current/impending projects</td>
<td>3</td>
</tr>
<tr>
<td>d. Attention to be given by the consultant</td>
<td>3</td>
</tr>
<tr>
<td>3. Current workload relative to capacity / Plan of Approach and Methodology</td>
<td>45</td>
</tr>
<tr>
<td>a. Clarity, feasibility, innovativeness and comprehensiveness of the plan approach, especially the integration with existing NSC existing information systems (CIHS and HRMS). Note that CIHS and HRMS are also developed using the LAMP platform.</td>
<td>15</td>
</tr>
<tr>
<td>b. Quality of interpretation of project problems, risks, and suggested solutions.</td>
<td>15</td>
</tr>
<tr>
<td>c. Current workload relative to capacity /</td>
<td>15</td>
</tr>
</tbody>
</table>

24.2 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. Opening and 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 and selected TWG members 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.


26.1 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.

31.4 The following documents shall form part of the contract:

(1) Contract Agreement or Memorandum of Agreement;

(2) Bidding Documents;

(3) 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;

(4) Performance Security
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:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank;</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>(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</td>
<td></td>
</tr>
<tr>
<td>For 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.</td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td>Thirty percent (30%)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Procuring Entity is the National Security Council (NSC). The NSC shall be used the Quality Cost Based Evaluation/Selection (QCBE/QCBS) evaluation procedure.</td>
</tr>
<tr>
<td>1.2</td>
<td>The Funding Source is the Government of the Philippines (GOP) through the General Appropriations Act (GAA) for FY-2020 in the amount of EIGHT MILLION PESOS ONLY (PhP8,000,000.00) inclusive of VAT and other applicable taxes. The name of the project is the Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS)</td>
</tr>
<tr>
<td>1.3</td>
<td>No further Instructions</td>
</tr>
<tr>
<td>1.4</td>
<td>The Project shall not be phased.</td>
</tr>
<tr>
<td>5</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>6.1</td>
<td>Subcontracting is not allowed.</td>
</tr>
<tr>
<td>6.2</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>7.1</td>
<td>The Procuring Entity will hold a pre-bid conference for this project on 02 December 2020 / 2:00pm at No. 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City. Only one (1) representative from the bidder shall be allowed to attend the pre-bid conference. Bidder may add one (1) staff to join Virtual Tele-Conferencing (VTC) during the Pre-bid conference. One slot is provided per bidder. The bidder must submit on 01 December 2020 the official email address of the staff who will join the VTC.</td>
</tr>
<tr>
<td>8.1</td>
<td>The Procuring Entity’s address is: V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City Contact person: Ms. Elvira B. Pareja BAC Secretariat Tel No. 89284245 loc 1504 / 1504 09397714664 Email Add: <a href="mailto:property@nsc.gov.ph">property@nsc.gov.ph</a></td>
</tr>
<tr>
<td>10.1(b)</td>
<td>The estimated number of professional staff-months required for the Project is 12, details as follows:</td>
</tr>
<tr>
<td>Section</td>
<td>Text</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
</tr>
<tr>
<td>10.1(c)</td>
<td>The minimum required experience of proposed professional staff is as follows: Project Manager (7 years); Systems Analyst (5 years); SQL database specialist and Programmer (3 years); Quality Controller (2 years); Network Specialist (5 years); Coordinator (2 years).</td>
</tr>
<tr>
<td>11.5</td>
<td>No Further Instructions.</td>
</tr>
<tr>
<td>11.7</td>
<td>The ABC is <strong>EIGHT MILLION PESOS (PHP8,000,000.00)</strong>. Any bid with a financial component exceeding this amount shall not be accepted.</td>
</tr>
<tr>
<td>13.1</td>
<td>The bid prices shall be quoted in Philippine Pesos.</td>
</tr>
<tr>
<td>13.3</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>14.1</td>
<td>Bids will be valid until <strong>One Hundred Twenty (120) calendar days</strong> after opening of proposals/bids.</td>
</tr>
</tbody>
</table>
| 15.1 | The bid security must be issued in favor of the National Security Council in any of the following forms in accordance with ITB Clause 15.1:  
   - Bid Securing Declaration;  
   - Cash, Cashier’s Check or Manager’s Check in the amount of **One Hundred Sixty Thousand Pesos (PHP160,000.00)** - equivalent to at least 2% of the ABC;  
   - Bank Guarantee/Bank Draft or Irrevocable LC in the amount of **One Hundred Sixty Thousand Pesos (PHP160,000.00)** - equivalent to at least 2% of the ABC; or  
   - Surety Bond callable upon demand in the amount of **Four Hundred Thousand Pesos (PHP400,000.00)** - equivalent to at least 5% of the ABC. |
| 15.2 | The bid security shall be valid for **one hundred twenty (120) days** from bid opening. |
| 15.5(iii) | No further instructions. |
| 17.1 | Each Bidder shall submit the following in **one (1) big envelope** dully labeled containing one set of envelopes; First envelope must contain **three (3) copies of Technical Proposals/Documents** dully marked as “Original”, “Copy No. 1” and “Copy No. 2”. Second envelope must contain **three (3) copies of Financial documents** dully marked as “Original”, “Copy No. 1” and “Copy No. 2”. |
17.3 Each Bidder shall submit One (1) original and two (2) copies of the first and second components of its bid.

18 The address for submission of bids is 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City.

The deadline for submission of bids is 14 December 2020 / 2:00pm.

21.2 The address for opening of bids is 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City.

The date and time for opening of bids is 14 December 2020 / 2:00pm

Only one (1) representative from the bidder shall be allowed to attend the opening of bids. Bidder may add one (1) staff to join VTC during the Opening of Bids. One slot is provided per bidder. The bidder must submit on 11 December 2020 the official email address of the staff who will join the VTC.

22.1 No further instructions.

25.1 The BIDS shall be evaluated using the Quality-Cost Based Evaluation/Quality Cost-Based Selection (QCBE/QCBS) procedure: The following processes for the opening and evaluation of bids shall be adopted:

a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.

b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a weight of twenty-five percent (25%) and the technical criteria with the total weight of seventy-five percent (75%) having the total numerical weight of one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.

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, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.
25.3 The numerical weight and the minimum required St for each criterion are as follows:

(i) Qualification and quality of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking --- 15 points, minimum 10 points;

(ii) Applicable experience and capability 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 --- 15 points, minimum 10 points; and

(iii) Current workload relative to capacity / Plan of Approach and Methodology --- 45 points, minimum 30 points.

The minimum St required to pass is 50 points.

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 shall be on **14 December 2020/ 2:00pm** at 5 V. Luna Road corner East Avenue, Quezon City.

26.2 All the Financial Proposals of the Consultants who passed the Technical Score (St) shall be opened by the BAC in the presence of the Consultants. 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 second highest rated Consultant 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.
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<td>27.1</td>
<td>The address for negotiations is <strong>5 V. Luna road corner East Avenue, Brgy. Pinyahan, Quezon City.</strong></td>
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<tr>
<td>27.2(e)</td>
<td>The Procuring Entity will discuss with the Consultant the submitted proposal.</td>
</tr>
<tr>
<td>28.2</td>
<td>No additional requirement.</td>
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</table>
| 31.4.6 | List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity or state “No additional requirement.”
| | a. Notarized Non-Disclosure Agreement of all staff to be involved in the project to be submitted by the winning bidder after NTP. |
| 32.1 | No further instructions. |
SECTION IV: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. DEFINITIONS .......................................................................................................................... 51
2. HEADINGS ............................................................................................................................. 52
3. LOCATION ............................................................................................................................... 52
4. LAW GOVERNING CONTRACT AND SERVICES ................................................................. 52
5. LANGUAGE ............................................................................................................................. 52
6. CONSULTANTS AND AFFILIATES NOT TO ENGAGE CERTAIN ACTIVITIES ............ 52
7. AUTHORITY OF MEMBER IN CHARGE .............................................................................. 53
8. RESIDENT PROJECT MANAGER ...................................................................................... 53
9. ENTIRE AGREEMENT ........................................................................................................ 53
10. MODIFICATION .................................................................................................................. 53
11. RELATIONSHIP OF PARTIES ........................................................................................ 53
12. AUTHORIZED REPRESENTATIVES ................................................................................. 53
13. GOOD FAITH ....................................................................................................................... 54
14. OPERATION OF THE CONTRACT ..................................................................................... 54
15. NOTICES .............................................................................................................................. 54
16. WARRANTY AS TO ELIGIBILITY ....................................................................................... 54
17. CONFIDENTIALITY .............................................................................................................. 54
18. PAYMENT ............................................................................................................................. 55
19. CURRENCY OF PAYMENT .................................................................................................. 55
20. LIABILITY OF CONSULTANT ............................................................................................. 55
21. INSURANCE TO BE TAKEN OUT BY THE CONSULTANT ................................................ 55
22. EFFECTIVITY OF CONTRACT .......................................................................................... 55
23. COMMENCEMENT OF SERVICES .................................................................................. 55
24. EXPIRATION OF CONTRACT ............................................................................................. 55
25. FORCE MAJEURE .............................................................................................................. 55
26. SUSPENSION ....................................................................................................................... 57
27. TERMINATION BY THE PROCUREMENT ENTITY ............................................................. 57
28. TERMINATION BY THE CONSULTANT ............................................................................ 58
29. PROCEDURES FOR TERMINATION OF CONTRACTS .................................................... 58
30. CESSATION OF SERVICES ............................................................................................... 59
31. PAYMENT UPON TERMINATION ...................................................................................... 59
32. DISPUTES ABOUT EVENTS OF TERMINATION ............................................................... 60
33. CESSATION OF RIGHTS AND OBLIGATIONS ................................................................. 60
34. DISPUTE SETTLEMENT ...................................................................................................... 60
35. DOCUMENTS PREPARED BY THE CONSULTANT AND SOFTWARE DEVELOPED TO BE THE PROPERTY OF THE PROCUREMENT ENTITY ................................................................. 60
36. EQUIPMENT AND MATERIALS FURNISHED BY THE PROCUREMENT ENTITY ............ 61
37. SERVICES, FACILITIES AND PROPERTY OF THE PROCUREMENT ENTITY ............ 61
38. CONSULTANT’S ACTIONS REQUIRING PROCUREMENT ENTITY’S PRIOR APPROVAL .............................................................................................................................................. 61
39. PERSONNEL ....................................................................................................................... 62
40. WORKING HOURS, OVERTIME, LEAVE, ETC ................................................................. 63
41. COUNTERPART PERSONNEL ................................................................. 63
42. PERFORMANCE SECURITY ............................................................. 63
43. STANDARD PERFORMANCE .......................................................... 64
44. CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC ................................................................. 64
45. PROCUREMENT BY THE CONSULTANT ............................................ 64
46. SPECIFICATIONS AND DESIGNS ................................................... 65
47. REPORTS ....................................................................................... 65
48. ASSISTANCE BY THE PROCURING ENTITY ON GOVERNMENT REQUIREMENTS ....................................................................... 65
49. ACCESS TO LAND ........................................................................... 65
50. SUBCONTRACT .............................................................................. 66
51. ACCOUNTING, INSPECTION AND AUDITING ................................ 66
52. CONTRACT COST ............................................................................ 67
53. REMUNERATION AND REIMBURSABLE EXPENDITURES ............. 67
54. FINAL PAYMENT ........................................................................... 68
55. LUMP SUM CONTRACTS ................................................................. 68
56. LIQUIDATED DAMAGES FOR DELAY ............................................. 69
1. Definitions

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

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

(b) “Consultant” refers to the short-listed consultant with the 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.
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
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 subcontractor, 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 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...
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. 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 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: BIDDING FORMS

ANNEX A - TERMS OF REFERENCE

ANNEX B - ELIGIBILITY DOCUMENTS SUBMISSION FORM

ANNEX C - STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE

ANNEX D - LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STATED

ANNEX E - STATEMENT OF CONSULTANT’S NATIONALITY

ANNEX F - FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

ANNEX G – TECHNICAL PROPOSAL FORMS

ANNEX H – OMNIBUS SWORN STATEMENT

ANNEX I – BID SCURING DECLARATION

ANNEX J – FINANCIAL PROPOSAL FORMS

ANNEX K – FORM OF CONTRACT AGREEMENT
ANNEX A

Terms of Reference:
Consulting Services for the Development of Document Information and Strategic Performance Management System (DoIT-SPMS)

Procuring Entity

The National Security Council (NSC) is the principal advisory body on the proper coordination and integration of plans and policies affecting national security. It coordinates the implementation of national security policies and directives and has the duty to carry out planning and coordination of national security programs.

The NSC (the Agency) main office is located along V Luna Road, Quezon City. It manages the Presidential Situation Room (PSR) in Malacanang Park, Manila. To date, the Agency employs around 200 personnel.

The two office locations are connected and share their information resources and systems through a wide area network (WAN) and Virtual Private Network (VPN). Also, the Agency maintains two data centers at the two sites mentioned to ensure High Availability (HA) of systems and information resources.

Project Overview

Background Information

The NSC recognizes the need to continuously improve the administration and management of its personnel and various resources in order to meet its vision to become a national security institution that is responsive to the changing challenges and opportunities. With its acquisition of ISO 9001:2015 certification in December 2018, the NSC saw the necessity to undertake the development of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS) to become more responsive to the requirements of ISO 9001:2015, the Civil Service Commission (CSC), the Department of Budget and Management (DBM), and the NSC Management.

Part of this initiative is the development of the Documented Information Tracking System (DoITS), a system that operationalizes documented information requirements of ISO 9001:2015. Documented information refers to all the important information within a business that must be kept organized and controlled. It has two types: the information created in order for the organization to operate (referred to as documentation) and thus needs to be maintained; and the evidence of results achieved (referred to as records) and thus needs to be retained.

Moreover, in light of the ongoing Coronavirus (COVID-19) pandemic, working remotely is becoming a norm for the Agency to continue to be productive despite the situation. The Work from Home (WFH) arrangement is aimed at minimizing any unnecessary physical contact and mass gatherings that could result in a further spread of the Coronavirus in the country. However, the key concern for the Agency is whether an employee can be as effective working from home as they are when at the office. The agency needs to ensure that communication is seamless within the different departments or units, and that all data/information is secure.
Likewise, the NSC has also developed its performance and program monitoring and evaluation (M&E) system to easily comply with the reportorial requirements of the DBM and CSC. However, the current M&E system focus only on NSC Units’ programs and activities. Individual appraisals as basis for promotions and other personnel actions is not yet incorporated. The absence of a parallel system to compare between organization effectiveness and employee performance also prompts for this Project. With the SPMS, organizational performance could be linked to employee performance.

The DoIT-SPMS Project adheres to the following general principles:

- Evidence-based
- Inclusive/Coordinated/Consulted
- Holistic

Project Components

The DoIT-SPMS has two subsystems: (a) Documented Information Tracking System or DoITS and (b) Strategic Performance Management System or SPMS.

The Documented Information Tracking Subsystem (DoITS) aims to provide the agency with a system-based of collaborating in creating, reviewing, sharing, tracking, retaining, archiving, and disposing its documented information. It also aims to automize the implementation of the:

- Control procedure of documented information required by the agency quality management system pursuant to ISO 9001:2015
- Complete Staff Work doctrine pursuant to Presidential Memorandum Circular 72 series of 2019
- Securing the agency classified documents pursuant to pertinent governing rules.
- The IT Infrastructure Library (ITIL) as the framework of best practices for delivering IT services.

The Strategic Performance Management Subsystem (SPMS) provides mechanism to link the individual performance vis a vis the organization’s strategic goals through the 4-stage process:

- Stage 1: Performance planning and commitment
- Stage 2: Performance monitoring and coaching
- Stage 3: Performance review and evaluation
- Stage 4: Performance rewarding and development planning

System Component Description

Documented Information Tracking System (DoITS)

Rationale

The DoITS is designed based on the principles of Quality Management System as stipulated in ISO 9001: 2015, Complete Staff Work doctrine as prescribed by Presidential Memorandum Circular 72 series of 2019 and pertinent governing rules on securing government documents.

The Quality Management System pursuant to ISO 9001:2015 requires that documented information shall be controlled to ensure:

- it is available and suitable for use, where and when it is needed;
it is adequately protected (e.g. from loss of confidentiality, improper use, or loss of integrity).

Further the ISO requires that for the control of documented information, the organization shall address the following activities, as applicable:
- distribution, access, retrieval and use;
- storage and preservation, including preservation of legibility;
- control of changes (e.g. version control);
- retention and disposition.

Meanwhile, the Presidential Memorandum Circular 72 series of 2019 prescribed the need to strengthening the standards of Complete Staff Work (CSW) as a requirement for the processing and evaluation of requests for presidential issuances, authorizations and other approval.

MC 72 s. 2019 also stated that prompt, efficient and effective delivery of government services and programs to the Filipino people largely rests on evidence based, inclusive, and holistic government policies, which are translated through issuances, authorizations and approvals of the President.

In the interest of efficiency and effectivity in delivering the agency’s services and programs, CSW should be applied in all documents/written communications that will be elevated for information and/or approval of the National Security Adviser/Director-General


Objectives

1. Strengthen the standard of CSW doctrine in the NSC Secretariat to ensure an efficient, timely, and effective delivery of services and products to the stakeholders;
2. Promote lateral and horizontal coordination and consultation among Deputy Director-Generals, Assistant Director-Generals, Directors and Division Chiefs, and stakeholders;
3. Ensure that the quality of information and/or requested actions being elevated to the NSC Secretariat have undergone proper staff work; and
4. Standardized the format of typical documents prepare by NSC Secretariat employees.

Scope

The DoITS shall cover all types of documents that will be elevated to the Office of the Director-General for information and/or approval and all documents to be routed within different NSC units, including but not limited to the following:

1. Memorandum
2. Office Order
3. Circular
4. Special Order
5. Selection/Nomination of Participants for International Conferences, Meetings and Workshops
6. Concept Paper/Proposal
7. Terms of Reference (TOR)
8. Presidential Issuances and other externally-generated issuances
9. Communications or documents for routing coming from various agencies and institutions
Features

The DoITS shall have the following submodules and features:

- The Documented Information module allows authorized users to create, modify, post or send, and track or monitor the status until it reaches the end of the process.
  - When creating and updating the documented information, the system shall be able to identify and describe the document (e.g., date, title, subject or topic, date, author, unique reference number/document code, version, etc), ensure consistency on the required format per document, follow control procedure on the review and approval for suitability and adequacy of the document.
  - The system able to capture and store basic information, security classification, access control, location history, status, issuance/transfer history and digitized version of the documented information.
  - Users should be able select documents for storage in the Library module wherein additional indexing fields will be required.
  - It has a dynamic workflow capability to process and track and display various activities from receipt and/or encoding to approval/rejection to final reporting.
  - The system able to authorize users to record archiving data of the physical documented information and the archived digital documented information. Users can also restore archived digital documented information.

- The Library module allows users to organize, search and retrieve selected documents stored in this module.

- The Disposal module allows authorized users to record disposal data of documented information with option to export in external media. Transactions can be encoded per documented information or in bulk.

- The Calendar module displays list of documented information that are due for deadlines for action, approval, archiving or disposal. Users are alerted on the archival or disposal schedules.

- The Security module allows authorized users to encrypt (options are 128 or 256 bits), decrypt or add password to protect classified documents. It also allows users to attach their digital signature on outgoing or e-mailed documents.

- The Reports module allows authorized users to generate on screen or print to file (PDF, Excel or Word format) the following forms and reports:
  - Master List of Internally Generated Maintained Documented Information
  - Master List of Externally Generated Maintained Documented Information
  - Master List of Retained Documented Information
  - Record Label and QR Coding
  - List of Documented Information Due for Archiving
The DoITS shall track documented information by ensuring it is appropriately identified and described. It acts as a digital file cabinet that allows for quick sorting and retrieval of digital documents. It works hand-in-hand with scanners that convert paper documents into digital copies.

The system shall allow a dynamic flow and control of the documentation required with the appropriate procedures for creation, approval, review, updating, editing, change tracking, technical revision and access, retention and disposal. It also alerts a person or group of people to know that an action needs to be performed on a file or document to complete a process.

The system should be able to address the issue of consistency on the use of forms, procedures and document identification.

It is vital that the subsystem will allow proper use and any changes that have been incorporated are not removed or lost due to improper access or lack of understanding.

Please refer to Annex A1 to A5 for the additional features of the DoITS.

**Strategic Performance Management Subsystem (SPMS)**

**Rationale**

The Strategic Performance Management System (SPMS) is a mechanism that links employee performance with organizational performance to enhance the performance orientation of the compensation system. It ensures that the employee achieves the objectives set by the organization and the organization, on the other hand, achieves the objectives that it has set as its strategic plan.

The CSC Memorandum Circular No. 6, s. 2012 provides the Guidelines in Establishment and Implementation of Agency SPMS.

**Objectives**

To concretize the linkage of organizational performance with the National Security Policy and Strategic Objectives, Agency Strategic Plan, and Programs;

To accountabilities to the various levels of the organization; and

To link performance management with other NSC information systems.

**Scope**

This covers the one part of the PRIME-HR which is the Performance Management System involving all employees are considered as users.
Features

1. Performance Planning and Commitment

The organization’s performance targets are based on the Agency Road Map, Agency Strategic Plan, Annual Investment Plan, as well as major final outputs of the organization.

In turn, the organization’s various offices must align its performance measures and performance targets based on these targets while individual employee performance contract and rating form are aligned to the offices.

This module shall handle the creation and management of the:

- **Office Performance Commitment and Review Form (OPCR)** which states the targets, performance measures, budgets and responsibility centers.
- Once approved, the OPCR Form shall be used as the basis for the individual performance targets and measures in the **Individual Employee Performance Commitment and Review Form (IPCR)**.

2. Performance Monitoring and Coaching

During the performance monitoring and coaching phase, the performance of the concerned Offices and employees shall be regularly monitored by the supervising officers. As part of the monitoring and evaluation process, the system shall handle the creation and management of the following forms (refer to CSC SPMS Guide Annex H, I, J) for the various employees:

- Performance Monitoring and Coaching Journal
- Performance Monitoring and Coaching Tool for Tracking Targets
- Performance Monitoring and Coaching Tool for Tracking Assignments

3. Performance Review and Evaluation

Both the Office and Individual Employees will undergo assessment.

*SPMS Calendar*

The **SPMS Calendar** shows the various activities according to corresponding dates and responsible parties (refer to CSC SPMS Guide Annex D). To guide the various users, the system will allow the creation of an online SPMS Calendar to systematically alert users of tasks and track performance assessment activities and reports by all concerned stakeholders.

*Office Performance Assessment*

The performance assessment of the Heads of Offices shall be reported using the system’s OPCR Form. These results will be submitted to the PMT for calibration and recommendation to the Head of the Agency for final rating. The system should allow uploading and access of quarterly accomplishment reports and related files per office.

*Individual Employee Performance Assessment*
The performance assessment of Individual Employees shall be reported using the system’s IPCR Form by the immediate supervisor. As a prerequisite, the system should allow uploading and access of reports, documents, and other proof of actual performance to support the rating for a given task, in addition to qualitative comments, observations and recommendations.

These assessments must first be discussed by the supervisor with the employee prior to submission to the Head of Office who shall determine final results according to the rating scale: Outstanding, Very Satisfactory, Satisfactory, Unsatisfactory, Poor.

The system shall generate a Summary List of Individual Ratings (refer to CSC SPMS Guide Annex E) with corresponding IPCRs for the HRDS.

Performance Rewarding and Development Planning

The system shall allow the creation and management of a Professional Development Plan (refer to CSC SPMS Guide Annex K) that captures the development interventions recommended to improve or correct the performance of employees with an Unsatisfactory or Poor rating. The form shall also be used to track the progress, review, and achievement of the employee in terms of the tasks/interventions designed for compliance.

Common Modules

1. System or Code Library. System shall include facilities where system or HR administrators shall be able to setup the various parameter and system variables.
2. Report Generation. The system must have a report generation module for the advance search and processing of custom reports. It has a report filtering and data mining facility. It accepts advanced search criteria and generates reports based on the search criteria. All system generated reports must have an option for watermarks and QR codes.
3. File sharing. This module allows authorized users to share, collaborate, distribute, and download common files, forms, etc.
4. Dashboard. It shall have a dashboard for the announcements, calendar of events, tasks, and other information.

System Maintenance

The System Maintenance refers to the System Administrator’s module or program for the maintenance/administration of the DoIT-SPMS. Adequate security features should be in place. Provisions should be made to secure front and back end database and backup system through encryption. The system should be compliant with the requirements of the Data Privacy Act. It has the following submodules:

1. User. A facility to create and manage user accounts that have access to the system, with facility to view user status (online or offline) for security tracking.
2. Role. A facility to create and manage roles within the system. It allows multiple user roles.
3. Permissions. A facility to manage the privileges for each role in the system.
4. Organizations. A facility to manage the organizations/offices in hierarchical order. It allows updating of organizational structure and process flow.
5. Audit Trail Tracking. Administrators facility to filter, display, and print user activities within the system or on a certain document. It can display and filter logs or audit trail on every
transaction, updates/revisions made with person responsible, documents downloaded, and access summary. It should have an option to archive audit logs. Administrator can also view archived log through the system.

6. **Backup and restore.** A facility to automatically create password protect backup files and restore. It has a facility of define password expiration and convention through Password Policy setup.

**General Specifications**

1. Web-based and runs in an optimized RDBMS platform integrated with front-end application systems. It shall be developed in LAMP (Linux, Apache, MySQL and PHP) platform preferably in Laravel Framework. The system must be accessible via different web browsers, operating systems and gadgets.

2. The system should be able to interface or read from the MySQL database of the NSC Human Resource Management System (HRMS) for the authorized users and Collaboration and Information Handling System (CIHS) for the agency programs and projects as well as the accomplishment reports.

3. The interface should be engaging and dynamic, customizable, equipped with fast-loading and intuitive (auto suggest) data entry screens.

4. System must be customizable and capable of generating reports in various formats.

5. System must be equipped with a customizable user dashboard.

6. Captures data/information coming from various sources and ensures the integrity and accountability of data/information created.

7. Sort items on screen by attribute and on more than one sort fields.

8. Generates reports on-screen and able to print to file with options using PDF, MSWord, and MSExcel.

9. The system should not automatically download files/documents and store in a temporary location when users are just browsing information.

10. Facility to encrypt documents and send electronic copies to external parties.

11. SQL database server and web server are in different virtual server.


Moreover, the consulting services shall cover, but not limited to the following:

1. **Conduct System Analysis and Design for the Development of the DoIT-SPMS**

   - Determine detailed user requirements; create design and structure of the process or workflow, prepare a systems analysis report, which includes a documentation of the database structure, links and relationships, reports and summary-tables.

   - Consult with the actors involved to identify additional information, reports, summary-table requirements and desired features.

   - Produce draft detailed system design recommendations.

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

   - Prepare (a) the System Design Specification and (b) Use Case or Mockup (with diagram) until approved by the Project Management Committee or Technical Working Group.

2. **Development of a computerized DoIT-SPMS**

   - Perform front-end and back-end programming for a web-ready NSC DoIT-SPMS.

   - Based on the approved Work Plan, Use Case or Mock-up (with diagram) and Design Specifications, create a Quality Assurance module that can be accessed by the NSC Technical
personnel to: (a) keep track of the progress of development of planned features/components/routines; (b) facilitate user testing, bug reporting and tracking; and (c) document system crashes/failures and corresponding fixes/solutions.

- Deliver a live demonstration of system features/capabilities during regular meetings with the NSC Project Management Committee (demonstration schedule to be mutually agreed) to show evidence on the status of development and to facilitate review of the system for development.
- Develop a Maintenance System for the NSC DoIT-SPMS. The Maintenance System refers to the external module or program for the maintenance of the system. It has a system database back up capability to ensure that the documents are well maintained and kept safely. It can display logs on the use of the system, updates/revisions made with the person responsible, and documents downloaded.
- Adequate security features should be in place to ensure and so as not to compromise the system both from the inside and outside. Provisions should be made to secure front-end and back-end database and backup system through encryption.

**Perform Management and Administrative Functions**

- Prepare and submit for approval an Inception Report which includes a) the overall approach in undertaking the required tasks b) an indicative work plan (with milestones) listing all the activities to be undertaken under the Contract for Consulting Services, the schedule, and the personnel of the Service Provider responsible in accomplishing the activities; and c) the template of the monthly progress reports.
- Prepare and submit for approval (or re-approval) a work plan (or a revised version to incorporate catch-up measures in case of delays, as may be necessary) based on the approved Use Case or Mock-up (with diagram) and Design Specification.
- Coordinate with the NSC Technical Working Group and/or Project Management Committee and participate in monthly meetings for reporting progress of development and/or bug fixing, live system demonstration, etc.
- Facilitate the conduct of workshops and users’ training and provide training materials for users.
- Train and transfer the required knowledge to technical staff. The training for technical staff shall cover installation, configuration, backup, uninstallation, and restoration of the system.
- Submit Monthly/Final Progress Reports for verification/approval.
- Submit Progress Billings (with the approved Monthly/Final Progress Report for the period covered).
- Ensure that the system(s) is (are) properly installed.
- Prepare and submit the following documentation/manuals in soft and hard copies: (a) system documentation manual; (b) user manual; and (c) training manual.
- Carry out corrective and adaptive maintenance in order to improve the application system when necessary.
- Provide for a one-year warranty and defects liability period, wherein any system problem/bug encountered, within the approved program specifications, including revisions/amendments as may be agreed upon by both parties, shall be corrected/remedied/revised free of charge.
- Remote twenty-four-hour technical support should be rendered to respond to system crashes or failures.

**Project Estimates**

**APPROVED BUDGET COST**

The ABC is PhP8,000,000.00 inclusive of all applicable taxes.
DURATION

The Contract of the Service Provider shall be for a total of 24 months for the development and warranty periods – the required deliverables are to be completed within six (6) months, while the remaining 18 months shall be intended for the warranty and defects liability period.

Bid Requirement

ICT AND ICT-RELATED CONSULTING SERVICES

The consulting services is primarily for the establishment of a computerized system and shall cover the requirements of CSC SPMS model and ISO 9001:2015. The DoIT-SPMS shall primarily manage the data capture, flow, the validation process, and the storage and retrieval of data/information of performance-related data. It should comply with all the requirements indicated in this Terms of Reference.

Project Management

Project direction shall emanate from the NSC. All technical reports, designs, specifications, or recommendations shall be subject to review and approval by the agency.

The working arrangement for the systems development and other management and administrative functions will comprise, but not limited to, the following:

i. The Project Management Team (PMT) will be responsible for providing direction and guidance in the overall conduct of the project, integrating and resolving conflicting ideas that may arise during systems development.

ii. A PMT for the DoIT-SPMS project shall be organized to serve as the NSC counterpart team to the Service Provider, responsible for monitoring the progress of the project, and validating and accepting the outputs of the project before elevation to the NSC Management or Steering Committee.

iii. The NSC TWG shall assist the Service Provider in securing information or data from other government agencies, officials or third parties concerned as may be necessary in the performance of services.

iv. The NSC TWG shall facilitate or manage the participation of NSC personnel involved in the process.

All information gathered by the Service Provider shall be protected with a Non-Disclosure Agreement (NDA). All products/outputs of the Service Provider relative to the Project shall be submitted to the NSC for safekeeping. The NSC shall be the absolute owner of the developed information system and shall have copyright ownership.

Payment Schedules/Milestones

Payments for the services rendered by the Service Provider shall be made in accordance with the schedule below. Note that payments to the Service Provider for each of the milestone/output/activity specified below shall be made after submission by the Service Provider of a billing statement, and upon acceptance and issuance of certificate of satisfactory service by NSC.
<table>
<thead>
<tr>
<th>Output/Milestone</th>
<th>Time Frame</th>
<th>Schedule of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Submission of Inception Reports</td>
<td>Upon acceptance of Notice of Award/Notice to Proceed</td>
<td>10% upon submission of inception report</td>
</tr>
<tr>
<td>2. Submission and Approval of Systems Design Documentations</td>
<td>30 days from submission of inception report</td>
<td>30% upon delivery and acceptance of Systems Design documentations</td>
</tr>
<tr>
<td>3. Installation and acceptance of DoIT-SPMS and conduct of User’s and Technical Trainings</td>
<td>120 days from submission of inception report</td>
<td>40% upon installation and acceptance of DoIT-SPMS and conduct of Technical and User’s training</td>
</tr>
<tr>
<td>4. Complete Documentation and Progress Reports</td>
<td>180 days from acceptance of the System and conduct of Technical and User’s Training</td>
<td>15% upon acceptance and turnover of systems’ documentation, source code, progress report and terminal report</td>
</tr>
<tr>
<td>5. Terminal Report</td>
<td>A maximum of 1 ½ year from acceptance and turnover of the system and submission of final documentation, source code, progress report and terminal report</td>
<td>5% upon acceptance of Documentations/Reports</td>
</tr>
</tbody>
</table>

**Annexes: Additional Features of the Documented Information Tracking Subsystem (DoITS)**

**ANNEX 1. Preparation of Documents**

1. Document Classification
   a. Letter
   b. Reports
   c. Transactional/Action Documents
   d. Memorandum
      i. Types of a Memoranda
         - Internal Memorandum
         - Inter-Office Memorandum
         - Inter-Agency Memorandum/Letter
      ii. Classification of Memoranda (based on purpose)
         - Information Memorandum
         - Decision Memorandum

2. Guidelines in the Preparation of Documents
   a. Process Flow
   b. Substance
      i. Salient Points
         - What
         - Where
         - When
         - Who
         - Why
How

ii. Antecedents
iii. Justification
iv. Legal Framework
v. Recommendation

c. Format
i. Documents must be well written and consistent as to form, spelling, grammar, etc
ii. The content should be direct to the point and concise but comprehensive;
iii. Different paper sizes shall be used for all written communications;
iv. The Official NSC Secretariat letterhead shall be used for the first page of all internal and outgoing communications;
v. All internal administrative issuances and external communications must bear the initial or countersign of OPR/head of office;
vi. The use of “For” and “To” to address the recipient in the heading segment of a memorandum follows the rules of ranking of officials;

The heading segment of a memorandum shall be composed of the name and designation of the recipient, name of head of the originating office/OPR, subject, and date of the memorandum

vii. For inter-agency communications, the President must be addressed in all communications, events, or materials as ________; and

All members of the Cabinet as “Secretary”

viii. All communications bearing the name and signature of the National Security Adviser and Director-General must follow the following format:

ix. Documents submitted for perusal of the NSA/DG must completely package

x. The date and time shall follow the following formats:

xi. Guidelines and rules set forth in Document Security on Classification of documents shall apply to complement the preparation and packaging of documents as applicable

3. Endorsement of Documents to the NSA/DG

a. As part of the CSW doctrine, lateral/horizontal coordination among offices shall be strictly implemented. All documents together with a cover memorandum from the delivery units must be cours ed through the concerned Assistant Director-General, Deputy Director-General and The Deputy Director-General and Chief of Staff.

Concerned Delivery Units shall attach a routing slip together with their documents and cover memorandum stating their comments/remarks.

b. Subsequently, the concerned ADGs, ODGs and OTDDG/COS shall process the same in CSW and finally, endorse the document to the NSA/DG, for final action.

c. The cover memorandum is composed of the following parts:

i. Heading Segment
ii. Brief description of the antecedent factors
iii. Discussion segment
iv. Recommended segment
v. Decision matrix
vi. Attachments (with proper labelled tabbing)
## ANNEX 2: Minimum Requirements Per Select Document Type

<table>
<thead>
<tr>
<th>Memorandum</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Content / Outline</strong></td>
<td><strong>Process / Requirements</strong></td>
</tr>
<tr>
<td>1. Brief Background / Context</td>
<td>1. Concurrence of concerned directors/offices</td>
</tr>
<tr>
<td>2. Program description (as applicable)</td>
<td>2. Endorsement of the ADG and DDG, for approval of the DG</td>
</tr>
<tr>
<td>3. Objectives</td>
<td></td>
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<tr>
<td>4. Recommendation</td>
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<tr>
<td>5. Effectivity/Timeline</td>
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</table>

<table>
<thead>
<tr>
<th>NSC Order</th>
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<tbody>
<tr>
<td><strong>Content / Outline</strong></td>
<td><strong>Process / Requirements</strong></td>
</tr>
<tr>
<td>1. Objectives/purpose</td>
<td>1. Concurrence of concerned directors/offices</td>
</tr>
<tr>
<td>2. Coverage/participants/authorized employee</td>
<td>2. Endorsement of the ADG and DDG, for approval of the DG</td>
</tr>
<tr>
<td>3. Effectivity</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>NSC Circular</th>
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</thead>
<tbody>
<tr>
<td><strong>Content / Outline</strong></td>
<td><strong>Process / Requirements</strong></td>
</tr>
<tr>
<td>1. Background/Rationale</td>
<td>1. Presentation of the NSC Circular to the meetings of the concerned TWG and ExeCom and getting their recommendation</td>
</tr>
<tr>
<td>2. Program description</td>
<td>2. Consultation with concerned Personnel/Unit/s</td>
</tr>
<tr>
<td>3. Objectives</td>
<td>3. Concurrence of concerned directors/offices</td>
</tr>
<tr>
<td>4. Scope/Coverage</td>
<td>4. Endorsement of the ADG and DDG, for approval of DG</td>
</tr>
<tr>
<td>5. Implementation Mechanism</td>
<td></td>
</tr>
<tr>
<td>6. Effectivity</td>
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<table>
<thead>
<tr>
<th>Selection/Nomination of Participants for International Conferences, Meeting and Workshops</th>
<th></th>
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<tbody>
<tr>
<td><strong>Content / Outline</strong></td>
<td><strong>Process / Requirements</strong></td>
</tr>
<tr>
<td>1. Background</td>
<td>1. Endorsement of invitations to the HRDS</td>
</tr>
<tr>
<td>2. Program/Event description (including cost)</td>
<td>2. ODG to endorse invitation to HRDS for appropriate action</td>
</tr>
<tr>
<td>3. Level of Participation</td>
<td>3. Assessment / Deliberation of the PDC</td>
</tr>
<tr>
<td>a Type of representation (e.g., function-based or performance-based, high official or technical staff)</td>
<td>4. PDC chairs and PDC members to endorse shortlist of nominees to the ODG</td>
</tr>
<tr>
<td>b Roles of NSC (e.g, head of delegation, member of delegation, or observer)</td>
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<tr>
<td>4. List of Nominees/Recommendation</td>
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<thead>
<tr>
<th>Concept Paper / Project Proposal</th>
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<tbody>
<tr>
<td><strong>Content / Outline</strong></td>
<td><strong>Process / Requirements</strong></td>
</tr>
<tr>
<td>1. Rationale/Background</td>
<td>1. Consultation with concerned units or agencies</td>
</tr>
<tr>
<td>2. Objectives</td>
<td>2. Endorsement of the concerned unit to the OADG/ODDG/OTDDG-COS</td>
</tr>
<tr>
<td>3. Expected output/outcomes</td>
<td></td>
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<tr>
<td>4. Scope/Target beneficiaries or areas</td>
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<td>5. Evidences of the consultation done</td>
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### Terms of Reference

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<tr>
<td>4.</td>
<td>Target/Expected Participants</td>
</tr>
<tr>
<td>5.</td>
<td>Activities to be covered/scope of work</td>
</tr>
<tr>
<td>6.</td>
<td>Implementation period/Duration of the contract</td>
</tr>
<tr>
<td>7.</td>
<td>Administrative/management Arrangements</td>
</tr>
<tr>
<td>8.</td>
<td>Budget breakdown</td>
</tr>
</tbody>
</table>

1. Concurrences from Financial and Management Service, Administrative Service, and Legal Division
2. Endorsement of the concerned unit head to the ADG and DDG for approval of TORs below P_______
3. Endorsement of the DDG to the DG for approval of TORs above P_______

### Contracts (e.g., MOA, MOU)

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<tbody>
<tr>
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<tr>
<td></td>
<td>Budget breakdown</td>
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</tbody>
</table>

1. Concurrences from Financial and Management Service, Administrative Service, and Legal Division
2. Endorsement of the DDG to the DG for approval

### Outgoing communications/documents

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<table>
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<tbody>
<tr>
<td>1.</td>
<td>Background</td>
</tr>
<tr>
<td>2.</td>
<td>Description of the program, project or activity</td>
</tr>
<tr>
<td>3.</td>
<td>Current state of the program, project or activity</td>
</tr>
<tr>
<td>4.</td>
<td>Possible issue/concerns on the project/program, if any</td>
</tr>
<tr>
<td>5.</td>
<td>Action items/ Way forward</td>
</tr>
<tr>
<td>6.</td>
<td>Recommendation</td>
</tr>
</tbody>
</table>

1. Endorsement of the concerned DU Head to the ADG/DDG, TDDG-COS
2. Endorsement of the DDG to the DG for approval

### Presidential Issuances and other externally-generated issuances

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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
<td>Program/Project description</td>
</tr>
<tr>
<td>3.</td>
<td>Expected outputs/outcomes</td>
</tr>
<tr>
<td>4.</td>
<td>Scope/Activities to be covered</td>
</tr>
<tr>
<td>5.</td>
<td>Participants/Concerned offices/ agencies</td>
</tr>
</tbody>
</table>

1. Concurrence of concerned delivery unit Heads
2. Presentation to the meetings of the ExeCom

### Consulting Services for the Dev’t of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS)
| 6. Administrative/Management Arrangements | 3. Endorsement of the concerned Delivery Unit Heads and ODDG to ODG External (as applicable) |
| 7. Cost/Implication to NSC (if any) | 1. Concurrence of concerned agencies (esp. Office of the Executive Secretary) |
|                                           | 2. Issuance of a Cabinet Cluster Resolution (as applicable) |

**Joint Circulars (e.g., Inter-Agency or with External Partners)**

| 1. Rationale/Background | 1. Concurrence of concerned offices |
| 2. Program/Project description | 2. Concurrence of concerned agencies and/or other stakeholders |
| 3. Expected outputs/outcomes | 3. Endorsement of the delivery unit head and DDG to the DG for approval |
| 4. Scope/Activities to be covered | |
| 5. Participants/Concerned offices/agencies | |
| 6. Administrative/Management Arrangements | 1. Concurrence of concerned offices |
| 7. Cost/Implication to NSC (if any) | 2. Concurrence of concerned agencies and/or other stakeholders |

**Personnel Action Documents (e.g., Appointment, Oath of office, Travel Authority, Leave)**

| 1. Background/ rationale | 1. Concurrence of PSB/PDC |
| 2. List of references | 2. Endorsement of the PSB/PDC Chair to the Secretary |
| 3. Findings | |
| 4. Recommendations | |

*The Approval or Disapproval of the documents shall be indicated in the decision matrix in the Decision/Cover Memorandum*
# ANNEX 3: Letter Format

<table>
<thead>
<tr>
<th>Content / Outline</th>
<th>Process / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Recipients Name</strong></td>
<td></td>
</tr>
<tr>
<td>1. Title Addressee (all caps, bold)</td>
<td>1. Two spaces after the date</td>
</tr>
<tr>
<td>2. Designation</td>
<td>2. 12 point Arial</td>
</tr>
<tr>
<td>3. Address</td>
<td>3. Single spaced</td>
</tr>
<tr>
<td><strong>Attention Line</strong></td>
<td>1. One space after the Recipient’s Name</td>
</tr>
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<td></td>
<td>2. Center Alignment</td>
</tr>
<tr>
<td><strong>Salutation</strong></td>
<td>1. Two spaces after the Attention line</td>
</tr>
<tr>
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<td>2. The name must be in bold format</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td>1. 12 point Arial</td>
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<td>2. Single spaced</td>
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<td>3. Full blocked</td>
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<td></td>
<td>4. Justified</td>
</tr>
<tr>
<td><strong>Complimentary Closing</strong></td>
<td>1. Two spaces after the body of the letter</td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td>1. Three spaces after the Closing</td>
</tr>
<tr>
<td></td>
<td>2. Name of the sender must be in all caps and bold format.</td>
</tr>
<tr>
<td><strong>Photo Copy Notation</strong></td>
<td>1. Three spaces after the Signature</td>
</tr>
<tr>
<td></td>
<td>2. 10 point Arial</td>
</tr>
<tr>
<td></td>
<td>3. Names in bold format</td>
</tr>
</tbody>
</table>
# ANNEX 4: Information Memorandum

<table>
<thead>
<tr>
<th>Content / Outline</th>
<th>Process / Requirements</th>
</tr>
</thead>
</table>
| Memo Heading      | 1. Three spaces after the Header  
2. Fourteen (14) point Arial  
3. All caps, bold format  
4. Signature/Initials with date beside the Command Channels’ name |
| Body              | 1. Background  
2. Discussion  
3. Recommendation |
| Signature         | 1. Five (5) spaces after the body of the memorandum  
2. The name must be in all caps and bold format |

# Annex 5: Decision/Cover Memorandum

<table>
<thead>
<tr>
<th>Content / Outline</th>
<th>Process / Requirements</th>
</tr>
</thead>
</table>
| Memo Heading      | 1. Three spaces after the Header  
2. Fourteen (14) point Arial  
3. All caps, bold format  
4. Signature/Initials with date beside the Command Channels’ name |
| Body              | 1. Background  
2. Discussion  
3. Recommendation |
| Decision          | 1. Five (5) spaces after the body of the memorandum |
| Signature         | 1. The name must be in all caps and bold format |
ANNEX B

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

National Security Council
Bids and Awards Committee
5 V. Luna Road corner East Ave., Brgy. Pinyahan,
Quezon City

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated [insert date] for Consulting Services for The Development of Documented Information Tracking and Strategic Performance Management System (DoIT-SPMS), [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 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
ANNEX C

Statement of all Government and Private Contracts Completed which are Similar in Nature

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Date of the Contract</th>
<th>Kinds of Consulting Services</th>
<th>Amount of Contract</th>
<th>Date of Delivery</th>
<th>End User’s Acceptance or Official Receipt(s) Issued for the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td></td>
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<td>Private</td>
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</tr>
</tbody>
</table>

Submitted by: __________________________
(Printed Name and Signature)

Designation: __________________________

Date: __________________________

Instructions:

a) Projects deliverable should be completed within six (6) months immediately preceding January 4, 2021 kick-off meeting. Bug fixes or warranty period for another 18 months shall start after deployment and acceptance of the system.

b) Completed contract:
   (i) If there are more than twenty (20) similar completed contracts in a year, state at least 20 completed contracts for said year.
   (ii) If there are 20 or less similar completed contracts in a year, state all completed contracts for said year.
   (iii) If there is no similar completed contract in a year, state none or equivalent term. This shall not be a basis for disqualification.

c) Similar contracts shall refer to the __________________________
ANNEX D

List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name: _______________________________
Business Address: _______________________________

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Date of the Contract</th>
<th>Kinds of Consulting Services</th>
<th>Value of Outstanding Contracts</th>
<th>Date of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td></td>
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</tbody>
</table>

Submitted by: _______________________________
(Printed Name and Signature)

Designation: _______________________________

Date: _______________________________

Instructions:

i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to **14 December 2020**.

ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
ANNEX E

STATEMENT OF THE CONSULTANT’S NATIONALITY

National Security Council
Bids and Awards Committee
5 V. Luna Road cor East Avenue,
Brgy Pinyahan, Quezon City

Ladies/Gentlemen:

In compliance with the requirements of National Security Council – Bids and Awards Committee (NSC BAC) for the bidding for the Project, Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS), I/we hereby declare the following:

1. [Select one and delete the rest].

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

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

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

2. That the following are the proposed personnel:

<table>
<thead>
<tr>
<th>Name of Proposed Personnel</th>
<th>Proposed Position</th>
<th>Nationality</th>
<th>Proof of Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>10.</td>
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</tbody>
</table>

3. That attached herewith are the Curriculum Vitae of the above-mentioned personnel (Annex/es); and
4. That the undersigned is/are the authorized representative/s for this public bidding as evidenced by herewith attached notarized authority.

Very truly yours,

Signature: ___________________________
Name and Title of Authorized Signatory: ___________________________
Name of Consultant/Company: ___________________________
Address: ___________________________ Contact No/s. ___________________________

(Note: Please attach the notarized authority of the consultant’s representative for the public bidding for this project)
**ANNEX F**

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

**FIRM'S PROFILE**

<table>
<thead>
<tr>
<th>Name of Firm</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Form of Organization</th>
<th>Year Established</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Business Address</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Principal Contact Person</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Email</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>General Description and Technical Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
### Field of Specialization and Type of Services

<table>
<thead>
<tr>
<th>Field</th>
<th>Service Provided</th>
<th>Experience (No. of Years)</th>
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<tbody>
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</tbody>
</table>

### Company Officers and Key Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Education</th>
<th>Expertise</th>
<th>Years with Firm</th>
<th>Age</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### Current Number of Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>Full time</th>
<th>Part time</th>
<th>Total</th>
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<tbody>
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</tbody>
</table>

### Awards, Certifications, Relevant Distinctions

<table>
<thead>
<tr>
<th>Name</th>
<th>Given By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

(Note: Add rows above as may be necessary)

Signature: ____________________________
Name and Title of Authorized Signatory: ____________________________
Name of Consultant/Company: ____________________________
CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

<table>
<thead>
<tr>
<th>Proposed Team:</th>
<th>Please check:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Key Personnel</td>
</tr>
</tbody>
</table>

Name of Position:

**Personal Information**

**Name of Staff**

<table>
<thead>
<tr>
<th>Address</th>
<th>Contact No.</th>
<th>Email Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Birth</th>
<th>Citizenship</th>
<th>Civil Status</th>
</tr>
</thead>
</table>

**Work Experience (start from the current employment)**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Inclusive Dates</th>
<th>Total (Years, Months)</th>
<th>Position Title</th>
<th>Actual Duties and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From To</td>
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</tbody>
</table>

96
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Inclusive Dates</th>
<th>Total</th>
<th>Position Title</th>
<th>Actual Duties and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
<td>To</td>
<td>(Years, Months)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Inclusive Dates</th>
<th>Location</th>
<th>No. of Hours</th>
<th>Conducted/Sponsored by</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
<td>To</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Current Workload (include workload or projects form other companies, if any)**

**Relevant Training (start from the most recent)**
### Education *(start from the most recent)*

<table>
<thead>
<tr>
<th>School</th>
<th>Inclusive Dates</th>
<th>Degree Course</th>
<th>Scholarships/Academic Honors Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
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</tbody>
</table>

### Certificates, Other Credentials

<table>
<thead>
<tr>
<th>Title</th>
<th>Date Received</th>
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<tbody>
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</tbody>
</table>

**Certification:**

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

__________________________________________
Signature over Printed Name

date: __________________
ANNEX G

TECHNICAL PROPOSAL FORM

TPF 1. Technical Proposal Submission Form

[Date]

National Security Council
5 V. Luna Road Corner East Avenue,
Brgy Pinyahan, Quezon City

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS) 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>
<thead>
<tr>
<th>Project Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm/Entity(profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. Of Staff</td>
</tr>
<tr>
<td>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>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No of Months of Professional Staff Provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</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**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</table>

2. **Support Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</tbody>
</table>

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 7: Time Schedule for Professional Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<th>Subtotal 91)</th>
<th>Subtotal (2)</th>
<th>Subtotal (3)</th>
<th>Subtotal (4)</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Full-time:</th>
<th>Part-time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports Due:</td>
<td></td>
</tr>
<tr>
<td>Activities Duration:</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Signature:</td>
</tr>
</tbody>
</table>

Full Name:  
Title:  
Address:
TPF 8: Activity (Work) Schedule

A. Field Investigation and Study Items

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
</tr>
</thead>
</table>

B. Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
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<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
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 duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of (Name of Bidder) with office (Address of Bidder);

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized Representative of (Name of Bidder) with office address at (address of Bidder):

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS) of the National Security Council;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the (Name of Bidder) in the bidding as shown in the attached (state title of attached document showing proof of authorization (e.g. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture));

3. (Name of Bidder) is not “blacklisted” or barred from bidding the Government of the Philippines or any of its agencies, offices, corporations, or Local government Units, foreign government/foreign or international financing institutions 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 Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the Head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
If a partnership or cooperative: None of the officers and members of (Name of Bidder) is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of (Name of 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, and the head of the Project Management Officer or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and complies with the responsibilities of a prospective and eligible bidder;

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 of the 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 __________, 2020 at _____________________________, Philippines.

____________________________
Bidder’s Rep/Authorized Signatory

J U R A T
ANNEX I

REPUBLIC OF THE PHILIPPINES
CITY OF _______________________ ) S.S.

-----------------------------------------

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: [Insert reference number]

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

I/We, the undersigned, declare that:

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.

I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

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

Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

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;

I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, 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. ______ and his/her __________________ No. ______ issued on ______ at ______.
Witness my hand and seal this ___ day of [month] [year].

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

Doc. No. ___
Page No. ___
Book No. ___
Series of ___
ANNEX J

FINANCIAL PROPOSAL FORMS

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 Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS) 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

<table>
<thead>
<tr>
<th>Cost</th>
<th>Currency(ies)</th>
<th>Amount in Philippine Peso</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## FPF 3. Breakdown of Price per Activity

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Activity No.</th>
<th>Description</th>
<th>Price Component</th>
<th>Currency ( cies)</th>
<th>Amount in Philippine Peso</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Reimbursables</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8 In cases of contracts involving foreign consultants, indicate the exchange rate used.
FPF 4. Breakdown of Remuneration per Activity

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names</td>
<td>Position</td>
</tr>
<tr>
<td>Regular Staff</td>
<td></td>
</tr>
<tr>
<td>Local Staff</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>

9 Staff months, days, or hours as appropriate.

FPF 5. Reimbursables per Activity

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price In</th>
<th>Total Amount In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>International Flights</td>
<td>Trip</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Miscellaneous Travel Expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Subsistence Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Office rent/ accomodation /Clerical assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10 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:__________________________________

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication costs between_____and ___________________ (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment vehicles, computers, etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total

___________
Form of Contract Agreement

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between National Security Council (NSC) with Office Address at 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City (hereinafter called the “Entity”) and [name and address of Consultant] (hereinafter called the “Consultant”).

WHEREAS, the Entity is desirous that the Consultant execute Consulting Services for the Development of Document Information Tracking and Strategic Performance Management System (DoIT-SPMS) (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:
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.

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,
   i. 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.

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.

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
National Security Council  
5 V. Luna corner East Avenue, Brgy. Pinyahan, Quezon City  

Binding Signature of Consultant

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

Approved by:

FILONILA D. BALITAAN  
Assistant Director-General, GASO and Chairman, Bids and Awards Committee

RICHELIEU RAYMUND C. REMANDABAN  
Director III, SPD  
BAC Vice Chairman

MA. VICTORIA C. CASTRO  
Asst. Director General, IMO  
BAC Member

RUPERTA T. SALVANERA  
Director IV, FSS  
BAC Member

ATTY. REYNALDO V. OLA-A  
Director IV, Legal  
BAC Member