PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

Procurement of CONSULTING SERVICES

First Edition
May 2025

Preface

These Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Consulting Services through *[Competitive Bidding, Limited Source Bidding, Competitive Dialogue,*[1] *or Unsolicited Offer with Bid Matching*[2]*]* have been prepared by GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government[3] use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

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

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD group the provisions that are intended to be used unchanged in Section II. Short-Listing Documents of Part I; and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Short-listing Data Sheet (SDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in Section VII. PBD Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Consulting Services to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VII. PBD Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

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

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

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

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[1] For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

[2] For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.

[3] Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, SDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VII. Philippine Bidding Document since these provide important guidance to Bidders.

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

f) The cover page should be modified as required to identify the Bidding Documents and date of issue.

g) The Project Title page should be modified as required to identify the Project title and number, name, and address of the Procuring Entity.

h) If modifications must be made in bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the SDS, BDS, or SCC shall appear in bold type face on Section II. Short-listing Documents of Part I, Section II. Instructions to Bidders, and Section IV. General Conditions of Contract of Part II, respectively.

Procurement of CONSULTING SERVICES

Procurement for PEZA Human Resource Management Information System
[PEZA-HO-2026-01]

TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations 6
Definition of Terms 7
Part I 9
Section I. Request for Expression of Interest 10
Section II. Short-Listing Documents 14
Section III. Short-listing Data Sheet 20
Part II 23
Section I. Notice of Eligibility and Short-Listing 24
Section II. Instructions to Bidders 26
Section III. Bid Data Sheet 54
Section IV. General Conditions of Contract 62
Section V. Special Conditions of Contract 85
Section VI. Terms of Reference 95
Section VII. Philippine Bidding Document Related Forms 135
Section VIII. Appendices 166

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

DOLE – Department of Labor and Employment.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

HRRB – Highest Rated Responsive Bid.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

LGUs – Local Government Units.

LoC – Letter of Credit.

MYCA – Multi-Year Contracting Authority.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procuring Entity - the organization purchasing Consulting Services, as named in the SCC.

RA No. – Republic Act Number.

SCC - Special Conditions of Contract.

SEC – Securities and Exchange Commission.

UN – United Nations.

WB – World Bank.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e]).

Consultant - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in providing Consulting Services.

Consulting Services – refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government 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. (IRR of RA No. 12009, Section 5[i])

Contract – refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Sections 16.1 and 16.2).

Foreign-funded Procurement or Foreign-Assisted Project– refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. (IRR of RA No. 12009, Section 5[n])

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as “civil works” or “works;” (IRR of RA No. 12009, Section 5[r])

Online submission – pertains to the submission of the short-listing documents and bids for Consulting Services through electronic means or through the e-bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, consultant, or service provider.

Verified Report – refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Part I

Section I. Request for Expression of Interest

Notes on the Request for Expression of Interest

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

a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all requests for expression of interest shall be published continuously by the Procuring Entity, for seven (7) calendar days in the Philippine Government Electronic Procurement System (PhilGEPS), on any conspicuous place in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable.

b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities in its website, social media platform, or such other channels authorized by the GPPB shall publish its invitation to bid, at least once, in a newspaper of general nationwide circulation.

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

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

b) The procurement strategy/ies;

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

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

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

    iii) Current workload relative to capacity.

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

e) The contract duration.

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

REQUEST FOR EXPRESSION OF INTEREST FOR THE PROCUREMENT OF PEZA HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (PEZA-HO-2026-01)

1) The *Philippine Economic Zone Authority (PEZA)*, through the *Corporate Operating Budget CY 2026* intends to apply the sum of Seventeen Million One Hundred Eighty-Seven Thousand Nine Hundred Thirty-Eight and 96/100 in Philippine Currency (PhP 17,187,938.96), being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of PEZA Human Resource Management Information System (PEZA-HO-2026-01). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

2) The Philippine Economic Zone Authority now calls for the submission of short-listing documents for *IT staff augmentation through consultancy by allowing specialized IT professionals to collaborate with PEZA's internal MIS and HR teams* using the Quality-Cost Based Evaluation. Short-listing documents of interested consultants must be duly received by the Bids and Awards Committee (BAC) Secretariat on or before **23 March 2026, 10:00 AM** at the 8th floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

3) Interested bidders may obtain further information from *PEZA* and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM, Mondays to Fridays.

4) A complete set of Bidding Documents may be acquired by interested Bidders on **13 March 2026** from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos in Philippine Currency (Php 25,000.00).**

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

5) The BAC shall draw up the short-list of consultants from those who have submitted Expression of Interest, including the short-listing documents, and have been determined as eligible in accordance with the provisions of Republic Act (RA) No. 12009, otherwise known as the "New Government Procurement Act", and its Implementing Rules and Regulations (IRR). **The short-list shall consist of at least three (3) to seven (7) prospective bidder**s; *in case of one (1) or less than the required number apply for eligibility and short-listing, pass the eligibility check, and/or the minimum score required in the short-listing, the BAC shall consider the same* who will be entitled to submit bids *manually*. The criteria and rating system for short-listing are:

Technical Proposal (70% passing rate):

1. Provider's relevant experience 40%
2. Qualification of the proposal personnel to be assigned 40%
3. No. of staff to be deployed for the project 20%

The prospective bidders must pass the required minimum score of **Seventy Percent** (**70%)** to be shortlisted. Failure of the Consultant to meet the specified requirement would result in **zero (0) rating** for the specific criterion.

6) Bidding will be conducted through competitive selection using non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of RA No. 12009.

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

7) The Philippine Economic Zone Authority shall evaluate bids to determine the Highest Rated Bid using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure. Procuring Entity shall indicate the weights to be allocated for the Technical and Financial Proposals. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

8) Short-Listing Documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through online submission on or before the date and time indicated in the **SDS.**

9) The contract shall be completed within completed within twelve (12) months upon issuance of the Notice to Proceed.

10) All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

11) The certification as to the current workload relative to capacity shall be made in accordance with the Instructions to Bidders in relation to TPF 5 therein.

12) The Philippine Economic Zone Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of RA No. 12009 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

13) For further information, please refer to:

ROWENA T. NAGUIT
Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 338
www.peza.gov.ph

ROWENA T. NAGUIT
Chairperson, Bids and Awards Committee

Section II. Short-Listing Documents

Notes on the Short-Listing Documents

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

No changes shall be made to the provisions contained in this Section. Additional information or requirements specific to each procurement shall be specified in the Short-listing Data Sheet (SDS).

1) Short-listing Criteria

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

a) Duly licensed Filipino citizens/sole proprietorships;

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

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

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

e) Persons or entities forming themselves into a joint venture, *i.e.,* a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%), **subject to the latest foreign investment negative list.** 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 Joint Venture Agreement (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 **SDS**.

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 **SDS**.

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

2) Eligibility Requirements

2.1 The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. The following eligibility requirements, together with the Short-listing Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 of this Section for purposes of determining eligibility of prospective bidders:

a) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.

b) Statement 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 procurement project, within the relevant

period provided in the **SDS which shall not exceed ten (10) years.** The statement shall include, for each contract, the following:

i) the name and location of the contract;
ii) date of award of the contract;
iii) type and brief description of Consulting Services;
iv) consultant's role (whether main consultant, or partner in a JV)
v) amount of contract;
vi) contract duration; and
vii) certificate of satisfactory completion or equivalent specified in the **SDS** issued by the client, in the case of a completed contract.

c) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

d) [*If applicable*] the JVA in case the joint venture is already in existence, or in the absence of a JVA, a duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.

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 or post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of the IRR, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

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. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with Filipino Consultants.

2.4 To facilitate the determination of eligibility, the BAC shall use the contents of the PhilGEPS electronic registry of manufacturers, suppliers, distributors, contractors, or consultants, in accordance with Section 20 of the IRR.

3) **Format and Signing of Short-listing Documents**

3.1 Prospective bidders shall submit their short-listing documents through their duly authorized representative on or before the deadline specified in Clause 5 of this Section.

3.2 The Short-listing 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 short-listing documents.

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

4) **Sealing and Marking of Short-listing Documents**

4.1 Prospective bidders shall enclose their short-listing documents described in Clause 2.1, in a sealed envelope marked "SHORT-LISTING DOCUMENTS."

4.2 The short-listing documents as indicated in the **SDS** 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 **SDS**;
d) bear the specific identification of this Project indicated in the **SDS**; and
e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of short-listing documents, in accordance with Clause 5.

4.4 Unsealed or unmarked envelopes or short-listing documents that cannot be opened or corrupted in case of online submission, as required in the Bidding Documents, shall be rejected. However, for manually submitted envelopes that are not properly sealed and marked as required in the Bidding Documents, the same shall be accepted; Provided, that the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for misplacement of the contents of the short-listing documents, or for its premature opening.

5) **Deadline for Submission of Short-listing Documents**

Short-listing documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through online submission on or before the date and time indicated in the **SDS.**

6) **Late Submission of Short-listing Documents**

Any short-listing documents submitted after the deadline for submission and receipt prescribed in Clause 5 of this Section 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 short-listing documents, the Bidder's name, its representative and the time the short-listing documents were submitted late.

7) **Modification and Withdrawal of Short-listing Documents**

7.1 The prospective bidder may modify its short-listing documents before the deadline for the submission and receipt of short-listing documents. For manual submission and receipt of short-listing documents, the prospective bidder shall not be allowed to retrieve its short-listing documents but shall be allowed to submit the modification to the short-listing documents equally sealed, properly identified, linked to its bid marked

as “SHORT-LISTING 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. For online submission, where bidders modify their short-listing documents, they shall not be allowed to retrieve their short-listing documents but shall only be allowed to submit the short-listing modification equally secured and properly identified, and it shall be labelled as a “modification” of the one previously submitted. The time indicated in the latest short-listing receipt page generated shall be the official time of submission. Short-listing documents submitted after the deadline shall not be accepted.

7.2 A prospective bidder may, in writing, withdraw its short-listing documents before the deadline for the submission and receipt of short-listing documents.

7.3 Short-listing 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 short-listing documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the short-listing 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 short-listing documents.

8) Opening and Preliminary Examination of Short-listing Documents

8.1 The BAC will open the envelopes containing the short-listing 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 **SDS**. The prospective bidders’ representatives who are present shall sign a register evidencing their attendance.

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

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

8.4 The short-listing 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 short-listing documents vis-à-vis a check 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 short-listing document required, it 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, it shall be considered eligible to participate in the bidding, and the BAC shall mark the set of short-listing 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 short-listing documents of the prospective bidder concerned as “ineligible.” In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9) Short-Listing of Consultants

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

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

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

10) Protest Mechanism

Decisions of the Procuring Entity at any stage of the procurement process may be protested to the HoPE; Provided that a prior request for reconsideration should have been filed by the party concerned to the BAC and the same has been resolved.

Section III. Short-listing Data Sheet

Notes on the Short-listing Data Sheet

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

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

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

a) Information that specifies and complements the provisions of the short-listing documents must be incorporated.

b) Amendments and/or supplements, if any, to the provisions of the short-listing documents as necessitated by the circumstances of the specific procurement, must also be incorporated.

Short-listing Data Sheet

Short-listing Documents	
1.2	**Consultancy Services Firm must have the following minimum requirements:** **I. Experience of the consultant:** • Has technical experience in maintaining, supporting, and implementing HRIS for at least three (3) government offices in the Philippines in the last ten (10) years from the date of submission of bid; • Must have competent full-time local staff that implements and supports the project. A list of these personnel and their CVs shall be submitted. • Has been in business for at least ten (10) years; **II. Service outputs of the project:** The service provider must have the following deliverables: • Customized Human Resource Management Information System (HRMIS); • Integration with existing biometric scanner machines, database/application server, and the required software for the integration; • Necessary management, user, and technical training on the generation of Management Reports, and user/processor training.
1.3	No further instructions.
2.1 (b)	The statement of all ongoing and completed government and private contracts shall include all such contracts within the last three (3) years prior to the deadline for the submission and receipt of short-listing documents.
2.1 (b) (vii)	In case of completed contracts, acceptable proof of satisfactory completion is as follows (for each contract): 1. Notice of Award; 2. Contract; 3. Certificate of Satisfactory Completion issued by the government/private agency or entity; and/or 4. Owner's Acceptance In case of unavailability of one or more of the foregoing documents, the equivalent document issued by the private entity shall be submitted. **Please refer to the attached Form of Statement of All Ongoing and Completed Government and Private Contracts*
4.2	Each prospective bidder shall submit one (1) original and one (1) copy of its eligibility documents.

	Submissions shall contain the following: a. The name of the contract to be bid; b. Bear the name and address of the prospective bidder; and c. Be addressed to the Procuring Entity's BAC; d. Bear the specific identification of the Project; and e. Bear a warning "DO NOT OPEN BEFORE …" the date and time for the opening of eligibility documents.
4.3 (c)	The PEZA's Bids and Awards Committee
4.3 (d)	Procurement for PEZA Human Resource Management Information System (HRMIS) (PEZA HO-2026-01).
5	The address for submission of short-listing documents is *on the 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City.* The deadline for submission of short-listing documents is **23 March 2026; 10:00 AM.**
8.1	The place of opening of short-listing documents is at the 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City. The date and time of opening of short-listing documents is **23 March 2026; 2:00 PM.**
9.1	Similar contracts shall refer to Human Resource Information Management System development or any Human Resource System.
9.2	Criteria for shortlisting: Technical Proposal (70% passing rate) • Provider's relevant experience 40% • Qualification of the proposal personnel to be assigned 40% • No. of staff to be deployed for the project 20%

Part II

Section I. Notice of Eligibility and Short-Listing

[Insert Date]

[Name and Address of Short-Listed Consultant]

Dear *[Addressee]*:

1) The *Philippine Economic Zone Authority* (hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from *[insert name of Funding Source]* (hereinafter called the "Funding Source") toward the cost of the **Procurement for PEZA Human Resource Management Information System (HRMIS) (PEZA HO-2026-01)**. The Procuring Entity intends to apply a portion of the funds in the amount of **Seventeen Million One Hundred Eighty-Seven Thousand Nine Hundred Thirty-Eight and 96/100 in Philippine Currency** to eligible payments under the contract for *[insert name of contract]* for which the Bidding Documents are issued.

2) The Procuring Entity now invites bids to provide the following Consulting Services for the redevelopment of the HRMIS to allow paperless and more efficient HR transactions and increase the efficiency of internal processes. More details on the services are provided in the Terms of Reference for the project.

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

4) This notice has been addressed to the following short-listed consultants:
[Insert list of short-listed consultants]

5) This invitation is non-transferable and may not be assigned to any other consultant.

6) The Bidding Documents may be acquired at the 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City during 8:00 a.m. to 5:00 p.m. upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos in Philippine Currency (PhP25,000.00).

7) The PEZA will hold a Pre-Bid Conference on **14 April 2026; 2:00 PM** at 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City and/or through videoconference/webcasting via Microsoft Teams meeting, which shall be open to all short-listed consultants.

8) Bid documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or online submission on or before **30 April 2026; 12:00 NN.**

Yours sincerely,

_____

ROWENA T. NAGUIT
Chairperson, Bids and Awards Committee

Philippine Bidding Documents

Republic of the Philippines

Procurement of PEZA Human Resource Management Information System (PEZA-HO-2026-01)

An initiative to upgrade PEZA's HR systems into a fully automated, integrated platform. It enhances accuracy, efficiency, and accessibility of HR services.

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. General 28

1) Scope of Bid 28
2) Source of Funds 28
3) Requirements Prior to Bidding 28
4) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 28
5) Conflict of Interest 30
6) Eligible Bidders 32
7) Bidder's Responsibilities 33
8) Origin of Associated Goods 35

B. Contents of Bidding Documents 35

9) Pre-Bid Conference 35
10) Clarifications and Amendments to Bidding Documents 35

C. Preparation of Bids 36

11) Language of Bids 36
12) Documents Comprising the Bid: Technical Proposal 36
13) Documents Comprising the Bid: Financial Proposal 39
14) Bid Currencies 39
15) Bid Validity 40
16) Bid Security 40
17) Format and Signing of Bids 42
18) Sealing and Marking of Bids 42

D. Submission and Opening of Bids 43

19) Deadline for Submission of Bids 43
20) Late Bids 43
21) Modification and Withdrawal of Bids 43

E. Evaluation and Comparison of Bids 44

22) Opening and Preliminary Examination of Bids 44
23) Process to be Confidential 45
24) Clarification of Bids 45
25) Bid Evaluation 45
26) Evaluation of Technical Proposal 46
27) Opening and Evaluation of Financial Proposals 47
28) Negotiations 47

29) Post Qualification 48
30) Reservation Clause 50
F. Award of Contract 50
31) Contract Award 50
32) Signing of the Contract 51
33) Performance Security 52
34) Notice to Proceed 53
35) Protest Mechanism 53

A. General

1) Scope of Bid

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

1.2 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.

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

2) Source of Funds

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.

3) Requirements Prior to Bidding

3.1 Consultants must familiarize themselves with the 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 9. 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.

3.2 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 4.1.

4) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

4.1 Unless otherwise specified in the **BDS**, 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 following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors 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 government, 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 RA No. 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

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede 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

b) 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Consultant recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

4.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 4.1(a).

4.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and

performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 52.

5) Conflict of Interest

5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (i) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other bidder;

c) A Bidder has the same legally authorized representative as that of another bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the bid of another bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid;

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

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

h) If a Bidder 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 Bidder includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder 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 Bidder selected to undertake the Project shall contain an appropriate provision to such effect; or

i) If there is a conflict among consulting projects, the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder shall not be recruited for the relevant project. The duties of the Bidder depend

on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Bidder cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Bidder. Examples of the situations mentioned are when a Bidder 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 Bidder assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Bidder hired to prepare the Terms of Reference (TOR) for a project shall not be recruited for the project in question.

5.2 All Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the Head of the Procuring Entity (HoPE), Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit, or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat, and the project consultants.[4]

5.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship 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. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager, or chief executive officer;

d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

[4] Section 81.1 of the IRR.

5.4 Subject to the provisions of **ITB** Clause 5, any previous or ongoing participation by the Bidder, 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. The Bidder should clarify their situation in that respect with the Procuring Entity before preparing its bid.

5.5 Bidders 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 laws, rules, and regulations, such as those of the Civil Service Commission.

5.6 Fairness and transparency in the selection process require that all Bidders have an equal opportunity to compete, and that no Bidder derives an unfair advantage from having previously provided consulting services related to the Project. To uphold fairness, the Procuring Entity shall ensure that all information which could provide a competitive advantage is disclosed equally to all short-listed Consultants, together with the Bidding Documents.

6) Eligible Bidders

6.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Consulting Services, the following persons shall be eligible to participate in this bidding:

a) Duly licensed Filipino citizens or sole proprietorships;

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

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

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, That Filipino ownership or interest of the JV concerned 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 Joint Venture Agreement (JVA); Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

6.2 Foreign Bidders may be eligible to participate if local consultants do not have sufficient expertise, capability, and capacity to render the services required under the project, as determined by the HoPE, in accordance with Section 52.4.3.3 of the IRR.

6.3 GOCCs may be eligible to participate 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.

7) Bidder's Responsibilities

7.1 The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in **Section VII.** PBD Related Forms as required in **ITB** Clause 12.2(e).

7.2 Before submitting their bids, the Consultants are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts, and regulations of the Philippines which may affect this Project in any way.

7.3 The Consultant undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

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

d) Complied with the responsibility to inquire or secure Supplemental Bid Bulletin(s) as provided under ITB Clause 9.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or local government units (LGUs), including foreign government, or foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured 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) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured 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, to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Sections 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Consultant undertook the responsibility 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, the Consultant 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 RA No. 12009 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 (OSHS) to correct deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the 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;

k) Ensured 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;

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (a) the location and the nature of this Project; (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 this Project; and

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, is correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

7.4 Further, the Consultant shall bear all costs associated with the preparation and submission of its 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.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

7.5 Furthermore, the Consultant should be aware that the Procuring Entity will accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

8) 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.

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Consultant's questions on the technical and financial components of this Project.

9.2 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 short-listed Consultants.

9.3 Consultants are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Consultant will in no way prejudice its bid, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded and the corresponding minutes 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.

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

10) Clarifications and Amendments to Bidding Documents

10.1 Short-listed Consultants may request for clarification on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or through the electronic mail indicated in the **BDS** or through the electronic bidding facility in the modernized PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall 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.

10.3 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.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those 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 accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) 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. The Consultant shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Consultant's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical Proposal

12.1 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 Bidder.

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.

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

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

b) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.

c) Bid security as prescribed in ITB Clause 16, and validity period under ITB Clause 15.

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

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

ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality or effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that the work required to implement any such improvements is included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as counterpart staff,

office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the Project.

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

iv) An organization chart of the key and support staff indicating their tasks in the project using TPF 5. Team Composition and Task.

v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.

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

1. is proposed for a domestic position but is not a Filipino citizen;
2. failed to state nationality on the CV; or
3. the CV is not signed in accordance with paragraph (v) above.

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

viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.

e) Omnibus Sworn statement[5] and using the form prescribed in Section VII. Philippine Bidding Document .

[5] Section 54.3 of the IRR.

13) Documents Comprising the Bid: Financial Proposal

13.1 All information provided in the Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted manually or through online submission using the format shown in the Financial Proposal Forms.

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

13.3 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.

13.4 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.

13.5 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.

13.6 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, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

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

14) Bid Currencies

14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies, which shall be tradeable or acceptable by the *Bangko Sentral ng Pilipinas* (BSP), shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.[6]

14.2 If so allowed in accordance with **ITB** Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

[6] RA No. 8183, An Act to Assure Uniform Value to Philippine Coin and Currency.

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

15) Bid Validity

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

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. The bid security described in **ITB** Clause 16 should also be extended corresponding to the extension of the bid validity period at the least. Consultants, however, shall have the right to refuse to grant such extension without forfeiting their bid security. A Consultant granting the request shall not be required or permitted to modify its bid.

16) Bid Security

16.1 The Consultant, at its option, shall submit a bid security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)
b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	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.	Five Percent (5%)
d) Bid Securing Declaration	Percentage not applicable

The bid security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

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

16.3 In no case shall the bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the Consultant is required to extend its bid validity for grounds as provided in the IRR, the Consultant may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement for its bid security; Provided, That the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the bid security of the successful Consultant will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 16.2.

16.5 The bid security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:

a) if the 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 13.7;

iii) Has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 28.2;

iv) Submits eligibility requirements containing false information or falsified documents;

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

vi) Allows the use of one's name, or uses the name of another for purposes of participating in any procurement activity;

vii) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses 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) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor;

xi) Commits other acts that tend to defeat the purpose of the Competitive Bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching, and Limited Source Bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year, except for valid reasons; or

b) if the winning Consultant:

i) Fails to sign the contract in accordance with **ITB** Clause 32;

ii) Fails to furnish performance security in accordance with **ITB** Clause 33; or

iii) Any other reason stated in the **BDS.**

17) Format and Signing of Bids

17.1 Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. PBD Related Forms on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical proposal, including the eligibility requirements, and the second shall contain the financial proposal.

17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted.

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

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

18) Sealing and Marking of Bids

18.1 Consultants shall enclose their technical proposal, described in **ITB** Clause 12, in a sealed envelope marked “TECHNICAL PROPOSAL”, and the financial proposal in another sealed envelope marked “FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “BID”.

18.2 The bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Consultant or its duly authorized representative/s.

18.3 All envelopes shall:

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

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

c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18;

d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with **ITB** Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked as required in the Bidding Documents, the same shall be accepted; Provided, That the Consultant or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Consultant's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Consultants may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, and marked as a "modification" thereof, 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.

b) For online submission of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification, modify their bid, they shall not be allowed to retrieve their original bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Consultants may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Consultants may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Consultants that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

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

E. Evaluation and Comparison of Bids

22) Opening and Preliminary Examination of Bids

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

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

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

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

22.5 The Consultants or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

23) Process to be Confidential

23.1 The members of the BAC, its staff and personnel, the BAC Secretariat, and the TWG, as well as the Observers, are prohibited from making or accepting any communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of short-listed Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.

23.2 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 bid.

24) Clarification of Bids

From submission and receipt of bids until the approval by the HoPE of the ranking of short-listed bidders, those that have submitted their bids are prohibited from making any communication with any BAC member, including its staff and personnel, as well as its Secretariat and TWG, regarding matters connected to their bids. However, the BAC, through its Secretariat, may ask the Consultant in writing for clarification of its bid. All responses to requests for clarification shall be in writing.

25) Bid Evaluation

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

25.2 For complex or unique undertakings, such as those involving new concepts or 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.

25.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of proposals. The bid with the highest rank shall be identified as the HRB. 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.

25.4 All participating short-listed Consultants shall be furnished with the results of the evaluation, which shall reflect the ranking and total scores only, after the approval of 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.

26) Evaluation of Technical Proposal

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

26.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 12 and responsiveness to the TOR using the following criteria:

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

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

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

26.3 The BAC shall assign numerical weights, and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

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

a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 19);

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

c) the Consultant that submitted a bid or the Consultant that submitted a bid or any of its partners belongs to one of the conflict of interest cases as

described in ITB Clauses 5.1(a) to (i) 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.

27) Opening and Evaluation of Financial Proposals

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

27.2 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**.

28) Negotiations

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

28.2 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) Provision of the contract.

Except for meritorious reasons, negotiations with the Consultant shall be completed within ten (10) calendar days.

28.3 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. There should be no replacement of key personnel before the awarding of contract, except for any delay caused by the Procuring Entity, or 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. The BAC shall immediately consider negotiation with the next-ranked consultant if an unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has awarded, no replacement shall be allowed by the HoPE until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined

by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

28.4 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 made to maximizing the value offered by the Consultant within the available budget and to clearly defining the input required by the Procuring Entity to ensure satisfactory implementation of the Project.

28.5 The amount indicated in the financial proposal shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the financial proposal and the ABC as stated in the Bidding Documents" for quality-based evaluation procedure.

28.6 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 affix their initials in 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.

29) Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the HRB complies with and is responsive to all the requirements and conditions specified in the Short-listing Documents and **ITB** Clauses 12 and 13. The Consultant, within five (5) calendar days from receipt of notice from the BAC that it submitted the HRB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

29.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Consultant for award; Provided, That 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.

29.3 During post-qualification, the BAC shall verify and validate the veracity, authenticity, and validity of all the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership), and all the other statements made, and documents submitted by the Consultant with the HRB, using non-discretionary criteria, as stated in the Bidding Documents.

29.4 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days from the completion of the negotiation with the Consultant that submitted the HRB. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall it exceed thirty (30) calendar days.

29.5 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 HRRB and recommend to the HoPE the award of contract to the said Bidder at bid price or its negotiated price, whichever is lower, and subject to compliance with **ITB** Clause 31.3.

29.6 If the BAC determines that the bidder with the HRB fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

29.7 Immediately after the BAC has notified the first Consultant 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 Consultant with the second HRB. If the second Consultant passes the post-qualification and provided that the request for reconsideration of the first Consultant has been denied, the second Consultant shall be post-qualified as the Consultant with the HRB. 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 award, subject to the procedure of Notice and Execution of Award.

In case of post-disqualification of the Consultant with the HRB, the BAC shall be given the same fresh period to conduct the post-qualification of the next HRB until a Consultant is post-qualified or failure of bidding is declared based on Section 64 of the IRR.

29.8 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the HRRB and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

29.9 In case of approval, HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Consultant with the HRRB.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Consultant. A request for reconsideration may filed by the Consultant with the HoPE within three (3) calendar days from receipt of the notice of disapproval. The HoPE shall resolve with finality the request for reconsideration within seven (7) calendar days from the filing thereof and furnish the bidder a copy of the resolution immediately from its promulgation. In no case shall the request for reconsideration stay or delay the bidding process. However, the request for reconsideration must first be resolved before any award is made.

30) Reservation Clause

30.1 Notwithstanding the eligibility, short-listing, or post-qualification of a Consultant and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) 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.

b) 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.

30.2 Based on the following grounds, the HoPE or its duly authorized representative 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 or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the law or 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 government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

31) Contract Award

31.1 Subject to **ITB** Clause 29, the HoPE or its authorized representative shall award the contract to the Consultant whose bid has been determined to be the HRRB.

31.2 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.

31.3 Within ten (10) calendar days from receipt by the winning Consultant of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) SEC Certificate of Registration of the foreign corporation, or the SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate government agency or 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 33;

c) Signing of the contract as provided in **ITB** Clause 32.

32) Signing of the Contract

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

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

32.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

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

d) Performance Security;

e) Notice of Award of Contract; and

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

33) Performance Security

33.1 To guarantee the faithful performance of its obligations under the contract, the winning Consultant shall post a performance security, prior to the signing of the contract. Furthermore, the winning Consultant shall be required to update the performance security posted prior to the issuance of a contract amendment, if any.

33.2 Sectors enumerated under Section 76.1[7] of the IRR are allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

33.3 The performance security shall be in the form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less the Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a bank; *For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)
b) *Bank draft or guarantee or irrevocable Letter of Credit issued by a bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local 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%)

[7] Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

33.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Consultant is in default in any of its obligations under the contract.

34) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Consultant not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

35) Protest Mechanism

Decision of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the Philippine Economic Zone Authority. The identification number of the Contract is: **PEZA-HO-2026-01**
1.2	Procurement of PEZA Human Resource Management Information System (HRMIS) (PEZA-HO-2026-01)
1.3	The Project shall not be phased.
2	The Funding Source is: The Government of the Philippines (GoP) through *PEZA Corporate Operating Budget FY 2026* ***NOTE:*** *In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.*
4.1	No further instructions.
8	No further instructions.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on **14 April 2026; 2:00 PM** at 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City and through videoconferencing/web casting via Microsoft Teams Meeting.
10.1	The Procuring Entity's address is: *8th-10th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City* *Rowena T. Naguit, Chairperson, Bids and Awards Committee* *8851-3442 loc. 338* *bacsec@peza.gov.ph* *www.peza.gov.ph*
12.1(b)	The estimated number of professional staffs are: • Project Manager (1) • Business Analyst (at least 2) • Programmers (at least 4) • Quality Assurance Specialist (at least 2) • Database Specialist (at least 1) **Months required for the Project are 12 months.**
12.1(c)	The minimum required experience of proposed professional staff is as follows: 1. The **Project Manager** must have at least five (5) years of technical experience in IT project management, preferably involving HR or other enterprise systems;

	2. The **Systems/Business Analyst** must have at least two (2) years of experience as a Business Analyst, with a focus on implementing, enhancing, or supporting HRMIS solutions; 3. The **Programmers** must have at least two (2) years of software development experience and at least one (1) year of experience in the development of HRMIS/HRIS, ERP, payroll, or other enterprise systems; 4. The **Quality Assurance Specialist** must have at least two (2) years of experience in quality assurance and/or testing of enterprise applications and at least one (1) year of experience in HRMIS/HRIS, payroll systems, timekeeping systems, or ERP modules; and 5. The **Database Specialist** must have at least two (2) years of experience in database administration and/or database engineering for enterprise applications and preferably at least two (2) years of experience supporting HRMIS/HRIS, payroll, timekeeping, or other enterprise systems that handle sensitive employee data.
13.5	Taxes: The Consultant shall bear all applicable Philippine taxes, based on information from BIR regulations and other relevant government issuances.
13.7	*The ABC is **Seventeen Million One Hundred Eighty-Seven Thousand Nine Hundred Thirty-Eight and Ninety-Six Centavos (Php 17,187,938.96)**. Any bid with a financial component exceeding this amount shall not be accepted.*
14.1	The bid prices shall be quoted in Philippine Peso.
14.3	No further instructions.
15.1	Bids will be valid for 120 days from bid opening.
16.1	If the Funding Source is the GoP or WB: The Bid Security shall be in the form of a Bid Securing Declaration, and choose at least two (2) from any of the following: 1. The amount of not less than 343,758.78, if bid security is in cash; 2. The amount of not less than 343,758.78, if bid security is in cashier's check; 3. The amount of not less than 343,758.78, if bid security is in manager's check; 4. The amount of not less than 859,396.95, if bid security is in bank draft; 5. The amount of not less than 859,396.95, if bid security is in guarantee; 6. The amount of not less than 859,396.95, if bid security is irrevocable LoC; or 7. The amount of not less than 859,396.95, if bid security is Surety Bond.
16.2	The bid security shall be valid not exceeding 120 days from the date of opening of bids

16.3	In case of extension of bid validity and bid security validity period, substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used: a. Bank draft/guarantee or irrevocable LoC issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
16.5(b)(iii)	No further instructions.
18.2	No further instructions.
19	The address for the submission of bids is **8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City.** *Note: Should there be any changes in the location for the submission of Bids in view of PEZA's transfer of operations to its newly constructed Philippine Economic Zone Authority (PEZA) Business and Investment Center located at Roxas Boulevard corner San Luis Street, Pasay City, Metro Manila, the Procuring Entity shall issue the necessary Supplemental/Bid Bulletin to inform all shortlisted bidders* The deadline for the submission of bids is **30 April 2026; 12;00 NN.**
22.2	The place of the bid opening is 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City. The date and time of bid opening is **30 April 2026; 2:00 PM.**
23.1	No further instruction.
26.1	**Evaluation procedure for the Quality-Cost Based:** The following processes for the opening and evaluation of bids shall be adopted: a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in **ITB** Clause 26.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened. b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The exact weights shall be approved by the HoPE upon the recommendation of the BAC and indicated in the Bidding Documents. The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the HRB.

	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 HRB, the BAC shall, within three (3) calendar days, notify and invite the Consultant with the HRB for negotiation in accordance with **ITB** Clause 28.
26.3	The numerical weight and the minimum required St for each criterion are as follows:

Technical Criteria	**Weight**
I. Provider's Relevant Experience and Capability	**40%**
1. Years of experience in maintaining/ supporting/ implementing HRIS in the government and/or private projects	
• Less than 10 years: 7 %	
• 11 years to 15 years:10 %	
• More than 15 years:15 %	
2. Years of experience in the Information Technology business	
• Less than 10 years: 5 %	
• 11 years to 15 years: 7 %	
• More than 15 years: 10 %	
3. No. of HRMIS projects implemented in the government	
• Less than 3 HRMIS project: 7 %	
• 4-5 HRMIS project: 10 %	
• More than 5 HRMIS project: 15 %	
II. Qualification of the Proposal personnel to be assigned	**40%**
1. Project Manager qualification in handling IT projects ideally in HR and/or enterprise system	
• Less than 5 years: 3 %	
• 6 years to 10 years: 5 %	
• more than 10 years: 8 %	
2. Business analyst qualification on implementing, enhancing, or supporting HRMIS solutions	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	
3. Programmers qualification on software development, enhancing, or supporting HRMIS/ERP solutions	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	
4. Quality Assurance Specialist qualification on QA/testing experience for enterprise application/HRMIS/ERP solutions	

	• Less than 2 years: 3 %	
	• 3 years to 5 years: 5 %	
	• more than 6 years: 8 %	
	5. Database Specialist qualification in database administration/database engineering for enterprise applications	
	• Less than 2 years: 3 %	
	• 3 years to 5 years: 5 %	
	• more than 6 years: 8 %	
	III. No. of staff to be deployed for the project	**20%**
	• 10 pax: 10 %	
	• 11 pax to 15 pax: 15 %	
	• more than 15pax : 20 %	
	TOTAL WEIGHT	**100%**

The minimum St required to pass is **70%**.

The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 12.2.

27.1 The opening of Financial Proposals shall be on **11 May 2026; 2:00 PM** at the 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave., Pasay City.

Financial Proposals shall be opened in public.

NOTE: *The opening of Financial Proposals in public or otherwise depends on the evaluation procedure to be used by the Procuring Entity.*

27.2 **For Quality Cost Based Evaluation (QCBE***):* After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two (2) weeks after the notification date unless otherwise specified in **ITB** Clause 27.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 13 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 proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 14. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids. The lowest Financial Proposal (Fl) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below: Sf = 100 Í Fl/F Where: Sf is the financial score of the Financial Proposal under consideration, Fl is the lowest Financial Proposal, and F is the Financial Proposal under consideration. Using the formula S = St Í T% + Sf Í F%, the bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below: T _____*[From 0.6 to 0.85]*; and F _____*[From 0.15 to 0.4]*; provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0. **For Quality Cost Based Selection (QCBS):** *Adopt paragraphs 1, 2, and 4 of the provision for QCBE above and replace paragraph 3 thereof with the following:* The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 13 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 14. The Financial Proposal shall be deemed to *[include/exclude]* the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall *[include/exclude]* all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of the Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids.

28.1	The address for negotiations is 8th flr., Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City.
28.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
29.1	No additional requirements.
32.3(f)	Non-Disclosure Agreement (NDA)
33.2	Posting Performance Securing Declaration in lieu of performance security may be allowed in this Project.
33.3	The Performance Security shall be in the form: *[choose one from any of the following:]* 1. The amount of not less than PhP 859,396.95 or 5% of the total contract price, if **performance security is in cash**; 2. The amount of not less than PhP 859,396.95 or 5% of the total contract price, if **performance security is in cashier's check**; 3. The amount of not less than PhP 859,396.95 or 5% of the total contract price, if **performance security is in manager's check**; 4. The amount of not less than PhP 859,396.95 or 5% of the total contract price if **performance security is in bank draft**; 5. The amount of not less than PhP 859,396.95 or 5% of the total contract price if **performance security is in guarantee**; 6. The amount of not less than PhP 859,396.95 or 5% of the total contract price if **performance security is irrevocable LoC**; or 7. The amount of not less than PhP 5,156,381.69 or 30% of the total contract price if **performance security is Surety Bond**.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

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

TABLE OF CONTENTS

1) General Terms 65
2) Headings 65
3) Location 65
4) Law Governing Contract and Services 65
5) Governing Law and Language *65*
6) Consultants and Affiliates Not to Engage in Certain Activities 65
7) Authority of Member in Charge 66
8) Resident Project Manager 66
9) Entire Agreement 66
10) Modification 66
11) Relationship of Parties 66
12) Authorized Representatives 67
13) Good Faith 67
14) Operation of the Contract 67
15) Notices 67
16) Warranty as to Eligibility 67
17) Confidentiality 68
18) Payment 68
19) Currency of Payment 68
20) Liability of the Consultant 68
21) Insurance to be Taken Out by the Consultant 68
22) Effectivity to the Contract 68
23) Commencement of Services 68
24) Expiration of Contract 69
25) Force Majeure 69
26) Contract Amendment 70
27) Suspension 70
28) Extension or Adjustment of Contract Time 71
29) Liquidated Damages 71
30) Termination by the Procuring Entity 71
31) Termination by the Consultant 72
32) Procedures for Termination of Contracts 73
33) Cessation of Services 74
34) Payment upon Termination 74

35) Disputes about Events of Termination 75
36) Cessation of Rights and Obligations 75
37) Settlement of Disputes 75
38) Documents Prepared by the Consultant and Software Developed ..... to be the Property of the Procuring Entity 75
39) Equipment and Materials Furnished by the Procuring Entity 76
40) Services, Facilities and Property of the Procuring Entity 76
41) Consultant's Actions Requiring Procuring Entity's Prior Approval 76
42) Personnel 77
43) Working Hours, Overtime, Leave, etc. 78
44) Counterpart Personnel 78
45) Performance Security 79
46) Standard Performance 79
47) Consultant Not to Benefit from Commissions, Discounts, etc. 80
48) Procurement by the Consultant 80
49) Reports 80
50) Assistance by the Procuring Entity on Government Requirements 80
51) Access to Land 81
52) Accounting, Inspection and Auditing 81
53) Contract Cost 82
54) Remuneration and Reimbursable Expenditures 82
55) Final Payment 83
56) Lump Sum Contracts 83
57) Liquidated Damages for Delay 84

1) General Terms

In this contract, the following terms shall be interpreted as indicated:

1.0 The "Procuring Entity" means the organization engaging the services of a consultant or consulting firm, as named in the **SCC**.

1.1 The "Consultant" means the short-listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB and as named in the **SCC**.

1.2 "Funding Source" means the entity indicated in the **SCC**.

1.3 "Services" means the work to be performed by the Consultant, as provided in the **Appendix I**.

2) Headings

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

3) Location

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

4) Law Governing Contract and Services

4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws. For purposes of this Clause, "applicable laws" refer to laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.

4.2 The Consultant shall perform the Services in accordance with the applicable laws and shall take all practicable steps to ensure that the personnel of the Consultant, which are employed and assigned to the performance of the Services or any part thereof, complies with the applicable laws. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

5) Governing Law and Language

5.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

5.2 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. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

6) Consultants and Affiliates Not to Engage in Certain Activities

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be

disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

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

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

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

7) Authority of Member in Charge

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

8) Resident Project Manager

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

9) Entire Agreement

This Contract, including the Contract Agreement, Bidding Documents, Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted, Performance Security, Notice of Award of Contract, and other contract documents that may be required by existing laws and/or the Procuring Entity specified in **GCC** Clause 1.1, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10) Modification

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

11) Relationship of Parties

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

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12) Authorized Representatives

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

13) Good Faith

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

14) Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the effectivity 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 37 hereof.

15) Notices

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

15.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

16) Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it is eligible, *i.e*., has the legal personality to act as a consultant in accordance with Part I, Section II, Short-listing Documents issue for this project**.**

16.2 The Consultant shall perform its obligations under this Contract in accordance with the highest accepted professional standards and expertise. The Consultant shall exercise all reasonable skill, care, and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17) Confidentiality

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

18) Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 54 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.1 Subject to the ceilings specified in **GCC** Clause 54 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 54.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 54.4. Said remuneration shall not be subject to price adjustment.

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

19) Currency of Payment

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

20) Liability of the Consultant

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

21) Insurance to be Taken Out by the Consultant

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

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

22) Effectivity to the Contract

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

23) Commencement of Services

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

24) Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 30 or 31 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25) Force Majeure

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

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

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

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

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

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

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

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

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

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

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

25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 27 and 30 hereof with the exception of the direct and proximate result of force majeure.

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

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 37 hereof.

26) Contract Amendment

Changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project. In such cases, an equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the consultant in writing, using similar rates or unit prices in the contract, or if not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract; Provided, That the total increase in cost does not exceed twenty percent (20%) of the contract price.

Subject to GCC Clause 42.5, changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project.

27) Suspension

27.1 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) calendar days after receipt by the Consultant of such notice of suspension.

27.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 31, by written notice of suspension, suspend the

Services if (i) the Procuring Entity fails to deliver government-furnished equipment, resources, reports or data as stipulated in the contract; (ii) peace and order conditions make it extremely dangerous, if not impossible, to work; or (iii) delay in the payment of the Consultant's claim for progress billing beyond sixty (60) calendar days from the time the Consultant's claim has been certified by the Procuring Entity as being supported by complete documentation and a notice from the Consultant has been received by the Procuring Entity that such payment is overdue, unless there are justifiable reasons which shall be communicated in writing to the Consultant.

28) Extension or Adjustment of Contract Time

The adjustment or extension of contract time in Consulting Services shall consider both the elapsed time between the effective order suspending operation and the order to resume work in cases when the total suspension or the suspension of activities along the critical path is not due to the fault of the Consultant.

29) Liquidated Damages

When the Consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the Consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is rescinded or terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the Consultant, the Procuring Entity may rescind the contract. It then forfeits the Consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

30) Termination by the Procuring Entity

30.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

a) In case of breach of contract by the Consultant, or where 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, and such delay amounts to at least ten percent (10%) of the contract price;

b) In case of force majeure, or where 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 case of termination of contract for convenience, where there is a determination of existence of any of the following conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary: (i) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; (ii) the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies; (iii) Funding for the project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or (iv) any circumstance analogous to the foregoing;

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, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this Clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 4.1(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 37 hereof; or

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

30.2 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.

31) Termination by the Consultant

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

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) Substantial failure of the Procuring Entity to perform its obligations under the contract;

c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Contract;

d) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 37 hereof;

e) 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) calendar days; or

f) 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 37 hereof within eighty-four (84) calendar days after receiving written notice from the Consultant that such payment is overdue.

32) Procedures for Termination of Contracts

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

a) **Verification** - 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) **Notice to Terminate** - Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:

   i) That the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

   ii) The extent of termination, whether in whole or in part;

   iii) An instruction to the Consultant to show cause as to why the contract should not be terminated; and

   iv) Special instructions of the Procuring Entity, if any.

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

c) **Show Cause** - 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) **Rescission of Notice of Termination** - 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) **Decision** - 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.

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

g) **Take-over of Contracts** – If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement pursuant to Section 35(c) of RA No. 12009 and its IRR.

h) **Notice by Contractor or Consultant** – The Consultant must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

33) Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 30 or 31 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 38 or 39 hereof.

34) Payment upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 30 or 31 hereof, the Procuring Entity shall make the following payments to the Consultant:

a) remuneration pursuant to **GCC** Clause 54 hereof for Services satisfactorily performed prior to the effective date of termination;

b) reimbursable expenditures pursuant to **GCC** Clause 54 hereof for expenditures actually incurred prior to the effective date of termination; and

c) in the case of termination pursuant to **GCC** Clause 30.1(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.

35) Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 30.1 or in **GCC** Clause 31 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 37 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

36) Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 30 or 31 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 52.1 (b) and 52.1(c) hereof, any right which a Party may have under the Applicable Law.

37) Settlement of Disputes

37.1 Any dispute arising from the implementation of a contract covered by RA No. 12009 and its IRR shall first be resolved and settled amicably by mutual consultation or agreement.

37.2 Should the Parties fail to resolve their dispute or difference after thirty (30) calendar days, the parties shall resort to alternative dispute resolution (ADR) in accordance with RA No. 9285 or the "Alternative Dispute Resolution Act of 2004", RA No. 876 or the Arbitration Law, Executive Order No. 1008 or the Construction Industry Arbitration Law, and other pertinent laws, regulations, and issuances, as the case may be.

If the Parties resort to arbitration, either solely or in conjunction with other modes of ADR, the governing rules of procedure or the rules of arbitration between the parties shall be specified in the **SCC**.

38) Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

38.1 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**.

38.2 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.

39) Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant using funds from the Procuring Entity, shall be considered the property of the Procuring Entity and shall be properly marked as such. Upon termination or expiration of this Contract, the Consultant shall submit to the Procuring Entity an inventory of such equipment and materials and shall dispose the same 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 the same at the expense of the Procuring Entity in an amount equal to their full replacement value.

40) Services, Facilities and Property of the Procuring Entity

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

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

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

c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 53 hereinafter which should be within the agreed contract ceiling.

41) Consultant's Actions Requiring Procuring Entity's Prior Approval

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

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

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

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

42) Personnel

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

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

42.3 The Key Personnel listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

42.4 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 56.6.

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

42.6 Any of the Personnel provided as a replacement under **GCC** Clauses 42.5 and 42.7, 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.

42.7 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.

43) Working Hours, Overtime, Leave, etc.

43.1 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.

43.2 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.

43.3 If required to comply with the provisions of **GCC** Clause 46.1 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 53.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

44) Counterpart Personnel

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

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

44.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 53, hereof.

45) Performance Security

45.1 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 chosen by the Procuring Entity prescribed in the **ITB** Clauses 33.2 and 33.3.

45.2 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.

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

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

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

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

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

45.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction of the contract value, 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.

46) Standard Performance

46.1 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.

46.2 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 third parties.

46.3 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.

46.4 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.

47) Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 54 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 48 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 its Personnel and agents similarly shall not receive any such additional remuneration.

48) Procurement by the Consultant

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

49) 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.

50) Assistance by the Procuring Entity on Government Requirements

50.1 The Procuring Entity may assist the Consultant 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.

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

a) provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant 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, including its Personnel, 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.

51) 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 its Personnel.

52) Accounting, Inspection and Auditing

52.1 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 to 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.

52.2 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 30.1(e) and under the applicable laws, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

52.3 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 under applicable laws.

53) Contract Cost

53.1 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.

53.2 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.

54) Remuneration and Reimbursable Expenditures

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

54.2 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**.

54.3 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).

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

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

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

b) As soon as practicable and not later than fifteen (15) calendar 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 53.1 and 54 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) calendar 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**.

55) Final Payment

55.1 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.

55.2 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) calendar 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.

56) Lump Sum Contracts

56.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 34(c), 44.3, 54.2, 54.3, 54.4, 54.5, and 55.1, the provisions contained hereunder shall apply.

56.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 28.3 shall be provided by the Consultant at no additional cost.

56.3 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.

56.4 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.

56.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 32 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.

56.6 An equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the Consultant in writing using similar rates or unit prices as provided in **SCC**, or it not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract, provided that the total increase in cost does not exceed 20% of the contract price.

57) Liquidated Damages for Delay

When the consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the consultant, the Procuring Entity may terminate the contract. It then forfeits the consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is the Philippine Economic Zone Authority.
1.2	The Consultant is *[insert name of the short-listed consultant with the HRRB].*
1.3	The Funding Source is: The Government of the Philippines (GoP), through PEZA's Corporate Operating Budget CY 2026
6.2(b)	***NOTE****: It is essential that Consultants that advise Procuring Entities on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:* For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel 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 agrees 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	*If there is a resident project manager, state here:* The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in **GCC** Clause 8. *If there is no such manager, state:* Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: TERESO O. PANGA For the Consultant: _____ ***NOTE:*** *Name of authorized representative to be filled out by winning consultant prior to contract signing.*
15.1	The Procuring Entity's address for Notices is: 8th – 10th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City. The Consultant's address for Notices is: *[Insert address including, name of contact, fax and telephone number].*

	NOTE: *Contact details to be filled out by the winning consultant prior to contract signing.*
15.2	No further instructions
18.2	*State here Consultant's account where payment may be made.* ***NOTE:*** *Details of account are to be filled out by the winning consultant prior to contract signing.*
19	No further instructions.
20)	No additional provision*." [if the Consultant is a joint venture, state "*All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."] ***NOTE:*** *If the Parties wish to limit the Consultant's liability to the Procuring Entity, they should note that, to be acceptable, any limitation of the Consultant's liability should be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultant's liability should not be limited to less than (i) the estimated total payments to the Consultant under the Contract for remuneration and reimbursables, or (ii) the proceeds the Consultant may be entitled to receive from any insurance they maintain to cover such liability, whichever of (i) or (ii) is higher. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. In no case shall the Consultant's liability be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct. Consequently, the following provisions with respect to the Consultant's liability, which the Parties may introduce here in the SCC:* Limitation of the Consultant's Liability towards the Procuring Entity are as follows: a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

	b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. ***NOTE:*** *Provisions to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against third party claims are not acceptable, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.*
22	The effectiveness conditions are the following: None
24	The time period shall be *[insert length of time]* or such other time period as the parties may agree in writing. ***NOTE****: Fill out the time period, e.g., "four (4) months after the submission of the Consultant final report"*
37.2	*State here the governing rules of procedure or the applicable rules of arbitration between the parties; if none, state "Not applicable."*
38.1	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 are as follows: 1. Source Code of the system 2. Functional requirements documents 3. Manuals (technical and user manual) 4. System design documents 5. Other pertinent documents related to the deliverables 6. Other documents and please refer to the Section VI *[List here documents and software, stating restrictions on future use if any.]*
41(c)	The Consultant's actions requiring the Procuring Entity's prior approval are as follows: 1. Extension of project 2. Replacement of personnel
42.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
45.4(c)	*Specify additional conditions, if any, that must be met prior to the release of the performance security. Otherwise, state "*No further instructions*".*

53.1	The total ceiling amount in Philippine Pesos is *[insert amount]*. ***NOTE:*** *The contract amount is to be filled out by the BAC Secretariat prior to contract signing.*
53.2	*Select one, delete the other:* *If the Funding Source is GoP, maintain the ITB Clause and state here: No* further instructions. *If the Funding Source is a foreign government/foreign or international financing institution:* Payment shall be made in *[insert currency].*
54.2	No additional instructions. *Where price is not an evaluation criterion in the selection of consultant, e.g. QBS, the Procuring Entity must request the Consultant to submit certain representations about the Consultant's salary and related costs, which are then to be used by the Parties in negotiating the applicable remuneration rates. In this case, the text set forth below should be used.* It is understood that: 1) the remuneration rates shall cover: a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultant's average costs, as represented by the financial statements of the Consultant's latest three fiscal years; b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and c) the Consultant's fee; 2) bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and 3) any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known. The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges, as such representations are evidenced by: 1) the form "Consultant's Representations regarding Costs and Charges," dated *[Fill in the date of the Form properly executed by the Consultant]*, which was submitted by the Consultant to the Procuring Entity during such negotiation; and *[**NOTE**: The form to be prepared shall use Appendix VI as a basis and shall be attached as part of the Financial Proposal as Model Form I]*

	2) the form "Breakdown of Agreed Fixed Rates in Consultant's Contract," dated *[Fill in the date of the Form properly executed by the Consultant]*, which was executed by the Consultant at the conclusion of such negotiation. *[**NOTE**: A sample of such form is included as Appendix VII and shall be attached at the end of the SCC as Model Form II. The Consultant should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.]* Should these representations be found by the Procuring Entity (either through inspections or audits) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or if there are no further payments to be made by the Procuring Entity to the Consultant, the Consultant shall reimburse to the Procuring Entity any excess payment within thirty (30) calendar days from receipt of a written claim of the Procuring Entity. 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 this Contract. *Or* *Where price* is *an evaluation criterion, e.g. QCBS, the above representations are not required, and the provision set forth below shall be used.* It is understood that: 1) the remuneration rates shall cover: a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead; b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and c) the Consultant's fee; 2) bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and 3) any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity.

54.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening: 1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV; 2) the following transportation costs: a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class; b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed; c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV; 3) the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services; 4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV; 5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: [*insert amount]*; 6) the cost of shipment of personal effects up to *[insert amount]*;

	7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV; 8) the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV; 9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV; 10) the cost of items not covered in the foregoing, but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. ***NOTE**: Items that are not applicable should be deleted; others may be added.* The reimbursable expenditures in local currency shall be as follows: 1) a per diem allowance for each of the short-term foreign Personnel (*i.e.*, with less than twelve (12) months consecutive stay in the Government's country) for the first ninety (90) calendar days during which such Personnel shall be in the Government's country; 2) a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) calendar days during which such Personnel shall be in the Government's country; 3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV; 4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp 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; 5) the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 6) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 7) 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. ***NOTE**: Items that are not applicable should be deleted.*

54.5(a)	*Select one delete the other.* *If the Funding Source is the GoP, maintain the GCC Clause and state here:* No advance payment is allowed. *Or* *If the Funding Source is the WB, state the following.* The following provisions shall apply to the advance payment and the advance payment guarantee: a) An advance payment of *[insert amount]* in Philippine peso shall be made within *[insert number]* days after the Effective Date. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.
54.5(c)	The interest rate is: zero
56.6	*Select one, delete the other.* *If the Funding Source is the GoP, maintain the GCC Clause and state here the similar rates or unit prices mutually agreed upon by the Procuring Entity and the Consultant, or if not available, the applicable or current rates and prices to cover the amended or additional items in the consultancy contract, which does not exceed 20% of the contract price.* *If the Funding Source is the WB, state the following.* Changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project. These changes must be covered by a Contract Amendment, which must have the prior approval of the HoPE or his duly authorized representative. No Contract Amendment shall commence until after the approval of the Contract Amendment has been secured. The HoPE or his duly authorized representative shall act upon the request submitted by the end user unit for a Contract Amendment within ten (10) days from receipt of such request. The Consultant shall submit to the Procuring Entity changes to the contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines, or contract duration, as may be necessary. In case of Contract Amendment, an equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the consultant in

	writing, using similar rates or unit prices in the contract, or if not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract; Provided, That the total increase in cost does not exceed twenty percent (20%) of the contract price.

Section VI. Terms of Reference

I. RATIONALE

The Philippine Economic Zone Authority is committed to improve its systems and practices and HRMO competencies in line with the Civil Service Commission (CSC) Program to Institute Meritocracy and Excellence in Human Resource Management (PRIME HRM). In line with these efforts, PEZA seeks to deepen the penetration of IT in its HR processes for efficient delivery of administrative services to its most important resources, its people.

The World Bank, in its country report for 2019 – 2023 stated that a smart and future-ready civil service is one in which agencies are more agile and citizen-centric; more technology-enabled and automated; more enabling rather than controlling and regulating; focusing more on performance and results than on activities; where siloes and "turfing" are replaced by partnership and collaboration; where decisions are driven by data and evidence; and in which innovation, design thinking and risk management are routine and institutionalized. From a human resources management and organizational development (HRM&OD) perspective, what this means is that HR processes should be efficient and competency-based, with greater emphasis on merit and fitness in recruitment and promotion, and with a strong value-driven and ethical foundation.8 A civil service reformed along these lines will require investment in the human resources of the bureaucracy and the development of effective human resource frameworks and systems, and streamlining of processes. It will need to rely upon a capable and effective systems and processes and a cohort of HRM professionals.

The Human Resource Development Department (HRDD), together with the Administrative Services Division (ASD) of the public economic zones are expected to lead the initiatives to strengthen the HR systems of PEZA. However, they are still currently utilizing outdated tools, the existing HRMIS system has very limited features, it can only generate the payroll for Head Office employees and does not allow employees access to salary information. Most processes are manually done from 201 filings; updating of service record; leave without pay report generation; computation of employees' salaries; overtime pay; and deductions on taxes; loans, and government-mandated contributions i.e, GSIS, PAG-IBIG, PHILHEALTH for regular employees. This has proven to be costly in the long run due to the time needed to accomplish all these processes manually, it is also causing delays in the processing of information necessary for the performance of key functions of HRDD / ASD.

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8 *The notion of a "smart and future ready civil service" comes from the CSC itself and the definition in this paragraph draws on the outputs of an internal CSC brainstorming session and a workshop held in January 2019.*

Thus, it is necessary to upgrade the current HRMIS, timekeeping and payroll systems to a fully automated and integrated one. An automated and integrated system will not only hasten the delivery of service but will also attain the targets set in the 2023 – 2028 Strategic Plan of PEZA.

II. OBJECTIVE

The PEZA Integrated Human Resources Management Information System is a web-based application that manages various HR processes in a centralized system. It aims to cover Applicant Tracking System (ATS); HR 201 management; compensation and benefits administration; time and attendance; training; performance management; leave management; reports generation; and employee self-service portal. It is envisioned to assist the Agency in facilitating seamless integration of all HR processes.

Specifically, the PEZA Integrated HRMIS aims the following:

a. Easy storage and accessibility of all employee records;
b. Provide one robust system to meet the daily needs of HR and position budgeting functions;
c. Provide accurate information about human resource and their functioning and relevant environmental factors;
d. To provide managers the capability to easily access and track information about their employees.
e. To implement an on-demand, real-time analytics reporting tool, reported by users to be easy to use.
f. Utilize existing biometric system for timekeeping and attendance;
g. Automate the process of leave administration;
h. Provide an automated and centralized payroll processing system;
i. Reduce the redundancy and paperwork in the processing of payroll;
j. Streamline the procedure to lessen unnecessary losses;
k. Resolve the never-ending conflict of non-remittances to the GSIS, Pag-ibig, PHIC, and BIR;
l. Automate the Recruitment Selection and Promotion process; and
m. Enable to process employees' salaries on time, anywhere and anytime which will promote efficient and transparent processing of all government employee wages and salaries.

III. SCOPE AND COVERAGE

A. The HRMIS shall consist of the following modules:

a. **Portal System / Employee Kiosk** - This module shall allow employees to access/manage (subject to restrictions) their data. Requests or applications for leaves, training records, service record, personal data sheet, SALN, official business / travel authority, clearance, application for retirement / resignation can be filed through this module. After approval, these are then immediately saved into the system.

b. **Recruitment, Selection and Placement Module** - This module handles all the organization's recruitment needs. It tracks the Personnel Request Form (PRF), candidate information, assessment and evaluation conducted by HR, compliance to pre-employment requirements, background checking, issuance of appointments, DBM-approved plantilla, onboarding / deployment and various HRDD and other government HR forms (i.e. Personal Data Sheet (PDS), work experience sheet (WES) etc. It should be able to generate statistics on personnel complement to help guide in decision making and planning of activities.

c. **Payroll Module** - Automates the pay process of employees based on the salaries, bonuses, benefits, allowances, deduction updates from loans, etc. Payroll computation shall be based on attendance, overtime and available leaves of a certain employee. The module should be able to compute government mandated deductions such as GSIS, Pagibig, Philhealth, taxes and contribution to the provident fund.

d. **Training and Development Module** - Learning and development is a key element when it comes to employee management. This module allows HR to track the qualification, certification, and skills of the employees, as well as an outline of available courses for employees. The system should be able to generate the training calendar, allow employees to register for training, send out pre and post training requirements

e. **Time and Attendance Module and Leave Management** -This module gathers time and attendance data from employees. Using the existing biometric machines, the time logs of employees are uploaded into the system, which shall be the basis in the printout and generation of Daily Time Records. Also, the Attendance and Leave Monitoring Module shall enable the automatic computation of leave credits based on the attendance logs

f. **Reporting & Analytics.** Creation and generation of automated HR reports such as absence, performance, training, and more.

Analytics involves the analysis of this data for better-informed decision-making

g. **Performance Management Module**. This module is a structured digital system designed to support organizations SPMS, planning, monitoring, assessing, and improving employee performance. It ensures alignment between individual goals, departmental objectives, and the organization's strategic direction.
h. **Rewards and Recognition Module**. This module is designed to systematically acknowledge and reinforce positive employee behaviors, achievements, and contributions that support organizational goals. It provides a structured, transparent, and data-driven approach to managing recognition initiatives across all departments.

B. HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS) AND SERVICES

I. General HRMIS Technical and Functional Requirements

1. The system shall be accessible using popular web browsers.
2. The system shall be accessible from internal locations (i.e. inside the office) and external locations (i.e. outside of the office such as those working-from-home).
3. System shall allow for client-customizable workflows, approval matrices, business rules, reports, and templates to comply with internal control requirements, Quality Management System standards, and government and regulatory requirements.
4. The system shall allow for the preparation and generation of comprehensive regular reports and flexible ad-hoc reports.
5. The system shall provide audit trails for all transactions, processes, and user interactions.
6. The system shall be able to accept all common file formats such as images (e.g. jpg, png, tif, bmp, gif), documents (e.g. docx, pptx, xlsx, pdf, odt, odp, ods, txt, rtf, csv), multimedia files (e.g. mp3, wav, avi, mp4, mkv, mov), and archive (zip, 7z).
7. The user shall be able to download all common file formats such as images (e.g. jpg, png, tif, bmp, gif), documents (e.g. docx, pptx, xlsx, pdf, odt, odp, ods, txt, rtf, csv), multimedia files (e.g. mp3, wav, avi, mp4, mkv, mov), and archive (zip, 7z).
8. The system shall allow for the creation by the client of unlimited user accounts with varying, client-defined, role-based user permissions.
9. The system shall be able to provide previews, as appropriate, for uploaded image files, document files, and multimedia files.

10. The system shall be able to import and export of data from and to common document formats such as xlsx, csv, docx, and pdf.
11. The system shall allow uploading and archiving of all historical and current employee records using batch processing tools and methods.
12. The system shall allow users to upload, search, retrieve, edit, view, download, and delete any records or files and in accordance with the assigned user permission.
13. The system shall highly secure following industry-accepted standards and methods; the system shall be able to provide strict security control features, edit, and validation rules for all input, update, and deletion transactions. The system shall be able to provide approver for each module.
14. The system passed the vulnerability assessment penetration test
15. The system shall be able to define access rights.

II. Portal System/Employee kiosk

1. The system is able present a customizable dashboard based on the needs of the user.
2. The system shall allow the employee to view his / her records such as but not limited to the following:
   2.1. General Information
   2.2. Payroll Information (e.g., Salary, Deductions, Loan Status)
   2.3. Pay slips
   2.4. Leave Balances
   2.5. Daily Time Record
   2.6. Service Record
   2.7. Personal Data Sheet
   2.8. SALN
3. System shall be able to accommodate online application for personnel transaction, such as but not limited to:
   3.1. Employee personal and work profiles
   3.2. Employees training records
   3.3. Employee discipline records
   3.4. Attendance
   3.5. Benefits records
   3.6. Leave application records
   3.7. Overtime summary
   3.8. Loan transaction records and details
   3.9. Payroll information (Pay slips, deductions or any payroll related)
   3.10. Available leave credits
   3.11. Change of schedule
4. Allow online application/Self Service Portal of the following
   4.1. Application of attendance related transactions
   4.2. Leave application with capability to attach supporting documents

4.3. Change shift or schedule management
4.4. DTR correction
4.5. Overtime application
4.6. Official Business/Travel Order
4.7. Compensatory Time Off (CTO)
4.8. Certificate of Employment
4.9. Service Record
4.10. Viewing or editing of personal information/PDS
4.11. Application of Loans like but not limited to GSIS, PROVIDENT Fund, PAGIBIG and others
4.12. Certificate of Contributions
4.13. Travel Authority
4.14. Monetization of Leave Credits-(50% of all accumulated leave or 10-30 days of VL)
4.15. ID request or replacement
4.16. Employee Clearance.
4.17. Training request
4.18. Update of employee information
4.19. Other request by the employee
4.20. Filling of SALN
4.21. Application for Retirement and / or Resignation

5. System shall be able to handle multiple levels of approvals of each request (at least 2 level approval) and can be setup by the agency
6. Managerial Self Service
   6.1. Facility to approve and disapprove records of his/her subordinate request
   6.2. Facility to view attendance of his/her subordinates
   6.3. Manpower request thru PRF
7. The system should be capable of notifying the designated employee, approvers of any pending applications or transaction.
8. The system is capable of capturing employee feedback and suggestion thru form
9. System shall provide online biometrics that can be access by certain area with additional security features.
10. System shall provide a field where employees can enter their accomplishments for the day and can generate a Monthly Accomplishment Report in a templated format.
11. The system is able to provide and upload the following manual or FAQ
    11.1. Memo/guidelines
    11.2. CSC guidelines
    11.3. DBM guidelines
    11.4. Other government guidelines
    11.5. How to use the system
    11.6. Previous Office and Special Orders
12. The system is able to provide different user role like but not limited to the following
    12.1. Employee
    12.2. Manager

12.3. Administrator
12.4. Super administrator
12.5. COA

III. Recruitment, Selection and Placement Module

1. Personnel Requisition

1.1. The system shall be able to encode personnel request using the MDR-registered Personnel Requisition Form (PRF) and generate it using the same.

1.2. System shall be able to search and generate list of approved PRFs with report generation feature, such as but not limited to:

- per year, per month;
- per cluster;
- per unit/dept;
- Other user-defined statistics

1.3. The system shall have the capability to search and generate a list of published vacant positions based on their approved PRFs with report generation feature, such as but not limited to:

- Per position title in accordance with the approved PEZA plantilla;
- per year;
- per cluster;
- per unit/department;
- Other user-defined statistics

1.4. Tagging of status of PRFs and with report generation capability, such as but not limited to:

- Published;
- Hold;
- Deferred;
- For checking/confirmation of availability of plantilla (for permanent/coterminous positions);
- For checking/confirmation of availability of approved personnel budget/funds (for permanent, coterminous, contractual);
- For discussion/clarification with requesting unit;
- Other user-defined statistics

2. Submission of Job Applications

2.1. Online portal for external or internal applicants for the submission of applications.

2.1.1. Generation of shareable link shall be available for the posted vacancies.

2.1.2. The portal shall be able to display/show the following details:

- Date of Publication;
- Position title of Job Vacancies;
- Salary Grade (SG);

- Qualification Standards (QS) of the position;
- List of requirements for submission to HRDD;
- Deadline of submission of applications

2.1.3. The online portal for external or internal applicants shall have a designated section/field for manual typing of details and generate the same in accordance with the following CSC-prescribed forms:

- CSC Form No. 212 – Personal Data Sheet revised 2017
- CSC Form No. 212 Attachment – Work Experience Sheet

Note: The instructions cited in the CSC-prescribed forms must also be incorporated in the system so that the applicants.

2.1.4. The sections/fields designated for the uploading of documents must be required fields and the system shall prompt applicant that their application will not proceed if they have deficient document (notification must also be sent through their registered email address).

2.1.5. Section/field for uploading of primary application documents must be available. HRDD will check first the submitted documents before sending application status/notification to the applicant (notification must also be sent to the applicant's registered email address). System shall have a customizable feature for adding, editing, sections/fields for uploading required documents since application documents varies from time to time depending on issuances based from CSC/recruitment citizen's charter, such as but not limited to:

- Application Letter (specifying the position, plantilla Item number and place of assignment)
- Updated Resume with picture
- Certified True Copy of Transcript of Records (TOR)
- For Supervisory/Executive/Managerial positions, Master's degree TOR must be uploaded
- Certified True Copy of Diploma
- For Supervisory/Executive/Managerial positions, Certificate in Leadership & Management from CSC (CPRO) and/or Master's degree diploma must be uploaded
- Certificate of Employment
- Memorandum of Agreement or Contract (for applicants with Job Order and/or Contract of Service employment)

- Training Certificates
- Copy of Valid PRC/IBP/Driver's license (if applicable)
- Eligibility
- Performance Rating/IPCR
- Electronic signature
- Passport-sized picture
- Note: The original copies of the uploaded documents must be available upon request of HRDD when shortlisted applicants will proceed in the next recruitment process.

Note: The original copies of the uploaded documents must be available upon request of HRDD when shortlisted applicants will proceed in the next recruitment process.

2.2. The system shall automatically send an acknowledgement email to applicant pertaining to the position that he/she applied for and shall have a customize option for prompt message.
2.3. Shall have prompt message if application submitted is beyond the prescribed deadline. Shall have a customize option for prompt message.
2.4. The system shall have customizable start and end date for publication of position. Only those application with complete documents received during the set start and date of publication will be accepted.
2.5. Shall have an Applicant Tracking System/Monitoring with search and report generation feature, such as but not limited to:

2.5.1. Date of approved PRF received;
2.5.2. Date application submitted by the applicant;
2.5.3. Source (e.g. Jobstreet, PEZA website, CSC website, Referral, others);
2.5.4. Internal or External applicant option;
2.5.5. Position applied for;
2.5.6. Unit/Zone applied for;
2.5.7. Evaluated by;
2.5.8. Classification of Application Status, such as but not limited to:

- For screening;
- Passed QS;
- Failed QS;
- Incomplete requirements;
- For exams and interview of HRDD;
- Failed exams;
- For background checking;

- Failed background checking;
- For HRMPSB interview;
- Failed HRMPSB interview;
- For submission of requirements;
- For Appointment preparation;
- For onboarding/deployment;
- Cancelled/Withdrawn application;
- For pooling;
- Other user-defined statistics

2.6. The Applicant Tracking System/Monitoring shall have search and report generation capability, such as but not limited to:

- Per year, per month;
- Per cluster;
- Per unit/dept.;
- Passed or failed applicants;
- Other user-defined statistics

3. Assessment and Evaluation of Applications

3.1. The system shall have table intended for the PEZA Qualification Standards (QS). The same shall be editable, with search and report generation feature, such as but not limited to:

- Position Title;
- Salary Grade (SG);
- Education;
- Relevant experience required;
- Training hour required;
- Eligibility required

3.2. The system must be able to notify the shortlisted applicants for initial interview and examination schedule. Notification must also be sent through email; shall have a customize option for message.

3.3. The system shall be able to notify applicants who failed the examination and interview. Notification must also be sent through email; shall have a customize option for message.

3.4. The system shall be able to notify applicants who passed the exams, initial interview, background checking and that they would proceed to the next recruitment process. Notification must also be sent through email; shall have a customize option for message.

3.5. The system shall be able to notify applicants the results of the Appointing Authority's decision on the position that he/she applied for. Notification must also be sent through email; shall have a customize option for message.

4. Compliance to Pre-Employment Requirements

4.1. The system shall be able to track progress of compliance to pre-employment requirements of applicants and shall be able to specify the lacking requirement/s. The date of completion of requirements shall also be reflected.
4.2. The system shall have a section/field where the pre-employment requirements and application requirements of successful applicant shall be uploaded. Migration of requirements to 201 file once successful applicant has been deployed.

5. Background Checking /Investigation

5.1. The system must be able to have a section/field where shortlisted applicants will accomplish the authorization letter template provided by HRDD, such as but not limited to:

- Date the authorization letter accomplished;
- Name of applicant;
- Name/Position title of character references;
- Cellphone number of character references;
- Email address of character references;
- E-signature of applicant

5.2. The system shall be able to have customizable fields for the required information needed when conducting a background check, such as but not limited to:

For applicants with work/employment experience:

- Background checking for HR;
- Background checking for Immediate Supervisor;
- School records verification
- Background checking for immediate supervisor from previous
- OJT/internship
- Background checking for thesis adviser;
- School records verification

5.3. The system shall be able to generate a shareable link where references can answer the required information when conducting a background check.
5.4. The system shall be able to generate reports, such as but not limited to:

- Applicants with ongoing background investigation;
- Applicants who passed the background investigation;
- Applicants who failed the background investigation.

6. Appointments

6.1. The system shall be able to create/edit and generate an appointment paper using the prescribed and updated CSC form.

6.2. The system shall be able to create/edit and generate Reports on Appointments Issued (RAI) using the prescribed and updated CSC form, such as but not limited to:

- Dates issued/effectivity (pertaining to Appointment issuance)
- Last name;
- First name;
- Name extension (Jr./III);
- Middle name;
- Position title (include parenthetical title if applicable);
- Item No.;
- Salary/Job/pay grade;
- Salary rate (Monthly);
- Employment Status;
- Period of Employment (for Temporary, Casual, Contractual appointments) (mm/dd/yyyy to mm/dd/yyyy);
- Nature of appointment;
- Date indicate period of publication (mm/dd/yyyy to mm/dd/yyyy);
- MODE (CSC Bulletin of Vacant Positions, Agency Website, Newspaper, etc.);
- V- Validated; INV – Invalidated; N – Noted;
- Date of Action (mm/dd/yyyy);
- Date of Release (mm/dd/yyyy);
- Agency Receiving Officer

6.3. The system shall be able to search, track, and generate report on appointment papers issued per employee throughout his/her employment with PEZA, with details such as but not limited to:

6.3.1. Name of Appointee;
6.3.2. Position title;
6.3.3. Salary Grade (SG) and Step;
6.3.4. Salary;
6.3.5. Employment Status;
- Contractual;
- Permanent;
- Temporary;
- Coterminous;
- Coterminous (primarily confidential)

6.3.6. Effective date of appointment paper;
6.3.7. Authorized signatories of the appointment paper issued
6.3.8. Validated or Invalidated;

6.3.9. Nature of Appointment:

- Original;
- Promotion;
- Transfer;
- Reappointment;
- Reemployment;

7. Plantilla

7.1. The system shall be able to search, view and generate reports and/or list, such as but not limited to:

7.1.1. All filled plantilla (PEZAwide, per cluster/unit/dept, per position);
7.1.2. All vacant plantilla (PEZAwide, per cluster/unit/dept, per position);
7.1.3. All vacant and/or filled plantilla based on employment status (coterminous, coterminous primarily confidential and permanent plantilla)
7.1.4. Other user-defined statistics

7.2. The system shall be able to synchronize the following details from the 201 modules into the plantilla module:

7.2.1. Authorized salary;
7.2.2. Highest educational attainment;
7.2.3. Eligibility;
7.2.4. Date of Original appointment;
7.2.5. Date of Regularization;
7.2.6. Date of Last Promotion;
7.2.7. Vice Employee/Previous incumbent;
7.2.8. Nature of vice employee/previous incumbent's appointment;
7.2.9. Vice employee/previous incumbent's effectivity
7.2.10. The system shall be able to generate the existing PEZA plantilla details.

8. Onboarding/Deployment

8.1. The system shall be able to search, view, and generate a report/list of newly hired employees, such as but not limited to:

8.1.1. Name of newly hired employee;
8.1.2. Position title;
8.1.3. Salary Grade (SG);
8.1.4. Salary based on salary schedule
8.1.5. Place of Assignment;
8.1.6. Nature of appointment;
8.1.7. Assumption date;

8.1.8. Orientation date;
8.1.9. HRMO conducted orientation;
8.1.10. Renewal months (if contractual)

8.2. The system shall be able to notify employees of newly hired employees monthly through their employee portal with the following information:

8.2.1. Picture of newly hired employee
8.2.2. Name of newly hired employee;
8.2.3. Place of Assignment;
8.2.4. Date Hired

8.3. The system shall be able to notify employees of promotion and regularization of employees monthly through their employee portal with the following information:

8.3.1. Name of promoted and/or regularized employee;
8.3.2. Place of assignment;
8.3.3. Effective date of promotion and/or regularization

8.4. The system shall be able to tag, generate, and track the compliance of pre-deployment requirements of appointees. To provide notification on their employee portal of their lacking pre-deployment requirements:

8.4.1. Pre-Deployment Requirements for New Hires

- Pre-Deployment Briefing Form;
- Certification of Assumption to Duty;
- Oath of Office;
- Position Description Form (PDF);
- Statement of Actual Duties and Responsibilities (SADR);
- New Employee Coaching Form;
- *Employee Commitment on the Use of ICT Assets;
- *Sworn Statement of Assets, Liabilities and Net Worth (SALN);
- *GSIS Member Information Sheet;
- *Philhealth PMRF;
- *PEZAEA Membership Form;
- *ID Transmittal;

8.4.2. Pre-Deployment Requirements for Promotion and/or Regularization

- Appointment Paper;
- Certification of Assumption to Duty;
- Oath of Office;
- Position Description Form;
- Statement of Actual Duties and Responsibilities (SADR)

9. Various HRDD and Other Government-Issued Forms

9.1. The system shall be able to store, edit, view, and print forms of the following, such as but not limited to:

9.1.1. Personal Data Sheet (PDS)
9.1.2. Work Experience Sheet;
9.1.3. Appointment Paper;
9.1.4. Position Description Form (PDF);
9.1.5. Statement of Assets, Liabilities and Net Worth (SALN);
9.1.6. Application for Leave;
9.1.7. Individual Performance and Commitment and Review
9.1.8. Form (IPCR);
9.1.9. New Employee Coaching Form;
9.1.10. Personnel Requisition Form (PRF);
9.1.11. Statement of Actual Duties and Responsibilities (SADR);
9.1.12. Official Business Slip
9.1.13. PEZA and CSC Clearances
9.1.14. Membership and Loan Forms (GSIS, Philhealth, PAG- IBIG)
9.1.15. Training Report;
9.1.16. Training Effectiveness Form;
9.1.17. ID Transmittal;
9.1.18. Notice of Salary Adjustment (NOSA);
9.1.19. Notice of Step Increment (NOSI);
9.1.20. Special Order;
9.1.21. Administrative Order;
9.1.22. Office Order;
9.1.23. Certificate of Employment;
9.1.24. Certificate of Employment with Compensation;
9.1.25. Certificate of Employment with No Pending Administrative Case;
9.1.26. Other applicable government issued forms

10. Personnel Complement/Statistics

10.1. The system shall be able to search and generate report and/or list of the following personnel statistics, such as but not limited to:

10.1.1. Employees' First day in PEZA;
10.1.2. Employees per cluster/unit/dept/office;
10.1.3. Number and/or List of male and female per cluster/unit/dept;
10.1.4. Number and/or List for rank and file, supervisory, executive/managerial employees per cluster/unit/dept;

10.1.5. Number and/or List of employees per employment status (contractual, permanent, coterminous, coterminous (primarily confidential), contract of services) employees per cluster/unit/dept;
10.1.6. Number and/or List of Officers-In-Charge per cluster/unit/dept;
10.1.7. Number and/or List of Special Collecting Officers per cluster/unit/dept;
10.1.8. Number and/or List of Contractual Employees upgraded/promoted;
10.1.9. Position title;
10.1.10. Salary Grade (SG)and step;
10.1.11. Age;
10.1.12. Gender;
10.1.13. Civil Status;
10.1.14. Eligibility;
10.1.15. Date of Birth;
10.1.16. Length of government service;
10.1.17. Years in PEZA;
10.1.18. List of employees with admin cases and company violations;
10.1.19. Other user-defined statistics

10.2. The system shall be able to track, view and generate the Special Order/Office Order issued to every employee and specify the nature of order, in terms of the following:

10.2.1. Reassignment;
10.2.2. Designation
- Officer-In-Charge/Team Lead;
- Responsible Supply and Property Officer;
- Special Collecting Officer (SCO);
- Alternate Special Collecting Officer (SCO);
- Alternate Cashier;
- Special Disbursing Officer;
- Records Custodian;
- Building Official

10.2.3. Additional Assignments;
10.2.4. Change in Item Number;
10.2.5. Committee Membership

10.3. The system shall be able to search, view and generate report/list of separated employees, in terms of the following:
10.3.1. Resignation
10.3.2. Retirement;
10.3.3. Transfer;
10.3.4. Termination;
10.3.5. End of Contract;
10.3.6. End of Term;
10.3.7. Died in Service;
10.3.8. Dismissed;
10.3.9. Effective date of separation;

10.3.10. Separation history, Employee rehired to PEZA;
10.3.11. Former position and place of assignment of separated employees

10.4. The system shall be able to search, view and generate report/list of the following details in relation to workforce planning, such as but not limited to:

10.4.1. List of Employees in according to age bracket;
10.4.2. List of Critical Positions;
10.4.3. List of Hard to Fill positions;
10.4.4. List of Next-In-Rank Employees;
10.4.5. Other user-defined statistics

11. Notice of Salary Adjustment, Notice of Step Increment, Loyalty Award, Service Record

11.1. The system shall be able to notify HRDD of employees who are eligible for step increment and loyalty award based on the CSC guidelines

11.2. The system shall be able to search, view and generate list of employees who are eligible for step increment and loyalty award.

11.3. The system shall be able to have an option to review first the increment/loyalty award effectivity before implementing. HRDD will check first if employee has a leave without pay.

11.4. The system shall be able to generate a service record using the prescribed and updated form. It shall also have a feature to add the previous government service of the appointee and merge it with the service record in PEZA. The system shall be able to add remarks in the service record if there are some notations necessary.

12. Personnel Monitoring/Action Report

12.1. The system shall be able to search, view, track and generate list of personnel history/movement subject to the following, such as but not limited to:

IV. Payroll Management

The system shall be able to handle the following:

1. Processing of the following but not limited to:
   1.1. Monthly Salaries
   1.2. Bonuses and Allowances
   1.3. Retroactive Payroll
   1.4. Audit Trails
   1.5. Salary Adjustment
   1.6. First Payment
   1.7. Last Payment
   1.8. Loyalty Payment

1.9. Monetization Payment
1.10. Salary Differential
1.11. Terminal Leave

2. System shall be able to maintain all types of payments. Users are able to create / define unlimited types of:
   2.1. Allowances
   2.2. Deductions
   2.3. Overtime payments
   2.4. PERA
   2.5. RATA
   2.6. Bonus payments
   2.7. Loyalty
   2.8. Salary Underpayment
   2.9. Refund

3. System shall be able to automatically compute all government mandated deductions (Philhealth, PagIbig, GSIS, Tax) based on updated existing rules and regulations.

4. System shall be able to prepare payroll and bank transfer statements (Bank Advices)

5. System shall be able to include computation of Step Increment to automatically exclude

6. The employees leave of absence without pay and shall provide an automatic alert to the HRDD

7. System shall be able to pro-rate salary and allowance payment based on PEZA personnel hire or separation date.

8. System shall be able to compute on a pro- rated basis for the month based on user definable cut-off periods due to new personnel and basic salary adjustments.

9. System shall be able to support user- managed policies / rules with effective dates without the need for vendor application modification. These policies / rules include but not limited to the following:

   Various formula for the ff:

   9.1. Salary Rate
   9.2. Bonus Formula
   9.3. Overtime Formula
   9.4. Overtime Rate
   9.5. Allowance Rate
   9.6. Deduction Rate

9.7. RATA Rate
9.8. Salary Adjustment Rate

10. System shall be able to compute the employees overtime pay based on the submitted OT forms.

11. System shall be able to monitor overtime limit of each employee based on CSC and DBM ruling.

12. History of all payroll transactions shall be available online for a pre-determined number of years.

13. System shall be able to do salary differential computation of salary, allowances and deductions with no limit to the duration of months/years backdated to.

14. System shall be able to filter pay-out entries to provide various views including:
    14.1. All entries – full listing

15. The system shall be able to define master data for benefits by salary grade / rank, unit and other definable criteria.

16. The system shall be able to block benefits that was not assigned according to the salary grade / rank or any other definable field.

17. System shall be able to issue a warning / report when salary increase exceeds the established maximum.

18. System shall be able to simulate payment of bonus with computation of income tax.
19. System shall have the option to pay bonus together with or separate from salary while maintaining the correct income tax calculations for the whole month.

20. System shall be able to print pay slips for bonus separately from the monthly salary pay slip.

21. System shall be able to create and maintain unlimited allowances and deductions with associated attributes such as:
    21.1. Effective Date
    21.2. Rate (fixed / variable)
    21.3. Taxable / Non-Taxable

22. System shall be able to automatically deduct tardiness, absences and undertime from the employee's gross pay if there are no available leave credits.

23. System shall be able to provide for user defined coded tables to maintain an unlimited number of allowances and deductions with facilities to add, edit and delete information in the allowance or deduction table without violating data dependencies.

24. System shall be able to automatically compute the employees PERA based on the actual number of days Reported to the office

25. System shall be able to generate an automatic alert, when allowances or loans expires, and when salary adjustments have been approved.

26. System shall be able to capture resignations, retirements, etc. and perform the appropriate calculation of salaries and integrate with Payroll Module in order to:
    26.1. Withhold payment of Salary and other benefits depending on the conditions of retirement, resignation, termination.
    26.2. Withhold payment of salary and other benefits in case of issuance of order of suspension, order of dismissal, confirmation of drop from the rolls, etc.
    26.3. Withhold payment of salary and other benefits in the event that the personnel owe money.
    26.4. Accountability from the agency (e.g. service obligation not served, accountability)

27. The system shall be able to compute the annual tax due of all taxable PEZA personnel in the last quarter (4th) of the year.

28. The system shall allow each personnel to access their individual financial data through online viewing of payslip.
29. System shall be able to generate ad-hoc queries/views/reports as required for decision making (e.g. number / list of personnel with minimum take home pay)

30. System shall be able to generate certification as to pay and allowances received to active PEZA personnel.

31. Upon PEZA personnel retiring from service, the system shall be able to retain all personnel information, including attached documents, and reclassify the retiring personnel from active to retired status.

32. System shall be able to automatically update existing loan balances and be able to generate historical summary of previous loan deductions.

33. The system shall be able to automatically generate required payroll file format on ATM / Debit and Cash Card accounts (FINDES).

34. The system shall be able to store, archive, and retrieve historical payroll data.

35. The system can be integrated to timekeeping devices.

36. The system can be integrated to local banks

37. The system can generate customizable reports.

38. System shall be able to preset a schedule of deduction for each personnel for each type of deduction where schedule can be staggered, amount can be variable and pay- out number can also be different.

39. System shall be able to assign incentives to personnel with an effective date and specific amount.

40. System shall compute overtime based on the actual salary in effect at the time the overtime hours were clocked (e.g. calculate based on July 2022 basic and pay-out in August 2022).

41. During the processing of payroll, the system shall be able to block access to certain screens and functions, which may affect the payroll job. Other areas of the system shall remain accessible to users.

42. System shall be able to capture and maintain audit trails for all critical changes of payroll transactions.

43. The system shall be able to automatically count the overtime rendered based on the existing rules and regulations.
44. The system shall be able to generate alerts if an employee already exceeded its allowable overtime pay in a year.

45. The system shall be able to compute overtime which shall only be paid thru CTO.

46. Payroll Setup
    - 46.1. Rate per hour Divisor
    - 46.2. Rate Divisor
    - 46.3. Cash Gift
    - 46.4. Taxable 13th Month in excess of
    - 46.5. Constant Factor
    - 46.6. Minimum Take Home Pay
    - 46.7. Provident Fund (Employer/Employee Share)
    - 46.8. Pag-ibig contribution setup per employee
    - 46.9. Philhealth Setup

47. The system shall have a window for the maintenance of all the Payroll The system shall have a window for the maintenance of all the Payroll Account Codes with following information:
    - 47.1. Code
    - 47.2. Description
    - 47.3. Option to design report;
    - 47.4. based on available fields in the Payroll module

48. The system has Government tables

49. The system has user Maintainable Incentive tables of the following but not limited to:
    - 49.1. User Maintainable RATA Table
    - 49.2. User Maintainable Representation Allowance Table
    - 49.3. User Maintainable Transportation Allowance Table
    - 49.4. User Maintainable Cash Gift Table
    - 49.5. User Maintainable Year End Bonus and Cash Gift Table

50. Payroll Processing
    - 50.1. Monthly Withholding Tax
    - 50.2. Piece Rate Output
    - 50.3. Payroll Entry
    - 50.4. Process Payroll
    - 50.5. Manual Payroll
    - 50.6. Payroll Closing
    - 50.7. Process Year-End Tax
    - 50.8. Payroll processing per cluster and payroll group

51. The system can Process Other Payroll but no limited to the following:
    - 51.1. Can accommodate unlimited types of loan
    - 51.2. Definable Frequency of Deduction
    - 51.3. Definable Amortization
    - 51.4. Definable Start and End of Deduction
    - 51.5. Unlimited recurring entries with definable amount and frequency
    - 51.6. Annualize computation of Withholding Tax
    - 51.7. Payroll History
    - 51.8. Previous Employer File

52. The system can Process Other Payroll but no limited to the following
    - 52.1. Other Earnings
    - 52.2. Other Benefits
    - 52.3. Leave Monetization
    - 52.4. Loyalty Benefit
    - 52.5. Clothing Allowance
    - 52.6. Anniversary Bonus
    - 52.7. Collective Negotiation Agreement (CNA) Benefit
    - 52.8. Productivity Enhancement Incentive (PEI)

52.9. Performance Based Bonus
52.10. Christmas Assistance Package
52.11. Year End Bonus and Cash Gift
52.12. Terminal Leave

53. The system able to generate Payroll Reports

54. The system able to generate Monthly Reports but not limited to the following:
    54.1. Summary of Payroll
    54.2. Updated Master list of Employees including Department Code/Salary and Designation
    54.3. Summary / List of Withholding Tax Contributions
    54.4. Loan deductions – list of loans availed per employee
    54.5. Philhealth Contributions
    54.6. Provident Contributions
    54.7. GSIS Contributions
    54.8. PAGIBIG Contributions
    54.9. Landbank Loans
    54.10. Daily Overtime
    54.11. Computation / Hours rendered
    54.12. Loans
    54.13. Overtime Rendered. Updated Monthly List of
    54.14. Summary/ List of Daily Overtime
    54.15. Personnel with Salary Increment and Salary Adjustment
    54.16. Computation / Hours rendered
    54.17. Summary List of personnel
    54.18. Summary (Midyear, Year-end, Clothing Allowance, etc.)
    54.19. Debit- Another Payroll
    54.20. Regular Payroll
    54.21. Longevity Pay
    54.22. Voucher- Loan List.
    54.23. Voucher- Premium List
    54.24. Payment List
    54.25. Remittance List Report
    54.26. More than 5 Days Leave Without Pay
    54.27. Deduction List
    54.28. Corporate Account
    54.29. Employees
    54.30. Remittance List

55. The system able to generate Yearly Report of the following:
    55.1. Alpha List Terminated
    55.2. Previous Employer
    55.3. Certificate of Loan Remittance
    55.4. Certificate of Remittance
    55.5. Collective Negotiation Agreement Report

55.6. Cash Gift Report

56. The system is able to generate Bank CD I USB based on Landbank of the Philippine Payroll
    56.1. LBP Regular Payroll

57. Others
    57.1. Automatic termination of deduction for fully paid loans accounts.
    57.2. Can support creation of deduction elements using multiple methods, e.g. formula, fixed amount, percentage, hours, etc.
    57.3. Document Library (Various GSIS, Pag-ibig, Philhealth, Provident forms)
    57.4. Different file formats for download · Excel (.xlsx) ·· Adobe PDF (.pdf) · Microsoft Word (.docx)

V. Training and Development Module

The system must have the following:

1. The system is capable of creating training calendar each year
2. Able to send out Pre and post training requirements and evaluation
3. Training Registration portal
4. Able to alert employees/participants for upcoming training
5. The system is capable of storing and accessing the following but not limited to:
    5.1. Training modules
    5.2. Audio and Video Lectures
    5.3. E-library
    5.4. Gallery

6. The system is capable of the following reports with automatic reply or response
    6.1. Employee training hours
    6.2. Training Needs Analysis Survey report
    6.3. Certificate of Attendance Generator
    6.4. Certificate of Completion Generator
    6.5. Certificate of Appreciate Generator

7. The system is capable of the following request/survey with automatic reply or response

    7.1. Training Needs Analysis survey
    7.2. Training request
    7.3. Training Monitoring per employee.
    7.4. Recording of approved training requests by employees in HRIS
    7.5. Training Reports
    7.6. Conducted Training/s for the Year

7.7. Training Plan
7.8. Participants for the Training
7.9. Training Reports
7.10. Training Summary
7.11. Certificate of Attendance / Participation

VI. Time and Attendance Module & Leave Management Others

The system must have the following:

1. The system is CSC leave omnibus compliant

2. Seamless and full integration of attendance record from the existing biometric based time recorder machine to the HRIS

3. Automatically and manually upload (via text file) attendance records from existing biometrics of different PEZA sites (Public and Special Economic Zones)

4. With facility to edit daily or specific range of in and out manually of all employees by the administrator/selected users with audit trail
5. Transferring of biometrics data like finger print, face template and other data from different site to another site

6. Users can view their Daily Time Record (DTR)- Monthly or specific per range period anytime and anywhere.

7. With online facility to file the following application with 2 more approval line and time bound- and Govern by the CSC rules regarding OT
   7.1. Official Business

8. Travel Order

9. Leave application
   9.1. Overtime
   9.2. Compensatory Time Off

10. Provide an activatable online in and out in absence of biometrics in all PEZAwide sites or selected area with security features

11. Facility to assign employee's work schedule per date range

12. With file maintenance of work schedule thru Custom Timekeeping Setup, Shift Table, Flexitime Table

13. With customizable schedule per employee/division/department/group/office

14. User maintainable flextime schedule thru flextime table

15. User definable overtime types (Early or Regular Overtime) and compensatory time off (CTO)

16. User definable official schedule, holidays and suspension (per area, location, and region)

17. Deduction of break can be defined if deducted or not

18. Date Locker: Prevent the processing and editing of transactions on the locked date

19. User maintainable yearly holidays using the Holiday Table per area, location, and region)

20. User maintainable holidays per site or branch thru Other Holidays table

21. User definable type of leaves in accordance with CSC rules

22. User definable earning of leaves table in accordance with CSC rules
23. User definable undertime and late policy

24. Automatically computes the following as per CSC Rules: Regular Hours, Tardiness, Undertime, Absences, Paid Leaves, unpaid leaves (Sick leave without pay and Vacation Leave without pay) Holiday/Rest day, Regular Overtime, Holiday Deductions, without the need for manual intervention for a specific date range.

25. Computes Leave without pay (Sick leave and Vacation leave), Unauthorized Absences based on employee's salary and will be reflect on the employees Service record

26. Facility to print, view or save DTR report

27. Generates the following reports but are not limited to the following:
    - 27.1. Authorized Travel Order and Travel Authorities
    - 27.2. COC availment and Non-Availment of Employees
    - 27.3. Compensatory Time Off Availment and Non-Availment of Employees
    - 27.4. Custom Timekeeping Report
    - 27.5. Daily Time Correction Form
    - 27.6. Daily Time Record CS Form 48
    - 27.7. Approved/Disapproved Leave Applications
    - 27.8. Forced Leave Record
    - 27.9. Forfeited/Availed (CTO) Compensatory Time Off
    - 27.10. Late Filed Leaves Record

27.11. Leave without Pay
27.12. List of AWOL Employees
27.13. List of Employees with Prolonged Leaves
27.14. Monetization Claims per year
27.15. Official Business Report
27.16. Other Leaves Profile
27.17. Perfect Attendance (No Absences, No Lates, No Undertime, no leave)
27.18. Filled leave (Vacation or Sick) report per Group/Department/Division/User
27.19. Tardiness & Under time Report
27.20. Attendance Report
27.21. Employees with RATA/RATA DEDUCTIONS
27.22. Employees with long leave (VL, SL, MAT and others)
27.23. Certificate of leave balance
27.24. Endorsement of Application for Terminal Leave
27.25. Availed leave (VL, SL, SPL and etc.)
27.26. 10 adhoc reports based on system analysis

28. The system DTR is CSC Form 48 compliant format and can attach the complete digital signature of employees and approving managers
29. The system facilitates 50% monetization request and 10-30 days monetization based on CSC leave omnibus rules
30. Monitors each employee leave usage and balance
31. Ability to provide all attendance reports requirement of the unit/division/department/group/office, including but not utilized to list of personnel who are absent the whole month, or leave without pay etc.
32. With facility for an online in and out with verification and security
33. Printing of the following documents
    33.1. CSC leave form 48 with complete signature (digital)
    33.2. CSC leave form 6 with complete signature (digital)
    33.3. OB SLIP
    33.4. CTO Form
    33.5. Leave index (leave balance)
    33.6. Other user forms
    33.7. CSC Clearances
34. Process Daily Time Record
35. Built-in Compensatory Time Off module. Option to credit the Overtime Worked to COC or VL.
36. The system is able to use flexible schedule table, no undertime/late for specific employees.
37. The system is capable to compute the leave credits of each employees
38. Provides file maintenance for leave types
39. User definable and unlimited leave types
40. Facility to add unlimited number of leave types via Leave Type Table of CSC
41. Define each leave type as Paid or Unpaid via Leave Type Table of CSC

42. Inclusion of facility to attach documents required for filed leaves.
43. Generate Sick Leave and Vacation Leave earned based on CSC table
44. Automated computation of leave credits: used, monetized and balance
45. Able to compute leave credits to be earned based on the CSC table; (Monthly/ Daily/ Monthly without Vacation Leave credit left Tables)
46. Comprehensive schedule of leaves per employee (leave ledger)
47. With calendar of requested and approved leaves per employee
48. Allows adjustments in beginning balances, leaves earned, LWOP, leaves spent and un availed forced leaved deduction
49. Able to compute leave deduction (late/undertime) based on the CSC table;
50. Able to keep records of earned VL and SL (leave index)
51. Able to Notify employee of the following
    - 51.1. if they exceeded the allowable Privilege leave
    - 51.2. if they exceeded the allowable Wellness leave
    - 51.3. if they exceeded the allowable Monetization request
    - 51.4. if they exceeded the allowable CTO
    - 51.5. if they exceeded the allowable OT
    - 51.6. If no available leave credits
    - 51.7. Required Force Leave approval/disapproval
    - 51.8. Available leave (SL VL) balance
    - 51.9. RATA deduction
    - 51.10. Late counter for the month
    - 51.11. Notify if exceeded 10 late (Habitual Tardiness) for the month
    - 51.12. 2+ months of being habitually tardy of the said employee within 6 months.
52. Historical data of an employee's leave applications and credit balances shall be viewable and printable by the system.
53. Automatically compute for the cash equivalent of leave monetization and terminal leave applications.

VII. **Performance Management Module**

The system must have the following but not limited to the following:

1. Allow the creation of unlimited type of performance forms and template with multiple dimensions, categories, and weight distributions
2. Allow integration of performance assessments with position defined KRAs, competencies, and training programs;
3. Allow automation of tools to evaluate performance (e.g., IPCR, etc.) as part of the appraisal process including online employee self appraisal or supervisor/managers online appraisal or approval
4. Allow creation and generation of coaching journals for all employees that can be accessed by their respective Department Manager/Division Chief
5. Allow integration of performance management system with rewards and recognition programs.
6. Allow the creation of performance surveys with targeted participants, specific deadlines, and generated reports and statistics.
7. Create Database and uploading of documents
    - 7.1. SPMS, including SPMS Calendar

7.2. OPCRs
7.3. IPCRs
7.4. IPC
7.5. Performance Management Team (PMT)
    7.5.1. Notices of Meeting
    7.5.2. Minutes of Meeting
    7.5.3. Resolutions
    7.5.4. Results of Evaluation
    7.5.5. others

8. Generate Report/Form
    8.1. OPCRs
    8.2. IPCRs
    8.3. DPCR
    8.4. IPC
    8.5. Summary of Ratings (OPCRs and IPCRs)
    8.6. Summary of Ratings of Employees with rating/s
    8.7. Survey reports
    8.8. Others
9. Integrated with Recruitment, Selection and Placement Module and Learning and Development module in terms of performance

VIII. Rewards and Recognition Module.

The system must have the following but not limited to the following:

1. Allow the creation of types of Program on Awards and Incentives Service Excellence (PRAISE) awards, requirements, criteria, and timelines/calendar;
2. Creation of unlimited type of forms and templates (e.g., certificates, etc.) with multiple dimensions or categories;
3. Create nomination process flow with documentation and evidence
4. Create Database and uploading of documents
    a. PRAISE Calendar
    b. PRAISE
        i. Notices of Meeting
        ii. Minutes of Meeting
        iii. Resolutions
        iv. Results of Evaluation
        v. Others
    c. Annual R&R plans
    d. Awards and recognition of PEZA employees (Active and inactive)
    e. Demographics of PRAISE awardees/recipients
5. Generate Report based on the programs of R&R

IX. Others

1. The system is a Web-based / online / real-time / end-to-end solution covering from full employee cycle.
2. The system is can be Integrated / interfaced with PEZA website for easy access.
3. The system is Integrated with existing deployed biometric device in the Head Office, Public Zones, and Special Economic Zones.
4. Use of standard request forms / templates for easy online fill-up that will automatically capture necessary data into the system database;
5. The system is capable of replacing the old forms to the new forms administered by different government agencies
6. Editable Workflow
7. Generation of reports & statistics as basis for routine as well as for strategic planning and decision making;
8. User authorization & authentication, transaction audit logs, and other applicable systems / data security solutions;
9. Deployment of the system in Head Office as well as in the PEZA zone offices;
10. Institutionalization of system security and backup mechanisms, policies and procedures.
11. User login/portal page
12. Compliant with CSC rules
13. All reports are customizable base on the need of the end user and can be export or generate thru different format like .docx, .xls, .pdf and others
14. The system must have a dashboard that contain summary of data and can be customized by the user
15. The system must have an upload facility in order to incorporate all current records into the new database.
16. The system must provide for an uninterruptible operation in any event including back-ups, except on a system-wide service failure: The solution architecture must ensure that HRIS services / transactions will have minimal disruption.
17. The system must have a testing environment
18. The system should have appropriate security facilities that monitor and control users and user groups. The facilities should conform to accepted international standards.
19. The system must be able to provide secure and properly authenticated integration with other PEZA online systems.
20. The system must be compatible and capable of data gathering of biometric data (in and out) from each biometric device deployed in PEZA on a real-time basis or set schedule.
21. The system must provide simple and clear navigational interaction across screens. It must also have page navigation history, search facilities, easy to use menus, appropriate security, and other desirable properties that conform to Internet standards.

22. The system must have online user documentation, including tutorials, online help and user manuals, context sensitive help functions, search capability, and other desirable properties that would enable its easy use by the user and the systems administrators.
23. The system should provide full audit facility which will enable view/enquiry and printing of audit reports, and other desirable properties that enable the auditing of all sessions, users, etc.
24. The system can be set to access anywhere and anytime
25. The system can be access by the different Clusters HR based on their user credentials
26. The system is cloud base and compatible with existing cloud services provider of PEZA (AWS)
27. The system can generate QR code embed in each document printed from the system in order for the user to validate the authenticity of the system generated document.

The list of modules above shows the initial breakdown of outputs that will be developed by the Contractor. The modules shall be scalable, configurable, or can be combined, revised, deleted depending on events that may transpire during the development of HRMIS

X. Support and warranty

1. The vendor shall provide all the software licenses needed to ensure successful deployment and implementation of the HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)
2. The vendor shall provide all the documentation like but not limited to:
    a. User Documentation
    b. Architecture framework
    c. Database Dictionary
    d. System Installation Manual
    e. Source Codes
    f. FAQ manual
    g. Module manual
3. The vendor should conduct at least three (3) or more onsite comprehensive training session for:
    a. System Maintenance and Development training
    b. System Administration training
    c. Database Management training
    d. Security Administration training
    e. End user training
    f. HRIS per module training
    g. Technical training per module
4. The vendor should submit the user manuals
5. Upon the acceptance of the system, the vendor shall be required to have one (1)-year warrant of the following:
    a. Software and Hardware Warranty and Service
    b. Maintenance reckoned from project turn-over/acceptance
6. The vendor shall provide the following support:

a. Free email support from 8am to 5pm, Monday to Friday except Holiday.
b. Free phone support from 8am to 5pm, Monday to Friday except Holidays
c. Free on-line/real time support from 8am to 5pm (Monday to Friday except holidays), queries that need to be answered by step-by-step procedure shall be handled thru on-line/real time support
d. The vendor shall provide 1 year system edit
e. Vendor will deliver bug fixes in a form of patches directly or indirectly to PEZA
f. Vendor shall provide free updates/tables (report template-output/required format file) such as but not limited to GSIS, BIR, Pag-ibig, Philhealth for compliance purposes.
g. Vendor shall provide free updates of forms of the following but not limited to CSC, GSIS, BIR, PAG-IBIG and philhealth.

7. Upon the acceptance of the system. Onsite support for one (1) year from 8am to 5pm, Monday to Friday except Holidays for different public zone of PEZA (HO, Cavite, Baguio and Mactan)
8. The developer/vendor shall sign a Non-Disclosure Agreement (NDA) to protect the data in the system. Likewise, all personnel of the vendor that is involved in the project shall sign an NDA.
9. The vendor is required to submit progress report every week
10. The vendor is required to have a weekly meeting with PEZA team to ensure the project is on time
11. The vendor is required to deploy at least one (1) staff in PEZA at least 2 to 3 days in a week onsite.
12. The vendor is required to turn over the source code of each module once it has been implemented and deployed

XI. Implementation

1. The vendor shall be required to conduct the following activities prior to the turn-over of the system:
    a. Furnish the implementation template to the agency.
    b. Prepare a timetable as a guideline in conducting the installation/implementation; schedule shall be agreed by both parties, the Vendor and Government Agency.
    c. The vendor shall be required to migrate the old PEZA HRIS files to the new PEZA HRIS
    d. The vendor shall support PEZA for 2 or more months parallel testing for the old HRIS and new HRIS.
    e. Conduct succeeding visits as requested by the agency to resolve the issues I concerns prior to project turn-over to the agency (if necessary).

XII. Project timeline and deliverables

The project shall be developed and completed within 12 months upon issuance of the Notice to Proceed.

Duration	Activity	Output	Payment
Month 1	Planning, and Information Gathering for the system	Inception report	10%
Month 2 - 5	General module	Functional and implementable System module for Payroll Management, Time and Attendance, Leave Management and Portal system/Employee Self Service. Partial Data Migration Report Technical and end user training report	30%
	Portal System/Employee self service Module		
	Time and Attendance Module		
	(connecting all biometrics from different zones)		
	Leave Management Module		
	Partial migration of data (Employee data)		
	Payroll Module		
	Parallel Testing	Parallel Testing Report	
Month 6 - 9	Recruitment, Selection and Placement Module	Functional and implementable System module for Recruitment, Recruitment Admin and Training and Development Full Data Migration Report Technical and end user training report	30%
	Training and Development Module		
	Full Migration of existing records to the new system		
	Parallel Testing	Parallel Testing Report	
Month 10 - 12	Performance Management Module	Functional and implementable system module	30%
	Rewards and Recognition Module		
	Capacity Building (training) for the System	Technical and end user training report	
	Final System Modification/s	System Manual and FAQ manual	
	Final submission of all Documentation	User Acceptance Report	

A. HARDWARE

All of the required software and hardware needed to implement the HRMIS shall be procured simultaneously with this bid.

B. SCOPE COMMON TO ALL:

1. Functional, Technical and User Manual documentation of the following:
   1.1. HRMIS Modules and Functionalities
   1.2. Technical Documentation
   1.3. Security administration and policies implementation
   1.4. Roadmap for future HRMIS enhancements
2. Conduct of necessary trainings
   2.1. Management reports

2.2. User's trainings
2.3. Database/System Administration
2.4. Technical trainings

3. Project documentation, functional (functional specification design, user's manual, technical (system and database administration, maintenance and operation).
4. Formal and legal turnover of source codes for the whole system (printed and electronic).
   This includes the developed application system which should be properly turned over to PEZA Provision of warranties for the system
5. The warranty of the project shall apply within the PEZA Head Office at DoubleDragon West Tower, Meridian corner Macapagal Avenue, Pasay City.

C. DELIVERABLES

The project has the following deliverables:

1. Customized Human Resource Management Information System (HRMIS).
2. Integration with existing biometric scanner machines, database/application server and the required software for the
3. Integration of all modules
4. Other Deliverables
   a. HRMIS Features and Functionalities
   b. Technical Documentation (system administration,
   c. maintenance and operation)
   d. User Documentation
5. Conduct necessary management, user and technical training on:
   a. Generation of Management Reports
   b. User/Processor Training
   c. User Acceptance Test
      - The users after the training or during the training should be able to test the system.
      - No errors are encountered and the project requirements are satisfied
      - The users should confirm that the system is running accordingly.
      - Administration, performance tuning and troubleshooting

D. SUPPLIER QUALIFICATIONS

1. Has technical experience in maintaining, supporting, implementing HRIS for at least three (3) government offices in the Philippines in the last ten (10) years from the date of submission of bid and the aggregate amount should be 50% of the Approved Budget for the Contract (ABC) consisting of:
   a. Design, development and deployment of application systems
   b. Systems integration/interfacing of the existing system with new system.

c. Delivery installation and testing of hardware, software tools and network systems.
d. Training for users and technical staff.

2. Must have competent full-time staff that implements and support the project. A list of these personnel and their CVs shall be submitted.
3. Notarized Certification or affidavit that bidder has
   a. not defaulted on any similar IT contract with any Philippine Government or Private Agency.
   b. At least five (5) years of technical experience in maintaining / supporting / implementing HRMIS in the government or in private
   c. At least five (5) years of technical experience in maintaining / supporting / implementing/developing related system in HRMIS
4. Has been in business for at least ten (10) years.
5. Additional Technical Qualifications for the Service Provider:
   The Service Provider has software development capability in the area of:
   a. Custom-built application software especially to HRMIS.
   b. Supplying IT staff in private or government offices

6. Personnel Deployment

   The vendor shall have at least the following staffing/personnel

#	Position	Quantity
1	Project Manager	1
2	Business Analyst	At least 2
3	Programmers	At least 4
4	Quality Assurance Specialist	At least 2
5	Database Specialist	At least 1

   a. The Project Manager must have the following qualifications:

      - At least five (5) years of technical experience in IT project management, preferably involving HR or other enterprise systems;
      - Demonstrated experience leading the full lifecycle implementation of an HRMIS in either the government or private sector; and
      - Experience undertaking project management responsibilities for IT personnel in projects involving the development, customization, implementation, operation, and support of IT systems.

   b. The Systems/Business Analyst must have the following qualifications:

- At least two (2) years of experience as a Business Analyst, with a focus on implementing, enhancing, or supporting HRMIS solutions; and
- Experience undertaking systems and/or business analysis responsibilities in projects involving the development, customization, or implementation of IT systems.

c. The programmers must have the following qualifications:
   - At least two (2) years of software development experience;
   - At least one (1) year of experience in the development of HRMIS/HRIS, ERP, payroll, or other enterprise systems;
   - Experience undertaking systems development responsibilities in projects involving the development, customization, or implementation of IT systems; and
   - Prior experience working as a Programmer in at least one company, as reflected in their Curriculum Vitae.

d. The Quality Assurance Specialist must have the following qualifications:
   - At least two (2) years of experience in quality assurance and/or testing of enterprise applications;
   - At least one (1) year of experience in HRMIS/HRIS, payroll systems, timekeeping systems, or ERP modules;
   - Demonstrated experience performing quality assurance activities across the different phases of HRMIS implementation;
   - Experience undertaking project systems and/or business analysis responsibilities in projects involving the development, customization, or implementation of IT systems; and
   - Prior experience working as a Programmer in at least one company, as reflected in the Curriculum Vitae.

e. The Database Specialist must have the following qualifications:
   - At least two (2) years of experience in database administration and/or database engineering for enterprise applications;
   - Preferably at least two (2) years of experience supporting HRMIS/HRIS, payroll, timekeeping, or other enterprise systems that handle sensitive employee data;
   - Demonstrated experience in database setup, administration, and performance optimization for enterprise applications, including but not limited to HRMIS;
   - Proficiency in one or more enterprise database platforms commonly used in HRMIS environments;

- Experience undertaking systems and/or business analysis responsibilities in projects involving the development, customization, or implementation of IT systems; and
- Prior experience working as a Programmer in at least one company, as reflected in the Curriculum Vitae.

7. The Bidder must submit the resumes of all the team members that will be deployed for this project.

E. PROJECT CONSTRAINTS

The following constraints or requirements shall be noted:

1. Adherence to Philippine and foreign information technology standards and local procurement rules and regulations.
2. The procurement of consultancy services will be based on local IT standards and components readily available in the Philippines over the viable IT life cycle, as well as respective government procurement guidelines.
3. The Supplier shall take into account the existing hardware, software and current network system in PEZA, and adapt its installation and testing accordingly.
4. The working arrangement for the systems development and customization will consist of the following:
    a. The Supplier, in the conduct of the study, shall be assisted by the following:
        i. The Technical Working Committee will be organized to serve as the PEZA counterpart team to the Supplier, responsible for monitoring the progress of the project, and validating and accepting the outputs of the project before elevation to the Steering Committee.
    b. PEZA shall assist the Supplier in securing information or data from other government agencies, officials or third parties concerned as may be necessary for the performance of services.
    c. PEZA shall provide the Supplier with adequate office space, facilities, and other items as may be necessary for the conduct of the project.
    d. Deployment of personnel (Business Analyst & Programmers/developers) of the Supplier shall conform with the availability of PEZA's in-house technical personnel from 8:00 A.M. - 5:00 P.M. Mondays-Fridays.

F. TECHNICAL BID EVALUATION

1. The Quality Cost Based Evaluation (QCBE) shall be adopted in evaluating the submitted bids.
2. The BAC and TWG will evaluate both the technical and financial proposals of the Service Providers based on the technical requirements of the project and the post-evaluation by the TWG.
   The technical evaluation will be based on the following criteria:

- Experience and Capability - 40%
- Qualification of the personnel to be assigned - 40%
- Number of personnel to be deployed to the project – 20 %

Technical Criteria	Weight
Technical Proposal (70% passing rate)	**100%**
I. Provider's Relevant Experience and Capability	**40%**
4. Years of experience in maintaining/ supporting/ implementing HRIS in the government and/or private projects	
• Less than 10 years: 7 %	
• 11 years to 15 years:10 %	
• More than 15 years:15 %	
5. Years of experience in the Information Technology business	
• Less than 10 years: 5 %	
• 11 years to 15 years: 7 %	
• More than 15 years: 10 %	
6. No. of HRMIS projects implemented in the government	
• Less than 3 HRMIS project: 7 %	
• 4-5 HRMIS project: 10 %	
• More than 5 HRMIS project: 15 %	
II. Qualification of the Proposal personnel to be assigned	**40%**
6. Project Manager qualification in handling IT projects ideally in HR and/or enterprise system	
• Less than 5 years: 3 %	
• 6 years to 10 years: 5 %	
• more than 10 years: 8 %	
7. Business analyst qualification on implementing, enhancing, or supporting HRMIS solutions	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	
8. Programmers qualification on software development, enhancing, or supporting HRMIS/ERP solutions	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	
9. Quality Assurance Specialist qualification on QA/testing experience for enterprise application/HRMIS/ERP solutions	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	

10. Database Specialist qualification in database administration/database engineering for enterprise applications	
• Less than 2 years: 3 %	
• 3 years to 5 years: 5 %	
• more than 6 years: 8 %	
III. No. of staff to be deployed for the project	**20%**
• 10 pax: 10 %	
• 11 pax to 15 pax: 15 %	
• more than 15pax : 20 %	

3. All Technical Proposal Documentation must be signed by the prospective Service Provider's representative on every page. Erasures and/or alterations shall likewise be initialed accordingly.

G. PROJECT DURATION

This Project must be completed and turned over to and accepted by PEZA within one (1) year from the date of issuance of the Notice to Proceed.

Part of the Service Provider's Project Proposal is an implementation strategy and schedule. This should specify the outputs to be submitted at the end of each project phase. Project milestones should include, but not necessarily limited to the following:

1. Presentation of the Systems Requirements Specifications (SRS) and Functional Specifications Documents (FSD) to be undertaken:

2. Other Necessary Activities: training, knowledge transfer, turnover.

H. TERMS OF DELIVERY

1. The winning Service Provider shall conduct a systems analysis and design in the development of the HRMIS. They should provide and conduct training to the different users, and must conduct a User Acceptance Testing (UAT) for all deployed subsystems/modules before acceptance.

2. The work should be started within two (2) days upon receipt of Notice to Proceed.

3. Upon completion of the project, the winning bidder shall submit five (5) copies of the Completion Report and all final documentation of the project (such as source code, manuals, etc.). The authorized PEZA personnel from the end-user of the System shall sign a Certificate of Acceptance as proof of the acceptability of the delivered services for this project.

I. PROJECT COST

The project for the HRMIS is **PhP17,187,928.96**

Section VII. Philippine Bidding Document Related Forms

Short-listing Documents Submission Form 136
Technical Proposal Forms 137
Omnibus Sworn Statement 149
Financial Proposal Forms 155
Contract Form 162

SHORT-LISTING DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

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

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

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

We further acknowledge that failure to sign this Short-listing Documents Submission Form shall be a ground for our disqualification.

Yours sincerely,
Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s).

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Workplan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

a) Technical Approach and Methodology

Explain the Bidder's understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). The technical approach and methodology that would be adopted to implement the required tasks should be in line with the Bidder's technical methodology. Do not repeat or copy the TOR.

b) Work Plan

Outline the plan for the implementation of the main activities or tasks of the Project, the content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing the Bidder's understanding of the TOR and ability to translate this into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with TPF 8. Activity (Work) Schedule Form

c) Organization and Staffing

Describe the structure and composition of the team, including the list of technical or managerial staff, and administrative support staff.

Curriculum Vitae (CV)
Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments and Suggestions on the Terms of Reference and on Data, Services, and Facilities.

Use TPF 3.

Preferably, comments or suggestions should not be more than *[insert acceptable number of words]* using TPF 3. Nonetheless, failure to comply with the same shall not be a ground for disqualification. Non-submission or submission of this form in blank shall be considered as no comment or suggestion from the Consultant.

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consulting Services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 22.1, we confirm that the information contained in the short-listing documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date],* we undertake to negotiate on the basis of the proposed staff listed in Technical Proposal Form 5 (TFP 5). Our bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 52, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out by the Consultant[9]
That Best Illustrate Qualifications

Using the format below, provide information on each project, public or private, for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US$):
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

[9] The period shall be specified in the TOR for each procurement activity, which shall not exceed ten (10) years.

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES

On the Terms of *Reference (TOR)*: *(Suggest changes in the TOR, if any, to improve the quality or effectiveness of the assignment such as but not limited to the observations on scope and objectives; feasibility of methodologies and technical approaches; timeline and workplace, roles and responsibilities.)*

On the data, services, and facilities to be provided by the Procuring Entity: *(Suggest changes on the data, services, and facilities to be provided by the PE, if any, such as but not limited to the availability and accessibility of data; availability of office space and facilities, clarity on administrative and technical support; constraints or risks related to the Procuring Entity's support.)*

TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

Guidance Note:

The Bidder is required to provide a detailed description of the technical approach, methodology and work plan, including a proposed organization and staffing for the performance and execution of the Project.

a) Technical Approach and Methodology

Explain the Bidder's understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). The technical approach and methodology that would be adopted to implement the required tasks should be in line with the Bidder's technical methodology. Do not repeat or copy the TOR.

b) Work Plan

Outline the plan for the implementation of the main activities or tasks of the Project, the content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing the Bidder's understanding of the TOR and ability to translate this into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with TPF 8. Activity (Work) Schedule Form

c) Organization and Staffing

Describe the structure and composition of the team, including the list of technical or managerial staff, and administrative support staff.

TPF 5. TEAM COMPOSITION AND TASK

Organizational Chart

The Bidder shall attach an organization chart of the key and support staff indicating their tasks in the project using TPF 5. Team Composition and Task.

1. Technical or Managerial Staff			
No.	Name	Position	Task

2. Administrative Support Staff			
No.	Name	Position	Task

Where applicable, indicate relationships among the Consultant and any partner, the Procuring Entity, the Funding Source and other parties or stakeholders.

Certification on Current Workload Relative to Capacity

I, the undersigned, representing [**Name of Bidder**], hereby certify that:

1. The [Name of Bidder] has the technical and managerial capacity, as well as the necessary expertise and resources, to successfully perform and complete the requirements of the procurement project for consulting services;
2. Based on the current workload for both Technical/Managerial and Administrative Support Staff, we confirm that the firm's current assignments do not hinder our ability to allocate sufficient qualified personnel and resources for the timely and effective delivery of the required services;
3. The remaining capacities of our key personnel and overall firm are sufficient to undertake this project without compromising the quality and timeliness of outputs.

This certification is issued in support of our bid and in compliance with the requirements of the procuring entity.

Done this ____day of _____, 2025, at _____.

[Name and Signature]
Authorized Representative
[Position]
[Name of Bidder]
[Contact Information]

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

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[*Give an outline of staff member's experience and relevant training most pertinent to the tasks on project at hand and aligned with the technical qualifications or certifications mentioned in the TOR. Describe the degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.*]

Education:

[*Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in the last [insert relevant period which shall not exceed ten (10) years] years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

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

Certification:

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

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

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

Full name of staff member: _____
Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			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: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____
Location: _____ Signature: _____
(Authorized representative)

Full Name: _____
Title: _____
Address**:** _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	**Date**
1) Inception Report	
2) Interim Progress Report a) First Status Report b) Second Status Report	
3) Draft Report	
4) Final Report	

Note: The reports submission timelines indicated in this table should correspond to those specified in the Terms of Reference (TOR). Bidders are advised to adjust the entries under Reports Matrix to accordingly reflect the actual deliverables and schedules required by the Procuring Entity.

OMNIBUS SWORN STATEMENT

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1) *Select one, delete the others:*

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

   - *If 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]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2) *Select one, delete the others:*

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

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 others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7) It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8) *[Name of Bidder]* complies with existing labor laws and standards; and

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

   a) Carefully examine all of the Bidding Documents;

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

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

   d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10) *[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.

11) In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:
[Insert Bidder's Name]
[Affiant's Signature over Printed Name]
[Position/Designation]

[Date]

JURAT

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
Notarial Commission No. _____
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 _____.

* This form will not apply for WB funded projects

Bid Securing Declaration Form

[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name of the Procuring Entity]*

I/We, the undersigned, declare that:

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

2) I/We accept that:

   a) I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award or Declaration of Original Offeror;

   b) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and

   c) I/We will pay the applicable fine 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake; In case of an original offeror

	Applicable Fine
a) in the case of a single bidder	i) two percent (2%) of the Approved Budget for the Contract (ABC); or ii) the difference between the evaluated bid price and the ABC whichever is higher
b) in the case of multiple bidders	i) two percent (2%) of the ABC; or ii) the difference between the evaluated bid prices with the bidder with Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on whichever is higher

	c)	in case of violations committed prior to the opening of the financial envelope	i) a fixed amount of two percent of the ABC,

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 the bidder with the *[Insert Award Criterion[10]]* 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]
[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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
Notarial Commission No. _____
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 _____.

[10] Lowest Calculated and Responsive Bid, Most Economically Advantageous Responsive Bid, Most Advantageous Responsive Bid, and Highest Rated Responsive Bid.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

a) followed the applicable rules and guidelines indicated in this ITB;

b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and

c) agree to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

REMINDERS:

a) Consultants are advised to observe the following instructions when completing the FPFs

FPF 1	Indicate the base financial proposal and the estimated taxes in both words and figures.
FPF 2	Ensure that the base financial proposal and local taxes are consistent with the amounts stated in FPF 1.
FPF 3 to FPF 6	Indicate both the base proposal and the corresponding local taxes.

b) Ensure that all amounts indicated in the FPFs are consistent and do not exceed the ABC.

c) For lumpsum contracts, FPF 3, 5, and 6 shall not be submitted.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consulting Services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is inclusive of all taxes, national or local, such as but not limited to value-added tax (VAT), income tax, local taxes, and other fiscal levies and other duties.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

In accordance with **GCC** Clause 52, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultants and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies)[11]	Amount in Philippine Peso
Subtotal / Base Financial Proposal		
Local Taxes		
Total Amount of Financial Proposal		

Note: The Subtotal/Base Financial Proposal and Local Taxes must be consistent with the corresponding amounts indicated in FPF 1.

[11] In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:_____	Description: _____	
Price Component	Currency(ies)[12]	Amount in Philippine Peso
Remuneration Reimbursables Miscellaneous Expenses Subtotal		_____

Note:

- Lump-Sum Contracts: Payments are based on output or deliverables. The price should cover all costs and be broken down by activity; no need to itemize reimbursables or miscellaneous expenses.
- Reimbursable and Miscellaneous expenses may be broken down by activity in Time-Based Contracts[13], Actual Cost Reimbursables[14]; and Fixed-Rate Reimbursables.[15]

[12] In cases of contracts involving foreign consultants, indicate the exchange rate used.

[13] Payments are based on actual inputs (staff time and reimbursables). The price should include staff rates and estimated reimbursables, with a breakdown aligned with the work plan.

[14] Paid based on receipts; if ceilings are to apply (e.g., travel), maximum rates or per diems must be stated in the RFP.

[15] Reimbursables based on agreed fixed rates are paid at pre-determined unit costs (e.g., per diems, housing allowances). These rates may vary depending on the duration of stay (short vs. long-term) and location.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No._____		Name:_____		
Names	Position	Input[16]	Remuneration Currency(ies) Rate	Amount
Regular staff Local staff Consultants, local or foreign Grand Total				_____

Note: The names submitted for TPF 6 should be consistent with those provided in this form.

16 Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No:_____ Name:_____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flight *{Airfare (Economy Class) - Roundtrip economy airfare}*	Trip	*{2 (two)}*	*{Php 20,000.00 per trip}*	*{Php 40,000.00}*
2.	Miscellaneous travel expenses *{Travel insurance}*	Trip	*{2 (two)}*	*{Php 2,000.00 per trip}*	*{Php 4,000.00}*
3.	Subsistence allowance {*Per diem (meals and incidentals)*}	Day	*{10 (ten)}*	*{Php 2,500.00 per day}*	*{Php 25,000.00}*
4.	Local transportation costs[17] *{Taxi/ Ride hailing}*	Trip	*{5 (five)}*	*{Php 2,500.00 per trip}* *{Php 5,000.00 per day}*	*{Php 10,000.00}*
5.	Office rent/communication expenses/ clerical assistance *{Hotel accommodation}*	Day	*{10 (ten)}*		*{Php 50,000.00}*
6	Miscellaneous expenses *{Acquisition of Software License}*	Device	*{10 (ten)}*	*{Php 2,500.00 per device}*	*{Php 25,000.00}*
	Grand Total				***Php 154,000.00***

Disclaimer:

- The reimbursable expenses listed above are indicative only and must fully comply with the provisions outlined in the Terms of Reference. Notes to Consultant shown in brackets { } to provide guidance in the preparation of this Form should not appear on the Proposals to be submitted.

[17] Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. MISCELLANEOUS EXPENSES

Activity No._____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____and _____ (e.g., telephone, mobile phone load / data plan, portable Wi-Fi rental or subscription, videoconferencing subscription)				
2.	Drafting, reproduction of reports (e.g., photocopying, printing of reports, large format printing, transcription services)				
3.	Equipment expenses (e.g., vehicle rental, fuel, computers, printer, audiovisual equipment)[18]				
4.	Software				
	Grand Total				_____

Note:

- During implementation, please provide supporting documents that comply with budgeting, accounting, and auditing laws, rules, and regulations (e.g., official receipts) and are permitted under the Terms of Reference (TOR).

[18] Equipment expenses must be temporary, essential, and project-specific and not for personal use.

CONTRACT FORM

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) calendar days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] Filipino of legal age or a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier/Contractor/Consultant*".*

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

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

1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a) Philippine Bidding Documents (PBD); *[Select one, delete the others]*

      - *For Procurement of Goods*

         i) Invitation to Bid;
         ii) Instruction to Bidders;
         iii) Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
         iv) Bid Data Sheet;
         v) Schedule of Requirements;

vi) Technical Specifications;
vii) General and Special Conditions of Contract;
viii) Supplemental Bid Bulletins, if any; and
ix) Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

i) Drawings/Plans;
ii) Scope of Work;
iii) Invitation to Bid;
iv) Instructions to Bidders;
v) Bid Data Sheet;
vi) Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
vii) Bill of Quantities;
viii) General and Special Conditions of Contract;
ix) Supplemental Bid Bulletins, if any; and
x) Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Consulting Services*

i) General and Special Conditions of Contract;
ii) Terms of Reference;
iii) Request for Expression of Interest;
iv) Instructions to Bidders;
v) Bid Data Sheet;
vi) Addenda and/or Supplemental Bid Bulletins, if any;
vii) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
viii) Eligibility requirements, documents and/or statements; and
ix) Other contract documents that may be required by existing laws and/or the Entity.

b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c) Performance Security;

d) Notice of Award of Contract; and the Bidder's Conforme thereto; and

e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3) In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4) The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity	For the Bidder
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
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 _____

Section VIII. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel

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.

IV. Breakdown of Contract Price

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

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

2) Reimbursable expenditures

3) Applicable taxes

V. Services and Facilities Provided by the Client

Provide a detailed description of the services and facilities to be made available to the Consultant, and the time and manner of their availment.

VI. Consultant’s Representations Regarding Costs and Charges

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

1) Review of Remuneration Rates

a) 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.

b) 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.

c) 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).

i) 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 discussion on bonuses shall be supported by audited documentation, which shall be treated as confidential.

ii) Social Costs

Social costs are the costs incurred by the Consultant for the non-monetary benefits provided to its staff. 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.

iii) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^{19} = \frac{total\ days\ leave\ x\ 100}{[365\ -\ w\ -\ ph\ -\ v\ -\ s]}$$

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.

[19] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

iv) 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.

v) 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.

vi) 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.

vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents ¾ 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

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, the 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

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, provided the services proceed as planned.

VII. BREAKDOWN OF AGREED FIXED RATES[20]

[Currencies: _____[21]]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate[22]	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:_____

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

21 If different currencies, a different table for each currency should be used.

22 Per month, day, or hour as appropriate.

Republic of the Philippines
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