



## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists - Rebidding**

**2016-05**

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# PART I

# ***Section I. Request for Expression of Interest***



## REQUEST FOR EXPRESSION OF INTEREST FOR PROCUREMENT OF CONSULTING SERVICES FOR TRAINING TOOLS/EQUIPMENT SPECIFICATIONS AND PROCUREMENT SPECIALISTS

1. The **Technical Education and Skills Development Authority (TESDA)**, through **General Appropriations Act for CY 2016** intends to apply the sum of **One Million Two Hundred Seven Thousand Two Hundred Fifty Pesos Only (Php1,207,250.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The TESDA now calls for the submission of eligibility documents for **procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists**. Interested consultants must submit their eligibility documents on or before **17 March 2016 at 2:00 P.M.** at CSA Conference Room, 2<sup>nd</sup> Floor, TESDA Administration Building, Taguig City. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.
3. 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 No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Revised Implementing Rules and Regulations (IRR). The short list shall consist of three (3) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

The minimum required St for each criterion is as follows:

The numerical weights for each criterion is as follows:

- |     |  |                     |
|-----|--|---------------------|
| (a) | Quality of personnel to be assigned to the Project | – 35%               |
| (b) | Experience and capability of the CONSULTANT        | – 40%               |
| (c) | Plan of approach and methodology                   | – 25 %              |
|     |  | <u>100% (x 85%)</u> |

The minimum St required to pass is 70%.

4. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the IRR of RA 9184.

## ***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 bidders 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 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 prospective bidders:

(a) Class "A" Documents –

### Legal Documents

- (i) 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;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

### Technical Documents

- (iv) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the EDS. The statement shall include, for each contract, the following:
  - (iv.1) the name and location of the contract;
  - (iv.2) date of award of the contract;
  - (iv.3) type and brief description of consulting services;
  - (iv.4) consultant's role (whether main consultant, subcontractor, or partner in a JV)
  - (iv.5) amount of contract;
  - (iv.6) contract duration; and
  - (iv.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract;

- (v) **Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2.**

**Financial Document**

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

**(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. 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.**
- 2.4. **Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subcontractors may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino**

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**Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.**

- 2.5. **If a prospective bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated 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. **Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.**
- 3.2. **Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.**
- 3.3. **The eligibility documents, 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 prospective bidder.**
- 3.4. **Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.**

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

- 4.1. **Unless otherwise indicated in the EDS, prospective bidders 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 prospective bidder 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 prospective bidder 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 Procuring Entity’s BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the EDS.

## **6. Late Submission of Eligibility Documents**

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 5 shall be declared “Late” and shall not be accepted by the Procuring Entity.

## **7. Modification and Withdrawal of Eligibility Documents**

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

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

7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder 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. A prospective bidder 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 Procuring Entity’s BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders’

representatives who choose to attend, at the time, on the date, and at the place specified in the EDS. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

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

## 9. Short Listing of Consultants

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

- 9.2. **The BAC of the Procuring Entity shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the EDS.**
- 9.3. **Short listed consultants shall be invited to participate in the bidding for this project through a Letter of Invitation to Bid issued by the BAC of the Procuring Entity.**
- 9.4. **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 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 Implementing Rules and Regulations of Republic Act 9184.**

# *Section III. Eligibility Data Sheet*

## **Eligibility Data Sheet**

<b>Eligibility Documents</b>	
1.2	Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists
1.3	No further instructions.
(i)	No additional Requirements
(iv)	The statement of all ongoing and completed government and private contracts shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of eligibility documents.
(iv.7)	State acceptable proof of satisfactory completion of completed contracts.
4.2	Each prospective bidder shall submit one (1) original and two (2) copies of its eligibility documents.
4.3(c)	<i>Regional Director Francisco B. Jucar, Jr. – Chairperson, BAC</i> Technical Education and Skills Development Authority TESDA Complex East Service Road, South Luzon Expressway, Taguig City, Metro Manila
4.3(d)	Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists
5	The address for submission of eligibility documents is 2 <sup>nd</sup> Floor, CSA Conference Room, TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila.  The deadline for submission of eligibility documents is <i>17 March 2016 at 2:00 pm.</i>
8.1	The place of opening of eligibility documents is 2 <sup>nd</sup> Floor, CSA Conference Room, TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila.  The date and time of opening of eligibility documents is <i>17 March 2016 at 2:15 pm.</i>
9.1	Similar contracts shall refer to Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists.
9.2	The numerical weights for each criterion is as follows: (a) Quality of personnel to be assigned to the Project – 35% (b) Experience and capability of the CONSULTANT – 40% (c) Plan of approach and methodology – 25 % 100% (x 85%)  The minimum St required to pass is 70%.

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# PART II

# ***Section I. Notice of Eligibility and Short Listing***

Date: \_\_\_\_\_

*[Name and Address of Short Listed Consultant]*

Dear \_\_\_\_\_:

The Technical Education and Skills Development Authority (hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from the Government of the Republic of the Philippines through General Appropriations Act for FY 2016 (hereinafter called the "Funding Source") toward the cost of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists.

The Procuring Entity intends to apply a portion of the funds in the amount of One Million Two Hundred Seven Thousand Two Hundred Fifty Pesos (Php1,207,250.00) to eligible payments under the contract for Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists for which the Bidding Documents is issued.

The Procuring Entity now invites bids to provide the Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists. More details on the services are provided in the Terms of Reference (TOR) for the project.

The Consultant shall be selected and employed in accordance with Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedures as described in the Bidding Documents.

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

[Insert list of short listed consultants]

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

The Bidding Documents shall be available at the BAC Secretariat, 3<sup>rd</sup> Floor, Procurement Division, TESDA Administration Building, East Service Road, South Luzon Expressway, Taguig City during 8:00 a.m. to 5:00 p.m. on **04 March 2016** until **2:00 P.M.** of **13 April 2016** upon payment of a nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00).

The TESDA will hold a Pre-Bid Conference on **31 March 2016** at 2:00 pm at CSA Conference Room, 2<sup>nd</sup> Floor, TESDA Administration Building, Taguig City, which shall be open only to all interested parties who have purchased the Bidding Documents.

Very truly yours,

**FRANCISCO B. JUCAR, JR.**  
BAC Chairperson





# **Bidding Documents**

**Republic of the Philippines**

## **Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists**

# *Section II. Instructions to Bidders*

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## A. General

### 2. Introduction

- 2.1. The Procuring Entity named in the Bid Data Sheet (BDS) shall select an individual, sole proprietorship, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the BDS.
- 2.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the BDS (hereinafter called the "Funding Source") toward the cost of the Project named in the BDS. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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 8.
- 2.6. 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.
- 2.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, or coercive practices issued by the Funding Source or the Procuring Entity in accordance with ITB Clause 4.1.

### 3. Conflict of Interest

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

**Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:**

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment;**
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or**
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subcontractors) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.**

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

- (a) If the Consultant is an individual or sole proprietorship, then to himself;**
- (b) If the Consultant is a partnership, then to all its officers and members;**
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders; or**

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

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

- 3.3. **Subject to the provisions of ITB Clause 3, 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.**
- 3.4. **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.**
- 3.5. **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.**
- 3.6. **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.**

#### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

- 4.1. **The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:**
  - (a) **defines, for purposes of this provision, the terms set forth below as follows:**
    - (i) **“corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GOP, into any contract or transaction manifestly and grossly disadvantageous to the**

same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (ii) **“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.**
  - (iii) **“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.**
  - (iv) **“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;**
- (b) **will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.**

4.2. **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 4.1(a).**

4.3. **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.**

## **5. Consultant’s Responsibilities**

5.1. **The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in ITB Clause 11.2(c).**

5.2. **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 9.3.**
- (e) **Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;**
- (f) **Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;**
- (g) **Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;**
- (h) **Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;**
- (i) **Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and**
- (j) **Complying with existing labor laws and standards, if applicable.**

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

5.3. **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.**

5.4. **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.**

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- 5.5. 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.
- 5.6. 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.
- 5.7. Consultants should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## **6. 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.

## **7. Subcontracts**

- 7.1. 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.
- 7.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 7.3. The Consultant may identify the subcontractor to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subcontractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **8. Pre-Bid Conference**

- 8.1. 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.
- 8.2. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-

attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

- 8.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

## **9. Clarifications and Amendments to Bidding Documents**

- 9.1. Consultants who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 9.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 9.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Consultants who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 21.

### **C. Preparation of Bids**

## **10. Language of Bids**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Consultant and the Procuring Entity, shall be written in English. 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.

## **11. Documents Comprising the Bid: Technical Proposal**

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

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.**
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the BDS shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.**
- (c) Proposed professional staff must, at a minimum, have the experience indicated in the BDS, preferably working under conditions similar to those prevailing in the Republic of the Philippines.**
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.**

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

- (a) Bid security as prescribed in ITB Clause 16. If the Procuring Entity requires the bidders to submit the bid security in the form of:
  - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or**
  - (ii) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.****
- (b) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subcontractor, if any, following the formats described in Section VI. Terms of Reference:
  - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subcontractor on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of****

individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subcontractors, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR.
- (iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
- (iv) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (v) An organization chart indicating relationships amongst the Consultant and any partner and/or subcontractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.
- (vi) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- (vii) A list of facilities requested by the Consultant to be provided by the Procuring Entity in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

- (viii) **The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.**
- (ix) **Only one CV for each consultant involved in the Project may be submitted for each position.**
- (x) **The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:**
  - (x.1) **is proposed for a domestic position but is not a Filipino citizen;**
  - (x.2) **failed to state nationality on the CV; or**
  - (x.3) **the CV is not signed in accordance with paragraph (x) above.**
- (c) **Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.**

## **12. Documents Comprising the Bid: Financial Proposal**

- 12.1. **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.**
- 12.2. **The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.**
- 12.3. **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.

- 12.4. 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.
- 12.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The BDS details the taxes payable.
- 12.6. 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 subcontractors, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 12.7. 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.

### **13. Alternative Bids**

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

### **14. Bid Currencies**

- 14.1. 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.
- 14.2. If so allowed in accordance with ITB Clause 14.1, 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.
- 14.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

### **15. Bid Validity**

- 15.1. 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.

- 15.2. 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 16 should also be extended corresponding to, at least, the extension of the bid validity period. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

## 16. Bid Security

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

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
d) Any combination of items (a) to (c) above.	Proportionate to share of form with respect to total amount of security
e) Bid Securing Declaration	No percentage required.

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

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 31.2, from receipt of the Notice of Award, and committing to pay the corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in

**the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.**

- 16.2. 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.**
- 16.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 16.2.**
- 16.4. 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 16.2.**
- 16.5. The bid security may be forfeited:**
  - (a) if a Consultant:**
    - (i) withdraws its bid during the period of bid validity specified in ITB Clause 16.2;**
    - (ii) does not accept the correction of errors pursuant to ITB Clause 12.7;**
    - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 28.2; or**
    - (iv) any other reason stated in the BDS.**
  - (b) if the successful Consultant:**
    - (i) fails to sign the contract in accordance with ITB Clause 31;**
    - (ii) fails to furnish performance security in accordance with ITB Clause 32; or**
    - (iii) any other reason stated in the BDS.**

## **17. Format and Signing of Bids**

- 17.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the ITB Clause 19 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.

- 17.2. Forms as mentioned in ITB Clause 17.1 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.
- 17.3. The Consultant shall prepare an original of the first and second envelopes as described in ITB Clauses 11 and 12. 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.
- 17.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Consultant.
- 17.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **18. Sealing and Marking of Bids**

- 18.1. Unless otherwise indicated in the BDS, Consultants shall enclose their original technical proposal described in ITB Clause 11, 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".
- 18.2. 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.
- 18.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 18.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity's BAC identified in ITB Clause 9.1;
  - (d) bear the specific identification of this bidding process indicated in the Request for Expression of Interest; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

#### **D. Submission of Bids**

##### **19. 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.

##### **20. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 19, shall be declared “Late” and shall not be accepted by the Procuring Entity.

##### **21. Modification and Withdrawal of Bids**

- 21.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 21.2. 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.
- 21.3. Bids requested to be withdrawn in accordance with ITB Clause 21.1 shall be returned unopened to the Consultants. A Consultant may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 21.4. 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 16.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.**

## **E. Evaluation and Comparison of Bids**

### **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 issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 23.**
- 22.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.**

### **23. Clarification of Bids**

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

### **24. Bid Evaluation**

- 24.1. For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.**
- 24.2. For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.**
- 24.3. The entire evaluation process, including the submission of the results thereof to the Head of the Procuring Entity for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.**

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

## **25. Opening and Evaluation of Technical Proposals**

- 25.1. The Procuring Entity shall conduct a detailed evaluation of bids following the procedures specified in the BDS depending on the evaluation procedure identified in the Request for Expression of Interest and ITB Clause 1.1.
- 25.2. The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under ITB Clause 11 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
  - (b) Experience and capability of the CONSULTANT which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the CONSULTANT to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
  - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3. The BAC shall assign numerical weights 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 19;
  - (b) failure to submit any of the technical requirements provided under this ITB and TOR;

- (c) the Consultant that submitted a Bid or any of its partner and/or subcontractor belongs to one of the conflict of interest cases as described in ITB Clauses (a) to (b) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

## **26. Opening and Evaluation of Financial Proposals**

- 26.1. Financial Proposals shall be opened on the date indicated in the BDS.
- 26.2. The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in ITB Clause 2.1 using the corresponding procedure provided in the BDS.

## **27. Negotiations**

- 27.1. Negotiations 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 other than for reasons of death or illness unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid

without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 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 Procuring Entity shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 11 and 12.
- 28.2. Within a non-extendible period of three (3) calendar days from receipt by the Consultant of the notice from the BAC that it is the HRB, the Consultant shall submit the following documentary requirements:
- (a) Latest income and business tax returns in the form specified in the BDS;
  - (b) Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening; and

- (c) **Other appropriate licenses and permits required by law and stated in the BDS.**

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

- 28.3. **The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to ITB Clauses 11 and 12, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.**
- 28.4. **If the BAC determines that the Consultant with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the Highest Rated and Responsive Bid (HRRB), and recommend to the Head of the Procuring Entity the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.**
- 28.5. **A negative determination shall result in rejection of the Consultant's bid, in which event the Procuring Entity shall proceed to the next HRB to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next HRB, and so on until the HRRB is determined for contract award.**
- 28.6. **Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.**

## **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 head of the procuring entity;**
    - (ii) **If the project is no longer necessary as determined by the Head of the Procuring Entity; and**
    - (iii) **If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.**

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 fail post-qualification; or**
- (d) **The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made.**

## **F. Award of Contract**

### **30. Contract Award**

30.1. **Subject to ITB Clause 28, the Procuring Entity 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 received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.**
- 30.3. **Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:**
- (a) **Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Consultant of the notice from the BAC that the Consultant has the HRRB;**
  - (b) **Posting of the performance security in accordance with ITB Clause 32;**
  - (c) **Signing of the contract as provided in ITB Clause 31; and**
  - (d) **Approval by higher authority, if required.**

### **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:**
- (a) **Contract Agreement;**
  - (b) **Bidding Documents;**
  - (c) **Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;**
  - (d) **Performance Security;**
  - (e) **Notice of Award of Contract; and**

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

**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 procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:**

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

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

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### **33. Notice to Proceed**

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

# *Section III. Bid Data Sheet*

## **Bid Data Sheet**

<b>ITB Clause</b>	
2.1	<p>The Procuring Entity is Technical Education and Skills Development Authority.</p> <p>The evaluation procedure is Quality Cost Based Evaluation/Selection (QCBE/QCBS)</p> <p><i>QCBE/QCBS – Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected except in the case of WB, no ABC or cost estimate is included in the Bidding Documents except for an estimate of the staff months required to complete the Project.</i></p>
2.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the General Appropriations Act for CY 2016.</p> <p>The name of the project is Procurement of Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists.</p>
2.3	Consulting Services for Training Tools/Equipment Specifications and Procurement Specialists.
2.4	The Project shall not be phased.
6	No further instructions.
7.1	Subcontracting is not allowed.
7.2	Not applicable.
8	The Procuring Entity will hold a pre-bid conference for this Project on <b>31 March 2016 at 2:00 pm</b> at 2 <sup>nd</sup> Floor, CSA Conference Room, TESDA Complex, East Service Road, South Luzon Expressway, Taguig City,

	Metro Manila.
9.1	The Procuring Entity's address is:  <b>Technical Education and Skills Development Authority TESDA Complex East Service Road, South Luzon Expressway, Taguig City, Metro Manila</b>
11.1(b)	Not applicable
11.1(c)	The minimum required experience of proposed professional staff is as follows: <ul style="list-style-type: none"> <li>• Must have working knowledge of integrated commodity management approaches;</li> <li>• Must have a necessary experience for the last five (5) years in tools and equipment procurement and specifications writing;</li> <li>• Should have undertaken at least two (2) projects which are similar in nature and bulk in terms of budgetary requirements;</li> <li>• Must have no existing business relation or interest with any of the employees of TESDA;</li> <li>• Must be registered with and authorized by the Securities and Exchange Commission (SEC) to engage in Consulting Services;</li> <li>• Must have no existing business relation or interest with any of the pre-qualified bidders in this project;</li> <li>• Must meet all the requirements set forth by the law specifically R.A. 9184 and its implementing rules and regulations.</li> </ul>
12.5	Taxes:  12% - Value Added Tax (VAT) Included in the Contract Price  5% - Value Added Tax (VAT)  2% - Expanded Withholding Tax (EWT)
12.7	The ABC is <b>One Million Two Hundred Seven Thousand Two Hundred Fifty Pesos (Php1,207,250.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
14.1	The bid prices shall be quoted in Philippine Pesos.

14.3	No further instructions.
15.1	Bids will be valid until 120 calendar days from the date of bid opening.
16.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> <li>1. <b>2% of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. <b>5% of ABC</b>, if bid security is in Surety Bond;</li> <li>3. Bid Securing Declaration pursuant to GPPB Circular No. 01-2014 issued on 23 May 2014; or</li> <li>4. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</li> </ol>
16.2	The bid security shall be valid until 120 calendar days from the date of bid opening.
16.5(a)(iv)	<ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.</li> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. Failure of the potential joint venture partners to enter into the joint</li> </ol>

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