Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A

BAGONG PILIPINAS

APPROVED FOR POSTING
KARIL[illegible] SUMANER
ADMINISTRATIVE OFFICER IV - CHIEF

REQUEST FOR EXPRESSION OF INTEREST (REI)

1. The **Department of Public Works and Highways (DPWH), Batangas 1st District Engineering Office** through GOP invites eligible Consultants to submit Eligibility Documents for the following contract:

1. Contract ID No.	:	**24CSDB01**
Name of Contract	:	**Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects**
Contract Location	:	**Batangas 1st LD**
Brief Description	:	**Consultancy Services for Geotechnical Investigations of various DPWH Projects**
Approved Budget for the Contract	:	**Php 1,534,162.50**
Source of Funds	:	**SR2024-02-009529**
Contract Duration	:	**30 calendar days**

Bids received in excess of the ABC shall be automatically rejected at the opening of the Financial Proposals.

2. The Department of Public Works and Highways (DPWH), Batangas 1st District Engineering Office now calls for the submission of eligibility documents for:

Project:	:	**Consultancy Services for the Conduct of Preliminary Engineering/ Detailed Engineering (PE/DE) of various DPWH Projects**
Objective:	:	To determine the soil bearing capacity of the propose projects

Prospective Bidders must submit their Eligibility Documents on or before **10:00 AM** on **April 12, 2024** at **DPWH Batangas 1st DEO, Brgy. Lanatan, Balayan, Batangas.** Application for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

The Terms of Reference (TOR), Request for Expression of Interest (REI) and Eligibility Forms are now downloadable at Philgeps and DPWH Website or maybe obtain at DPWH Batangas 1st DEO through BAC Secretariat.

3. The BAC shall draw up the short list of eligible bidders from those who have submitted Expressions of Interest and Eligibility Documents and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA) No. 9184, otherwise known as the "Government Procurement Reform Act" and its 2016 Revised Implementing Rules and Regulations (IRR).

The short list shall consist of **three (3)** eligible bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

Applicable Experience	-	50 pts.
Qualification of Personnel	-	20 pts.
Job Capacity	-	30 pts.
Total	-	**100 pts.**

Website: https://www.dpwh.gov.ph
Tel. No.: +43 703 0004

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4. Shortlisted Bidders may download Bidding Documents at Philgeps and DPWH Website or maybe obtain at DPWH Batangas 1st DEO through BAC Secretariat until the deadline for the submission and receipt of technical and financial proposals.

5. A Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 Revised IRR of RA 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and patnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

6. The Procuring Entity shall evaluate bids using the **Quality Based Evaluation/Selection (QBE/QBS)** procedure. The minimum passing score for the evaluation of the Technical Proposal is eighty (80%). Only the financial Proposal of the bidder with the Highest Rated Bid (HRB) shall be evaluated and negotiated upon. The criteria and rating system for the evaluation of bids are provided in the Instruction to Bidders (ITB).

7. The **Department of Public Works and Highways (DPWH), Batangas 1st District Engineering Office** 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 bidder or bidders.

8. For further information, please refer to:

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   Head BAC Secretariat
   DPWH Batangas 1st DEO
   (043) 703-0004
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   ABELARDO D. CALALO
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DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1ST DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas

Approved by:

ABELARDO D. CALALO
BAC Chairperson

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Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A

BAGONG PILIPINAS

Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects

Application for Eligibility and Shortlisting

April 2024

Website: https://www.dpwh.gov.ph
Tel. No.: +43 703 0004

CERTIFICATION INTERNATIONAL
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Eligibility Documents (EDs)

1. Eligibility Criteria

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

(a) Duly licensed Filipino citizen/sole proprietorships;

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

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

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

(e) Persons/entities forming themselves into a JV, *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**.

In accordance with DPWH Department Order No. 195 series of 1992, pursuant to the provisions of R.A. 544, procurement and employment of corporations as consultants for the practice of civil engineering under locally-funded project is not allowed. For Feasibility Studies and Non-Civil Engineering Services involving multi-disciplinary services, corporations, partnerships, and sole proprietorship shall be allowed, but licensing requirements on regulated professions shall be applied.

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

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

2. Eligibility Requirements

2.1. If a consultant intends to participate in the bidding for this contract in response to the Procuring Entity's **Request for Expression of Interest (REI)**, the consultant must submit its **Expression of Interest (EOI)**, using **Form DPWH CONSL-05**, together with the following required **Eligibility Documents** on or before the date of the Eligibility Check specified in the **REI** and Clause 5 of these **EDs,** for purposes of determining eligibility of prospective bidders:

(a) Class "A" Documents –

Legal Documents

(i) Registration certificate from Securities and Exchange Commission (SEC) in the case of a Partnership or Corporation, Department of Trade and Industry (DTI) in the case of a sole proprietorship, or Cooperative Development Authority (CDA) in the case of a cooperative, or any proof of such registration as stated in the **EDS**;

(ii) Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

For an individual consultant participating in the exercise of a profession and not under a sole proprietorship, a BIR Certificate of Registration shall be submitted, in lieu of the DTI registration and the Mayor's Business Permit.

(iii) Tax Clearance per Executive Order (EO) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (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 consultant shall use **Form DPWH-CONSL-06(TPF2A)** and **Form DPWH-CONSL-07(TPF2B)** for this purpose. 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) and description of specific services it provided;

(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 of these **EDs**.

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.

To facilitate determination of eligibility, however, the BAC of a Procuring Entity shall use the contents of the PhilGEPS electronic registry of consultants, in accordance with Section 8.5.2. However, foreign consultants participating in the procurement by a Philippine Foreign Service or Post shall be allowed to submit their eligibility documents under Section 24.1, in lieu of the PhilGEPS Certificate of Registration required in Section 8.5.2; provided that the winning bidder should register with the PhilGEPS in accordance with Section 37.1.4 **(IRR Section 24.4.3).**

All bidders shall maintain a current and updated file of their Class "A" Documents, and shall submit the PhilGEPS Certificate of Registration and Membership to the Procuring Entity, in lieu of the said Documents. For foreign bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct **(IRR Section 8.5.2)**.

(b) Class "B" Documents -

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

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

2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, sub-consultants 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 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.

2.6. The prospective bidders shall be guided by the Checklist of Required Eligibility Documents in **Form DPWH-CONSL-05**.

2.7. If, as indicated in the **EDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the registry with the PhilGEPS:

(a) To facilitate determination of eligibility and subject to the Government Official Merchants (OMR) guidelines, a Procuring Entity may use the registry system of the PhilGEPS that allows submission and/or recording/ entry of eligibility requirements simultaneously with registration, as mentioned in Clause 2.1(a) above.

(b) Only a Certified Member with the appropriate classification can avail of the PhilGEPS advance eligibility submission by uploading their electronic documents to the PhilGEPS document library, which can be accessed for current or future procurements.

(c) Submission of eligibility requirements to the PhilGEPS document library is not tantamount to a finding of eligibility.

3. Format and Signing of Eligibility Documents

3.1. Prospective bidders shall submit their Eligibility Documents, together with its EOI, through their duly authorized representative on or before the deadline specified in Clause 5.

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

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

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

4. Sealing and Marking of Eligibility Documents

4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy 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 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. Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

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

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 5 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

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

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

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

8. Opening and Preliminary Examination of Eligibility Documents

8.1. The Procuring Entity's BAC shall 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. A prospective bidder determined as "ineligible" has seven (7) calendar days upon written notice or, if present at the time of the opening of eligibility documents, upon verbal notification, within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the prospective bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed prospective bidder signifies his intent to file a request for reconsideration, in the case of a prospective bidder who is declared ineligible, the BAC shall hold the eligibility documents until such time that the request for reconsideration or protest has been resolved.

8.4. 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.

8.5. 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. Shortlisting 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 number of consultants to comprise the short list shall be specified in the **EDS**.

9.3. The BAC of the Procuring Entity shall draw up the short list of prospective bidders from those declared eligible using the following set of criteria and rating system pursuant to the provisions of DPWH DO 05, series of 2021:

Revised Criteria for Shortlisting (DPWH DO 05, series of 2021)

Criteria for Shortlisting	
Criteria	
I. Experience of the Firm	Maximum Points
The score for this criterion shall be based on the Single Largest Completed Similar Consulting Services Contract (SLCSCSC) of the bidder of SLCSCSC of any permanent technical personnel of the bidder, local or overseas, similar (Similar and Infrastructure) to the services to be procured:	50
$Score\ I = [(0.80CF1 + 0.20CF2)]50$ where: **CF1** - Cost Factor 1 is the ratio of the bidder's SLCSCSC (undertaken only by the bidder) relative to the Approved/Estimated Budget for the Contract (A/EBC) - $\frac{Costslcscsc}{Cost_{a/ebc}}$ **CF2** - Cost Factor 2 is the ratio of the bidder's SLCSCSC (undertaken only by the bidder) relative to the Highest Contract Cost of Similar Services undertaken by the Implementing Unit - $\frac{Costslcscsc}{Cost_{iu}}$ **$Costs_{lcscsc}$** - Single Largest Completed Similar Consulting Services Contract (SLCSCSC) of the bidder or SLCCSC of any permanent technical personnel of the bidder similar (Services and Infrastructure) to the services to be procured. **$Cost_{iu}$** - Largest Contract Cost of similar consulting services including awarded but not yet started, procured by the Implementing Unit (IU). Also known as the experience of IU. **$Cost_{a/ebc}$** - Approved/Estimated Budget for the Contract of the Consulting Service being procured.	
II. Availability of Required Personnel of the Firm	20
The score in this criterion shall be equivalent to the number of **Permanent Technical Personnel** of the bidders in comparison to the required Technical Personnel of the Terms of Reference (TOR), using the following criterion:	
$Score\ II = [0.60 + PF * 0.40]20$ Where: **PF** - Personnel Factor, Ratio of Number of Permanent Technical Personnel to the Number of Required personnel of the TOR - $\frac{Np}{Nt}$ **N_P** - Number of Permanent Technical Personnel of the bidders **N_T** - Number of required Technical Personnel as indicated in the TOR	
III. Workload	30
The score in this criterion shall be based on the present workload of the bidder. In case of associate, whether in the form of Joint Venture (JV) or Sub-consulting, the total workload shall be the sum of the present workload of each firm comprising the associate:	

No. of On-Going Contracts, Government and Private	Rating
None	100%
1-5	90%
6-10	80%
>10	70%

Score III = (%Rating) 30

Total Score	= **Score I + Score II + Score III**	100
Passing Score	= **80 points**	

9.4. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).

In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 9.2 to 9.5 below.

Table 9.2 Completed Similar Projects to be Considered in Shortlisting

Project in Consulting Services to be Procured	Completed Similar Projects to be Considered in Shortlisting
Road	Highway, Expressway Road Section, Airport Runway/Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Sluiceway, Drainage System (Canals, Culverts, Pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

Table 9.3 Completed Similar Services to be Considered in Shortlisting

Services to be Procured	Completed Similar Services to be Considered in Shortlisting
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

Table 9.4 Completed Related Services to be Considered in Shortlisting

Services to be Procured	Completed Related Services to be Considered in Shortlisting
Feasibility Study (FS)	DED, Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

Table 9.5 Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 9.1

Case	Conditions	Weight
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%

Case	Conditions	Weight
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

9.5. Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).

"Years of related services" shall be converted to "equivalent years of similar services" using the multipliers in Table 7 below, and added to the actual years of similar services, provided that the personnel meets at least 50% of the minimum number of years of similar services in 2.2a.The Total Rating for Experience should not exceed 30 points.

Table 9.5 Multipliers to Convert "Related" to "Equivalent Similar" Years of Services of Key Personnel

Position	Similar Position - 100%	Highly Related Position - 75%	Moderately Related Position - 50%	Slightly Related Position - 25%
P1.Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S, and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position
S - Type of consulting services (e.g., FS, DED, CS)
I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the eligibility of the bidders, the BAC shall assign weights to the key personnel required which reflect the relative importance of their responsibilities and inputs in the contract being procured. The weights shall be indicated in the **EDS**. This is illustrated in the following *example*.

Table 9.6 Weights of Key Personnel - *Example*

Position	Number of Personnel	Weight per Personnel	Total Weight
Project Manager	*1*	*20%*	*20%*
Chief Highway Engineer	*1*	*10%*	*10%*

Position	Number of Personnel	Weight per Personnel	Total Weight
Structural Engineer	*2*	*8*	*16%*
Geotechnical Engineer	*1*	*5*	*5%*
Economist	*2*	*6*	*12%*
	... etc.	*... etc.*	*... etc.*
	15		*100%*

9.6. To qualify for short listing, the bidder's Total Rating must at least be equal to the required Minimum or Passing Rating of 80 points (i.e., Score of 80%), in accordance with DO 07, series of 2015.

9.7. In the case of consulting services other than FS/DED/CS (e.g., institutional development), the BAC shall adopt the schedule of rating points for Qualifications of Key Personnel of the Firm indicated in the **EDS**.

9.8. To be shortlisted, a bidder must obtain the Required Minimum or Passing Total Rating of 80% pursuant to the provisions of DPWH DO 05, series of 2021.

9.9. Shortlisted consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility issued by the BAC of the Procuring Entity.

9.10. Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted 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 IRR of RA 9184.

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A

BAGONG PILIPINAS

Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects

Eligibility Data Sheet

April 2024

Website: https://www.dpwh.gov.ph
Tel. No.: +43 703 0004

CERTIFICATION INTERNATIONAL
SOCOTEC
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Eligibility Data Sheet

Eligibility Documents	
1.2	PRELIMINARY DETAILED ENGINEERING. The Procurement and employment of Corporation(s) as Consultant(s) for this project is **NOT ALLOWED.**
1.3	No further instructions.
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii)(ii.7)	Certificate of Satisfactory Completion of the Service Rendered
2.7	Electronic Bidding will **NOT** be adopted in this Procurement.
4.2	Each prospective bidder shall submit **one (1)** original and **two (2)** copies of its Eligibility Documents.
4.3(c)	**ABELARDO D. CALALO** BAC Chairperson DPWH, Batangas 1st District Engineering Office Brgy. Lanatan, Balayan, Batangas (043) 703 0004
4.3(d)	**Contract ID No. 24CSDB01**: **Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects**
5	The address for submission of eligibility documents is: **Department of Public Works and Highways** **Batangas 1st District Engineering Office,** **Brgy. Lanatan, Balayan, Batangas** The deadline for submission of eligibility documents is on: **April 12, 2024 at 10:00 A.M.**
8.1	The place of opening of eligibility documents is: **Department of Public Works and Highways** **Batangas 1st District Engineering Office,** **Brgy. Lanatan, Balayan, Batangas** The date and time of opening of eligibility documents is on: **April 12, 2024 at 10:00 A.M.**
9.1	No further instructions.

9.2	The number of consultants that shall comprise the short list is **three (3).**
9.5	In the evaluation of the eligibility of the bidders, the following weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured:

Key Staff	Number of Personnel	Weight per Personnel	Total Weight
1. Senior Soils/Materials Engineer/ Team Leader	1	32.00	40%
2. Geotechnical Engineer	1	18.00	22.5%
3. Civil Engineer	1	16.00	20%
4. CADD Operator	1	8.00	10%
5. Secretary/ Encoder	1	6.00	7.50%
		TOTAL	**100%**

9.7	Not Applicable

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A

BAGONG PILIPINAS

24CSDB01

Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects

ELIGIBILITY SCREENING FORMS

April 2024

Website: https://www.dpwh.gov.ph
Tel. No.: +43 703 0004

CERTIFICATION INTERNATIONAL
SOCOTEC
ISO 9001

Department of Public Works and Highways

Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

DPWH Batangas 1st District Engineering Office
Brgy. Lanatan, Balayan, Batangas

Date: _____

CHECK LIST OF REQUIRED ELIGIBILITY DOCUMENTS

DOCUMENT	
Expression of Interest (EOI) and Application for Eligibility	
Class "A" Documents	
Legal Document	
PhilGEPS Certificate of Registration and Membership *[Note; This will cover four Class "A" Documents which the consultant must maintain with PhilGEPS: (i) Certificate from SEC/DTI/CDA, (ii) Mayor's/Business Permit, (iii) Tax Clearance, and (iv) Audited Financial Statements]*	
Registration Certificate from SEC, DTI for sole proprietorship, or CDA for cooperatives	
Mayor's Permit issued by the city of municipality where the principal place of business of the prospective bidder is located	
Tax Clearance	
Technical Documents	
Duly signed statement of all on-going government and private construction contracts, including contracts awarded but not yet started	
Duly signed statement of all government and private contracts completed in the last 10 years which are similar in nature	
Statement of the Consultant specifying its nationality and confirming that those who will actually perform the services are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions.	
Duly signed Curriculum Vitae on principals and key staff for consulting services involving regulated profession	
Financial Documents	
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 that two years from the date of bid submission	
Class "B" Document	
Joint Venture Agreement (JVA) or statement from all potential joint venture partners that they will enter into and abide by the provisions of the JVA in case the bid is successful.	

EXPRESSION OF INTEREST (EOI)

[Insert Letterhead of Bidder]

[Date]

[Name of Chairman of BAC]
[Designation]
[Name of DPWH Procuring Entity]
[Address]

Dear Sir / Madame:

In response to your Request for Expression of Interest (REOI) for the *[insert Project Name]* **which was** advertised/posted at the [Name of newspaper and/or websites of DPWH and PhilGEPS] on [insert date], we hereby submit this Expression of Interest (EOI) to participate in the said bidding.

We likewise submit the attached required Eligibility Documents for the Project.

If found eligible and subsequently shortlisted for the Project by your Bids and Awards Committee, we commit to submit a bid for the Project.

Very truly yours,

(Name of the Bidder's representative)
(Designation)
(Name of Bidder)

Received by the BAC Secretariat:

[Name and designation of receiving official]
Date:_____

EXPRESSION OF INTEREST AND ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Insert Letterhead of Bidder]

[Date]

[Name of Chairman of BAC]
[Designation]
[Name of DPWH Procuring Entity]
[Address]

Dear Sir / Madame:

In response to your Request for Expression of Interest (REOI) for the *[insert Project Name]* which was advertised/posted at the [Name of newspaper and/or websites of DPWH and PhilGEPS] on [insert date], we, [Name of Consultant], hereby express our interest to participate in the eligibility check and shortlisting for the Project, and submit the attached Eligibility Documents therefor.

In line with this submission, we certify that:

(a) *[Name of Consultant]* is not blacklisted or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, local government units, or autonomous regional government, including foreign government/ foreign or international financing institution; and

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

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

We further acknowledge that failure of our authorized representative to sign this Expression of Interest and Eligibility Documents Submission Form shall be a ground for our disqualification.

Very truly yours,

(Name of the Bidder's representative)
(Designation)
(Name of Bidder)

Department of Public Works and Highways

Name of Procuring Entity: DPWH Batangas 1st District Engineering Office
Address: Brgy. Lanatan, Balayan, Batangas
Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

TECHNICAL ASPECTS : EXPERIENCE ON ON-GOING PROJECTS, GOVERNMENT AND PRIVATE

NAME OF CONSULTANT:

AS OF :_____

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost *(Cost of Services only of your firm)*	Cost of A**	Project Duration		Consultants Role and Specific Services
							Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
									e.g., traffic sufrveys
									soil investigations

Attachments:
1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

Project Category:
1. Roads
2. Bridges/Viaducts
3. Flood Control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others - Pls indi

Type of Consulting Services
1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. Construction Supervision
5. Management and Related Services
6. Others - Pls indicate

A*
1. Geotechnical Investigation/Surveys
2. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
3. Preliminary Engineering Design (PED) if Soil Investigations are included therein
4. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
5. Feasibility Study (FS) if Soil Investigations are included therein
6. Detailed Engineering Design (DED) if Soil Investigations are included therein

Department of Public Works and Highways

Name of Procuring Entity: DPWH Batangas 1st District Engineering Office
Address: Brgy. Lanatan, Balayan, Batangas
Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

TECHNICAL ASPECTS : EXPERIENCE ON COMPLETED PROJECTS, GOVERNMENT AND PRIVATE

NAME OF CONSULTANT:

AS OF :_____

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost *(Cost of Services only of your firm)*	Cost of A**	Project Duration		Consultants Role and Specific Services
							Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
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Type of Consulting Services
1. Advisory and Review Services
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A*
1. Geotechnical Investigation/Surveys
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4. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
5. Feasibility Study (FS) if Soil Investigations are included therein
6. Detailed Engineering Design (DED) if Soil Investigations are included therein

DPWH-CONSL-26(TPF 6). CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____

5. Nationality: _____

6. Education: _____

School	Couse	Degree	Year Graduated	Dates Attended	
				From (mm/yy)	To (mm/yy)

7. Profession: _____

8. PRC Registration No.: _____

9. Membership in Professional Societies: _____

10. Length of Service with the Firm: _____

11. Current Position in the Firm: _____

12. Years of Experience: _____

13. Employment Record: *[Recent to Previous]*

Company / Agency	Position	Employment Status	From (mm/yy)	To (mm/yy)

14. Training: [Recent to Previous]

Training Course	From (mm/yy)	To (mm/yy)	Location

15. Experience: [Recent to Previous]

Name of Project:	
Project Cost:	
Project Cost of *A* *(for Project Manager/Team Leader ONLY)***	
Position:	
Types of Service:	
Duration of Assignment:	*Start to Completion [mm/yy]*
Client:	
Location:	
Detailed Task Assignment:	

Language:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

_____

Certification:

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

_____ Date: _____

[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

SUBSCRIBED AND SWORN to before me this *[Date]* at *[Place]* affiant having exhibited to me his Community Tax No. _____ issued on [Date] at [Place].

Doc. No _____;
Page No _____;
Book No _____;
Series _____

Department of Public Works and Highways

Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE or ASSOCIATION AGREEMENT exclusively for this Project, is entered into By and Between _____, of legal age, ____(civil status)____ , (name of owner/proprietor/partner) of _____ and a resident of _____ (OR name of consulting proprietorship/ partnership, Address, Authorized Representative under a Resolution No. (to be attached)

And

_____, of legal age, ____(civil status)____, owner/ proprietor of _____ a resident of _____ (or name of Consulting Firm, Address, Authorized Representative under a Board Resolution No. (to be attached)

That the Parties agree to join together their resources, equipment, and what is need to facilitate the Joint Venture or Association to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the ___(Name of the Procuring Entity)_____

NAME OF PROJECT

That the share and nationality of each party in this agreement is as follows:

	Nationality	Share
Consultant A	_____	_____
Consultant B	_____	_____

That the Parties agree that _____ and/or _____shall be the official Authorized Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture or Association in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture or Association Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____ in the year of our Lord _____.

Authorized Representative

Firm A

Authorized Representative

Firm B

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A

BAGONG PILIPINAS

24CSDB01

Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects

Batangas 1st LD

April 2024

Website: https://www.dpwh.gov.ph
Tel. No.: +43 703 0004

CERTIFICATION INTERNATIONAL
ISO 9001
SOCOTEC

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Section I
Instructions to Bidders (ITB)

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INSTRUCTIONS TO BIDDERS

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 shortlisted, in accordance with the evaluation procedure specified in the **BDS**.

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

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

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

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

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

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

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 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.

2.2. Consultants shall not be related to the Head of Procuring Entity (HoPE), members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the Implementing Unit (IU) 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, then 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, and Coercive 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 Part II, **Section VI. Bidding Forms** as required in **ITB Clause 10.2(d).**

4.2 The Consultant is responsible for the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 Consultants should note that the Procuring Entity will only accept bids only from those that have paid 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. Sub-Contracts

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 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 20.

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. Any Technical Proposal containing financial information shall be declared non-responsive.

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

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

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

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

(a) Technical Proposal Submission Form, as the cover letter of the Technical Proposal, using **Form DPWH-CONSL-21(TPF1).**

(b) Bid Security as prescribed in **ITB** Clause 15. Use **Form DPWH-CONSL-22** if a Bid Securing Declaration is chosen as Bid Security.

(c) Consultant's References, using **Form DPWH-CONSL-06(TPF2A)** for Experience on Completed Projects and using **Form DPWH-CONSL-07(TPF2B)** for Experience on On-going Projects.

(d) Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be provided by the Procuring Entity, using **Form DPWH-CONSL-23(TPF3).**

(e) Description of the Approach, Methodology and Work Plan for Performing the Project, in accordance with the **TOR**, using **Form DPWH-CONSL-24(TPF4)**.

(f) Organizational Chart, Team Composition and Tasks for the Project, using **Form DPWH-CONSL-25(TPF5)**. The organization chart shall indicate the relationships among the Consultant and any partner and/or sub-contractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.

(g) Curriculum Vitae (CV) of Proposed Professional Staff, using **Form DPWH-CONSL-26(TPF6)**.

(h) Time Schedule for Professional Personnel, using **Form DPWH-CONSL-27(TPF7)**. This shall clearly indicate 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.

(i) Activity (Work) Schedule, using **Form DPWH-CONSL-28(TPF8)**. The schedule shall show the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the **TOR**.

(j) An Omnibus Sworn Statement by the prospective bidder or its duly authorized representative, using **Form DPWH-CONSL-29**, as to the following:

(1) It is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations, or local government units (LGUs), foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB.

(2) 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.

(3) It is authorizing the HoPE or his duly authorized representatives to verify all the documents submitted.

(4) The signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, or duly notarized Special Power of Attorney in case of sole proprietorship, partnership or joint venture.

(5) It complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019.

(6) It complies with the responsibilities of a prospective or eligible bidder provided in the Request for Proposals (**RFP**).

(7) It complies with existing labor laws and standards (**IRR Section 25.2.c**).

(8) It did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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.

11.2 The Financial Proposal requires completion of five (5) forms. **Form DPWH-CONSL-30(FPF1)** - Financial Proposal Submission Form should be the cover letter of the Financial Proposal. The proposed costs are presented in **Forms DPWH-CONSL-31(FPF2)** - Summary of Costs, **DPWH-CONSL-32(FPF3)** - Breakdown of Price for the Project, **DPWH-CONSL-33(FPF4)** - Breakdown of Remuneration for the Project, and **DPWH-CONSL-34(FPF5)** - Reimbursables per Activity.

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

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

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

11.6 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subcontractors, 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 mistakes, 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, 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.

15. Bid Security

15.1 The Consultant shall submit a Bid Securing Declaration or any other 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 15.1 Forms and Minimum Amounts of Bid Security

Form of Bid Security	Minimum Amount of Bid Security (Not Less than Percentage of ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

Form of Bid Security	Minimum Amount of Bid Security (Not Less than Percentage of ABC)
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%)

A Bid Securing Declaration (**Form DPWH-CONSL-22**) is an undertaking which states, among other things, that the bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security 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 activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (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 0.

15.4. Upon signing and execution of the contract pursuant to ITB Clause E(a), and the posting of the performance security pursuant to ITB Clause 35, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 0.

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 0;

(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 E(a);

(ii) fails to furnish performance security in accordance with ITB Clause 35; 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 **Part II, Section VI. 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 The Technical Proposal Submission Form and the Financial Proposal Submission Form 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 copy and the number of copies 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.

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 identified in **ITB** Clause 8.1;

(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 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 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.

21. Receipt of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the submission and receipt of bids:

(a) On-line Bidders may submit their eligibility requirements to the Procuring Entity through the e-bidding facility of PhilGEPS.

(b) Joint Ventures

(1) In case of joint venture, each partner of the joint venture must: (i) be registered in the PhilGEPS, (ii) secure Certified Membership Status, and (iii) electronically send its respective eligibility documents.

(2) The joint venture partners must identify and designate the Primary and Secondary Partner(s).

(3) Before the PhilGEPS will accept submissions of Technical and Financial Proposals from the Primary Partner, there must be a confirmation from the Secondary Partner(s) as to existence of, or agreement to enter into, a joint venture.

(4) Upon Confirmation, the Primary Partner shall be required by the PhilGEPS to upload the Joint Venture Agreement or a duly notarized statement.

(c) With regard to the requirement for a Bid Security as part of the Technical Proposal under Clause 15 above, the following guidelines shall be observed:

(1) On-line bidders may submit the Bid Security in cash through the PhilGEPS electronic payment facility.

(2) In case of other forms of Bid Security, the on-line bidder shall prepare and submit a scanned copy of the Bid Security together with the electronic bid. However, the original Bid Security must be submitted to the BAC concerned before the end of business hours on the day of bid submission, a failure of which shall automatically render the bid submission as non-compliant.

(3) If the on-line bidder sends the original Bid security through registered mail or private courier, the indicated date of receipt by the postal service or private courier shall be considered as the date of submission to the BAC concerned, without prejudice to any verifications during post-qualification.

(d) On-line Bidders, or the Primary Partner in the case of Joint Ventures, shall electronically submit their bids through the Bidder's On-line Nominee, at any time before the closing date and time specified in the **BDs**.

(e) The actual time of bid submission of an On-line Bidder shall be the time indicated on the PhilGEPS Server when the bidder clicks the "Submit" button which shall be automatically recorded by the PhilGEPS. Upon receipt of a bid, the PhilGEPS shall automatically generate a bid receipt page that can be printed by the on-line bidder. This contains the recorded "submission time" which shall be considered as the Official Submission Time of the bidder.

(f) An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids.

(a) An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.

(h) The PhilGEPS shall bar all incoming bids after the closing date and time.

E. Opening and Preliminary Examination of Bids

22. Normal Procedure

22.1 Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted 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.

22.2 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 of bids on the next working day or at the soonest possible time through the issuance of a notice through bid bulletin to be posted in the DPWH and PhilGEPS websites.

22.3 The following steps shall be undertaken in the receipt, opening and preliminary examination of bids:

(a) Shortlisted consultants shall submit their bids through their respective authorized managing officers or representatives **(IRR Section 25.1)** in two separate sealed bid envelopes.

(b) The BAC shall immediately convene on the Bid Submission /Opening Date. The presence of the majority of the BAC members shall constitute a quorum, provided that the chairperson or the vice chairperson is present.

(c) The BAC shall then proceed with the opening and preliminary examination of bids in public, following the same procedure as the eligibility check. For each bid, the BAC shall open the Technical Envelopes of shortlisted consultants to determine each one's compliance with the required documents for the Technical Proposal component of the bid. The BAC shall

check the submitted documents of each bidder against a checklist of required documents – using **Form DPWH-CONSL-35** - to ascertain if they are all present in the Technical Proposal envelope, using non-discretionary "pass/fail" criteria **(IRR Section 30.1)**. The opening of bids must be done in public, following the same procedure as the eligibility check. Normally, the opening of the technical envelope starts about thirty (30) minutes after the deadline for the submission and receipt of bids.

The order of opening of documents is as follows:

(1) Letters of shortlisted consultants that decide not to participate.

(2) Letters of shortlisted consultants that decide to withdraw the bids that they have submitted earlier than the deadline.

(3) Letters of short listed consultants that decide to modify their bids that they have submitted earlier than the deadline, followed by the opening of their technical envelopes.

(4) Technical Proposal envelopes of shortlisted consultants that have submitted bids on the deadline itself.

(d) In case one or more of the required documents is missing, incomplete, or patently insufficient, it must rate the bid concerned as "failed." Otherwise, it shall rate the said first bid envelope as "passed". For a document to be deemed "complete" and "sufficient", it must be complete on its face, that is, contain all the information required, and must comply with the requirements set out in the Bidding Documents. An example of an insufficient submission is a Bid Security in an amount below the requirement. A document that is not signed and/or not notarized shall be considered a patently insufficient submission.

(e) All members of the BAC, or their duly authorized representatives, who are present during bids opening, shall initial every page of the original copies of all bids received and opened **(IRR Section 29)**.

(f) All technical envelopes must be resealed. Those rated "passed" will be secured in preparation for the detailed technical evaluation (which normally starts the following day). Those rated "failed" will be secured for purposes of potential filing of motion for reconsideration.

(g) The financial envelopes of all shortlisted consultants must remain sealed and secured.

(h) The BAC Secretariat shall record the proceedings using an electronic audio/video recorder. The minutes of the bid opening should be prepared within three (3) calendar days after the bid opening date, so that copies thereof could immediately be sent to the BAC members, Observers, Bidders and other interested parties. Copies of the minutes shall also be made

available to the public upon written request and payment of a specified fee to recover cost of materials.

23. Procedure under Electronic Bidding

If, as indicated in the **BDS,** Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the opening and preliminary examination:

(a) Upon receipt of manually-filed bids, the Bid Opener, before the Bid Opening, but immediately after the deadline for submission of bids, shall record and input into the PhilGEPS E-bidding module the date and time each of the bid was manually received, including the name of the bidder's authorized representative.

(b) The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.

(c) Before the decryption of electronic bids, the Bid Opener must first log in to the PhilGEPS and only then can BAC members input their respective USER IDs and PASSWORDS, provided however, that PhilGEPS decryption will not take place unless all the members present and logging in constitute quorum.

(d) The Bid Opener shall publicly open the first bid envelopes of bidders who submitted bids manually to determine each bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents 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 bidder "passed" in relation to the eligibility and technical documents in the first envelope.

(e) After all the manually submitted first envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic First Bid Envelopes submitted by the On-line Bidders to determine each bidder's compliance with the required eligibility and technical documents following the steps and procedures outlined in Clause 23(d) above. Thereafter, the Bid Opener shall input the findings and results into the PhilGEPS' Preliminary Examination Report facility.

(f) Immediately after determining compliance with the requirements in the first envelope, the Bid Opener shall forthwith open the manually submitted second bid envelope of each eligible bidder whose first bid envelope was rated "passed." The second envelope of each complying bidder shall be opened within the same day.

(g) After all the manually submitted second envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic Second Bid Envelopes of each On-line Bidders whose electronic first bid envelope was rated "passed" to determine each bidder's compliance with the required financial documents following the steps and procedures outlined in Clause 23(f) above.

(h) In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed". The Bid Opener shall then input the findings and results into the PhilGEPS' Preliminary Examination Report facility.

(i) Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

(j) The PhilGEPS shall automatically send an electronic mail to all bidders who failed in the preliminary examination of the first and/or second envelope.

F. Evaluation and Comparison of Bids

24. Process to be Confidential

24.1 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 25.

24.2 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.

25. 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.

26. Bid Evaluation

26.1 For the evaluation of bids, the BAC shall use the criteria and rating system discussed in ITB Clauses 27 and 28.

26.2 In the evaluation of the Technical Proposals, the BAC may adopt either of two Ratings System:

(a) Individual Ratings for each bidder by each BAC Member which are then averaged, or

(b) Collegial Ratings for each bidder by the BAC Members as whole.

In case the Individual Ratings system (Clause 23.1 (a)) is adopted, the BAC may use either of two alternative methods:

(a) Alternative A, where the highest and lowest ratings for each firm are disregarded in order to eliminate any bias in evaluating the Bids, and the remaining ratings are averaged for each firm, or

(b) Alternative B, where all individual ratings by all BAC Members are considered, noting that the DPWH has adopted detailed criteria and numerical rating system with weights and points, as discussed in **ITB** Clause 24.1, which will avoid discretion and subjectivity in the evaluation process.

From the above alternatives, unless otherwise specified in **BDS**, the Procuring entity shall adopt the Individual Ratings system using Alternative B.

26.3 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.

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

26.5 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.

27. Evaluation of Technical Proposals

27.1 The Procuring Entity shall conduct a detailed evaluation of the Technical Proposal using the criteria shown in Tables 27.1, pursuant to the provisions of DPWH DO

05, series of 2021, subject to the provisions of the **BDS** depending on whether the evaluation is QBE or QCBE.

Criteria for Evaluation of Technical Proposals

Criteria for the Technical Evaluation of Bids		Maximum Points
I.	**Experience of the Firm**	**10**

The score for this criterion shall be based on the Single Largest Completed Similar Consulting Services Contract (SLCSCSC) of the bidder or SLCSCSC of any permanent technical personnel of the bidder, local or overseas, similar (Services and Infrastructure) to the services to be procured:

$$Score\ I = [(0.80CF1 + 0.20CF2)]10$$

where:

CF1 - Cost Factor 1 is the ratio of the bidder's SLCSCSC (undertaken only by the bidder) relative to the Approved/Estimated Budget for the Contract (A/EBC)

- $\frac{Cost\ slcscsc}{Cost\ a+ebc}$

CF2 - Cost Factor 2 is the ratio of the bidder's SLCSCSC (undertaken only by the bidder) relative to the Highest Contract Cost of Similar Services undertaken by the Implementing Unit

- $\frac{Cost\ slcscsc}{Cost\ iu}$

Cost*slcscsc* - Single Largest Completed Similar Consulting Services Contract (SLCSCSC) of the bidder or SLCCSC of any permanent technical personnel of the bidder similar (Services and Infrastructure) to the services to be procured.

Cost$_{iu}$ - Largest Contract Cost of similar consulting services including awarded but not yet started, procured by the Implementing Unit (IU). Also known as the experience of IU.

Cost$_{a/ebc}$ - Approved/Estimated Budget for the Contract of the Consulting Service being procured.

II	**Qualification of Proposed Key Personnel**	**80**

The IU shall assign weights (%) to all required key personnel that will reflect the relative importance of their responsibilities and inputs in the consulting services contract to be procured. The assigned weights shall be the same on the weights indicated on the Bid Data Sheet (BDS).

The respective weight percentage of the personnel are the following:

The score for this criteria shall be computed as follows:

	Position	No. of Personnel	Maximum Points per Personnel	Weight (%) per Personnel	Weight TOTAL
1	Key Personnel No. 1 (Team Leader)				
2	Key Personnel No. 2				
3	Key Personnel No. 3				
4	Key Personnel No. 4				
5	Key Personnel No. n				
	TOTAL	ΣN			100%

ΣN= Total Number of Key Personnel

A.	*Education, Training and Publication*	*(30 Points)*

The educational qualification of the personnel shall be rated as follows:

a) Allow 80% rating if the personnel has the relevant bachelor's degree
b) Allow additional 10% rating for relevant Master's degree
c) Allow additional 5% rating for Doctoral degree
d) Allow additional 1% rating for every 40 aggregate hours of relevant technical trainings within the last ten (10) years (maximum of 200 training hours) or every Academic Technical publication (maximum of 5 publications) or every three (3) units of post – graduate studies.

	KEY STAFF	PROFESSIONAL QUALIFICATION
1	Key Personnel No. 1 (Team Leader)	The same requirements indicated in the Terms of Reference (TOR) and in the Bidding Documents (BD)
2	Key Personnel No. 2	
3	Key Personnel No. 3	
4	Key Personnel No. 4	
5	Key Personnel No. n	

Individual Score II.A = Rating x 30 x (Assigned Weight per Personnel)

Score II. A = Σ Individual Score II.A

B. Similar Experience of Key Personnel — *50 points*

The experience for this criteria shall be based on similar consulting services (**similar services** and **similar infrastructure**), contracts local or overseas, occupying the **same position** as proposed or higher as shown below:

Table 1. Similar Position, Similar Consulting Services, and Similar Infrastructure Projects to be considered in the Evaluation of the Experience of Key Personnel

Position		Years of Experience, Ymax, Ymin	Similar Experience
P1	Key Personnel No. 1 (Team Leader)	Max of XX; Min of XX	**Similar Consulting Services** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs) **Similar Infrastructures** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs)
P2	Key Personnel No. 2 (Deputy Team Leader or equivalent)	Max of XX; Min of XX	**Similar Consulting Services** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs) **Similar Infrastructures** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs)
P2	Key Personnel No. 3	Max of XX; Min of XX	**Similar Consulting Services** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs) **Similar Infrastructures** As indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs)

P2	Key Personnel No. 4	Max of XX; Min of XX	**Similar Consulting Services** As Indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs) **Similar Infrastructures** As Indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs)
P2	Key Personnel No. n	Max of XX; Min of XX	**Similar Consulting Services** As Indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs) **Similar Infrastructures** As Indicated in the Terms of Reference (TOR) and the Bidding Documents (BDs)

Individual Score B =

$$\left[6.00 + \left(\frac{Y - Y_{min}}{Y_{max} - Y_{min}}\right)(10.20)\right] (100/10 \text{ pts per Personnel})$$

Where:

Y = Similar Years of Experience. The Total Number of Years of Experience satisfying the three (3) condition: Similar Position, Similar Consulting Services and Similar Infrastructure Projects.

Y_{max} = Maximum required years as indicated in Table 1.

Y_{min} = Minimum required years as indicated in Table 1.

Score II. B = Σ Individual Score II.B

SCORE (II) = II.A + II.B

III.	**Methodology**	**10**

The methodology shall be rated using the following checklist and corresponding points:

III

- ☐ 1. The approach to carry out the activities in the TOR was discussed by the consultant and how the said approach will benefit the government and the project. (2points)
- ☐ 2. The approach addressed important issues as indicated in the Terms of Reference. (1point)
- ☐ 3. The consultant proposed an innovative or modern approach to carry out the assignment. (1point)

III. B – Work Plan

- ☐ 1. All important activities are indicated in the Activity Schedule, and their timings are appropriate and consistent with the assignment outputs. (1point)
- ☐ 2. The interrelation between various activities are consistent with the requirements of the TOR. (1point)
- ☐ 3. The consultant has broken down the work schedule to ensure the most efficient and effective way in the attainment of the objectives of the TOR. (1point)

III. C – Organization and Staffing

- ☐ 1. The Organizational Chart is complete and there is a detailed definition of the Duties and Responsibilities. (1point)
- ☐ 2. The Organizational Chart clearly shows lines of responsibility and links between DPWH, Consultant and other Stakeholders. (1point)
- ☐ 3. The timing and deployment of the personnel is consistent with the staffing schedule. (1point)

Score (III) = Score III.A + Score III.B + Score III.C

TOTAL SCORE = Score I + Score II + Score III	**100**

Passing Score = 80 points

27.2 Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1). In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 27.2 to 27.5 below.

Table 27.2. Completed Similar Projects to be Considered in the Evaluation of Proposals

Project in Consulting Services to be Procured	Completed Similar Projects to be Considered in Evaluating Proposals
Road	Highway, Expressway Road Section, Airport Runway/ Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Sluiceway, Drainage System (canals, culverts, pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

Table 27.3. Completed Similar Services to be Considered in the Evaluation of Proposals

Services to be Procured	Completed Similar Services to be Considered in Evaluating Proposals
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

Table 27.4. Completed Related Services to be Considered in the Evaluation of Proposals

Services To Be Procured	Completed Related Services to be Considered in Evaluating Proposals
Feasibility Study (FS)	Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

Table 27.5 Weights to be Applied to Schedule of Ratings for Experience of the Firm in Table 24.1

Case	Conditions	Weight
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%
B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured.	0

Case	Conditions	Weight
	Infrastructure in completed services similar to infrastructure in services to be procured.	
F	Completed services not related to services to be procured Infrastructure in completed services different from infrastructure in services to be procured.	0

27.3 Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).

"Years of related services" shall be converted to "equivalent years of similar services" using the multipliers in Table 27.6 below, and added to the actual years of similar services, provided that the personnel meets at least 50% of the minimum number of years of similar services in Criterion 2.2a in Table 27.1. The Total Rating for Experience should not exceed 30 points.

Table 27.6 Multipliers to Convert "Related" to "Equivalent Similar" Years of Services of Key Personnel

Position	Similar Position 100%	Highly Related Position - 75%	Moderately Related Position - 50%	Slightly Related Position - 25%
P1.Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position
S - Type of consulting services (e.g., FS, DED, CS)
I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the Technical Proposals of the bidders, the BAC shall use the weights of the key personnel indicated in the **BDS** which reflect the relative importance of their responsibilities and inputs in the contract being procured.

27.4 In the case of consulting services other than FS/DED/CS, the BAC, in coordination with the Implementing Unit (IU) concerned, may adopt a schedule of rating points for Qualifications of Key Personnel for the Project, other than that shown in Table 27.1, which is deemed appropriate to the types of services required. This schedule should be reflected in the BDS.

27.5 To qualify for further evaluation, the bidder's Total Technical Rating must at least be equal to the following Required Minimum or Passing Technical Ratings, in accordance with DO 07, series of 2015, unless otherwise provided in the **BDS**:

(a) For QBE: 80%

(b) For QCBE: 80% for FS, 80% for DED and CS.

27.6 If provided in the **BDS**, for complex projects, the Procuring Entity may also set an Individual Minimum or Passing Score in criterion no. 2 for the qualifications of each key personnel of 60 points multiplied by the respective weight of that personnel (out of the possible maximum of 70 points multiplied by the respective weight of that personnel). Thus, even if the winning firm (i.e., the bidder with the Highest Rated Bid) meets the overall Minimum or Passing Technical Rating as indicated in ITB Clause 24.4, but one or more of its key personnel obtains an Individual Rating for personnel qualifications below 60 points multiplied by the respective weight of that personnel, the DPWH shall require that firm to replace each of such personnel with an individual who meets the Minimum Passing Rating of 60 points multiplied by the respective weight of that personnel, as a condition for contract award.

27.7 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 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.

28. Evaluation of Financial Proposals

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

28.2 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**. Unless otherwise provided in the **BDS**, in the case of QCBE, the weights of the Technical and Financial Proposals to be used to determine the Total Rating of the Bidder shall be in accordance with the provisions of DPWH DO 07, series of 2015, as follows:

Table 28.1 Weights of Quality and Cost

Type of Consulting Services	Weights		
	Quality (Tech. Proposal)	Cost (Fin. Proposal)	Total

Feasibility Study	70%	30%	100%
Detailed Engineering Design	65%	35%	100%
Construction Supervision	60%	40%	100%

29. Procedure for Detailed Evaluation of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall apply the manual procedure for the detailed evaluation of bids prescribed under Sections 27 and 28 above. In addition, the Procuring Entity shall observe the following guidelines:

(a) After conducting the detailed evaluation of all bids using non-discretionary criterion, the Bid Opener shall input and record the results of the evaluation into the PhilGEPS' Evaluation Summary Report facility.

(b) The PhilGEPS shall automatically rank the bidders in descending order based on their Total Ratings to identify the HRB as evaluated and corrected for computational errors, and other bid modifications. Bids with total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified. After all bids have been received, opened, examined, evaluated, and ranked, the system shall thereafter generate the Abstract of Bids in the form of a PhilGEPS Evaluation Summary Report.

(c) The BAC shall manually prepare a Resolution whether approving or denying the Abstract of Bids generated by the system. However, after the BAC Resolution approving the Abstract of Bids is uploaded in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Abstract of Bids is available for downloading.

30. Negotiations

30.1 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.

30.2 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.

30.3 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. 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.

30.4 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.

30.5 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.

31. Post-Qualification

31.1 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.

31.2 Within a non-extendible period of five (5) 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 filed and paid through the BIR Electronic Filing and Payment System (EFPS).

(b) 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.

31.3 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. The determination shall be completed within a period of twelve (12) calendar days. The Post-Qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the HRB, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

(a) Legal Requirements. The BAC shall verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, including the following:

(1) DTI/SEC/CDA Registration as stated in the Bidding Document.

(2) Latest income and business tax returns .

(3) Non-inclusion in the "blacklist" of consultants provided by the DPWH and the GPPB.

(b) Technical Requirements. The BAC shall determine compliance of the consulting services offered with the requirements specified in the Bidding Documents, including, where applicable, the following:

(1) Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the contract.

(2) Ascertainment of the sufficiency of the Bid Security as to type, amount, form and wording, and validity period.

(3) Verification of any past unsatisfactory performance of the consultant as indicated in the Consultant's Performance Evaluation System (ConsPES) under DO 20, series of 2015.

(c) Financial Requirements. The BAC shall verify, validate and ascertain the bid price proposal of the bidder.

31.4 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 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 33.3.

31.5 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.

31.6 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.

31.7 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.

31.8 If, as indicated in the **BDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe the following procedure with regard to post-qualification:

(a) Within one (1) day after the approval of the Abstract of Bids, the bidder with the Highest Rated Bid (HRB) should be notified through electronic mail that the bidder shall undergo post-qualification and submit the post-qualification requirements within three (3) calendar days as provided for under Section 34.2 of RA 9184-IRR.

(b) If the BAC determines that the bidder with the LCB passes all the criteria for post-qualification, it shall declare the said bid as the Highest Rated Responsive Bid (HRRB), and recommend to the HoPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.

(c) If, however, the BAC determines that the bidder with the LCB fails the criteria for post-qualification, it shall immediately notify the said bidder electronically in writing of its post-disqualification and the grounds for it.

(d) Immediately after the BAC has electronically notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second HRB. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the HRRB.

(e) If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on until the or HRRB, as the case may be, is determined for award, subject to Section 37 of the IRR.

(f) The post-qualification process shall be completed in not more than seven (7) calendar days from the determination of the HRB. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall the aggregate period exceed thirty (30) calendar days.

(g) The BAC or its Bid Opener shall record and encode the post-qualification results of manually submitted documents in the PhilGEPS. For electronic documents submitted online, the BAC or its Bid Opener shall decrypt the documents and the results recorded automatically.

(h) After recording the post-qualification summary and uploading the BAC resolution declaring the bidder with the HRRB in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Notice of HRRB is available for downloading.

32. Reservation Clause

32.1 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.

32.2 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:

(1) 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;

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

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

32.3 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 bids 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.

G. Award of Contract

33. Contract Award

33.1 Subject to ITB Clause 31, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.

33.2 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.

33.3 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.

34. Signing of the Contract

34.1 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.

34.2 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.

34.3 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.

34.4 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 (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

(d) Performance Security.

(e) Notice of Award of Contract.

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

35. Performance Security

35.1 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.

35.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in any of the following forms and in an amount at least equal to the percentage of the total contract price in accordance with the following schedule:

Table 35.1 Forms and Amounts of Performance Security

Form of Performance Security	Required Minimum Amount of Performance Security as % of 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.	Thirty percent (30%)

35.3 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.

36. Notice to Proceed

36.1 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.

36.2 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.

37. 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 II. Bid Data Sheet (BDS)

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is: **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS BATANGAS 1st DISTRICT ENGINEERING OFFICE, BRGY. LANATAN, BALAYAN, BATANGAS** The evaluation procedure is: ***Quality Based Evaluation (QBE).***
1.2	The Funding Source is: ***SR2024-02-009529*** The Contract ID No. and name of the project is: **24CSDB01** **Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects**
1.3	The objective of the Project: a. To determine the soil bearing capacity of the propose projects.
1.4	The Project shall **NOT** be phased.
5.0	No further instructions.
6.1	Subcontracting is not allowed.
6.2	Not applicable.
7.1	The Procuring Entity will hold a **PRE-BID CONFERENCE** for this Project on: Date and Time : **May 2, 2024 @ 9:00 AM** Venue : **Department of Public Works and Highways Batangas 1st District Engineering Office, Brgy. Lanatan, Balayan, Batangas**

8.1	The Procuring Entity's address is: **ABELARDO D. CALALO** BAC Chairperson DPWH, Batangas 1st District Engineering Office Brgy. Lanatan, Balayan, Batangas (043) 703 0004
101.(b)	The estimated number of professional staff-months required for the Project is **30 man-days**.
10.1(c)	The following experts/professionals and their member shall be required to carry out the consulting services for geotechnical investigations for various road and flood control projects and should have appropriate educational degree, relevant training and adequate years of experience in their field: 1. Senior Soils/Materials Engineer/ Team Leader 2. Geotechnical Engineer 3. Civil Engineer 4. CADD Operator 5. Secretary/Encoder The consultant shall provide technical and administrative support staff as may require. The technical support staff shall be composed of junior engineers and other personnel relevant to the project. The development of these personnel shall be necessary in accordance with the project requirements and with the prior approval of the DPWH.
11.5	Taxes: Withholding Tax on Monthly Progress Billing: - ***2%*** Withholding Tax on Gross Amount of Local Currency. - ***12%*** Value Added Tax (VAT) on Local Remuneration. ***Note:*** *Consultant should anticipate implementation of any tax measure to be imposed by the Government and to consider such in their proposal portion.*
11.7	The ***ABC is ₱1,534,162.50*** .Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions
14.1	Bids will be valid ***120*** calendar days from the date of the opening of bids.
15.1	The bid security shall be limited to a **Bid Securing Declaration** or any of the following forms and amounts:

	1. The amount of not less than ***₱ 30,683.25 or 2% of ABC***, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than ***₱ 76,708.13 or 5% of ABC***, if bid security is in Surety Bond.
15.2	The bid security shall be valid ***120*** calendar days from the date of the Opening of Bids.
15.5(a)(iv)	*Additional grounds for forfeiture of bid security:* 1. Submission of eligibility requirements containing false information or falsified documents. 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 3. Allowing the use of one's name or using the name of another for purposes of public bidding. 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. 5. Refusal or failure to post the required performance security within the prescribed time. 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. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful 9. 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 vaid reasons.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit ***one (1) original and two (2) copies of the Technical and Financial Proposals.***

18	The address for submission of bids is: **Department of Public Works and Highways** **Batangas 1st District Engineering Office,** **Brgy. Lanatan, Balayan, Batangas** The deadline for submission of bids is on ***MAY 14, 2024 until 10:00 a.m.***
21.	Electronic Bidding will **NOT** be adopted in this procurement.
24.1	No further instructions.
27.1	The evaluation procedure is **Quality Based Evaluation (QBE).** The following processes for the opening and evaluation of bids shall be adopted: a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes. b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with **ITB** Clause 27.1. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: Provided, however, that the Highest Rated Bid shall pass the minimum score indicated therein. c) The HOPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. d) After approval by the HOPE of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations. e) Negotiations shall be in accordance with **ITB** Clause 30, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in **ITB** Clause 11.7.

27.3	In the evaluation of the Technical Proposals, the following weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured:

Key Staff	Number of Personnel	Maximum Points per Personnel	Weight per Personnel	Total Weight
1. Senior Soils/Materials Engineer/ Team Leader	1	32.00	40%	40%
2. Geotechnical Engineer	1	18.00	22.5%	22.5%
3. Civil Engineer	1	16.00	20%	20%
4. CADD Operator	1	8.00	10%	10%
5. Secretary/ Encoder	1	6.00	7.50%	7.50%
			TOTAL	**100%**

27.4	Not Applicable.
27.5	The minimum required Technical Rating is ***80%.***
27.6	For this procurement, the Minimum or Passing Rating of 60 points multiplied by the respective weight of the personnel for the qualifications of Individual Personnel shall **NOT** be applied.
28.1	The estimated date of opening of Financial Proposals shall be on ***MAY 14, 2024 at 10:00 a.m. at the :*** **Department of Public Works and Highways** **Batangas 1st District Engineering Office,** **Brgy. Lanatan, Balayan, Batangas** Financial Proposals shall be opened in public.
28.2	For **Quality Based Evaluation (QBE)**: Only the Financial Proposal of the Consultant achieving the highest Technical Rating (Rt) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in **ITB** Clause 27 and this BDS. The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various

	currencies to the Philippine Peso at the rate indicated in **ITB** Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The negotiations shall be done in accordance with **ITB** Clause 30. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.
29	Electronic Bidding shall **NOT** be adopted in this procurement.
30.1	The address for negotiations is: **Department of Public Works and Highways** **Batangas 1st District Engineering Office,** **Brgy. Lanatan, Balayan, Batangas**
31.2(a)	*Only tax returns filed and taxes paid through the BIR Electronics Filing and payment System (**EFPS**) shall be accepted* *NOTE: The latest Income and business tax returns are those within the last six months preceding the date of bid submission.*
31.2(b)	*"No additional Requirement"*
31.8	Electronic Bidding shall **NOT** be adopted in this procurement.
35.1	No further instructions.
36.2	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 (NTP)

Section III.
General Conditions of Contract (GCC)

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

21. Definitions

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

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

(b) "Consultant" refers to the short listed consultant with the Highest Rated Responsive Bid determined by the Procuring Entity as such in accordance with the **ITB** and specified in the **SCC**.

(c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the DPWH 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) "DPWH" means the Department of Public Works and Highways of the Government of the Philippines.

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

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

(h) "Funding Source" means the entity indicated in the **SCC**.

(i) "**GCC**" means these General Conditions of Contract.

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

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

(l) "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.

(m) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.

(n) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.

(o) "Procuring Entity" refers to the DPWH office procuring the Consulting Services.

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

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

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

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

22. Headings

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

23. 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.

24. Law Governing Contract and Services

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

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

24.3. 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).

25. 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.

26. Consultants and Affiliates Not to Engage in Certain Activities

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

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

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

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

27. 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.

28. 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.

29. Entire Agreement

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

30. 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.

31. Relationship of Parties

a) 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 Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

b) 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.

32. 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**.

33. 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.

34. Operation of 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.

35. Notices

35.1. 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**.

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

35.3. 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.

36. Warranty as to Eligibility

36.1. The Consultant represents, warrants, and confirms that it, as well as its Sub-Consultant, if any, is eligible, i.e., has the legal personality to act as a consultant in accordance with Part I, ANNEX IIIA-2, Part I, Section II. Eligibility Documents (**EDs**) issued for this project.

36.2. 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.

37. 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.

38. Payment

38.1. 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.

38.2. 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.

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

39. Currency of Payment

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

40. Liability of 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.

41. Insurance to be Taken Out by Consultant

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

41.2. 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.

42. Effectivity of Contract

This Contract shall take effect on the date of the Consultant's receipt of the NTP, in accordance with **ITB** Clause 32, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

43. 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.

44. 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**.

45. Force Majeure

45.1. 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.

45.2. 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.

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

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

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

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

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

45.4. 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.

45.5. 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.

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

45.7. 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.

45.8. 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.

45.9. 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.

45.10. 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.

46. Suspension

46.1. 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.

46.2. 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.

47. Termination by Procuring Entity

47.1. 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 and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):

(f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to **GCC** Clause 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.

47.2. 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.

48. Termination by 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.

49. 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:

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

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

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

(4) 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 any time 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.

50. 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.

51. 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 27.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

52. 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.

53. 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 51.1(b) and 51.1(c) hereof, any right which a Party may have under the Applicable Law.

54. Dispute Settlement

54.1. 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.

54.2. 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**.

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

55.1. 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**.

55.2. 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.

56. Equipment and Materials Furnished by 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.

57. Services, Facilities and Property of 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 E 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.

58. 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 **Form DPWH-CONSL-25(TPF 5)** 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:

  (1) the selection of the Sub-Consultant 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

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

(c) replacement, during the performance of the contract for any reason, of any Personnel as listed in **Form DPWH-CONSL-25(TPF 5)** of this Contract requiring the Procuring Entity's prior approval; and

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

59. Personnel

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

59.2. 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5).

59.3. The Key Personnel and Sub-Consultants listed by title as well as by name in ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5) 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5). 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.

59.4. 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.

59.5. In accordance with DPWH DO 21, series of 2015, no changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Consultant 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**. In any case, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons.

59.6. 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.

59.7. 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.

60. Working Hours, Overtime, and Leave

60.1. 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.

60.2. 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.

60.3. 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.

61. Counterpart Personnel

61.1. If so provided in the **SCC**, the Procuring Entity shall make available to the Consultant such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, who 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.

61.2. The responsibilities of the Counterpart Personnel shall be specified in the **SCC**, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.

61.3. If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in the **SCC**, 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.

62. Performance Security

62.1. 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 31.2.

62.2. 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.

62.3. The Performance Security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

62.4. 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:

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

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

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

62.5. 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.

63. Standard of Performance

63.1. 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.

63.2. 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 Sub-Consultants or third parties.

63.3. 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.

63.4. 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.

64. Consultant Not to Benefit from Commissions and Discounts

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 Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

65. Procurement by 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.

66. Specifications and Designs

27.2 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.

27.3 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.

67. 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.

68. Assistance by Procuring Entity on Government Requirements

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

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

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

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

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

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

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

69. 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 Sub-Consultant or the Personnel of either of them.

70. Sub-Contract

70.1. Unless otherwise specified in the **SCC**, the Consultant may sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **SCC**, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.

70.2. However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.

70.3. Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-contractor is found by the Procuring Entity to be ineligible, the sub-contracting of such portion of the Consulting Services shall be disallowed.

70.4. The Consultant may identify the sub-contractor 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 sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.

70.5. For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HoPE, the DPWH shall impose on the erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second

offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

71. Accounting, Inspection and Auditing

71.1. 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.

71.2. 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 27.1(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

72. Contract Cost

72.1. 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.

72.2. 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.

73. Remuneration and Reimbursable Expenditures

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

73.2. 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**.

73.3. 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).

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

73.5. 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 favour of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

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

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

74. Final Payment

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

74.2. 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.

75. Lump Sum Contracts

75.1. 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.

75.2. Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 26.3 shall be provided by the Consultant at no additional cost.

75.3. 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.

75.4. 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.

75.5. 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.

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

76. 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. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract,the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

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.

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

76. 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. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract,the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section IV. Special Conditions of Contract (SCC)

Special Conditions of Contract

GCC Clause	
(b)	The Funding Source is: **SR2024-02-009529**
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	The Member in Charge is *[name of member, address, and other necessary contact information]*. ***NOTE**: If the Consultant consists only of one entity, state* "Not applicable".
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in **GCC** Clause 8.
10	No further instructions.
12	The Authorized Representative is as follows: For the Procuring Entity: **BENCIO A. AGUZAR** **District Engineer** For the Consultant: _____
15.1	Procuring Entity Address: **Department of Public Works and Highways (DPWH)** **Batangas 1st District Engineering Office** **Brgy. Lanatan, Balayan, Batangas** Telephone No.: (043) 703 0004 Fax No.: _____

	Consultants: *[insert name of the Consultant]* Attention: *[insert name of the Consultant's authorized representative]* Address:_____ Facsimile:_____ Email Address: _____
15.2 and 15.3	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; or (b) in the case of facsimiles, within 8:00 A.M. to 5:00 P.M. following confirmed transmission.
18.3	State here Consultant's account where payment may be made.
20	"No additional provision." or, if the Consultant is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
22	None
24	The time period shall be **30 calendar days** or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity. 1. _____ 2. _____ 3. _____ *(You may attach additional sheet, if necessary)*
38.1(d)	The Consultant shall not use these documents for purposes not related to this contract without the prior written approval of the Department of Public Work and Highways (DPWH).
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, which shall be supported with written certifications or affidavits, or until after fifty percent (50%) of the Personnel's man-months have been served.

	Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
41	*"The Procuring Entity shall not provide any Counterpart Personnel."*
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is **₱ 1,534,162.50**
52.2	No further instructions.
53.2	No additional instructions
53.4	The reimbursable expenditures in local currency shall be as follows: 1. The cost of the following locally procured items; local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 2. The cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 3. Any such additional payments in local currency for properly procured items as the parties may have agreed upon pursuant to this Contract; and 4. The ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.
53.5(a)	The following provisions shall apply to the advance payment and the advance payment guarantee: (b) An advance payment in the amount equal to 15% of the Contract Price shall be made after the effectivity Date of Contract. The advance payment shall be set off by the DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS in equal installments against the statements until the advance payment has been fully set off.

	(c) The advance payment shall be made only upon the submission to and acceptance by the DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS.
53.5(c)	The interest rate is: zero.

Section V
Terms of Reference (TOR)

(See attached TOR)

TERMS OF REFERENCE (TOR)

CONDUCT OF PRELIMINARY ENGNIEERING/DETAILED ENGINEERING (PE/DE) OF VARIOUS DPWH PROJECTS

I. INTRODUCTION

A. BACKGROUND

The Department of Public Works and Highways is implementing various projects. In line with this, a geotechnical investigation is required to provide important data necessary in the design of foundation for the mentioned construction of new bridge, flood control projects, and school building, in basis with the department's quality policy to provide quality and safe infrastructure for the improvement of the lives of every Filipino.

The DPWH Geotechnical Investigation which includes field and laboratory testing is use to determine the surface and subsurface condition. This process is essential to gather samples necessary for the detailing of the structure. This is to allow Department to further enhance the design of its future projects.

B. OBJECTIVE

To determine the soil bearing capacity of the propose projects.

C. PROJECT SCOPE

The proposed projects are the subject of subsurface soil exploration work including Geotechnical Report. See tabulated sites.

1. FLOOD MANAGEMENT PROGRAM

NO	SECTIONS	LENGTH	NO. OF BOREHOLE
1.	Construction of Road Slope Protection Structure along Ternate - Nasugbu Rd (S01859LZ) - K0075 + 420 - K0075 + 450 (RS)	450.00 sq.m.	2
2.	Construction of Road Slope Protection Structure along Ternate - Nasugbu Rd (S01859LZ) - K0075 + 600 - K0075 + 670 (RS)	1,050 sq.m.	2
3.	Construction of Riverbank Protection along Binambang River (Upstream L/S) at Balayan, Batangas	319 lineal meter	2
4.	Construction of Riverbank Protection along Binambang River (Upstream R/S) at Balayan, Batangas	319 lineal meter	2
5.	Construction of Riverbank Protection along Palico River (L/S), Lian, Batangas	319 lineal meter	2

2. NEW BRIDGE

NO	SECTIONS		NO. OF BOREHOLE
1.	Putting Kahoy Br. Along Nasugbu-Lian-Calatagan Rd	1 bridge	4

3. BUILDING

NO	SECTIONS	Area	NO. OF BOREHOLE
1.	Construction of 2-Storey 6-Classroom School Building, Balayan National High School, Barangay Cayponce, Balayan, Batangas	342 sq.m.	3

II. SCOPE OF SERVICES

A. GENERAL

1. The Consultant shall be responsible for carrying out the necessary subsurface Soil exploration works in respect to the project stated.

2. After the receipt of Notice to Proceed (NTP), the consultant shall coordinate with the Planning and Design Section, Batangas 1st District Engineering Office, particularly on the site of the project.

3. Upon completion of the subsurface exploration work activities, the Consultant shall submit their final report containing geotechnical/geological reports to Batangas 1st District Engineering Office.

4. The Consultant shall be responsible for the reliability of the report presented.

B. THE SERVICES

1. *Subsurface Soil Exploration Works*

A. LOCATION

Before the conduct of Subsurface Soil Exploration Works, The Consultant shall coordinate with the Batangas 1st District Engineering Office, for proper coordination on the location of the project.

B. SCOPE OF PROJECT

The consultant shall provide all the labor, instrument/equipment materials and supplies, vehicles, bunkhouses, etc., necessary to perform satisfactorily the subsurface exploration herein required, viz:

a. Drilling and sampling
b. Standard Penetration Test (SPT)
c. Water Level Measurements
d. Laboratory Testing and Analysis
e. Preparation and submission of Reports

The Consultant shall be held sorely responsible for the result of this boring/drilling exploration and other activities under terms of Reference.

C. DETAILED EXPLORATION REQUIREMENTS / SPECIFICATIONS

Drilling and Sampling

1. Location and Number

No. of borehole required, at a location shown on the plan with coordinates.

2. Depth of Borings

Shall be equal to the 30 meters or extend if necessary depending on the soil classification

3. Procedure

In sand, clay and slit materials, the boreholes shall be advanced by the wash boring method in between sampling sections using side discharged chopping bits. Whenever necessary, N-size casings shall be utilized. The washed section shall be cleaned thoroughly before each sampling run ensuring, however, that the underlying soil is not disturbed.

Sampling shall be done at one meter interval from the river bed to hard strata using 50 cm. Split spoon sampler. In a soft cohesive layer, disturbed sample using thin walled tube samplers shall be obtained hydraulically.

Core drilling shall be carried out by a diamond rotary drill method in gravely on rock formation. Core samples shall be undertaken wherever solid information is encountered.

Cores shall be placed in core boxes arranged and labelled in accordance to depth as soon as these are extracted from the boreholes.

4. Equipment

a. Drilling Machine

The consultant shall utilized at least two (2) drilling machine and set them up at the project site. The drilling machine shall be in good working condition and shall be of such capacity as to maintain satisfactory progress of work.

b. Bits

The Consultant shall have an example supply of different types of bits to adapt to varying conditions. Bottom discharge and stepped bits shall also be available.

c. Core Barrels

Double tube swivel type core barrels in good condition and obtaining maximum core recovery shall be used.

d. Final Boring Logs (BL)
e. Final Laboratory Test Results (FLTR)
f. Borehole Location Plan
g. Soil Profile along structures shoeing boring/ drilling logs
h. Soil Liquefaction Investigation Report
i. Soil Bearing Capacity
j. Detailed discussion of the result of geological/geotechnical investigation and laboratory testing
k. Recommendation (Foundation Type and required geotechnical parameter for design)

Other Data to be submitted by the Consultant along with the Final Report are the following:

Boring Logs

1. Job, boring, hole number, date, time, boring/drilling, foreman, supervisor
2. Weather condition
3. Depth of Boring at start of the day
4. Water level in casing at start of the day
5. Method of Penetration and flushing system
6. Description of soil strata encountered
7. Depth of soil boundaries
8. Size, type and depth of samples and sample number
9. Type and depth of in-situ test
10. Standard Penetration Test Resistance, "N" Value
11. Recovery ratios of samples
12. Detailed notes on boring / drilling procedure, casing sizes and resistance to driving, description of wash water or spoil from boring / drilling tools
13. Depth of boring at end of the day
14. Other relevant information such RQD, percent core recovery, angle of friction etc.

Photographs

Photographs showing the borehole drilling and sampling at each proposed sites shall be taken by the consultant and Incorporated in the report, photographs shall be taken at each borehole location depicting the following:

1. Equipment used
2. Core drilling operation
3. Water level measurements
4. Performance of SPT and Shelby tube sampling
5. All cores in the core boxes, SPT and Shelby tube samples
6. Date photographs was taken

III. IMPLEMENTATION

A. KEY EXPERTS' QUALIFICATION AND REQUIREMENTS

The following experts/professionals and their member shall be required to carry out the Consulting Services for the project and should have appropriate educational degree, relevant training and adequate years of experience in the conduct of sub-surface soil exploration.

KET STAFF AND PERSONNEL	No. Of Staff	Man-Month	Years of Experience	
			Minimum	Maximum
1. Senior Soils/ Materials Engineer/ Team Leader	1	1	5	10
2. Geotechnical Engineer	1	1	5	7
3. Civil Engineer	1	1	3	5
4. CADD Operator	1	1	3	5
5. Secretary/ Encoder	1	1	3	5

The Consultant shall provide technical and administrative support staff as may require.

B. CONTRACT PERIOD

The consultant's contract period for undertaking the detailed engineering design shall be **Thirty (30) calendar days** and the Consultant shall commence work after receipt of Notice to proceed.

C. ASSISTANCE TO BE PROVIDED BY THE CLIENT

The DPWH shall ensure that the Consultant has access to all relevant information necessary to the performance of the above services. The Consultant is expected to provide office space and equipment and all other resources for completing the service.

Prepared by:

VIVIAN VIENNA B. CASTILLO
Engineer II

Submitted by:

FLORENCIA G. CORDOVA
Chief, Planning and Design Section

Recommending Approval:

ABELARDO D. CALALO
Officer-in-Charge
Office of the Assistant District Engineer

Approved by:

BENCIO A. AGUZAR
District Engineer

Section VI
Bidding Forms (BFs)

Form No.	Name
DPWH-CONSL-21(TPF1)	Technical Proposal Submission Form
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects
DPWH-CONSL-23 (TPF3)	Comments on TOR and Data, Services and Facilities to be provided by the Procuring Entity
DPWH-CONSL-24(TPF4)	Approach, Methodology and Work Plan
DPWH-CONSL-25(TPF5)	Organizational Chart, Team Composition and Tasks
DPWH-CONSL-26(TPF6)	Curriculum Vitae of Key Personnel
DPWH-CONSL-27(TPF7)	Time Schedule of Professional Personnel
DPWH-CONSL-28(TPF8)	Activity (Work) Schedule
DPWH-CONSL-08	Joint Venture Agreement (JVA)
DPWH-CONSL-22	Bid Securing Declaration
DPWH-CONSL-29	Omnibus Sworn Statement
DPWH-CONSL-30(FPF1)	Financial Proposal Submission Form
DPWH-CONSL-31(FPF2)	Summary of Costs
DPWH-CONSL-32(FPF3)	Breakdown of Price for the Project
DPWH-CONSL-33(FPF4)	Breakdown of Remuneration for the Project
DPWH-CONSL-34(FPF5)	Reimbursables by Activity
DPWH-CONSL-50	Form of Contract Agreement

The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the **BDs** for the contract.

DPWH-CONSL-30(FPF 1). FINANCIAL PROPOSAL SUBMISSION FORM

[Letterhead of Bidder]

[Date]

[Name of Chairperson of BAC]
[Designation]
[Name of DPWH Procuring Entity]
[Office Address)

Dear Sir / Madame:

Subject: Financial Proposal Submission

We, the undersigned, offer to provide the consulting services for [insert Name of Consultancy Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures].

Our Financial Proposal shall be binding upon us up to expiration of the bid validity period, i.e., [insert date]

In accordance with Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this Project, 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 and we understand and accept the contents of the Instructions to Bidders (ITB), 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, the applicable guidelines for the procurement rules of the Funding Source, and all Sipplemental/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:

Department of Public Works and Highways

Name of Procuring Entity: DPWH Batangas 1st District Engineering Office
Address: Brgy. Lanatan, Balayan, Batangas
Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

TECHNICAL ASPECTS : EXPERIENCE ON COMPLETED PROJECTS, GOVERNMENT AND PRIVATE

NAME OF CONSULTANT:

AS OF :_____

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost *(Cost of Services only of your firm)*	Cost of A**	Project Duration		Consultants Role and Specific Services
							Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
									e.g., traffic sufrveys
									soil investigations

Attachments:
1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

Project Category:
1. Roads
2. Bridges/Viaducts
3. Flood Control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others - Pls indic

Type of Consulting Services
1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. Construction Supervision
5. Management and Related Services
6. Others - Pls indicate

A*
1. Geotechnical Investigation/Surveys
2. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
3. Preliminary Engineering Design (PED) if Soil Investigations are included therein
4. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
5. Feasibility Study (FS) if Soil Investigations are included therein
6. Detailed Engineering Design (DED) if Soil Investigations are included therein

Department of Public Works and Highways

Name of Procuring Entity: DPWH Batangas 1st District Engineering Office
Address: Brgy. Lanatan, Balayan, Batangas
Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

TECHNICAL ASPECTS : EXPERIENCE ON ON-GOING PROJECTS, GOVERNMENT AND PRIVATE

NAME OF CONSULTANT:

AS OF :_____

Name and Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost *(Cost of Services only of your firm)*	Cost of A**	Project Duration		Consultants Role and Specific Services
							Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
									e.g., traffic sufrveys
									soil investigations

Attachments:
1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

Project Category:
1. Roads
2. Bridges/Viaducts
3. Flood Control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others - Pls indi

Type of Consulting Services
1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. Construction Supervision
5. Management and Related Services
6. Others - Pls indicate

A*
1. Geotechnical Investigation/Surveys
2. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
3. Preliminary Engineering Design (PED) if Soil Investigations are included therein
4. Soil Exploration/Investigation (Including Sub-surface Soil Exploration)
5. Feasibility Study (FS) if Soil Investigations are included therein
6. Detailed Engineering Design (DED) if Soil Investigations are included therein

DPWH-CONSL-22(TPF3). 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.

DPWH-CONSL-24(TPF 4). DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

DPWH-CONSL-25(TPF 5). ORGANIZATIONAL CHART, TEAM COMPOSITION AND TASKS FOR THE PROJECT

Insert Organizational Chart for the Project.

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

DPWH-CONSL-26(TPF 6). CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____

5. Nationality: _____

6. Education: _____

School	Couse	Degree	Year Graduated	Dates Attended	
				From (mm/yy)	To (mm/yy)

7. Profession: _____

8. PRC Registration No.: _____

9. Membership in Professional Societies: _____

10. Length of Service with the Firm: _____

11. Current Position in the Firm: _____

12. Years of Experience: _____

13. Employment Record: *[Recent to Previous]*

Company / Agency	Position	Employment Status	From (mm/yy)	To (mm/yy)

14. Training: [Recent to Previous]

Training Course	From (mm/yy)	To (mm/yy)	Location

15. Experience: [Recent to Previous]

Name of Project:	
Project Cost:	
Project Cost of *A* *(for Project Manager/Team Leader ONLY)***	
Position:	
Types of Service:	
Duration of Assignment:	*Start to Completion [mm/yy]*
Client:	
Location:	
Detailed Task Assignment:	

Language:
[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

_____

Certification:

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

_____ Date: _____
[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

SUBSCRIBED AND SWORN to before me this *[Date]* at *[Place]* affiant having exhibited to me his Community Tax No. _____ issued on [Date] at [Place].

Doc. No _____;
Page No _____;
Book No _____;
Series _____

TIME SCHEDULE OF PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____

Reports Due: _____

Activities Duration: _____

Location _____

Part-time: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

DPWH-CONSL-28(TPF 8). ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Deliverables/Reports

Deliverables/Reports Example	Date
1. Inception Report	
2. Interim Report	
3. Monthly Progress Reports: *(a) First* *(b) Second* *...(n)*	
4. Draft Final Report	
5. Final Report	

Department of Public Works and Highways

Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE or ASSOCIATION AGREEMENT exclusively for this Project, is entered into By and Between _____, of legal age, ____(civil status)____ , (name of owner/proprietor/partner) of _____ and a resident of _____ (OR name of consulting proprietorship/ partnership, Address, Authorized Representative under a Resolution No. (to be attached)

And

_____, of legal age, ____(civil status)___, owner/ proprietor of _____ a resident of _____ (or name of Consulting Firm, Address, Authorized Representative under a Board Resolution No. (to be attached)

That the Parties agree to join together their resources, equipment, and what is need to facilitate the Joint Venture or Association to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the ___(Name of the Procuring Entity)_____

NAME OF PROJECT

That the share and nationality of each party in this agreement is as follows:

	Nationality	Share
Consultant A	_____	_____
Consultant B	_____	_____

That the Parties agree that _____ and/or _____shall be the official Authorized Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture or Association in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture or Association Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____ in the year of our Lord _____.

Authorized Representative
Firm A

Authorized Representative
Firm B

Contract ID: 24CSDB01
Contract Name: Consultancy Services for the Conduct of Preliminary Engineering/Detailed Engineering (PE/DE) of various DPWH Projects
Contract Location: Batangas 1st LD

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

BID-SECURING DECLARATION

Invitation to Bid: *[Insert reference number]*
Contract ID:
Contract Name:

To: Department of Public Works and Highways Batangas 1st DEO
Brgy. Lanatan, Balayan, Batangas

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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.

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

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

   (b) I am/we are declared ineligible or post - disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of* execution], Philippines. Affiant/s is/ are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ .
Witness my hand and seal this ___ day of *[month] [year]*.

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

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

Note: This must be dry-sealed.

OMNIBUS SWORN STATEMENT
AS REQUIRED BY RA 9184-IRR SECTION 25.2b)iv)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]* , of legal age, *[Civil Status]* , *[Nationality]* , and residing at *[Address of Affiant* , after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated 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 or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], [insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative];

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board,

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of 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:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical GPPB Resolution No. 16-2020, dated 16 September 2020 Page 31 of 39 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, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards;

8. [*Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examining all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]; and*

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

_____

[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this __ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is personally known to me and was 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 exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

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

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

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

DPWH-CONSL-30(FPF 1). FINANCIAL PROPOSAL SUBMISSION FORM

[Letterhead of Bidder]

[Date]

[Name of Chairperson of BAC]
[Designation]
[Name of DPWH Procuring Entity]
[Office Address)

Dear Sir / Madame:

Subject: Financial Proposal Submission

We, the undersigned, offer to provide the consulting services for [insert Name of Consultancy Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures].

Our Financial Proposal shall be binding upon us up to expiration of the bid validity period, i.e., [insert date]

In accordance with Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this Project, 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 and we understand and accept the contents of the Instructions to Bidders (ITB), 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, the applicable guidelines for the procurement rules of the Funding Source, and all Sipplemental/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:

DPWH-CONSL-31(FPF 2). SUMMARY OF COSTS

Item	Cost (PhP)
I. Remuneration	
II. Reimbursable	
III. Miscellaneous Expenses	
IV. Subtotal (I + II + III)	
V. VAT (12% of I)	
VI. Contingency (5% of IV)	
VII. GRAND TOTAL (IV + V + VI)	
Total Amount of Financial Proposal	

DPWH-CONSL-32(FPF 3). BREAKDOWN OF PRICE FOR THE PROJECT

Item	Amount (PhP)
I. REMUNERATION: **Key Staff:** 1. Senior Soils/Materials Engineer/Team Leader **Technical Support Staff:** 1. Geotechnical Engineer 3. CADD Operator **Administrative and Support Staff:** 1. Secretary/Encoder **II. REIMBURSABLES:** 1. Travelling Expenses 2. Per Diems 3. Office Supplies for the Study Team 4. Reproduction of Reports 5. Service Vehicle Rental (Operated & Maintained) 6. Miscellaneous Expenses (DPWH Meetings, Stakeholders and Public Consultation) **III. MISCELLANEOUS EXPENSES:** Geotechnical Survey a. Soil boring test with SPT (20m) including laboratory test b. Mobilization/Demobilization	
TOTAL	

DPWH-CONSL-32(FPF 4). BREAKDOWN OF REMUNERATIONS FOR THE PROJECT

Name	No. of Personnel	No. of Months	P-M	Daily Rate	Amount
I. REMUNERATION:					
Key Staff:					
1. Senior Soils/Materials Engineer/Team Leader	1	1			
Technical Support Staff:					
1. Geotechnical Engineer	1	1			
2. Civil Engineer	1				
3. CADD Operator	1	1			
Administrative and Support Staff:					
1. Secretary/Encoder	1	1			
TOTAL					

DPWH-CONSL-34(FPF 5). REIMBURSABLES PER ACTIVITY

Name	Unit	Quantity	Unit Cost	Amount (Php)
II. REIMBURSABLES:				
1. Travelling Expenses	roundtrips	3		
2. Per Diems	person-days	9		
3. Office Supplies for the Study Team	months	1		
4. Reproduction of Reports	projects	1		
5. Service Vehicle Rental (Operated & Maintained)	veh-days	15		
6. Miscellaneous Expenses (DPWH Meetings, Stakeholders and Public Consultation)	projects	1		
TOTAL				

MISCELLANEOUS EXPENSES

Name	Unit	Quantity	Unit Cost	Amount (Php)
III. MISCELLANEOUS EXPENSES:				
Geotechnical Survey				
a. Soil boring test with SPT (20m) including laboratory test	borehole	17		
b. Mobilization/Demobilization	sites	7		
TOTAL				

FORM OF CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this _____ day of __*month*__, _*year*_, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **Department of** Public Works and Highways (DPWH) represented herein by _____, duly authorized for this purpose, with main office address at _____ hereinafter, referred to as the "PROCURING ENTITY";

-and-

_____, a single proprietorship/partnership/corporation/ joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at _____, represented herein by _____, duly authorized for this purpose, hereinafter referred to as the "CONSULTANT;"

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONSULTANT** execute *[insert name and* identification number of contract], hereinafter called the "**Services**," and the **PROCURING 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 the Services and the remedying of any defects therein.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

   (a) General and Special Conditions of Contract;
   (b) Terms of Reference
   (c) Request for Expression of Interest;
   (d) Instructions to Bidders;
   (e) Bid Data Sheet;
   (f) Addenda and/or Supplemental/Bid Bulletins, if any;
   (g) Bid forms, including all the documents/statements contained in the **CONSULTANT**'s Technical and Financial Proposals, as annexes;
   (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 **PROCURING ENTITY.**

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

4. The **PROCURING ENTITY** hereby covenants to pay the **CONSULTANT** in consideration of the execution and completion of the **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 hereto set their respective hands on the day, month and year first above written.

PROCURING ENTITY:	**CONSULTANT:**
Represented by:	**Represented by:**
_____	_____
Witnessed by:	
_____	_____

Section VII. Appendices

Description of Services

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

Reporting Requirements

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

Key Personnel and Sub-Consultants

List under:

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

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

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

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

Breakdown of Contract Price

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

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

2. Reimbursable expenditures

3. Applicable taxes

Services and Facilities Provided by the Client

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

Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salary[6] = $\dfrac{\textit{total days leave} \times 100}{[365 - w - ph - v - s]}$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of

senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

[6] where w = weekends, ph = public holidays, v = vacation, and s = sick leave

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members.
UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned

BREAKDOWN OF AGREED FIXED RATES[7]

[Currencies:_____[8]]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate[9]	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant:_____ Date:_____

Authorized Representative:_____ Name:_____

Title:_____

[7] This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

[8] If different currencies, a different table for each currency should be used.

[9] Per month, day, or hour as appropriate.