



Office of the President of the Philippines
GOVERNANCE COMMISSION
FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS
3/F, BDO Towers Paseo, 8741 Paseo De Roxas, Makati City, Philippines 1226



BIDDING DOCUMENTS FOR THE PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR

July 2023



TABLE OF CONTENTS

PART I

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

PART II

SECTION I. NOTICE OF ELIGIBILITY AND SHORT LISTING	16
SECTION II. INSTRUCTIONS TO BIDDERS	27
SECTION III. BID DATA SHEET	54
SECTION IV. GENERAL CONDITIONS OF CONTRACT.....	61
SECTION V. SPECIAL CONDITIONS OF CONTRACT	84
SECTION VI. TERMS OF REFERENCE	88
SECTION VII. BIDDING FORMS	88
SECTION VIII. APPENDICES	151

Section I. Request for Expression of Interest

Notes on 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) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the IRR of R.A. 9184¹;

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 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;
- (c) 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

¹ Two years after effectivity of the 2016 Revised IRR of RA 9184 on **28 October 2016**, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

(d) The contract duration.

In the case of WB 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 PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR

1. The **GOVERNANCE COMMISSION FOR GOCCs (GCG)**, through the General Appropriations Act of 2023, intends to apply the sum of **Forty-Eight Million Pesos Only (₱48,000,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The **GCG** now calls for the submission of eligibility documents for the provision of consultancy services to review the Compensation and Position Classification System for the Government Sector. Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before **20 October 2023, 9:30AM** at **3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226**. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.
3. Interested bidders may obtain further information from the **GCG** and inspect the Bidding Documents at the address given below during weekdays, from 8 A.M. – 4 P.M.
4. A complete set of Bidding Documents may be acquired by interested Bidders on **12 October 2023** from the 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 Only (P25,000.00)**.

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 eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”, and its Implementing Rules and Regulations (IRR). The short list shall consist of the Top Three (3) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:
 - a) Applicable Experience of the Firm - 35%
 - b) Quality of Personnel to be Assigned - 55%
 - c) Current Workload relative to Capacity - 10%

The minimum score to be eligible based on the above criteria shall be 75%.

“Applicable Experience of the Firm” pertains to the firm’s overall experience and the individual experiences of its principal and key staff including the times employed by other firms.



“Quality of Personnel to be Assigned” pertains to the personnel to be assigned to the project and their expertise vis-à-vis the extent and complexity of the undertaking;

“Current Workload relative to Capacity” means the absorptive capacity of the Applicant to do additional works other than those currently undertaken.

The rating for each criterion are added to determine the total points for the Consultant. The Consultants shall then be ranked according to their “Total Points” which will qualify them for the short listing and to bid for the contract.

6. Bidding will be conducted through open competitive bidding procedures as specified in the IRR of RA 9184.
7. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
8. The Procuring Entity shall evaluate bids using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure. The GCG shall evaluate the proposals using the following weights: **80% for the Technical Proposal** and **20% for the Financial Proposal**. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
9. The contract shall be completed within nine (9) months commencing from the date of receipt by the winning Consultant of the Notice to Proceed.
10. The **GCG** 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 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CHRISTIAN PAUL N. PINOTE
Chief Administrative Officer
Procurement Management Division
GOVERNANCE COMMISSION FOR GOCCs
3/F, BDO Towers Paseo, 8741 Paseo de Roxas,
Makati City, Philippines 1226
Tel. No. (632) 5328 2030 / 5318 1000
Fax No. (632) 5328 2030 / 5318 1000
www.gcg.gov.ph

12 October 2023

DIR. JOHANN CARLOS S. BARCENA
BAC Chairperson



Section II. Eligibility Documents

Notes on the Eligibility Documents

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

The provisions contained in this Section are to be used unchanged. Additional information or requirements specific to each procurement shall be specified in the EDS.

1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
 - (a) Duly licensed Filipino 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/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **EDS**.
- 1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the **EDS**.
- 1.4. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility 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 for purposes of determining eligibility of prospective bidders:
 - (a) Class “A” Documents –
Legal Documents
 - (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility

documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

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

(b) Class "B" Document –

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

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

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

3. Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4. Sealing and Marking of Eligibility Documents

- 4.1 Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. ____ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2 The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3 All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the prospective bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC specified in the **EDS**;
 - (d) bear the specific identification of this Project indicated in the **EDS**; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

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

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

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

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

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

8. Opening and Preliminary Examination of Eligibility Documents

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

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 in the PhilGEPS website and the website of the Procuring Entity concerned.

8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn

eligibility documents shall be returned unopened to the withdrawing prospective bidder.

- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (a) the name of the prospective bidder;
 - (b) whether there is a modification or substitution; and
 - (c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.
- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Eligibility Data Sheet

Eligibility Documents	
1.2	Not applicable.
1.3	<p><u>Foreign consultants may be eligible to participate in this Project, subject to the following conditions to be complied within ten (10) days upon receipt of the Notice of Award:</u></p> <p>a) <u>must be registered with the SEC and/or any agency authorized by the laws of the Philippines;</u></p> <p>b) <u>when the types and fields of consulting services in which the foreign consultant wishes to engage involve the practice of regulated professions, the foreign consultant must be authorized by the appropriate GoP professional regulatory body specified in Clause 1.2 to engage in the practice of those professions and allied professions: Provided, however, That the limits of such authority shall be strictly observed.</u></p>
2.1.(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within the last 20 years prior to the deadline for the submission and receipt of eligibility documents.
2.1.(a)(ii.7)	Certificate of satisfactory completion or official receipt/s, provided that the amount indicated therein must correspond to the amount indicated in the awarded contract.
4.21.3	Each prospective bidder shall submit one (1) original and nine (9) copies of its eligibility documents.
(c)	BIDS AND AWARDS COMMITTEE (BAC) Governance Commission for GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226
(d)	CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR
5	<p>The address for submission of eligibility documents is:</p> <p style="text-align: center;">GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226</p> <p>The deadline for submission of eligibility documents is 20 October 2023, 9:30AM.</p>

8.1	<p>The place of opening of eligibility documents is:</p> <p style="text-align: center;">GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226</p> <p>The date and time of opening of eligibility documents is 20 October 2023, 9:30AM.</p>						
9.1	<p>Similar contracts shall refer to those contracts that involve the conduct of job leveling and rewards/compensation system design, conducted in the past or ongoing engagements.</p>						
9.2	<p>The consultants shall be ranked based on their total scores considering the criteria presented below, and the TOP THREE (3) eligible consultants shall be identified as the shortlisted consultants. Should only one (1) or less than the required number apply for eligibility and shortlisting, pass the eligibility check, and/or pass the minimum score required in the shortlisting, the BAC shall consider the same.</p> <p>Scoring shall be based on eligibility documents submitted, considering the following evaluation criteria:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;">(i) <i>Applicable Experience of the Firm</i> which pertains to both the overall experience of the firm, and its experience relevant to the project.</td> <td style="text-align: right; vertical-align: top;">35%</td> </tr> <tr> <td style="vertical-align: top;">(ii) <i>Quality of personnel who may be assigned to the Project</i> which refers to qualifications and expertise of the project personnel, including relevant work experience, vis-à-vis the extent and complexity of the undertaking.</td> <td style="text-align: right; vertical-align: top;">55%</td> </tr> <tr> <td style="vertical-align: top;">(iii) <i>Current workload relative to capacity</i></td> <td style="text-align: right; vertical-align: top;">10%</td> </tr> </table> <p>In addition to the requirements under Item 2 of the Eligibility Documents, the consultants shall be evaluated based on the required information provided in the following Eligibility Forms (EF) attached herein and all other documents duly submitted:</p> <ul style="list-style-type: none"> EF 1. Eligibility Documents Submission Form EF 2. Statement of Completed Contracts EF 3. Statement of All Ongoing Contracts including Contracts Awarded but not yet started EF 4. Statement of the Consultant's Nationality EF 4.1 Curriculum Vitae (CV) of Project Champion/Project Manager EF 4.2 Curriculum Vitae (CV) of Compensation Specialist/Survey Data and Data Services Expert <p>Further, non-compliance with RA No. 9184 and its Revised Implementing Rules and Regulations shall render the consultant ineligible.</p>	(i) <i>Applicable Experience of the Firm</i> which pertains to both the overall experience of the firm, and its experience relevant to the project.	35%	(ii) <i>Quality of personnel who may be assigned to the Project</i> which refers to qualifications and expertise of the project personnel, including relevant work experience, vis-à-vis the extent and complexity of the undertaking.	55%	(iii) <i>Current workload relative to capacity</i>	10%
(i) <i>Applicable Experience of the Firm</i> which pertains to both the overall experience of the firm, and its experience relevant to the project.	35%						
(ii) <i>Quality of personnel who may be assigned to the Project</i> which refers to qualifications and expertise of the project personnel, including relevant work experience, vis-à-vis the extent and complexity of the undertaking.	55%						
(iii) <i>Current workload relative to capacity</i>	10%						

	<p>Additionally, non-conformity with any of the prescribed qualifications as stated under Sections V and VI of the Terms of Reference (TOR) shall render the consultant non-compliant.</p> <p>The minimum score to be shortlisted based on the above criteria shall be 75%.</p> <p>The rating for each criterion are added to determine the total points for the Consultant.</p>
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EF 1. ELIGIBILITY 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 **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR**, *[Name of Consultant]* hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility 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/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 Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

EF 2. STATEMENT OF COMPLETED CONTRACTS

Business Name: _____

Business Address: _____

NAME AND LOCATION OF THE CONTRACT	DATE OF AWARD OF THE CONTRACT	TYPE OF CONSULTING SERVICES ³	BRIEF DESCRIPTION OF CONSULTING SERVICES	CONSULTANT'S ROLE	AMOUNT OF CONTRACT	CONTRACT DURATION (MONTH AND YEAR)	INDICATE WHETHER GOVERNMENT OR PRIVATE CLIENT

Name and Signature of Authorized Representative

Date

Instructions:

- A. State completed contracts within the last 20 years. Contracts that are similar to the project being procured/bid in terms of nature and amount shall be prioritized in inclusion in the list.
- B. Date of award of the contract should at least indicate the month and the year.
- C. Attach Certificates of Satisfactory Completion or Official Receipts issued, whichever is applicable, for each completed contract with proper labels and in the same order.

³ Refer to Item 6, Annex B of the 2016 Revised Implementing Rules and Regulations of RA 9184, on the types of consulting services, namely: (a) advisory and review services; (b) pre-investment or feasibility studies; (c) design; (d) construction supervision; (e) management and related services; and (f) other technical services or special studies.

EF 3. STATEMENT OF ALL ONGOING CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name: _____

Business Address: _____

NAME AND LOCATION OF THE CONTRACT	DATE OF AWARD OF THE CONTRACT	TYPE OF CONSULTING SERVICES ⁴	BRIEF DESCRIPTION OF CONSULTING SERVICES	CONSULTANT'S ROLE	AMOUNT OF CONTRACT	CONTRACT DURATION AND ESTIMATED DATE OF COMPLETION	INDICATE WHETHER GOVERNMENT OR PRIVATE CLIENT

Name and Signature of Authorized Representative

Date

Instruction:

- A. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar with the project called for procurement) as of the day before the deadline of submission of eligibility documents.
- B. Date of award of the contract and estimated date of completion should at least indicate the month and the year.
- C. If there is no ongoing contract, including awarded but not yet started as of the aforementioned period, state none or equivalent term.

⁴ Refer to Item 6, Annex B of the 2016 Revised Implementing Rules and Regulations of RA 9184, on the types of consulting services, namely: (a) advisory and review services; (b) pre-investment or feasibility studies; (c) design; (d) construction supervision; (e) management and related services; and (f) other technical services or special studies.

EF 4. STATEMENT OF THE CONSULTANT'S NATIONALITY

[Letterhead]

[Date]

BIDS AND AWARDS COMMITTEE
GOVERNANCE COMMISSION FOR GOCCs
3/F, BDO Towers Paseo, 8741 Paseo de Roxas,
Makati City, Philippines 1226

Ladies/Gentlemen:

In compliance with the requirements of the Governance Commission for GOCCs (GCG) Bids and Awards Committee for the **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR**, the [name of the consultant] hereby depose and state:

1. *Select the applicable statement under this number, and delete those not applicable:*

If a sole proprietorship: That [name of consultant] is a duly licensed Filipino citizen/Filipino sole proprietorship;

If partnership: That [name of consultant] is duly organized under the laws of the Philippines and of which at least 60% of the interest belongs to citizens of the Philippines;

If corporation: That [name of consultant] is duly organized under the laws of the Philippines and of which at least 60% of the outstanding capital stock belongs to citizens of the Philippines;

If cooperatives: That [name of consultant] is duly organized under the laws of the Philippines;

If joint venture: That [name of persons/entities] forming a joint venture intend to be jointly and severally responsible or liable for this project, of which Filipino ownership or interest thereof is at least sixty percent (60%) based on the contributions of each of the members of the joint venture as specified in the JVA;

If there is no existing JVA: That [name of persons/entities], by virtue of the duly notarized statement from all the potential joint venture partners, *as attached herein*, state that we will enter into and abide by the provisions of the JVA in the instance that the bid is successful and shall ensure that Filipino ownership or interest thereof is at least sixty percent (60%) based on the contributions of each of the members of the joint venture as will be specified in the JVA;

If a foreign consultant/entity: That [name of persons/entities], is a foreign [sole proprietorship/partnership/corporation/joint venture] organized and formed under the laws of [Name of the Country];

If a foreign consultant/entity: That [name of persons/entities], is registered with the Securities and Exchange Commission and/or any agency authorized by the laws of the Philippines;

If a foreign consultant/entity: That [name of persons/entities], is an [individual, sole proprietorship, partnership, corporation or joint venture] other than those provided under Section 24.3.1 of the IRR of R.A. 9184, which follows all pertinent laws and regulations of the Philippines.

2. That *[name of the consultant]* has been operating since *[complete date, e.g. 12 June 1898]* in the Philippines (and if applicable, indicate period of temporary cessation of operation/s). *(Attach document/s that show the year of establishment/incorporation)*
3. That *[name of the consultant]* has been rendering consulting services related to this project for *[number of years]*;
4. That the members of the project team 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, as far as applicable; and
5. That the nationalities of the members of the project team are indicated below and that they can actually perform the service in accordance with the eligibility requirements:

NAME	ASSIGNMENT	NATIONALITY
	Project Champion	
	Project Manager	
	Compensation Specialist	
	Compensation Specialist	
	Compensation Specialist	
	Compensation Survey/ Data Analysis Expert	
	Compensation Survey/ Data Analysis Expert	

[Name of consultant] issues this statement, and submits the *curricula vitae* of the above personnel, in accordance with Clause 2.1.(a)(iii) of the eligibility requirements for the project.

Sincerely,

[Signature over printed name of Authorized Signatory]
[Position Title]

EF 4.1 CURRICULUM VITAE (CV) OF PROJECT CHAMPION/ PROJECT MANAGER

Proposed Position: _____ Name of Firm: _____
 Name of Staff: _____ Years with Firm: _____
 Profession: _____ Current Position in the Firm: _____
 Date of Birth: _____ Nationality: _____ Contact Information: _____

QUALIFICATIONS: *(start from most recent)*

Education/Professional Certification

[Summarize college/university and other specialized education, giving names of schools/institutions, dates attended, and degrees/certificates obtained using the matrix below]

School/Institution	Degree/Title/Certificate Obtained	Inclusive Dates

Employment Record

[Starting with present position, list in reverse order every employment held by nominated staff. List all positions since graduation, giving dates, names of employing organizations, titles of positions held, and key responsibility. Indicate relevant work experience of staff in his/her nominated position.]

Position Title	Office and Location	Inclusive Dates	Key Responsibility

Project Management Experience

[Provide outline of projects undertaken using the matrix below]

Project Title with Brief Description	Client	Position	Inclusive Dates	Summary of Duties and Responsibilities	Status of the project

Projects Presently Being Undertaken

[Provide outline of projects presently being undertaken using the matrix below]

Project Title with Brief Description	Client	Position	Inclusive Dates	Summary of Duties and Responsibilities

Trainings/Seminars

[Summarize the trainings, seminars and workshops undertaken, including those conducted by the nominated key staff, using the matrix below]

Title/Description	Conducted by	Inclusive Dates	Venue	Involvement*

*Such as participant, speaker or trainer

Memberships in Professional Societies

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/ Registration	License/Professional Number	Validity Date

Certification:

I, *[full name of proposed professional staff]*, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I also commit that I shall work for the project as *[nominated position]* once the firm is awarded the contract.

_____ Date: _____
[Signature over printed name of nominated key staff]

_____ Date: _____
[Signature over printed name of authorized representative of the firm]

EF 4.2 CURRICULUM VITAE (CV) OF COMPENSATION SPECIALIST/ COMPENSATION SURVEY AND DATA ANALYSIS EXPERT

Proposed Position: _____ Name of Firm: _____

Name of Staff: _____ Years with Firm: _____

Profession: _____ Current Position in the Firm: _____

Date of Birth: _____ Nationality: _____

QUALIFICATIONS: *(start from most recent)*

Education/Professional Certification

[Summarize college/university and other specialized education, giving names of schools/institutions, dates attended, and degrees/certificates obtained using the matrix below]

School/Institution	Degree/Title/Certificate Obtained	Inclusive Dates

Employment Record

[Starting with present position, list in reverse order every employment held by nominated staff. List all positions since graduation, giving dates, names of employing organizations, titles of positions held, and key responsibility. Indicate relevant work experience of staff in his/her nominated position.]

Position Title	Office and Location	Inclusive Dates	Key Responsibility

Experience Relevant to the Qualifications Required (as specified in the Terms of Reference)

[Provide outline of positions/projects undertaken using the matrix below]

Position	Office / Client	Project Title (if applicable)	Inclusive Dates	Summary of Duties and Responsibilities	Status of the project

Projects Presently Being Undertaken

[Provide outline of projects presently being undertaken using the matrix below]

Project Title	Client	Position	Target Completion Dates	Summary of Duties and Responsibilities

Trainings/Seminars

[Summarize the trainings, seminars and workshops undertaken, including those conducted by the nominated key staff, using the matrix below]

Title/Description	Conducted by	Inclusive Dates	Venue	Involvement*

*Such as participant, speaker or trainer

Memberships in Professional Societies

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/ Registration	License/Professional Number	Validity Date

Certification:

I, [full name of proposed professional staff], certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I also commit that I shall work for the project as [nominated position] once the firm is awarded the contract.

_____ Date: _____
[Signature over printed name of nominated key staff]

_____ Date: _____
[Signature over printed name of authorized representative of the firm]

Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear *[Addressee]*:

1. The **Governance Commission for GOCCs (GCG)** (hereinafter called “Procuring Entity”) has received financing (hereinafter called “funds”) from the General Appropriations Act of 2023 (hereinafter called the “Funding Source”) toward the cost of **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR**. The Procuring Entity intends to apply a portion of the funds in the amount of **Forty-Eight Million Pesos Only (₱48,000,000.00)** to eligible payments under the contract Consultancy Services for the Review of the Compensation and Position Classification System (CPCS) for the Government Sector for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consultancy Services: a study to provide sound and reliable basis for the adjustment in the compensation of government personnel in the Executive, Legislative and Judicial Branches, Constitutional Commissions and other Constitutional Offices, local government units (LGUs), and GOCCs, both those not covered and under the coverage of R.A. No. 10149. More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short listed consultants:

[Insert list of short listed consultants]
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be **3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226** during 8:00 a.m. to 4:00 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 ₱25,000.00.
7. The **GCG** will hold a Pre-Bid Conference on **03 November 2023, 9:30AM** at be **3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226** which shall be open to all short listed consultants.

Yours sincerely,

DIR. JOHANN CARLOS S. BARCENA
BAC Chairperson

Bidding Documents

Republic of the Philippines

CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR

A study to provide sound and reliable basis for the adjustment in the compensation of government personnel in the Executive, Legislative and Judicial Branches, Constitutional Commissions and other Constitutional Offices, local government units (LGUs), and GOCCs, both those not covered and under the coverage of R.A. No. 10149.

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. GENERAL	29
1. Introduction.....	29
2. Conflict of Interest	29
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	31
4. Consultant's Responsibilities.....	32
5. Origin of Associated Goods.....	34
6. Subcontracts	34
B. CONTENTS OF BIDDING DOCUMENTS.....	35
7. Pre-Bid Conference.....	35
8. Clarifications and Amendments to Bidding Documents.....	35
C. PREPARATION OF BIDS	36
9. Language of Bids	36
10. Documents Comprising the Bid: Technical Proposal	36
11. Documents Comprising the Bid: Financial Proposal	39
12. Alternative Bids.....	39
13. Bid Currencies	39
14. Bid Validity	40
15. Bid Security.....	40
16. Format and Signing of Bids.....	42
17. Sealing and Marking of Bids	43
D. SUBMISSION AND OPENING OF BIDS.....	43
18. Deadline for Submission of Bids	44
19. Late Bids.....	44
20. Modification and Withdrawal of Bids	44
E. EVALUATION AND COMPARISON OF BIDS.....	44
21. Opening and Preliminary Examination of Bids.....	44
22. Process to be Confidential.....	45
23. Clarification of Bids	45
24. Bid Evaluation.....	46

25.	Evaluation of Technical Proposals	46
26.	Opening and Evaluation of Financial Proposals	47
27.	Negotiations.....	47
28.	Post Qualification.....	48
29.	Reservation Clause	49
F.	AWARD OF CONTRACT.....	50
30.	Contract Award	50
31.	Signing of the Contract	51
32.	Performance Security	52
33.	Notice to Proceed	53
34.	Protest Mechanism	53

A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

2. Conflict of Interest

- 2.1. The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
 - (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
 - (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant

information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or

- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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

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

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

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

2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source

seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

4. Consultant's Responsibilities

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in as required in **ITB** Clause 10.2(d).
- 4.2. The Consultant is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

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

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

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

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

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the

required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

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

10. Documents Comprising the Bid: Technical Proposal

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

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

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

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:

- (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
- (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form . For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
 - (ii) Comments, if any, on the TOR (Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
 - (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
 - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in . Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule () indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in .

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in .
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. should form the covering letter of the Financial Proposal. Form , , , and , relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in , must match the list of experts and their respective inputs shown in .
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

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

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid

security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>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.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the

corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
 - (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
 - (iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section 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.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial

proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".

- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL PROPOSAL" and "COPY NO. ____ – FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Consultant in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

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

19. Late Bids

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

20. Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be

allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3. Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant’s bid security, pursuant to ITB Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1. Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2. The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3. To determine each bidder’s compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any

requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 21.4. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6. All technical envelopes shall be resealed. Those rated “passed” shall be secured for the detailed technical bid evaluation, while those rated “failed” will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately.
- 21.7. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant’s bid.

23. Clarification of Bids

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

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its

nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.

- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25. Evaluation of Technical Proposals

- 25.1. The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2. The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3. The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4. Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;

- (b) failure to submit any of the technical requirements provided under this ITB and TOR;
- (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
- (d) the Technical Proposal included any cost of the services.

26. Opening and Evaluation of Financial Proposals

- 26.1. Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2. The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

27. Negotiations

- 27.1. Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2. Negotiations shall cover the following:
 - (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
 - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
 - (f) Provisions of the contract.
- 27.3. Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were

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

- 27.4. Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5. The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28. Post Qualification

- 28.1. The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
- 28.3. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.4. The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.5. If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.6. A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.7. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.8. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
 - (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or

- (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
 - (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (4) Performance Security;
 - (5) Notice of Award of Contract; and
 - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or <i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(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%)

- 32.3. Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

- 33.1. Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue

the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

33.2. The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Governance Commission for GOCCs (GCG) The evaluation procedure is Quality Cost Based Evaluation/Selection (QCBE/QCBS) .
1.2	The Funding Source is the Government of the Philippines (GoP) through the General Appropriations Act of 2023 .

	The name of the project is CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR.																
1.3	A study to provide sound and reliable basis for the adjustment in the compensation of government personnel in the Executive, Legislative and Judicial Branches, Constitutional Commissions and other Constitutional Offices, local government units (LGUs), and GOCCs, both those not covered and under the coverage of R.A. No. 10149.																
1.4	<p>The phases of the project are as follows:</p> <table border="1"> <thead> <tr> <th>Project Phase</th> <th>Submission Schedule of Deliverables</th> </tr> </thead> <tbody> <tr> <td>Diagnostics</td> <td>Within one (1) month from the receipt of the NTP</td> </tr> <tr> <td>Competitive Salary Analysis, Base Salary Structure Development, Recommendation on Allowances, Benefits and Incentives, and Performance Incentive System Design for NG and GOCCs</td> <td>Within two (2) months from the receipt of the NTP</td> </tr> <tr> <td>Review of the Position Classification System and Index of Occupational Services for the GOCC Sector (IOS-G)</td> <td>Within three (3) months from the receipt of the NTP</td> </tr> <tr> <td>Sectoral Competitive Analysis</td> <td>Within three (3) months from the receipt of the NTP</td> </tr> <tr> <td>Base Pay Structure, Research and Design for the GOCC Sectors</td> <td>Within four (4) months from the receipt of the NTP</td> </tr> <tr> <td>Change Management Planning</td> <td>Within six (6) months from the receipt of the NTP</td> </tr> <tr> <td>Final Report</td> <td>Within six (6) months from the receipt of the NTP</td> </tr> </tbody> </table> <p>Refer to the Terms of Reference for the descriptions and deliverables per phase.</p>	Project Phase	Submission Schedule of Deliverables	Diagnostics	Within one (1) month from the receipt of the NTP	Competitive Salary Analysis, Base Salary Structure Development, Recommendation on Allowances, Benefits and Incentives, and Performance Incentive System Design for NG and GOCCs	Within two (2) months from the receipt of the NTP	Review of the Position Classification System and Index of Occupational Services for the GOCC Sector (IOS-G)	Within three (3) months from the receipt of the NTP	Sectoral Competitive Analysis	Within three (3) months from the receipt of the NTP	Base Pay Structure, Research and Design for the GOCC Sectors	Within four (4) months from the receipt of the NTP	Change Management Planning	Within six (6) months from the receipt of the NTP	Final Report	Within six (6) months from the receipt of the NTP
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Final Report	Within six (6) months from the receipt of the NTP																
5	No further instructions.																
6.1	Subcontracting is not allowed.																
6.2	Not applicable.																
7.1	The Procuring Entity will hold a pre-bid conference for this Project on 03 November 2023, 9:30AM at 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226 and/or through video conferencing or webcasting <i>via Microsoft Teams</i> which shall be open to prospective bidders. Prospective bidders that intend to participate through video conferencing may confirm their attendance by sending their email address two (2) days prior the scheduled pre-bid conference to <u>procurement@gcg.gov.ph</u> to receive the meeting invitation.																

8.1	<p>The Procuring Entity's address is:</p> <p>GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226 Tel. No. (632) 5328 2030 / 5318 1000 Fax No. (632) 5328 2030 / 5318 1000 www.gcg.gov.ph</p> <p><i>Contact Person:</i></p> <p>CHRISTIAN PAUL N. PINOTE <i>Chief Administrative Officer</i> Procurement Management Division GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226 Tel. No. (632) 5328 2030 / 5318 1000 Fax No. (632) 5328 2030 / 5318 1000 www.gcg.gov.ph</p> <p>Shortlisted consultants may also send their queries through e-mail to procurement@gcg.gov.ph.</p>
10.1(b)	Not applicable.

10.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1" data-bbox="438 293 1353 1279"> <thead> <tr> <th data-bbox="438 293 660 331">Role</th> <th data-bbox="660 293 1353 331">Qualifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="438 331 660 566">Project Champion</td> <td data-bbox="660 331 1353 566"> <ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree holder, with at least 10 years' work experience in designing position classification and compensation systems. ● Knowledgeable on Philippines Civil Service Laws, Rules, and Regulations as well as applicable labor laws </td> </tr> <tr> <td data-bbox="438 566 660 801">Project Manager</td> <td data-bbox="660 566 1353 801"> <ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 8 years of work experience in designing position classification and compensation systems ● Knowledgeable on Philippine Civil Service laws and government structure </td> </tr> <tr> <td data-bbox="438 801 660 1037">Compensation Specialist</td> <td data-bbox="660 801 1353 1037"> <ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of work experience in compensation, benefits and rewards system design and/or administration ● Knowledgeable on Philippine Civil Service laws and government structure </td> </tr> <tr> <td data-bbox="438 1037 660 1279">Compensation Survey and Data Analysis Expert</td> <td data-bbox="660 1037 1353 1279"> <ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of experience in compensation and benefits survey and data analysis ● Knowledgeable on Philippine Civil Service laws and government structure </td> </tr> </tbody> </table>	Role	Qualifications	Project Champion	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree holder, with at least 10 years' work experience in designing position classification and compensation systems. ● Knowledgeable on Philippines Civil Service Laws, Rules, and Regulations as well as applicable labor laws 	Project Manager	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 8 years of work experience in designing position classification and compensation systems ● Knowledgeable on Philippine Civil Service laws and government structure 	Compensation Specialist	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of work experience in compensation, benefits and rewards system design and/or administration ● Knowledgeable on Philippine Civil Service laws and government structure 	Compensation Survey and Data Analysis Expert	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of experience in compensation and benefits survey and data analysis ● Knowledgeable on Philippine Civil Service laws and government structure
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11.5	Taxes: Value Added Tax (VAT) if applicable										
11.7	The ABC is Forty-Eight Million Pesos Only (₱48,000,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.										
13.1	The bid prices shall be quoted in Philippine Pesos.										
13.3	No further instructions.										
14.1	Bids will be valid until 120 calendar days from the date of opening of proposals.										
15.1	<p>The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than ₱960,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 										

	2. The amount of not less than ₱2,400,000.00, if bid security is in Surety Bond.
15.2	The bid security shall be valid until 120 calendar days from the date of opening of proposals.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit one (1) original and nine (9) copies of the first and second components of its bid.
18	<p>The address for submission of bids is:</p> <p style="text-align: center;">GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226</p> <p>The deadline for submission of bids is 15 November 2023, 9:30AM.</p>
21.2	<p>The address for opening of bids is:</p> <p style="text-align: center;">GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226</p> <p>The date and time for opening of bids is 15 November 2023, 9:30AM.</p>
22.1	No further instructions.
25	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>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 BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>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.</p>

	<p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.</p>									
<p>25.3</p>	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <p>TECHNICAL PROPOSAL – 80%</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 5%;">(i)</td> <td style="width: 85%;"><i>Quality of Personnel</i></td> <td style="width: 10%; text-align: right;">35%</td> </tr> <tr> <td>(ii)</td> <td><i>Experience and capability of the consultant</i></td> <td style="text-align: right;">25%</td> </tr> <tr> <td>(iii)</td> <td><i>Plan of approach and methodology</i></td> <td style="text-align: right;">40%</td> </tr> </table> <ol style="list-style-type: none"> 1. <i>Completeness [approach for the scope of work indicated in Item III of the Terms of Reference]</i> 2. <i>Comprehensiveness</i> <ol style="list-style-type: none"> I. <i>Indicative work plan;</i> II. <i>Checklist of information/data requirements from GCG and stakeholders;</i> III. <i>Scope of data of the consultant; and</i> <ol style="list-style-type: none"> III.1 <i>Number and list of countries</i> III.2 <i>Number and sizes of companies as defined by Item III.A.2.b of the TOR</i> III.3 <i>List of Industries covered</i> III.4 <i>List of comparable jobs/profession with the position titles in TOR Annex A</i> IV. <i>Approach for each project scope/phase – including activities, and responsibilities of consultant and GCG, deliverable/s, etc.</i> 3. <i>Risk Management Planning [Actual risk and mitigation plan for the project]</i> <p>The minimum St required to pass is 75%.</p> <p>The attention of the Consultant is drawn to – Bids must adhere to the maximum number of pages outlined in Clause 10.2(a).</p>	(i)	<i>Quality of Personnel</i>	35%	(ii)	<i>Experience and capability of the consultant</i>	25%	(iii)	<i>Plan of approach and methodology</i>	40%
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(iii)	<i>Plan of approach and methodology</i>	40%								
<p>26.1</p>	<p>The opening of Financial Proposals shall be on 15 November 2023, 9:30AM at</p> <p>GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226 Tel. No. (632) 5328 2030 / 5318 1000 Fax No. (632) 5328 2030 / 5318 1000 www.gcg.gov.ph</p>									

	Financial Proposals shall be opened in public.
26.2	<p>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 weeks after the notification date unless otherwise specified in ITB Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>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.</p> <p>The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the 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 13. 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.</p> <p>The lowest Financial Proposal (FI) 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:</p> $Sf = 100 \times FI/F$ <p>Where:</p> <p>Sf is the financial score of the Financial Proposal under consideration,</p> <p>FI is the lowest Financial Proposal, and</p> <p>F is the Financial Proposal under consideration.</p> <p>Using the formula $S = St \times T\% + Sf \times F\%$, 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:</p>

	<p>T <u>0.80</u>; and</p> <p>F <u>0.20</u>;</p> <p>provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.</p>
27.1	<p>The address for negotiations is</p> <p>GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226</p>
(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	c) a copy of the consultant's latest General Information Sheet (GIS) if applicable
31.4.(6)	No additional requirement.
32.1	No further instructions.
33.2	The contract effectivity date shall be the date of contract signing. The consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

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.	DEFINITIONS	64
2.	HEADINGS	65
3.	LOCATION.....	65
4.	LAW GOVERNING CONTRACT AND SERVICES.....	65
5.	LANGUAGE	65
6.	CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES	66
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 OF CONTRACT	68
23.	COMMENCEMENT OF SERVICES.....	69
24.	EXPIRATION OF CONTRACT	69
25.	FORCE MAJEURE	69
26.	SUSPENSION	70
27.	TERMINATION BY THE PROCURING ENTITY.....	70
28.	TERMINATION BY THE CONSULTANT	71
29.	PROCEDURES FOR TERMINATION OF CONTRACTS.....	72
30.	CESSATION OF SERVICES	73
31.	PAYMENT UPON TERMINATION	73
32.	DISPUTES ABOUT EVENTS OF TERMINATION.....	73
33.	CESSATION OF RIGHTS AND OBLIGATIONS.....	73

34.	DISPUTE SETTLEMENT.....	74
35.	DOCUMENTS PREPARED BY THE CONSULTANT AND SOFTWARE DEVELOPED TO BE THE PROPERTY OF THE PROCURING ENTITY.....	74
36.	EQUIPMENT AND MATERIALS FURNISHED BY THE PROCURING ENTITY	74
37.	SERVICES, FACILITIES AND PROPERTY OF THE PROCURING ENTITY.....	74
38.	CONSULTANT’S ACTIONS REQUIRING PROCURING ENTITY’S PRIOR APPROVAL.....	75
39.	PERSONNEL	75
40.	WORKING HOURS, OVERTIME, LEAVE, ETC.	76
41.	COUNTERPART PERSONNEL.....	77
42.	PERFORMANCE SECURITY	77
43.	STANDARD OF PERFORMANCE	78
44.	CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.	78
45.	PROCUREMENT BY THE CONSULTANT	78
46.	SPECIFICATIONS AND DESIGNS.....	78
47.	REPORTS	79
48.	ASSISTANCE BY THE PROCURING ENTITY ON GOVERNMENT REQUIREMENTS	79
49.	ACCESS TO LAND.....	79
50.	SUBCONTRACT	80
51.	ACCOUNTING, INSPECTION AND AUDITING	80
52.	CONTRACT COST	81
53.	REMUNERATION AND REIMBURSABLE EXPENDITURES	81
54.	FINAL PAYMENT	82
55.	LUMP SUM CONTRACTS.....	82
56.	LIQUIDATED DAMAGES FOR DELAY	83

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) “Consultant” refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) “Effective Date” means the date on which this Contract comes into full force and effect.
 - (f) “Foreign Currency” means any currency other than the currency of the Philippines.
 - (g) “Funding Source” means the entity indicated in the **SCC**.
 - (h) “GCC” means these General Conditions of Contract.
 - (i) “Government” means the Government of the Philippines (GoP).
 - (j) “Local Currency” means the Philippine Peso (Php).
 - (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
 - (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
 - (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in **GCC** Clause 39.

- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

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

3. Location

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

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

- 6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.
- 6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. Authority of Member in Charge

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

8. Resident Project Manager

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

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

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

11. Relationship of Parties

- 11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the

Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.
- 15.2 Notice shall be deemed to be effective as specified in the **SCC**.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

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

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

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

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.

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

19. Currency of Payment

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

20. Liability of the Consultant

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

21. Insurance to be Taken Out by the Consultant

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

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

22. Effectivity of Contract

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

23. Commencement of Services

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

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25. Force Majeure

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

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

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

- (a) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees;
- (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
- (c) insufficiency of funds or failure to make any payment required hereunder; or
- (d) the Procuring Entity’s failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

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

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

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

- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract,

or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;

- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;
- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a);
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

28. Termination by the Consultant

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

thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

29. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain

services subject of the notice had been completed or performed before the Consultant's receipt of the notice;

- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;

- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

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

- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

37. Services, Facilities and Property of the Procuring Entity

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

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

38. Consultant's Actions Requiring Procuring Entity's Prior Approval

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

39. Personnel

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

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

39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to

be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
- (b) The Consultant has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.

43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

44. Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

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

46. Specifications and Designs

- 46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. Reports

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

- 48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
 - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
 - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
 - (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall

indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

50. Subcontract

50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

52. Contract Cost

- 52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
 - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
 - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the

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

54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section V. 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(g)	The Funding Source is the Government of the Philippines (GoP)
(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	The Member in Charge is <i>[name of member, address, and other necessary contact information]</i> . NOTE: <i>If the Consultant consists only of one entity, state "Not applicable".</i>
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: <u>Chairperson Marius P. Corpus</u> For the Consultant: _____ NOTE: <i>Name of authorized representative to be filled out by winning consultant prior to contract signing.</i>
15.1	The addresses are: Procuring Entity: GOVERNANCE COMMISSION FOR GOCCs Attention: <u>Chairperson Marius P. Corpus</u> Address: GOVERNANCE COMMISSION FOR GOCCs 3/F, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City, Philippines 1226 Email Address: procurement@gcg.gov.ph Consultants: <i>[insert name of the Consultant]</i> Attention: <i>[insert name of the Consultant's authorized representative]</i> Address: _____ Facsimile: _____

	Email Address: _____ NOTE: Contact details to be filled out by winning consultant prior to contract signing.
15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within one (1) hour following confirmed transmission; or (c) in the case of telegrams, within one (1) hour following confirmed transmission.
18.3	<i>State here Consultant's account where payment may be made.</i> NOTE: Details of account to be filled out by winning consultant prior to contract signing.
19	No further instructions.
20	"No additional provision." or, if the Consultant is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
22	None.
24	The development of the CPCS shall be completed within nine (9) months, commencing from the date of receipt by the winning Consultant of the Notice to Proceed (NTP). The time period shall be upon the acceptance of the final report or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The data, output, results from the survey, working file on the cost estimate, reports, and other relevant documents prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and any future use by the Consultant shall require prior written approval from the Procuring Entity.
38.(d)	All other actions pertaining and related to this project not specified in GCC Clause 38 shall require the Procuring Entity's prior approval.
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, 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.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is <i>[insert amount]</i> . NOTE: <i>The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</i>
52.2	No further instructions.
53.2	No additional instructions.
53.4	Reimbursement is not allowed.
53.5(a)	The following provisions shall apply to the advance payment and the advance payment guarantee: (a) An advance payment, representing the project mobilization fee, of 10% of the contract amount in Philippine peso shall be made within thirty (30) calendar days after the Effective Date, subject to submission of complete documents. The advance payment shall be repaid by the consultant by deducting from the consultant's progress payments such sum in the following schedule: <i>[to be agreed upon during contract negotiations]</i> (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.
53.5(c)	The interest rate is zero.
55.6	No further instructions.

Section VI. Terms of Reference

TERMS OF REFERENCE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR

I. INTRODUCTION

A. **Study of the CPCS for National Government Agencies (NGAs) Covered by the Salary Standardization Law (SSL)**

Section 5, Article IX-B of the 1987 Constitution stipulates that:

“The Congress shall provide for the standardization of compensation of government officials and employees, including those in government-owned or controlled corporations with original charter, taking into account the nature of the responsibilities pertaining to, and the qualifications required for their positions.”

In CY 1989, Congress passed Republic Act (R.A.) No. 6758¹ to execute the salary standardization provision of the 1987 Constitution. Corollary, the Department of Budget and Management (DBM) serves as the administrator of the unified Compensation and Position Classification System (CPCS).

Through the years, the following legislative measures/executive issuance were passed to update/modify the CPCS of government personnel:

- Joint Senate-House of Representatives Resolution (J.R.) No. 1, s. 1994;²
- J.R. No. 4, s. 2009³;
- Executive Order (E.O.) No. 201;⁴ and
- R.A. No. 11466 or the Salary Standardization Law (SSL) of 2019⁵ or more commonly known as SSL V.

May we highlight the underlying principles governing the current CPCS of government personnel under Section 2 of RA No. 11466:

“(a) Differences in pay shall be based upon substantive differences in duties, responsibilities, accountabilities and qualification requirements of the positions.

¹ An Act Prescribing A Compensation and Position Classification System in the Government and For Other Purposes.

² Joint Resolution Urging the President of the Philippines to Review the Existing Compensation and Position Classification System in the Government and to Implement the Same Initially Effective January 1, 1994.

³ Joint Resolution Authorizing the President of the Philippines to Modify the Compensation and Position Classification System of Civilian Personnel and the Base Pay Schedule of Military and Uniformed Personnel in the Government, and for Other Purposes.

⁴ Modifying the Salary Schedule for Civilian Government Personnel and Authorizing the Grant of Additional Benefits for Both Civilian and Military and Uniformed Personnel.

⁵ An Act Modifying the Salary Schedule for Civilian Government Personnel and Authorizing the Grant of Additional Benefits, and For Other Purposes.

- (b) *The compensation for all civilian government personnel shall be standardized and rationalized across all government agencies to create an enabling environment that will promote social justice, integrity, efficiency, productivity, accountability and excellence in the civil service.*
- (c) *The compensation of all civilian personnel shall generally be competitive with those in the private sector doing comparable work in order to attract, retain and motivate a corps of competent and dedicated civil servants.*
- (d) *A performance-based incentive scheme which integrates personnel and organizational performance shall be established to reward exemplary civil servants and well-performing organizations.*
- (e) *The compensation scheme shall take into consideration the financial capability of the government and shall give due regard to the efficient allocation of funds for personnel services, which shall be maintained at a realistic level in proportion to the overall expenditure of government.”*

Under the current Total Compensation Framework (TCF), the total payment given to an employee for services rendered shall be limited to the following categories:

- Basic Salaries, including Step Increments;

An employee may progress from Step 1 to Step 8 of the Salary Grade allocation of his/her position in recognition of meritorious performance and/or through length of service.
- Standard Allowances and Benefits which are given to all employees across agencies, namely;
 - (i) Personnel Economic Relief Allowance (PERA);
 - (ii) Uniform/Clothing Allowance (U/CA); and
 - (iii) Year-end Bonus and Cash Gift (YEB and CG).
- Specific-Purpose Allowances and Benefits which are granted under specific conditions and situations related to the actual performance of work, and limited to the following:
 - (i) Representation and Transportation Allowances (RATA);
 - (ii) Per Diem;
 - (iii) Honoraria;
 - (iv) Night-Shift Differential;
 - (v) Overtime Pay;
 - (vi) Subsistence Allowance;
 - (vii) Hazard Pay;
 - (viii) Special Counsel Allowance;
 - (ix) Magna Carta Benefits as prescribed by law; and
 - (x) Overseas and Other Allowances for Government Personnel Stationed Abroad.
- Incentives (i) to reward an employee’s loyalty to government service

and contributions to the agency’s continuing viable existence, and (ii) as rewards for exceeding agency financial and operational performance targets, and to motivate employee efforts toward higher productivity, as follows:

- (i) Loyalty Incentive;
- (ii) Anniversary Bonus;
- (iii) Mid-Year Bonus (MYB);
- (iv) Collective Negotiation Agreement (CNA) Incentive;
- (v) Productivity Enhancement Incentive (PEI); and
- (vi) Performance-Based Bonus (PBB).

The MYB and PEI are across-the-board incentives while the PBB is a top-up incentive linked with organization/delivery unit/individual performance conditions.

The monetary and non-monetary rewards for recognition of personnel under the Program on Awards and Incentives for Service Excellence (PRAISE) is likewise under the category of Incentives.

At present, there are around 1.4 million civilian regular employees of the national government covered by the SSL, distributed in the following population categories:

Population Category	Number of Authorized Positions			%
	Filled	Vacant	Total	
Medical and Allied Medical	63,992	18,212	82,204	5.62%
General Civil Servants	306,116	81,673	387,789	26.52%
Teaching and Teaching	948,428	44,047	992,475	67.86%
Total			1,462,468	100.00%

The SSL V also applies to all casual and contractual personnel of the national government, as well as salaried personnel of local government units (LGUs), whether regular, contractual or casual in nature, elective or appointive.

It bears noting that despite the series of compensation adjustments, there remains to be a significant number of vacant positions in the following occupational groups: *attorney, information technology, medical, nursing, allied medical, teaching related.*

As confirmed by the different government agencies, there are hardly any applicants for the said positions partly due to the lower compensation package offered by government compared to private sector rates.

It is equally worth noting that the Personnel Services (PS) has the second largest share of the CY 2023 national budget at P1.621 Trillion, with the bulk of PS expense allocated to the salaries and other compensation benefits of civilian personnel.

B. Review of the CPCS for GOCCs under E.O. No. 150

The Governance Commission for GOCCs was created under R.A. No. 10149⁶ to be the central advisory, monitoring, and oversight body with authority to formulate, implement, and coordinate policies governing GOCCs. It shall be responsible for developing the CPCS mandated under Section 5(h) in relation to Chapter III of R.A. No. 10149, to wit:

(h) Conduct compensation studies, develop, and recommend to the President a competitive compensation and remuneration system which shall attract and retain talent, at the same time allowing the GOCC to be financially sound and sustainable;

X X X

CHAPTER III

COMPENSATION AND POSITION CLASSIFICATION SYSTEM FOR GOCCS

SEC. 8. *Coverage of the Compensation and Position Classification System.* – The GCG, after conducting a compensation study, shall develop a Compensation and Position Classification system which shall apply to all officers and employees of the GOCCs xxx.

Hence, with the assistance of a human resource management and development consultant, the GCG previously conducted the requisite compensation study and submitted to the President for his approval the CPCS for the GOCCs. On 22 March 2016, or months before the end of his term, former President Benigno Simeon Aquino III issued E.O. No. 203, s. 2016,⁷ establishing a CPCS and a General Index of Occupational Services for the GOCCs (IOS-G). On 28 July 2017, former President Rodrigo Roa Duterte issued E.O. No. 36, s.2017,⁸ suspending the CPCS under E.O. No. 203 and providing an interim compensation framework for the GOCCs under the coverage of R.A. No. 10149, pending a new CPCS approved by the President.

The GCG thus conducted another compensation study with the assistance of a consultant and submitted to former President Duterte for his approval the CPCS for the GOCCs.

On 01 October 2021, former President Duterte signed E.O. No. 150, s.2021 entitled “*Approving the Compensation and Position Classification System (CPCS) and Index of Occupational Services, Position Titles, and Job Grades for GOCCs (IOS-G) Framework, Repealing Executive Order No. 203 (s.*

⁶ *GOCC Governance Act of 2011.*

⁷ *Adopting a Compensation and Position Classification System (CPCS) and a General Index of Occupational Services (IOS) for the GOCC Sector Covered by Republic Act No. 10149 and for other Purposes.*

⁸ *Suspending the Compensation and Position Classification System Under Executive Order No. 203 (s. 2016), providing for Interim Compensation Adjustments, and for other Purposes.*

2016), and for Other Purposes.” E.O. No. 150 took effect on 05 October 2021.⁹

As of June 2022, there are one hundred 100 GOCCs classified under eight (8) industries¹⁰ that will be re-evaluated and standardized by the CPCS. Apart from the National Government Agencies (NGAs) Sector, the GOCC Sectors identified by the GCG are as follows:

1. Government Financial Institutions;
2. Trade, Area Development, and Tourism;
3. Education and Cultural;
4. Gaming;
5. Energy and Materials;
6. Agriculture, Fisheries, and Food;
7. Utilities and Communications; and
8. Healthcare Services.

Pursuant to Chapter V of the CPCS attached to E.O. No. 150, s. 2021, eighty-seven (87) GOCCs have been assigned¹¹ their CPCS GOCC Category, and sixty-four (64) GOCCs have received their Authorization to Implement the CPCS as of 31 December 2022.

Corollary, Section 9 of E.O. No. 150, s. 2021 provides for the periodic review of the CPCS, to wit:

SECTION 9. Periodic Review of the CPCS. The GCG En Banc shall review the CPCS three (3) years after its effectivity, and every three (3) years thereafter, taking into account the performance of GOCCs, their overall contribution to the national economy, and the possible erosion in purchasing power due to inflation and other factors.

On the other hand, pursuant to Section 11 of R.A. No. 11466, the fourth and final tranche of the Modified Salary Schedule for civilian government personnel shall be implemented beginning 01 January 2023. Section 5 of the same R.A. further provides that the DBM shall continually review and update the Position Classification System in consideration of substantial changes in and complexity of duties and responsibilities of positions, work methods, skills, competencies, and other relevant factors.

Below are the respective timelines for the implementation and review of the CPCS under E.O. No. 150 and R.A. No. 11466 (SSL V):

Year	E.O. No. 150	R.A. No. 11466
2019	-	-
2020	-	Year 1 of Implementation

⁹ Based on the letter from the Malacañang Records Office (MRO) dated 11 October 2021

¹⁰ As per GCG Annex A.

¹¹ As held during the 27 January 2021, 15 February 2021 and 22 October 2022 GCG *En Banc* Meetings.

Year	E.O. No. 150	R.A. No. 11466
2021	Approval of E.O. No. 150	Year 2 of Implementation
2022	Year 1 of Implementation	Year 3 of Implementation
2023	Year 2 of Implementation	Year 4 of Implementation and Periodic Review
2024	Year 3 of Implementation and Periodic Review	-

Based on the above timelines, the GCG and DBM may adopt the same methodology during the E.O. No. 201 and E.O. No. 203 review wherein the consultant will first review the SSL and the results thereof shall be used as benchmark for the CPCS review.

Hence, during the 2021 Year-End GCG *En Banc* meeting on 21 December 2021, the joint procurement of the consultancy services for the review of the CPCS and SSL of 2019 was discussed by the Commission, with GCG as the procuring entity.

In line with this, on 21 April 2022, the GCG *En Banc* Resolution 2022-01 was approved, allowing the inclusion of the budget for the procurement of the Consultant for the review of the CPCS and SSL of 2019 in the FY 2023 National Expenditure Program (NEP) of GCG, and which was subsequently included in the FY 2023 General Appropriations Act.

Accordingly, these terms of reference pertain to the procurement of consultancy services, pursuant to the guidelines set forth in R.A. No. 9184¹² and its implementing rules, of a reputable and established firm long engaged in the Human Resource industry, which shall provide the necessary technical assistance to the DBM and GCG in reviewing the CPCS of the government sector.

II. **OBJECTIVES AND RATIONALE**

Overall, this study aims to provide a sound and reliable basis for the adjustment in the compensation of government personnel in the Executive, Legislative and Judicial Branches, Constitutional Commissions and other Constitutional Offices, local government units (LGUs), and GOCCs, both those not covered and under the coverage of R.A. No. 10149.

Specifically, the following are expected from the study:

A. Study of the CPCS for NGAs covered by the SSL

1. Assessment of the current compensation and benefits system with respect to:
 - Competitiveness in the job market and comparability with the private sector;
 - Ability to attract, motivate, and retain competent and ethical civil servants; and,

¹² An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for other Purposes

- Effectiveness of the performance-based pay.
2. Proposals to enhance the competitiveness of public sector compensation, and optimize Personnel Services spending. Such proposals may be in the form of salary increases, adjustment in the rate of benefits and allowances, rationalization of incentives, and/or fine tuning of the current Total Compensation Framework.

Such increases/adjustments/refinements shall be benchmarked with the practices in the Philippine private sector and shall consider the effects of inflation on compensation.

The study shall also include getting information on compensation practices in the public sector of select countries.

3. Proposal for the enhancement of the Provident Fund (PF).

From the time the establishment of the PF was authorized in CY 2007, the government contribution in the case of NGAs has been limited in the form of support for reasonable operating requirements in the administration of the PF, such as part-time assignment of existing personnel, and use of agency facilities and equipment.

4. Estimate of the budgetary implication of the proposed adjustments in basic salary, allowances and benefits; and the strategy for implementation in the national government and local government units.

B. Review of the CPCS for GOCCs under E.O. No. 150

1. Review of the classification of GOCCs under the CPCS
2. Assessment of the current compensation system with respect to:
 - Competitiveness in the job market and comparability with the private sector;
 - Ability to attract, motivate, and retain competent and ethical civil servants; and,
 - Effectiveness of the performance-based pay.
3. Assessment of the position classification system in terms of:
 - Career and salary banding of positions under the CPCS
 - Hierarchy of positions common in the GOCCs
4. Proposal on the necessary adjustments on the following:
 - Classification of GOCCs under the CPCS to capture the current financial position of GOCCs, among others.
 - Total compensation to enhance the competitiveness and attractiveness of compensation in the GOCC sector. These adjustments shall be

benchmarked with the practices in the Philippine private sector and shall consider the effects of inflation on compensation. The study shall include getting information on compensation practices in the public sector of select countries, taking into account the performance of GOCCs, their overall contribution to the national economy, and the possible erosion in purchasing power due to inflation and other factors.

- Position classification system to address issues brought up during the implementation of the current CPCS.

Further, the procurement of the services of a Consultant in the review of the CPCS in the government sector is of great import due to the following considerations:

- Magnitude of work requiring the study, evaluation, analysis, and pricing of a considerable number of positions of varying levels, titles, and levels which are very diverse in nature and scope, which requires specialized knowledge and experience on human resources management.
- Time constraint brought about by necessity to provide the covered government agencies with the means to attract and retain qualified personnel who can contribute to the efficient and effective performance of respective agencies/corporations.

III. **SCOPE OF WORK**

The project shall encompass the following activities, expected to be performed by the firm, under the general supervision of the DBM and GCG:

A. Study of the CPCS for NGAs covered by the SSL

1. Review of the current compensation and benefits system under the Total Compensation Framework and diagnose the same vis-à-vis the above objectives cited in II.A.1.
2. Gathering of reliable data on salaries and other compensation (basic salaries, allowances, bonuses, and incentives) of benchmark positions in the Philippine private sector, as well as on compensation practices in other select sovereign countries.
 - a. The survey shall be done for 100 benchmark positions listed in Annex A. Each benchmark position shall have a minimum of ten (10) data points or survey responses from different companies.
 - b. The nationwide survey shall cover a cross-section of small (25%), medium (50%) and large (25%) companies in various industries with the following parameters:

Size of Firm	Company Financials ¹³	Number of full-time equivalent employees
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¹³ Company financials shall refer to:
 a. Total Operating Income for banking and financial institutions
 b. Present value of new business premiums for life insurance institutions
 c. Gross written premiums for general insurance institutions

Small	<P8.25B	50 to 240
Medium	P8.25B to P55B	241 to 1,600
Large	More than P55B	more than 1,600

- c. The survey shall cover firms all over the country with the following proportion: 50% in Luzon including NCR; 25% in Visayas; and 25% in Mindanao.
 - d. The study shall also cover the compensation practices in the public sector of other sovereign countries in the Asia-Pacific Region¹⁴ vis-à-vis the private sector in the respective countries for the following positions:
 - Head of Government
 - Head of Department/Ministry
 - Middle Level Supervisor
 - Senior Level Professional
 - Entry Level Professional
 - Teacher (Elementary, High School)
 - Doctor
 - Nurse
 - Lawyer
3. Analysis of survey results and comparison with the current government total compensation framework.
 4. Formulation of options on the salary schedule for civilian government personnel competitive with the prevailing rates for comparable jobs in medium- and large-size firms in the private sector, while considering the available financial resources of the government.
 5. Design of a competitive, equitable, and affordable performance incentive system for the bureaucracy.
 6. Estimating the cost impact of adjustments in salary and in the rates of allowances, benefits and incentives.
 7. Crafting the implementation strategy.

B. Review of the CPCS for GOCCs under E.O. No. 150

1. Diagnostics

Assessment of the current state of the implementation of GOCCs of the CPCS (strengths, gaps, and change opportunities) considering the goals and objectives of the compensation frameworks, design (remuneration mix) of the compensation frameworks and its competitiveness against the private sector, current trends and best practices, the views of the different

d. Total revenues for other revenue generating organizations
e. Operating budget for non-profit organizations

¹⁴ United States of America, Singapore, Malaysia, Thailand, and Indonesia

stakeholders of the project, the performance of GOCCs, their overall contribution to the national economy, and the possible erosion in purchasing power due to inflation and other factors, among others.

2. Data Gathering

Gathering of reliable data on salaries and other compensation (basic salaries, allowances, bonuses, and incentives) of the Philippine private sector and national government, with focus on critical positions.

A survey shall be conducted following these parameters:

- 2.1. The survey shall be done for the GOCC benchmark positions.¹⁵ Each benchmark position shall have a minimum of ten (10) data points or survey responses from different companies.
- 2.2. The nationwide survey shall cover a cross-section of companies in various sectors with the following parameters:

Size of Firm	Company Financials¹⁶	Number of full-time equivalent employees
Small	<P8.25B	50 to 240
Medium	P8.25B to P55B	241 to 1,600
Large	More than P55B	more than 1,600

- 2.3. The survey shall cover firms all over the country with the following proportion: 50% in Luzon including NCR; 25% in Visayas; and 25% in Mindanao.
- 2.4. The survey shall also cover the compensation practices in the public sector (including the regulatory agencies) and the private sector for the following positions:
 - Members of the Board of Directors/Trustees
 - Head of Agency/Corporation
 - Executive level positions
 - Managerial positions
 - Supervisory positions
 - Senior professional positions
 - Entry level professional positions
 - General Staff/Clerical positions
 - Manual labor positions
 - Doctor

¹⁵ To be determined with the consultant during the study.

¹⁶ Company financials shall refer to:

- a. Total Operating Income for banking and financial institutions
- b. Present value of new business premiums for life insurance institutions
- c. Gross written premiums for general insurance institutions
- d. Total revenues for other revenue generating organizations
- e. Operating budget for non-profit organizations

- Nurse
- Lawyer
- Information Technology Officer
- Unique positions of GOCCs¹⁷

3. Competitive Salary Analysis, Base Salary Structure Development for GOCCs, and Performance Incentive System Design

Analysis of survey results and comparison with the current total compensation framework under the CPCS.

Formulation of options on the salary schedule for personnel of GOCCs competitive with the prevailing rates for comparable jobs in firms in the private sector., as well as design of a competitive, equitable, and affordable performance incentive system, while considering the available financial resources of the government and which are applicable in accordance with existing laws, rules and treaties in which the Philippines is a party.

4. Review of the Position Classification System Under the CPCS

Conduct a review of the Job Evaluation methodology under the CPCS and the Index of Occupational Services, Position Titles, and Job Grades for GOCCs (IOS-G).

5. Sectoral Competitive Analysis

Conduct of a comprehensive, up-to-date, and dynamic competitive analysis of the salaries of the GOCC sector vis-à-vis private sector, with focus on the identified critical positions in each GOCC sector.

Upon confirmation of the appropriate target market group (which shall include NGAs), the firm shall begin obtaining and securing market information. This shall be followed by the evaluation of various components of pay alongside market practice using the data obtained from the survey.

6. Design of Total Compensation for the GOCC sector

Creation of the total compensation under the reviewed CPCS for GOCCs which includes the basic salary, allowances, benefits, and incentives, incorporating the pay policy and the competitive salary analysis into the Compensation System of the CPCS. The GCG and the firm shall revisit and affirm the policies, guidelines, and parameters initially set forth by the parties.

7. Cost Impact

Estimating the cost impact of adjustments in salary and in the rates of allowances, benefits and incentives of GOCCs.

¹⁷ To be determined with the consultant during the study.

8. Change Management Planning

Proposal of a change management plan to be implemented across the GOCCs to aid the GCG in ensuring that the GOCC Sectors are equipped to adopt the changes brought about by the new CPCS. The plan shall be consistent with the following:

- 8.1. Efficient but comprehensive to cover communication strategies and resistance management.
- 8.2. Specific guideposts for GCG and GOCCs to manage communication done at the level of the individual employee and at the organizational level.
- 8.3. Sustainable change model that will not be constrained to the end of the CPCS Implementation but to be incorporated in all the phases of the CPCS project, especially during stages where engagements with GOCCs are optimal.

9. The scope of work in each of the abovementioned phases shall also include the following, if applicable:

- 9.1. Complete documentation of every phase;
- 9.2. Data on best practices;
- 9.3. Research method guides (interviews, FGDs, surveys) to enable GCG staff to replicate the processes, if necessitated;
- 9.4. Consolidation and management of all data gathered;
- 9.5. Training, user manual, testing of tools and technology that may be used and/or developed, including institutional arrangements, policies, and incentives which may take-off from the data obtained by the GCG and from the firm's database;
- 9.6. General implementation guidelines and facilitation of change management and transition planning for the CPCS;
- 9.7. Turnover all findings during researches and reviews conducted throughout the duration of the development of the CPCS;
- 9.8. Provision of logistics and venue requirements in coordination with GCG whenever necessary; and
- 9.9. Industry-specific findings and recommendations.

The end goal of the consulting service is the review of the current CPCS as well as knowledge and technology transfer to ensure that the pertinent GCG staff are able to independently carry-out and continue the work regarding CPCS development and implementation with limited advice from the firm or other experts.

IV. **RESPONSIBILITIES OF THE DBM AND GCG**

The DBM and the GCG, within the scope of their respective jurisdictions, shall determine the acceptability of the deliverables in the phases concerned and shall be the approving authority for all operations-related activities. In addition, discussions and results of the compensation study shall also be coordinated with the DBM and the GCG for comments, inputs, and further acceptability.

Further, the GCG shall remain responsible for the release of payment for the consultant's remuneration and reimbursable costs under the contract.

Moreover, the GCG, through the CPCS Secretariat, shall facilitate the study process by providing the following:

1. Assistance in coordinating with GCG-Office of the Commission Proper (OCP), other GCG units, and other related government agencies to solicit comments and inputs related to the study;
2. Technical and secretariat support to the study by coordinating meetings between the Consultant and appropriate units in GCG as well as in consolidating and processing of comments/recommendations/inputs.

V. QUALIFICATION REQUIREMENTS

The consultancy firm to be engaged in this project should have the following qualifications:

1. Legal capacity and solid experience in human resource management and compensation and benefits administration for at least five (5) years.
2. Has done satisfactory work with government institutions in the Philippines in designing position classification and compensation systems.
3. Has the capability to assign competent key personnel to work on the project, as follows:

Role	Minimum Number of Personnel	Qualifications
Project Champion	1	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree holder, with at least 10 years' work experience in-designing position classification and compensation systems ● Knowledgeable on Philippines Civil Service Laws, Rules and Regulations as well as applicable labor laws
Project Manager	1	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 8 years of work experience in designing position classification and compensation-systems ● Knowledgeable on Philippine Civil Service laws and government structure

Role	Minimum Number of Personnel	Qualifications
Compensation Specialist	3	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of work experience in compensation, benefits and rewards system design and/or administration ● Knowledgeable on Philippine Civil Service laws and government structure
Compensation Survey and Data Analysis Expert	2	<ul style="list-style-type: none"> ● Preferably Filipino citizen ● College degree ● At least 6 years of work experience in compensation and benefits survey and data analysis ● Knowledgeable on Philippine Civil Service laws and government structure

The firm must also have experience in developing compensation and position classification systems in the context of government institutions, for the purpose of ensuring acceptability of the resulting study. Experience of the firm in conducting the CPCS for the government sector shall also be an advantage.

The firm must also be able to provide the DBM and GCG during the duration of the project the necessary Human Resource (HR) and Talent Management analytical tools, Technology/Software that would enable it to do analysis and benchmarking, job leveling, and design of performance-based rewards systems. These analytical tools must preferably be supported by a comprehensive database containing talent and reward data on around 15,000 to 20,000 jobs or positions, local and abroad and an on-line platform to allow interface between the DBM, GCG and GOCCs. Preferably, such tools, technology, or software must be capable of customization and implementation in accordance to DBM and GCG requirements. Successful application of the software in the GOCC Sectors will be an advantage.

The firm shall also be financially capable to continue the services throughout the duration of the project in the event of any contingencies such as but not limited to, delay in payment or unforeseen business losses or reversals on the part of the firm.

VI. IMPLEMENTATION PERIOD, DELIVERABLES, SUBMISSION SCHEDULE, AND PAYMENT SCHEDULE

1. Implementation Period

The development of the CPCS shall be completed within nine (9) months, commencing from the date of receipt by the winning Consultant of the Notice to Proceed (NTP).

Accordingly, an Initial Report on Competitive Salary Analysis, Base Salary Structure Development, and Performance Incentive System Design for NG sector shall be provided by the consultant **within one (1) month from the**

receipt of the Notice to Proceed (NTP), subject to change upon mutual agreement between the consultant and the DBM. The Final Report on the same shall be submitted within the prescribed timeline indicated Item VI (2).

2. Deliverables and Payment Schedule

The main output of the project will be the proposed CPCS for the NGA sector and eight (8) sectors of the GOCCs, which shall be presented to the GCG *En Banc*.

In the development of the CPCS, the Consultant shall submit to the GCG - for validation and approval¹⁸ - the deliverables of each phase, as can be seen below.

A project mobilization fee equivalent to 10% of the contract amount may be paid to the consultant, subject to the guidelines under pertinent laws and issuances.

Project Phase	Project Deliverables	Submission Schedule	Payment
Diagnostics	<ul style="list-style-type: none"> Consolidation and review of preliminary information obtained from DBM, GCG, sample GOCCs, and other stakeholders. Consolidation of preliminary agreements between DBM, GCG and the firm regarding the guiding principles in the review of the CPCS, ensuring that applicable Philippine laws, treaties and jurisprudence are observed during the crafting of the new CPCS. Documentation of the Project Planning, Methodology and Diagnostics Phase 	Within one (1) month from the receipt of the NTP	10%
Competitive Salary Analysis, Base Salary Structure Development, Recommendation on Allowances, Benefits and Incentives, and	<ul style="list-style-type: none"> Base Salary Structure of the NG and GOCCs Competitive Salary Analysis Recommendation on Allowances, Benefits and Incentives, including 	Within two (2) months from the receipt of the NTP	20%

¹⁸ Subject to Part IV of this TOR.

Project Phase	Project Deliverables	Submission Schedule	Payment
Performance Incentive System Design for NG and GOCCs	Provident Fund for NG and GOCCs <ul style="list-style-type: none"> ● Documentation of the Competitive Salary Analysis and Base Salary Structure Development Phase ● Report on Compensation Practices in Other Countries ● General implementation guidelines 		
Review of the Position Classification System and Index of Occupational Services for the GOCC Sector (IOS-G)	<ul style="list-style-type: none"> ● Desk audit and job evaluation results (if deemed necessary) ● Review of the Position Classification System of the CPCS, which should include, among others: <ul style="list-style-type: none"> ○ Manual and guidelines in using the Position Classification System ○ Benchmark and Sector-Specific jobs ○ Descriptors of each salary range ○ Test cases into the Position Classification System ○ Training of GCG personnel and/or GOCC representatives for ongoing implementation and future/succeeding evaluations ● Review of the Index of Occupational Services for GOCCs (IOS-G), which shall include the following, among others: <ul style="list-style-type: none"> ○ Guidelines in using the IOS-G 	Within three (3) months from the receipt of the NTP	20%

Project Phase	Project Deliverables	Submission Schedule	Payment
	<ul style="list-style-type: none"> ○ Review of IOS-G Codes assigned to positions of GOCCs with or without released Authorization to Implement (ATI) the CPCS ● Review of Career Banding of the positions ● Review of the mapping of salary grade to job grade equivalent of GOCCs implementing the SSL. ● Documentation of the Job Evaluation Phase 		
Sectoral Competitive Analysis	<ul style="list-style-type: none"> ● Consolidation and review of GOCC salary information ● Labor market data and analysis ● Competitive Analysis of Compensation of GOCC employees and officers against the prevailing market/private sector compensation ● Documentation of the Competitive Salary Analysis (Sector-Specific) Phase 	Within three (3) months from the receipt of the NTP	
Base Pay Structure Research and Design for the GOCC Sectors	<ul style="list-style-type: none"> ● Confirm salary structure design parameters (e.g. positioning objective, target market) ● Utilizing data gathered from previous steps, update the CPCS base pay structure(s) that will align salaries with the identified target market and positioning objective and address the possible erosion in purchasing power due to inflation over the span of three (3) years 	Within four (4) months from the receipt of the NTP	30%

Project Phase	Project Deliverables	Submission Schedule	Payment
	<ul style="list-style-type: none"> ● Updated Base Pay Structure Design of the CPCS ● Documentation of the updated Base Pay Structure Design Phase ● Salary structure recommendations ● Compensation Manual ● Methodology on the Migration of GOCCs from current compensation framework to the updated CPCS compensation framework 		
Change Management Planning	<ul style="list-style-type: none"> ● Overall transition strategy and implementation plan for NG and GOCCs ● Transition guidelines related to the new systems ● Communications strategy and draft content for employee communication of NG and GOCCs ● Front-Line Manager Communication Toolkits ● Train-the-trainer session materials and/or facilitated train-the-trainer sessions ● Tailored transition support for each GOCC 	Within six (6) months from the receipt of the NTP	10%
Final Report	<ul style="list-style-type: none"> ● Final report on CPCS (for NG and GOCCs) as accepted by DBM and GCG ● Report and copy of working files of the new compensation framework and cost estimates ● Presentation materials and refinement of the CPCS, and actual conduct of 	Within six (6) months from the receipt of the NTP	10%

Project Phase	Project Deliverables	Submission Schedule	Payment
	presentation of the final report.		

The DBM and the GCG shall be entitled to the following rights:

1. Retain ownership of all original data and materials, and the intellectual property rights in the data provided to the Firm;
2. Right to use, reproduce, and adapt the copies of the work product resulting from the completion of the study; and
3. Right to disseminate the results of the study to other government agencies and the general public without need of notice or permission to the firm.

VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the review of the CPCS for the government sector project is **Forty-Eight Million Pesos (₱48,000,000.00)**.

Taxes, representation, transportation, travel, accommodation and other expenses, and out-of-pocket costs are for the account for the consultancy firm and shall be deemed included in the contract price.

***** NOTHING FOLLOWS *****

Annex A: Benchmark positions by Salary Grade

Salary Grade	Position Title
1	Administrative Aide I (Utility Worker I)
2	Administrative Aide II (Messenger)
3	Administrative Aide III (Clerk I)
4	Administrative Aide IV (Accounting Clerk I)
4	Nursing Attendant I
5	Administrative Aide V (Carpenter II)
5	Legal Aide
6	Administrative Aide VI (Buyer II)
7	Administrative Assistant I (Computer Operator I)
8	Administrative Assistant II (Bookkeeper)
8	Engineering Assistant
9	Administrative Assistant III (Secretary II)
9	Midwife I
10	Administrative Officer I (Cashier I)
10	Respiratory Therapist I
11	Administrative Officer II (Human Resource Management Officer I)
11	Computer Maintenance Technologist I
11	Computer Programmer I
11	Economist I
11	Medical Technologist I
11	Science Research Analyst
11	Occupational Therapist I
11	Radiologic Technologist I
11	Psychometrician*
11	Psychologist I
11	Teacher I
11	Tourism Operations Officer I
12	Accountant I
12	Architect I
12	Engineer I
12	Guidance Counselor II
12	Information Systems Analyst I
12	Instructor I
12	Teacher II
13	Instructor II
13	Teacher III
13	Veterinarian I
14	Administrative Officer III (Cashier II)
14	Dentist I
14	Head Teacher I
15	Administrative Officer III (Budget Officer II)
15	Computer Programmer II

Annex A: Terms of Reference of the Review of the CPCS for the Government Sector

Salary Grade	Position Title
15	Nurse I
15	Occupational Therapist II
16	Nurse II
16	Accountant II
16	Engineer II
16	Information Systems Analyst II
17	Assistant Professor III
17	Dentist II
18	Administrative Officer V (Cashier III)
18	Associate Public Attorney I
18	Economist III
18	Master Teacher I
18	Pharmacist III
18	Psychologist III
18	Statistician III
18	Training Specialist III
19	Senior Science Research Specialist
19	Associate Professor I
19	Engineer III
19	Master Teacher II
19	Information Technology Officer I
19	School Principal I
20	Nurse V
20	School Principal II
21	Attorney III
21	Master Teacher IV
21	Medical Officer III
22	Architect IV
22	Medical Specialist I
23	Associate Professor V
23	Attorney IV
23	Medical Officer IV
24	Chief Accountant
24	Chief Administrative Officer (Human Resource Management Officer V)
24	Engineer V
24	Information Technology Officer III
24	Medical Specialist III
24	Nurse VII
24	Professor I
24	Training Specialist V
25	Director I
25	District Engineer
25	Public Attorney I
26	Director II
26	Medical Center Chief I
26	Medical Specialist V

Annex A: Terms of Reference of the Review of the CPCS for the Government Sector

Salary Grade	Position Title
27	Director III
27	Public Attorney III
27	SUC President I
28	Director IV
28	Public Attorney IV
28	SUC President II
29	Department Assistant Secretary
29	Professor VI
29	Public Attorney V
30	Chief Public Attorney
30	Department Undersecretary
31	Department Secretary

* New class

Annex A: Benchmark positions by Occupational Group

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
GENERAL ADMINISTRATIVE				
1	Administrative Aide I (<i>Utility Worker I</i>)	Performs simple and routine manual work in cleaning offices and facilities	Entry	Elementary School Graduate
2	Administrative Aide II (<i>Messenger</i>)	Collects and delivers correspondences, documents, packages, and other items	Lone position	Elementary School Graduate
3	Administrative Aide III (<i>Clerk I</i>)	Performs routine and general clerical tasks to support general office operations	Entry	Elementary School Graduate
5	Administrative Aide V (<i>Carpenter II</i>)	Performs intermediate level carpentry projects in offices, buildings and other facilities	Journeyman	Elementary School Graduate
6	Administrative Aide VI (<i>Buyer II</i>)	Performs skilled buying work in the acquisition of supplies, materials, furniture and equipment	Journeyman	Elementary School Graduate
9	Administrative Assistant III (<i>Secretary II</i>)	Provides secretarial services to a Bureau Director	Journeyman	Completion of 2 years studies in College
11	Administrative Officer II (<i>HRM Officer I</i>)	Performs simple professional HRM work in a division or organization of equivalent level	Entry	Bachelor's degree
24	Chief Administrative Officer (<i>HRM Officer V</i>)	Supervises the HRM work in a division or organization of equivalent level	Chief of Division	Master's degree
FINANCE				
8	Administrative Assistant II (<i>Bookkeeper</i>)	Maintains a general ledger by posting debit and credit entries from journal sheets of small accounts	Entry	Completion of 2 years studies in College
10	Administrative Officer I (<i>Cashier I</i>)	Performs simple professional cashiering work in a division or organization of equivalent level	Entry	Bachelor's degree
14	Administrative Officer III (<i>Cashier II</i>)		Journeyman	Bachelor's degree
18	Administrative Officer V (<i>Cashier III</i>)	Performs difficult cashiering management work in a division	Participating Supervisor	Bachelor's degree

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
15	Administrative Officer IV (Budget Officer II)	Conducts data analysis and related research essential to the preparation of budgetary estimates	Journeyman	Bachelor's degree
4	Administrative Aide IV (Accounting Clerk I)	Performs a variety of duties which involve basic accounting and bookkeeping principles	Entry	Completion of 2 years studies in College
12	Accountant I	Performs a variety of general accounting work involved in the recording and reporting of financial transactions	Entry	Republic Act (RA) No. 1080
16	Accountant II		Journeyman	RA No. 1080
24	Chief Accountant		Chief of Division	RA No. 1080
INFORMATION TECHNOLOGY				
7	Administrative Assistant I (Computer Operator I)	Operates spreadsheet programs and other types of software to load and manipulate data, and to generate reports	Entry	Completion of 2 years studies in College
11	Computer Maintenance Technologist I	Configures, maintains and installs ICT hardware and software, and performs basic technical support such as but not limited to, troubleshooting issues with printers, desktops, laptops, fixing basic connectivity problems, and conducting routine checks to maintain the equipment	Entry	Bachelor's degree relevant to the job
11	Computer Programmer I	Writes, modifies, integrates and tests computer codes for software and data processing applications	Entry	Bachelor's degree relevant to the job
15	Computer Programmer II		Journeyman	
12	Information Systems Analyst I	Conducts organizational policy and procedure review and analysis; develops functional system specifications	Entry	Bachelor's degree
16	Information Systems Analyst II		Senior	Bachelor's degree
19	Information Technology Officer I	Performs a variety of IT work involving the application of knowledge of IT technology and IT technology techniques	Entry	Bachelor's degree
24	Information Technology Officer III	Serves as head of an IT Division; undertakes IT work requiring considerable originality, independence, initiative and judgment	Chief of Division	Master's degree
ENGINEERING				

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
8	Engineering Assistant	Performs a variety of technical work, both in the office and in the field	Lone position	Completion of 2 years studies in College
12	Engineer I	Performs professional engineering work involving accepted engineering principles and practices	Entry	RA No.1080
16	Engineer II		Journeyman	RA No.1080
19	Engineer III		Senior	RA No.1080
24	Engineer V	Plans, directs and supervises the work of a group of Engineers	Chief of Division	RA No.1080
25	District Engineer	Plans, supervises and directs the work of highly skilled technical and non-technical personnel in the District Engineering Office (DEO)	Head of a DEO in the Department of Public Works and Highways (DPWH)	RA No.1080
12	Architect I	Performs a variety of technical tasks in all phases of architectural work, such as planning, designing and overseeing the construction	Entry	RA No. 1080
22	Architect IV		Supervisory	RA No. 1080
MEDICAL and ALLIED MEDICAL				
4	Nursing Attendant I	Performs a variety of para-professional nursing tasks relating to the care and treatment of patients	Entry	Elementary School Graduate
11	Medical Technologist I	Performs examination of tissues, secretions and excretions of the human bod and body fluids by various electronic, chemical, microscopic, bacteriologic, hematologic, serologic, immunologic, nuclear, and other laboratory procedures and techniques either manual or automated	Entry	RA 1080
11	Radiologic Technologist I	Maintains and operates specialized radiological equipment to aid in the diagnosis and treatment of patients	Entry	RA 1080
15	Nurse I	Provides professional nursing care for patients in hospital, nursing home, institutions	Entry	RA No. 1080
16	Nurse II		Journeyman	RA No. 1080

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
20	Nurse V	Supervises and coordinates activities of nursing personnel	Participating Supervisor	RA No. 1080
24	Nurse VII	Plans, organizes, and supervises the Nursing Service of a hospital in order to provide good nursing care to patients	Chief Nurse	RA No. 1080
9	Midwife I	Provides simple maternal and child care services before and during pregnancy, and post delivery	Entry	Completion of Midwifery course
14	Dentist I	Provides preventative and restorative care affecting dental and oral health	Entry	RA No. 1080
17	Dentist II		Journeyman	RA No. 1080
18	Pharmacist III	Provides comprehensive pharmaceutical services to patients in hospitals; manages the resources of a hospital pharmacy	Senior	RA No. 1080
21	Medical Officer III	Diagnoses the health condition and administers treatment to patients	Resident Physician	RA No. 1080
23	Medical Officer IV	Supervises the activities of resident physicians , as well as the implementation of various health programs	Chief Resident Physician	RA No. 1080
22	Medical Specialist I	Trains resident physicians in relevant medical and surgical procedures		Passed the accreditation of Specialty Societies, such as the Philippine Society of Anesthesiologists, Philippine Academy of Family Physicians, Philippine College of Physicians, Obstetrical and Gynecological Society , Philippine Pediatric Society, Philippine College of Surgeons, etc.
24	Medical Specialist III	Trains physicians studying for medical specializations in relevant medical and surgical procedures; Responsible for one or more wards in a hospital	Medical Unit Head	
26	Medical Specialist V	Plans, directs, coordinates and supervises the Medical Care Services in a major department of a large hospital	Medical Department Head	

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
26	Medical Center Chief I	Plans, directs and manages the operations of a small-sized hospital	Head of a Level 2 Hospital with up to 200-bed capacity. <i>A Level 2 Hospital has departmentalized clinical services, respiratory unit, general ICU, high risk pregnancy unit, NICU, tertiary clinical laboratory, blood station, 2nd level X-ray with mobile unit, and pharmacy.</i>	RA No. 1080
11	Occupational Therapist I	Helps patients develop, recover, and improve physically, as well as maintain skills needed for everyday activities	Entry Level	RA No. 1080
15	Occupational Therapist II		Journeyman	
11	Psychologist I	Provide psychological services that involves application of psychological principles and procedures for the purpose of describing, understanding, predicting, and influencing the behavior of individuals or groups	Entry Level	Master's Degree
18	Psychologist III		Senior Level	
	Psychometrician (New Class)	Under the supervision of a licensed professional psychologist, (i) administers and scores subjective personality tests, structured personality tests, excluding projective tests and other higher level forms of psychological tests, (ii) interprets results of the same and prepares written report, and (iii) conducts preparatory intake interviews of client for psychological invention sessions.	Entry Level	Registered Psychometrician

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
10	Respiratory Therapist I	Performs and recommends tentative interpretation of tests obtained from physiological specimens which will assist in the diagnosis and determination of the degree of impairment of relevant aspects of cardiopulmonary efficiency and implements treatment programs on the basis of test findings within the scope of respiratory therapy	Entry Level	RA No. 1080
13	Veterinarian I	Performs entry level work related to animal health and welfare	Entry Level	RA No. 1080
Legal				
5	Legal Aide	Records and delivers incoming and outgoing cases, and maintains all legal records	Lone position	Completion of 2 years studies in College
21	Attorney III	Interprets laws, rulings and regulations and makes recommendations based on analysis conducted	Senior	RA No. 1080
23	Attorney IV	Acts as assistant to the Chief of a Legal Division	Supervisory	RA No. 1080
18	Associate Public Attorney I	Performs judicial, quasi-judicial and non-judicial functions such as (i) preparation of affidavits, (ii) legal representation during preliminary investigation/civil and labor cases/special proceedings/administrative and quasi-judicial proceedings, (iii) mediation and conciliation services, (iv) legal counseling	Entry	RA No. 1080
25	Public Attorney I		Provincial/City/Municipal Public Attorney	5 years of actual practice in legal profession
27	Public Attorney III			5 years of actual practice in legal profession
28	Public Attorney IV		Regional Public Attorney	5 years of actual practice in legal profession
29	Public Attorney V	Assists the Chief Public Attorney in overseeing and directing the different programs, projects and activities of the Office	Deputy Chief Public Attorney	10 years of actual practice in legal profession

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
30	Chief Public Attorney	Responsible for the exercise of the mandate of the Public Attorney's Office as the principal law office of the government in extending free legal assistance to indigent persons in criminal, civil, labor, administrative and other quasi-judicial cases	Head of the Public Attorney's Office (PAO)	15 years of actual practice in legal profession
EDUCATION				
11	Teacher I	Plans, prepares and presents lessons that cater to the needs of the whole ability range of students in a particular class or grade	Level based on the qualifications of the incumbent, i.e., (i) academic preparation, (ii) teaching experience, (iii) extra curricular activities undertaken for professional growth	Bachelor's degree
12	Teacher II			Bachelor' s degree + 20 graduate units or + 20 years of teaching experience or + 20 units of credit allowances
13	Teacher III			Master 's degree or Bachelor's degree + 20 years of teaching experience + 20 graduate units
14	Head Teacher I	Assists the school head in the planning of programs and activities (<i>School Administration Career Line; with 6 levels</i>)	Level based on the qualifications of the incumbent, i.e., (i) education, (ii) relevant teaching experience, (iii) training, (iv) performance rating	RA No. 1080
18	Master Teacher I	Serves as demonstration teacher or teaching consultant; takes the lead in preparation of instructional materials (<i>Classroom Teaching Career Line; with 5 levels</i>)	<i>Level based on the qualifications of the incumbent, i.e., (i) academic preparation, (ii) relevant teaching experience, (iii) leadership, potential and achievements</i>	RA No. 1080
19	Master Teacher II			RA No. 1080
21	Master Teacher IV			RA No. 1080
19	School Principal I	Sets the goals and objectives of the school to nurture an environment conducive to the teaching-learning process (<i>with 4 levels</i>)	<i>Head of a school with < 25 teachers</i>	RA No. 1080
20	School Principal II		<i>Head of a school with 26 to 99 teachers</i>	RA No. 1080

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
12	Instructor I	Provides quality academic instruction to students and ensures that each student in his/her class has an enjoyable, productive, challenging, and meaningful learning experience (Instructor =3 levels; Assistant Professor = 4 levels; Associate Professor = 5 levels; Professor = 6 levels)	Level based on the qualifications of the incumbent, i.e., (i) educational qualification, (ii) experience and professional services, (iii) professional development, achievement and honors, as well as qualitative contribution in the areas of instruction, research, extension and production	Bachelor's Degree/RA No. 1080
13	Instructor II			Bachelor's Degree/RA No. 1080
17	Assistant Professor III			Bachelor's Degree/RA No. 1080
19	Associate Professor I			Bachelor's Degree/RA No. 1080
23	Associate Professor V			Bachelor's Degree/RA No. 1080
24	Professor I			Bachelor's Degree/RA No. 1080
29	Professor VI			Bachelor's Degree/RA No. 1080
27	State University and College President (SUC) President I	Responsible for the administration of the university or college to ensure performance of the basic functions of higher education, namely: instruction, research and extension. (with 5 levels)	Head of a Level I SUC ,i.e., SUC that is still in the early stage of development	Appropriate Master's Degree
28	SUC President II		Head of a Level II SUC, i.e., SUC which is good in undertaking the functions of a SUC	Appropriate Master's Degree
Other Occupational Groups				
11	Tourism Operations Officer I	Performs simple professional tourism operations work related to tourism planning, tourism product development, tourism operations	Entry	Bachelor's degree
11	Economist I	Conducts research and studies of economic activities and trends as basis for planning of economic programs	Entry	Bachelor's degree
18	Economist III	Performs economic research and makes highly complex projections and forecasts of economic trends	Senior	Bachelor's degree

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
12	Guidance Counselor II	Performs integrated approach for the development of a well-functioning individual primarily by helping him/her to utilize his/her potentials to the fullest and plan his/her future in accordance with his/her abilities, interests and needs	Journeyman	Master's degree
11	Science Research Analyst	Assists Science Research Specialists in coordinating, implementing and monitoring division activities, and performs routine tasks such as data collection and records keeping	Entry Level	Bachelor's degree
19	Senior Science Research Specialist	Oversee a cluster of programs headed by Program Heads to ensure that the strategies developed are implemented efficiently and effectively and programs are in full integration with the priorities, plans and other programs of the council	Senior Level	Bachelor's degree
18	Statistician III	Collects, organizes, interprets and summarizes numerical data to provide usable information	Senior	Bachelor's degree
18	Training Specialist III	Performs specialized training work such as the development of training plans and instructional materials, etc.	Senior	Bachelor's degree
24	Training Specialist V	Supervises the operations of a division concerned with the development and implementation of special training programs	Chief of Division	Master's degree
MANAGERIAL				
25	Director I	Plans, directs, coordinates, controls and supervises the activities involved in the administration of operations of a bureau/service/office	Assistant Bureau Regional Director	Bachelor's degree
26	Director II		Bureau Regional Director	Bachelor's degree
27	Director III		Assistant Bureau Director	Bachelor's degree

Salary Grade	Position Title	Definition	Position Level	Educational Qualifications
28	Director IV		Bureau Director	Bachelor's degree
29	Department Assistant Secretary	Coordinates the programs and projects of the department	3rd highest ranking senior official in a department	Bachelor's degree
30	Department Undersecretary	Advises and assists the Secretary in the formulation and implementation of the department's objectives and policies	2nd highest ranking senior official in a department	Bachelor's degree
31	Department Secretary	Establishes the policies and standards for the operations of the Department pursuant to the approved programs of government	Head of a department	Bachelor's degree

Section VII. Bidding Forms

EF 1. Eligibility Documents Submission Form.....	16
Technical Proposal Forms	88
Omnibus Sworn Statement	151
Bid-Securing Declaration	151
Financial Proposal Forms	151
Form of Contract Agreement.....	151

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 .

Experience of the Firm

Maximum of five (5) pages introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of two (2) pages per completed project/s in the format of illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use , , , and .

Curriculum Vitae (CV)

Use .

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than three (3) pages using

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR** in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

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

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: _____

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

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

TPF 5. TEAM COMPOSITION AND TASK

1. Project Champion		
Name	Position	Task

2. Project Manager		
Name	Position	Task

3. Compensation Specialist		
Name	Position	Task

4. Compensation Survey/ Data Analysis Expert		
Name	Position	Task

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

--

TPF 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 training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page]

Education/Professional Certification:

[Summarize college/university, and other specialized education, and degrees/certificates obtained, giving names of schools/institutions, and inclusive dates attended/conferred, and degrees/certificates obtained. Use about half 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 key responsibility. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Experience Relevant to the Qualifications Required:

[Provide outline of relevant positions/projects undertaken including position, office/client, project title (if applicable), inclusive dates, summary of duties and responsibilities, and status of project. Include project management experience for Project Manager and Project Champion. 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

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. ____, [date issued], [place issued]
IBP No. ____, [date issued], [place issued]
Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

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: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____
 Title: _____
 Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
	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	

**TPF 9. STATEMENT OF ONGOING AND COMPLETED PROJECTS
SIMILAR WITH THIS PROJECT**

Business Name: _____

Business Address: _____

NAME AND LOCATION OF THE PROJECT	INCLUSIVE YEARS OF THE PROJECT	BRIEF DESCRIPTION OF THE PROJECT	CONSULTANT'S ROLE	PROJECT DURATION

Name and Signature of Authorized
Representative

Date

Instructions:

- 1. State completed contracts within the last 20 years. Contracts that are similar to the project being procured/bid in terms of nature and amount shall be prioritized in inclusion in the list.*

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]**[insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Consultant]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Consultant]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* 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 *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized Signatory]

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*
Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

BID-SECURING DECLARATION

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

Invitation to Bid *[Insert reference number]*

To: *[Insert name and address 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 will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*
Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use , which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (f) followed the applicable rules and guidelines indicated in this ITB;
- (g) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (h) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use ; ; ; and .

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **CONSULTANCY SERVICES FOR THE REVIEW OF THE COMPENSATION AND POSITION CLASSIFICATION SYSTEM (CPCS) FOR THE GOVERNMENT SECTOR** in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, [Date].

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ⁵⁰	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

⁵⁰ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ⁵¹	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

⁵¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁵²	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁵² 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 flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁵³				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁵³ 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 _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

Binding Signature of Consultant

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

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 and Subconsultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

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

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

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

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

(iv) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^{54} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

⁵⁴ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

3. Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES⁵⁵

[Currencies: _____⁵⁶]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁵⁷	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarter s Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

⁵⁵ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁵⁶ If different currencies, a different table for each currency should be used.

⁵⁷ Per month, day, or hour as appropriate.

