

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, 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, or coercive 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:

- (c) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment.
- (d) 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.
- (e) 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 HOPE, members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the Implementing Unit (IU), and the project consultants, by consanguinity or affinity up to the third civil degree. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. On the part of the bidder, this prohibition shall apply to the following persons:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders; or
- (d) If the Consultant is a JV, the provisions of items (a), (b), or (c) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

- 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, noncompetitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2.** Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB Clause 3.1(a)**.
- 3.3.** Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC Clause 51**.

4. Consultant's Responsibilities

- 4.1.** The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in ANNEX IIIA-11
- 4.2.** Part II, **Section VII. Bidding Forms** as required in **ITB Clause 10.2(d)**.
- 4.3.** 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 8.3**.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HOPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, if applicable; and
- (k) Ensuring that 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.

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

- 4.4.** 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.
- 4.5.** 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.
- 4.6.** 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.
- 4.7.** 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.

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

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 sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**, 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.
- 6.2** 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.
- 6.3** 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.
- 6.4** The Consultant may identify the sub-contractor to whom a portion of the Consulting Services will be sub-contracted 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. Subcontractors 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.
- 6.5** 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.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1.** If so specified in the **BDS**, a Pre-Bid conference (PBC) 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.** Consultants are encouraged to attend the PBC to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 7.3.** Any statement made at the PBC shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 7.4.** 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 following procedure with regard to the PBC:
- (a) For contracts to be bid where the conduct of PBC is required under Section 22 of RA 9184-IRR (Section 5.5 of this Manual Volume III), the same procedure governing the manual method will also apply.
 - (b) A Procuring Entity with videoconferencing capabilities may conduct its PBC conferences electronically, provided that its Registered Merchants (consultants) shall also have similar capabilities and facilities.
 - (c) During the conduct of the PBC, Registered Merchants may send requests for clarification through the PhilGEPS online facility, which shall be read during the meeting and shall form part of the minutes, unless the Procuring Entity has previously decided that only those who have purchased the Bidding Documents shall be allowed to participate in the PBC and raise or submit written queries or clarifications.
 - (d) The minutes of the PBC shall be recorded as an electronic document made electronically available to all participating Registered Merchants through the PhilGEPS Electronic Bulletin Board not later than three (3) calendar days after the PBC.
 - (e) Requests for clarification(s) on any part of the **BDS** or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity, either electronically through the PhilGEPS or otherwise, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
 - (f) Only Bid Bulletins/Supplements approved by the Bid Notice Approver shall be posted in the PhilGEPS at least seven (7) calendar days before the deadline

for the submission and receipt of bids. The PhilGEPS shall automatically notify through e-mail all Registered Merchants who have downloaded the bidding documents and paid the **BDs** Fee.

8. Clarifications and Amendments to Bidding Documents

- 8.1.** The BAC may issue a Supplemental Bulletin to amend provisions of the Bidding Documents (BDs) at least seven (7) calendar days before the deadline for the receipt of bids.
- 8.2.** The BAC may also issue a Bid Bulletin to clarify any provision of the BDs in response to a request or query from prospective bidders, provided that this request or query is in writing, and is submitted to the BAC at least ten (10) calendar days before the deadline for the receipt of bids (IRR Section 22.5.1). The BAC may, at its own initiative, also issue a Bid Bulletin to clarify any provision of the BDs. In all cases, the Bid Bulletin shall be issued at least seven (7) calendar days before the deadline for the receipt of bids.
- 8.3.** Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Consultants who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Consultant and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case 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 must respond to the requirements and other provisions of the Terms of Reference (TOR) for the contract at hand.

- (b) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared nonresponsive.
- (c) 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.
- (d) 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.
- (e) 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) Bid Security as prescribed in **ITB** Clause 15.
- (b) Technical Proposal Submission Form, using **Form DPWH-CONSL22(TPF1)**.
- (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 subcontractor, 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-CONSL27(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 DPWHCONSL-30(FPF1)** - Financial Proposal Submission Form should form the covering letter of the Financial Proposal. The proposed costs are presented in
Forms DPWH-CONSL-31(FPF2) - Summary of Costs, **DPWH-CONSL32(FPF3)** - Breakdown of Price for the Project, **DPWH-CONSL-33(FPF4)** - Breakdown of Remuneration for the Project, and **DPWH-CONSL-31FPF 5** - 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 shall submit only one bid and shall not associate with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity.

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.** Unless otherwise indicated in the **BDS**, as part of its Technical Proposal the bidder shall issue a Bid Securing Declaration or Bid Security in any of the following forms and corresponding minimum amounts in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

A Bid Securing Declaration (**Form DPWH-CONSL-4a**) 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 within ten (10) calendar days, or less, as indicated in the **BDS**, 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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 15.2.

15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 30, and the posting of the Performance Security pursuant to **ITB** Clause 31, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.

15.5. The Bid Security may be forfeited:

- (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 27.2; or
 - (iv) any other reason stated in the **BDS**.
- (b) if the successful Consultant:
 - (i) fails to sign the contract in accordance with **ITB** Clause 30;
 - (ii) fails to furnish Performance Security in accordance with **ITB** Clause 31; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in **ANNEX IIIA-11: 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 bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Consultant.

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. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission of Bids

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.

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, 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.

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

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 postqualification.

(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.

- (g) 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. Another 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. If the requirement is for the audited financial statements (AFSs) or the income tax returns (ITRs) for three immediately preceding years, and the bidder submits its AFS or ITR for the past two years only, such shall be considered an incomplete 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 nondiscretionary "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 issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 22.

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. Opening and 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 07, series of 2015, subject to the provisions of the BDS depending on whether the evaluation is QBE or QCBE.

Table 27.1 Criteria for Evaluation of Technical Proposals

Criteria		Maximum Points											
1. Experience of the Firm The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one consulting services contract similar to, and with the following cost as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured. <table><tr><th>Cost of Completed Contract as % of ABC</th><th>Points</th></tr><tr><td>50% or more</td><td>10</td></tr><tr><td>40% to <50%</td><td>7</td></tr><tr><td>30% to <40%</td><td>4</td></tr><tr><td><30%</td><td>0</td></tr></table> Additional Guidelines are given in Clause 24.2 below.		Cost of Completed Contract as % of ABC	Points	50% or more	10	40% to <50%	7	30% to <40%	4	<30%	0	10	
Cost of Completed Contract as % of ABC	Points												
50% or more	10												
40% to <50%	7												
30% to <40%	4												
<30%	0												
2. Qualifications of Key Personnel to be Assigned to the Project The key personnel must meet the following requirements:		80											
		FS/DED	CS										
2.1 <u>Education</u>		<u>30</u>	<u>30</u>										
Relevant Bachelor’s Degree, minimum requirement		(24.0)	(24.0)										
Relevant Master’s Degree, additional points		(3.0)	(3.0)										
Relevant Doctor’s Degree, additional point		(1.5)	(1.5)										
Relevant Publications and Training, additional point		(0.3)	(0.3)										
2.2 <u>Experience (See Table 24.1-B below)</u>		<u>50</u>	<u>50</u>										
a. <u>Required Minimum No. of Years of Experience:</u>													
<table><tr><th>Position</th><th>Years</th></tr><tr><td>Project Manager/Team Leader</td><td>10</td></tr><tr><td>Other Key Personnel</td><td>5-7 as indicated in the ITB 10.1(c)</td></tr></table>		Position	Years	Project Manager/Team Leader	10	Other Key Personnel	5-7 as indicated in the ITB 10.1(c)						
Position	Years												
Project Manager/Team Leader	10												
Other Key Personnel	5-7 as indicated in the ITB 10.1(c)												

b. <u>Rating of Experience per Personnel</u>													
<table><tr><th>No. of Years of Similar Services</th><th>Points</th></tr><tr><td>2.0 x min. no. required or more</td><td>50</td></tr><tr><td>(1.5 to <2.0) x min. yrs required</td><td>40</td></tr><tr><td>(1.0 to <1.5) x min. yrs required</td><td>30</td></tr><tr><td>< min. yrs required</td><td>0</td></tr></table> <p><u>Additional Guidelines</u> are given in Clause 24.3 below.</p> <p>The Total Rating for Experience per personnel shall not exceed 50 points.</p>		No. of Years of Similar Services	Points	2.0 x min. no. required or more	50	(1.5 to <2.0) x min. yrs required	40	(1.0 to <1.5) x min. yrs required	30	< min. yrs required	0		
No. of Years of Similar Services	Points												
2.0 x min. no. required or more	50												
(1.5 to <2.0) x min. yrs required	40												
(1.0 to <1.5) x min. yrs required	30												
< min. yrs required	0												
<u>Total Score, Qualifications of Key Personnel</u>		<u>80</u>	<u>80</u>										
3. Proposed Methodology		30											
Characteristics	Points												
3.1 Approach and Method	12												
a. The methodology to carry out important activities indicated in the TOR is inappropriate or poorly presented, indicating that the Consultant has misunderstood important aspects of the scope of work. The required contents of the TOR are missing or superficially discussed.	Poor 2 pts												
b. The way to carry out the different activities in the TOR is discussed generically by the Consultant. The discussion of the methodology is	Fair 5 pts												
Criteria		Maximum Points											
general and not specifically tailored to the projects. Although suitable, the methodology does not include a discussion on how the Consultant proposes to deal with critical site-specific characteristics of the project. No new insights or deep appreciation of the interrelationships of problems and solutions to be provided for the project are added. The discussion indicates an average perception of the project conditions and does not reflect the specific features of the assignment.													
c. The proposed approach is discussed in detail and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during the execution of the Services.	Good 8 pts												
d. In addition to the requirements listed under "Good," important issues are approached in an innovative and efficient way, indicating that the	Very Good												

Consultant has understood the overall and detailed issues and problems of the assignment. The Consultant has outstanding knowledge of the project conditions and a deep grasp of solutions depicted through state-of-the-art approaches and knowledge. The proposal details ways to improve the results and the quality of assignment by using advanced approaches, methodologies and knowledge.	12 pts
3.2 <u>Work Plan</u>	5
a. The activity schedule excludes important tasks. The timing of activities and correlation among them are inconsistent with the approach and methodology.	Poor 2 pts
b. All key activities are included, but are not detailed. There are minor inconsistencies among timing, assignment outputs, and proposed approach.	Fair 3 pts
c. The work plan responds well to the TOR. All-important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. The interrelation among the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.	Good 4 pts
d. In addition to the requirements listed above under "Good," decision points and sequence and timing of activities are very well defined, indicating that the Consultant has optimized the use of resources.	Very Good 5 pts
3.3 <u>Organization and Staffing</u>	3
a. The proposed organization and personnel schedule are not clear and detailed enough, failing to use the required formats. The assignment schedule of each staff is not adequate. The organization and staffing arrangement is not responsive to the requirement of the TOR. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.	Poor 1pt
b. The organizational chart is complete and there is a detailed definition of duties and responsibilities. Staff skills and needs are matched precisely and enjoy good logistical support. Staffing is consistent with both timing and assignment outputs.	Good 2 pts
c. In addition to the characteristics listed above under "Good," the proposed team is integrated and has good support organization. The organizational chart clearly shows the lines of responsibility and the links between the two parties – DPWH and the Consultant. The proposal contains a detailed discussion showing that the Consultant has optimized the deployment and use of the staff with efficiency and economy, based on the proposed	Very Good 3 pts

Criteria		Maximum Points
logistics.		
Total, 1-3		100

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

Case	Conditions	Weight
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

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	P2, different S and different I or	P3, different S and different I

		or P2, different S and same I	P3, same S and different I or P3, different S and same I or P3, same S and same 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: 75%

(b) For QCBE: 70% for FS, 75% 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. Opening and 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 (Technical Proposal)	Cost (Financial 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 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 other than for reasons of death or illness unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that

such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 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.
- 30.6.** There should be no replacement of key personnel before the awarding of contract, except for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation provided that it is duly supported by relevant certificates, or any delay caused by the procuring entity. The Procuring Entity shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of personnel by the first ranked firm is made.

31. Post-Qualification

- 31.1.** The Procuring Entity shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 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 in the form specified in the **BDS**.

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

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

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 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 29.3.

- 31.5.** A negative determination shall result in rejection of the Consultant's bid, in which event the Procuring Entity shall proceed to the next HRB to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next HRB, and so on until the HRRB is determined for contract award.
- 31.6.** Within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC, the HOPE shall approve or disapprove the said recommendation.
- 31.7.** 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.
- (g) 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 fail postqualification;
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 27, the Procuring Entity 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 received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

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

- a. Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Consultant of the Notice of Award.
- b. In case of foreign consultants, the SEC Certificate of Registration of the foreign consulting firm, or the authorization of license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professionals and allied professions.
- c. Posting of the performance security in accordance with **ITB** Clause 31;
- d. Signing of the contract as provided in **ITB** Clause 30; and
- e. Approval by higher authority, if required.

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.
- 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 an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	

(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.	Five percent (5%)
(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 initiate and complete the post-qualification of the second HRB. The procedure shall be repeated until the HRRB is identified and selected for contract award. However if no Consultant passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

36. Notice to Proceed

36.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to proceed to the Consultant.

36.2. The contract shall become effective on the date of the Consultant's receipt of the Notice to Proceed