

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of CONSULTING SERVICES

Fifth Edition

**ENGAGEMENT OF AN ADVERTISING/DESIGN
SERVICE PROVIDER FOR THE DESIGN,
CONTENT DEVELOPMENT, PRINTING, AND
DELIVERY OF THE 2024 ANNUAL AND
SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES**

BID REFERENCE NO. C-2025-01

March 2025

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Section I. Request for Expression of Interest

REQUEST FOR EXPRESSION OF INTEREST (REI)

ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE DEVELOPMENT BANK OF THE PHILIPPINES BID REFERENCE NO. C-2025-01

1. The **Development Bank of the Philippines (DBP)**, through the Corporate Budget for CY 2024 approved by the governing Board intends to apply the sum of **Five Million Pesos (PhP 5,000,000.00)** inclusive of all applicable taxes being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The **Development Bank of the Philippines** now calls for the submission of eligibility documents for the above-cited project. Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before 9:00 AM of 4 April 2025 at the 6/F, BAC Secretariat, DBP Head Office, Makati City. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion. The schedule/timelines of activities for the eligibility and shortlisting stage are as follows:

ACTIVITIES	TIME	VENUE
Issuance of Bidding Documents	Starting 26 March 2025 9:00 AM to 3:00 PM only (excluding weekends and holidays)	6/F BAC Secretariat, DBP Head Office, Makati City
Pre-eligibility Conference	2 April 2025 (Wednesday) 10:30 AM	12/F, Suite 5, DBP Head Office, Makati City
Submission of Expression of Interest and Eligibility Documents	4 April 2025 (Friday) <u>On or before 9:00 AM*</u>	6/F BAC Secretariat, DBP Head Office, Makati City
Opening of Expression of Interest and Eligibility Documents	4 April 2025 (Friday) 10:15 AM	12/F, Suite 5, DBP Head Office, Makati City

***Late submission shall not be accepted**

Note: The Pre-eligibility Conference shall be open to all interested parties while the Pre-bid Conference shall be open only to those bidders who will be declared as eligible and shortlisted. Bidders may attend the bidding activities through videoconferencing via Zoom Meeting. Bidders who wish to attend/participate via Zoom Meeting must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled activity and provide their contact information (name of company, name of representative, email address, contact number). Bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents to ensure completeness and compliance of bids. Bidders are prohibited from recording (audio, video or picture format) the proceedings of the Pre-eligibility Conference and the Pre-Bid Conference.

3. Prospective bidders are consultants with printing facility, a printing company with own consultants/creative personnel, or a joint venture of consultant and printing facility.

4. Interested bidders may obtain further information from the Development Bank of the Philippines and inspect the Bidding Documents at the address given from Mondays through Fridays from 9:00 AM to 4:30 PM.
5. A complete set of Bidding Documents may be acquired by the declared eligible/shortlisted bidders from the given address below **and upon payment of the applicable fee for the Bidding Documents in the amount of Eight Thousand Pesos (PhP 8,000.00), pursuant to the latest Guidelines issued by the GPPB.** Bidders shall be given the printed format of the Bidding Documents upon presentation of its proof of payment for the fees *via physical presentation of the original copy of the Official Receipt (OR).*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the DBP website, provided that bidders shall pay the applicable fee for the Bidding Documents at least the day before the deadline for submission of bids should they intend to join and submit their bids.

6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address **OR** via (ii) online or electronic submission **on or before the deadline.** **Late bids shall not be accepted.**
7. **Electronic bids shall only be submitted through the BAC's Microsoft OneDrive, as the official electronic/online submission facility.** Bidders shall inform and coordinate with the BAC Secretariat (through **bacsecretariat@dbp.ph**) their intent to submit their bids online at least one (1) day before the scheduled deadline of submission. **Bids which are not submitted through MS OneDrive and/or not password-protected shall be disqualified.**
8. The BAC shall draw up the shortlist of bidders from those who have submitted the 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 **maximum of five (5) prospective bidders who will meet the minimum qualifications and minimum total weighted rating of three (3) points** based on the following criteria and rating system:

Criteria		Weight
1	Qualifications of key personnel	
	- Creative Director / Graphic Designer	22.5%
	- Editor/Writer or its equivalent	22.5%
2	Number of completed contracts of similar nature <i>(Contracts of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, integrated report, and other related publication)</i>	25%
3	Years in the business	20%
4	Number of ongoing contracts of similar nature	10%
TOTAL		100%

Note: Please refer to FORM I-H for full details of the rating and point system for the Eligibility and Shortlisting Criteria.

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

8. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
9. The Procuring Entity shall evaluate bids using the Quality-Based Evaluation (QBE), procedure. Highest Rated Bid (HRB) shall be based on the following criteria for Quality-Based Evaluation. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
10. The following are the criteria for the Technical/Quality-Based Evaluation:

Criteria		Weight
1	Adequacy of Technical Proposal and Work Plan	
	• Technical Proposal	
	i. Clarity of concept	10%
	ii. Relevance of creative concept and strategy	10%
	iii. Visual Impact	10%
	iv. Layout/Design	5%
	v. Workflow/approach and timetable	5%
2	Quality of Previous AR/SDR/Similar Reports or Publications Completed	
	• Visual Impact	20%
3	Key Professional Staff and Qualifications	
	• Creative Director / Graphic Designer	
	i. Quality of the portfolio	10%
	ii. Records of previous engagement	10%
	• Editor/Writer or its equivalent	
	i. Quality of the portfolio	10%
	ii. Records of previous engagement	10%
TOTAL		100%

Note: Please refer to FORM II-L for the full details of the rating and point system for the Technical Evaluation Criteria.

11. **The highest ranked bidder/consultant shall be declared as the Highest Rated Bid, provided, that said bidder/consultant has passed the minimum average technical score of three (3) points.**
12. The contract shall be completed within one hundred (100) calendar days upon the issuance of the Notice to Proceed (NTP) as specified in the Terms of Reference (TOR).
13. Development Bank of the Philippines 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.

14. For further information, please contact:

DBP Bids and Awards Committee Secretariat

6/F Procurement & Inventory Management Department

DBP Head Office, Sen. Gil J. Puyat corner

Makati Avenue, Makati City

Trunkline: (+632) 8818-9511 local 2610, 2606, or 2617

Email: **bacsecretariat@dbp.ph**

Bid Reference No. C-2025-01

(SIGNED)

The DBP Bids and Awards Committee

REMINDERS

- Please be informed that DBP exercises Zero Tolerance for all types of fraud including illegal practices, corruption and malpractices. DBP officers and employees shall act ethically and lawfully in all transactions and dealing with stakeholders avoiding any appearance of irregularity that could erode the trust and confidence in the Bank as an institution and as the government as a whole.
- DBP cautions the public in dealing with individuals claiming association with the Bank, especially those posing as BAC members for any form of monetary solicitation or support. DBP does not condone illegal acts and disowns any responsibility for transactions made with unauthorized individuals.

Section II. Eligibility Documents

Section II. Eligibility Documents

1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; 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

Section III. Eligibility Data Sheet

Eligibility Documents	
1.2	Engagement of an Advertising/Design Service Provider for the Design, Content Development, Printing, and Delivery of the 2024 Annual and Sustainability Report of the Development Bank of the Philippines, Bid Reference No. C-2025-01
1.3	No further instructions.
2.1(a)(ii)	The statement of all completed government and private contracts shall include all such contracts within the last three (3) years prior to the deadline for the submission and receipt of eligibility documents.
2.1(a) (ii.7)	Certificate of satisfactory completion or an equivalent document to prove satisfactory performance within the last three (3) years from submission of the Expression of Interest.
4.2	<p>➤ <u>For Manual Submission of Bids:</u></p> <p>Each Bidder shall submit one (1) original and two (2) copies of their eligibility documents. Bidders shall submit their bids through their duly authorized representative in a sealed envelope:</p> <p>a. The three (3) copies of the eligibility documents shall be labelled as follows:</p> <p>iii. ORIGINAL – Eligibility Requirements iv. COPY 1 – Eligibility Requirements v. COPY 2 – Eligibility Requirements</p> <p>b. The three copies shall then be <u>enclosed in a single sealed, signed, mother envelope/package/box;</u></p> <div style="border: 2px solid black; padding: 20px; text-align: center; margin: 20px 0;"> <p>ELIGIBILITY COMPONENT</p> <ul style="list-style-type: none"> • ORIGINAL • COPY 1 • COPY 2 </div>

	<p>c. All copies and the mother/outer envelope/package/box shall indicate the following:</p> <ul style="list-style-type: none"> – addressed to the DBP Bids and Awards Committee – name and address of the Bidder in capital letters – name of the contract/project to be bid in capital letters – bid reference number/code of the bidding project – bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>TO : THE BIDS AND AWARDS COMMITTEE DEVELOPMENT BANK OF THE PHILIPPINES (DBP)</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT : _____</p> <p>BID REF NO : _____ (In Capital Letters, Indicate the Phrase): “DO NOT OPEN BEFORE: (DATE AND TIME OF OPENING OF BIDS)”</p> </div> <p>➤ <u>For Online/Electronic Submission of Bids:</u></p> <p>Proper labelling of bids <u>(for ELECTRONIC BID SUBMISSION)</u></p> <p>All bidders must label/rename their bids (.zip file) as illustrated below:</p> <ul style="list-style-type: none"> • For the first envelope/archived file containing the Eligibility Requirements: <div style="display: flex; align-items: center; margin-top: 10px;">  <div style="margin-left: 10px;"> <p>- (Name of Company/Office/Bidder)_ELIGIBILITY REQUIREMENTS_BID</p> <p>e.g. XYZ Corporation_ELIGIBILITY REQUIREMENTS_BID</p> </div> </div>
4.3 (c)	<p>THE CHAIRPERSON DBP Bids and Awards Committee Secretariat 6/F Procurement and Inventory Management Department DBP Head Office, Sen. Gil J. Puyat corner Makati Avenue, Makati City Trunkline: (+632) 8818-9511 to 20 local 2610, 2606, or 2617 Email: bacsecretariat@dbp.ph</p>
4.3 (d)	<p>Identification of the Project is Bid Reference No.: C-2025-01</p>
5	<p>The address for submission of eligibility documents is: DBP Bids and Awards Committee Secretariat 6/F Procurement and Inventory Management Department DBP Head Office, Sen. Gil J. Puyat corner Makati Avenue, Makati City</p> <p>The deadline for submission of eligibility documents: On or before 9:00 AM; 4 April 2025 (Friday)</p>

8.1	<p>The place of opening of eligibility documents is at:</p> <p>12/F Suite 5, Executive Lounge, DBP Head Office Sen. Gil J. Puyat corner Makati Avenue, Makati City</p> <p>The date and time of opening of eligibility documents is on: 4 April 2025 (Friday), 10:15 AM</p>																						
9.1	Similar nature refers to projects that involve design, content development and printing of corporate publications, e.g., AR, SDR, coffee table book, integrated report, other related publications.																						
9.2	<p>The short list shall consist of maximum of five (5) prospective bidders who will meet the minimum qualifications and the minimum total weighted rating of <u>three (3) points</u> based on the criteria per Annex I-H (Criteria for Eligibility and Shortlisting):</p> <table><tr><th colspan="2">Criteria</th><th>Weight</th></tr><tr><td rowspan="3">1</td><td>Qualifications of key personnel</td><td></td></tr><tr><td>- Creative Director / Graphic Designer</td><td>22.5%</td></tr><tr><td>- Editor/Writer or its equivalent</td><td>22.5%</td></tr><tr><td>2</td><td>Number of completed contracts of similar nature <i>(Contracts of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, integrated report, and other related publication)</i></td><td>25%</td></tr><tr><td>3</td><td>Years in the business</td><td>20%</td></tr><tr><td>4</td><td>Number of ongoing contracts of similar nature</td><td>10%</td></tr><tr><td colspan="2">TOTAL</td><td>100%</td></tr></table>	Criteria		Weight	1	Qualifications of key personnel		- Creative Director / Graphic Designer	22.5%	- Editor/Writer or its equivalent	22.5%	2	Number of completed contracts of similar nature <i>(Contracts of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, integrated report, and other related publication)</i>	25%	3	Years in the business	20%	4	Number of ongoing contracts of similar nature	10%	TOTAL		100%
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4	Number of ongoing contracts of similar nature	10%																					
TOTAL		100%																					

Section I. Notice of Eligibility and Short Listing

Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear [Addressee]:

1. The [insert name of Procuring Entity] (hereinafter called "Procuring Entity" has received financing (hereinafter called "funds") from [insert name of Funding Source] (hereinafter called the "Funding Source") toward the cost of [insert name of project]. The Procuring Entity intends to apply a portion of the funds in the amount of [insert amount of ABC] to eligible payments under the contract for [insert name of contract] for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services: [insert short description of objectives and scope of the project]. 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 [insert evaluation procedure] 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 acquired at [indicate address] during [insert office hours, e.g. 8:00 a.m. to 5:00 p.m.] {Insert if necessary: upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of [insert amount in Pesos].}
7. The [insert name of the Procuring Entity] will hold a Pre-Bid Conference on [insert time and date] at [insert address for Pre-Bid Conference, if applicable], which shall be open to all short listed consultants.¹

Yours sincerely,

[Insert signature, name, and title of
the Procuring Entity's
Representative]

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Section II. Instructions to Bidders

Section II. Instructions to Bidders

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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:
 - (d) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;

- (e) 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
- (f) 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 Section VI. Bidding Forms 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 TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or 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 (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that

work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. 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 TPF 6 Format of Curriculum Vitae (CV) for the Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of 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 (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VI. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in **Financial Proposal Form**.
- 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. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the 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)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <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>	Two percent (2%)

<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>	
<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>	<p>Five percent (5%)</p>

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 Section VI. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section VI. Bidding Forms 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(d) 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**.

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.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4 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.

- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the

contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

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</i>	Five percent (5%)

<p><i>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; and/or</p> <p><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></p>	
<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>	<p>Thirty percent (30%)</p>

- 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

Section III. Bid Data Sheet (BDS)

ITB Clause	
1.1	<p>The Procuring Entity is Development Bank of the Philippines (DBP)</p> <p>The evaluation procedure is Quality-Based Evaluation Procedure (QBE).</p>
1.2	<p>The Funding Source is the Government of the Philippines (GoP)</p> <p>The Funding Instrument is the CY 2025 Corporate Budget approved by the Governing Board of the Development Bank of the Philippines (DBP)</p> <p>The name of the project is Engagement of an Advertising/Design Service Provider for the Design, Content Development, Printing, and Delivery of the 2024 Annual and Sustainability Report of the Development Bank of the Philippines, Bid Reference No. C-2025-01.</p>
1.3	No further instructions
1.4	Please refer to the Terms of Reference
5	No further instructions.
6.1	Subcontracting is not allowed.
6.2	Not applicable.
7.1	<p>The Procuring Entity will hold a pre-bid conference.</p> <p><i>The date, time and place of the pre-bid conference for this Project shall be advised upon issuance of the Notice of Eligibility and Short Listing.</i></p> <p><u>Conduct of Pre-bid Conference:</u></p> <p>Bidders shall be allowed to participate in the conduct of Pre-bid Conference online via Zoom Meeting platform. Although attendance during the Pre-bid Conference is not mandatory, prospective bidders are encouraged to attend to fully understand the Bank's requirements through its Technical Specifications, Scope of Works or Terms of Reference and other contents of the Bidding Documents.</p> <p>a. Non-attendance of a prospective bidder during the Pre-bid Conference will in no way prejudice its bid. However, it is the sole responsibility of the bidder to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the issuance of the Supplemental/Bid Bulletin.</p> <p>b. All prospective bidders shall be guided by the following:</p>

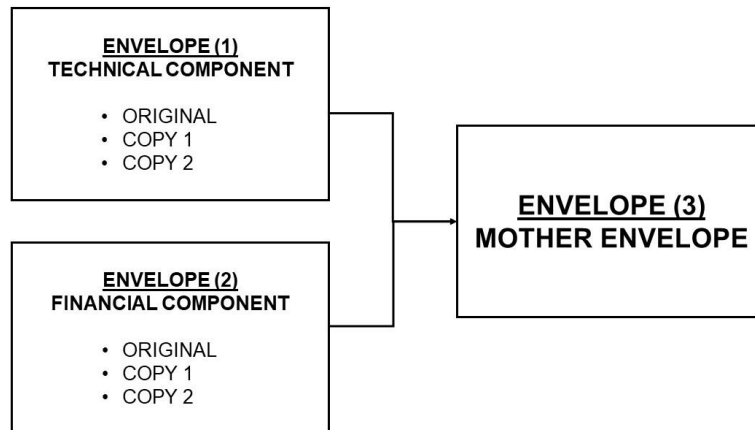
	<p>b.1 All prospective bidders who will attend the Pre-bid Conference must use Zoom Meeting and must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled Pre-bid Conference and provide their contract information:</p> <ul style="list-style-type: none"> ✓ Complete name of the representative ✓ Complete name of the company ✓ Registered e-mail address ✓ Mobile/phone numbers <p>b.2 The BAC Secretariat shall send an invite to all prospective bidders through their respective e-mails who desire to join/participate in the Pre-bid Conference using Zoom Meeting at least one (1) day before the said activity.</p> <p>b.3 It is the bidders' responsibility to join in the Zoom Meeting channel on the scheduled date and time as provided through e-mail</p> <p>b.4 The Chairman or in her absence, the First Vice-Chairperson or the Second Vice-Chairperson shall acknowledge all prospective bidders who are present via Zoom Meeting;</p> <p>b.5 Bidders shall turn on their video cameras at all times or during the Pre-bid Conference and Opening of Bids for transparency and recording purposes.</p> <p>b.6 If in case a bidder was not able to join the Pre-bid Conference, they may send their clarifications or queries to the Secretariat through e-mail. All clarifications or queries sent via e-mail including those that were discussed during the Pre-bid Conference shall be properly recorded and shall be included and addressed in the Supplemental Bid Bulletin;</p>
8.1	<p>The Procuring Entity's address is:</p> <p>Development Bank of the Philippines-Head Office Sen. Gil J. Puyat Ave., corner Makati Avenue, Makati City Trunkline: (+632) 8818-9511 to 20 local 2606 or 2610</p>
10.1(b)	Not applicable.
10.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <ol style="list-style-type: none"> 1. Creative Director / Graphic Designer <ul style="list-style-type: none"> - At least three (3) sample works as creative director/graphic designer (AR, SR, or other contracts of similar nature). - List of clients in the last 3 years as creative director/graphic designer or its equivalent as cited in the curriculum vitae. 2. Editor / Writer / or its equivalent <ul style="list-style-type: none"> - At least three (3) sample works as editor/writer/or its equivalent

	<p>(AR, SR, or other contracts of similar nature).</p> <ul style="list-style-type: none"> - List of clients in the last 3 years as editor/writer/or its equivalent as cited in the curriculum vitae
	Please refer to FORM II-L for the detailed Technical Evaluation Criteria.
11.5	<p>Taxes: Applicable taxes such as but not limited to:</p> <ul style="list-style-type: none"> a) Expanded Withholding Tax (EWT) b) Final Value Added Tax (FVAT)
11.7	<p>The ABC is Five Million Pesos (PhP 5,000,000.00).</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until One Hundred Twenty (120) calendar days from the date of the opening of bid.
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 2% of ABC (PhP 100,000.00), 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 5% of ABC (PhP 250,000.00) if bid security is in Surety Bond.
15.2	The bid security shall be valid until One Hundred Twenty (120) calendar days from bid opening.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	<p><u>For Manual Submission of Bids:</u></p> <p>Each bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>Bidders shall submit their bids through their duly authorized representative enclosed in sealed envelopes:</p> <ol style="list-style-type: none"> a. The first sealed envelope "ENVELOPE (1)" shall contain the folder/binder of the Technical Component of the bid; prepared in three copies labeled as follows: <ul style="list-style-type: none"> • ORIGINAL – Technical Component • COPY 1 – Technical Component • COPY 2 – Technical Component

b. The next sealed envelope “**ENVELOPE (2)**” shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

- ORIGINAL – Financial Component
- COPY 1 – Financial Component
- COPY 2 – Financial Component



c. “ENVELOPE (1)” and “ENVELOPE (2)” shall then be enclosed in a single mother envelope/package/box “**ENVELOPE (3)**”, which must be duly labeled, signed, and sealed.



d. All envelopes “ENVELOPE (1)”, “ENVELOPE (2)”, and “ENVELOPE (3)” shall indicate the following as its **outer label**:

- addressed to the DBP Bids and Awards Committee
- name and address of the bidder in all capital letters
- name of the project to be bid in all capital letters
- bear the specific reference number for the project
- bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

TO	:	THE BIDS AND AWARDS COMMITTEE DEVELOPMENT BANK OF THE PHILIPPINES (DBP)
FROM	:	_____
		<i>(Name of Bidder in All Capital Letters)</i>
ADDRESS:		_____
		<i>(Address of Bidder in All Capital Letters)</i>
PROJECT:		_____
BID REFERENCE NO : _____		
<i>(In Capital Letters, Indicate the Phrase):</i>		
“DO NOT OPEN BEFORE: <u>(DATE AND TIME OF OPENING OF BIDS)</u>”		

	<p><u>For Online/Electronic Submission of Bids:</u></p> <p>Proper labelling of bids (<u>for ELECTRONIC BID SUBMISSION</u>)</p> <p>All bidders must upload their bids/archived files in their respective folders as illustrated below:</p> <p>1) For the first envelope/archived file containing the Technical Component:</p> <div style="display: flex; align-items: center; margin-top: 10px;">  <div> <p>- (Name of Company/Office/Bidder)_FOLDER 1_ TECHNICAL COMPONENT_BID</p> <p><i>e.g. XYZ Corporation_FOLDER 1_TECHNICAL COMPONENT_BID</i></p> </div> </div> <p>2) For the second envelope/archived file containing the Financial Component:</p> <div style="display: flex; align-items: center; margin-top: 10px;">  <div> <p>- (Name of Company/Office/Bidder)_FOLDER 2_ FINANCIAL COMPONENT_BID</p> <p><i>e.g. XYZ Corporation_FOLDER 2_FINANCIAL COMPONENT_BID</i></p> </div> </div>
	<p>Manner of Submission of Bids</p> <p>The BAC shall adopt the following procedure in the submission and receipt of bids:</p> <p><u>Manual Submission:</u></p> <ol style="list-style-type: none"> a. Bidders shall be permitted to submit bids through actual submission by submitting the printed copies which must still be compliant with the two-envelope system and the sealing and marking of bids under Section 25 of the Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR); b. Bidders shall submit the printed copies of their bid proposals preferably at least one (1) day before the deadline for the submission and receipt of bids; c. Bidders may send another representative to submit their bid proposals; d. The bidder or its representative shall coordinate with the Secretariat in submitting their bids. Bidders or its representative shall present to the Secretariat the transmittal page containing the Checklist of Requirements attached in the Bidding Documents, or if in case a Supplemental Bid Bulletin was issued, the transmittal page containing the Revised Checklist of Requirements, in which a date and time stamp shall be given as

	<p>a proof on the submission and receipt of bids. The date and time stamp shall serve as the reference of the BAC and the bidders during the Opening of the Bids;</p> <p>e. The Secretariat shall be the sole custodian and shall be responsible in safekeeping the bid proposals;</p> <p><u>Electronic Submission:</u></p> <p>a. Bidders shall submit their bid proposals via electronic format provided that it shall comply with the following requirements:</p> <p>a.1 uses a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted;</p> <p>a.2 allows access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology; and</p> <p>a.3 capable of generating an audit trail of transactions to ensure the security, integrity and authenticity of bid submissions.</p> <p>b. Bidders shall comply with the required and proper labelling of bids provided in <u>Clause 17.3 of Bid Data Sheet (BDS)</u>.</p> <p>c. Bidders shall submit their bid proposals using the following format:</p> <ul style="list-style-type: none"> ✓ Each file/document must be saved in <u>PDF file format</u>: <ul style="list-style-type: none"> • Technical Component (First Envelope); and • Financial Component (Second Envelope) ✓ PDF Files must be archived in “.zip” file format. Note: .RAR is not recommended. ✓ Shall be labelled as “Name of the Company/Office/Bidder_TECHNICAL/FINANCIAL BID” ✓ Password encrypted <p><u>For the detailed procedures on how to create and encrypt password on archive files, please refer to PAGE 49 of this Guidelines.</u></p> <p>d. The BAC shall use its Microsoft Office 365 OneDrive (MS OneDrive) as the official platform/facility for the electronic submission of bids;</p> <p>e. Bidders shall inform/notify the BAC Secretariat through email at <u>bacsecretariat@dbp.ph</u>, at least one (1) day prior to the</p>
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	<p>deadline of submission and receipt of bids, their intent to submit their bids online. The BAC Secretariat shall then send to the bidders the link of the MS OneDrive folder where the bidders shall upload their electronic bids.</p> <p>f. Upon receipt of the bids containing the first and second envelopes, the BAC through its Secretariat shall send a “Bid Receipt” page for the official date and time of submission which can be saved or printed by the bidder;</p> <p>g. A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Bidders shall send another bid equally secured, properly identified, and labelled as a “modification” of the one previously submitted. The time indicated in the latest “Bid Receipt” page generated shall be the official time of submission. <u>Bids submitted after the deadline shall not be accepted.</u></p> <p>h. <u>Bids which are not submitted through MS OneDrive and/or not password-protected shall be disqualified.</u></p> <p>i. <u>Bids that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.</u></p> <p>j. The use of the aforesaid online or electronic bid submission shall be allowed until such time the online bidding facility under the PhilGEPS becomes fully operational.</p>
18	<p>The address for submission of bids is:</p> <p>Development Bank of the Philippines - Head Office Bids and Awards Committee (BAC) Secretariat 6th Floor, BAC Secretariat, Procurement Management Department (PMD) Sen. Gil Puyat Ave., cor. Makati Ave., Makati City</p> <p><i>[The deadline for submission of bids shall be advised upon issuance of Notice of Eligibility and Short Listing.]</i></p>
21.2	<p>The address for opening of bids is:</p> <p>Development Bank of the Philippines - Head Office 12th Floor, Suite 5, Sen. Gil Puyat Ave., cor. Makati Ave., Makati City or via videoconferencing/Zoom Meeting app</p> <p><i>[The opening of bids shall be advised upon issuance of Notice of Eligibility and Short Listing.]</i></p>
22.1	No further instructions.

25.1	<p>The evaluation procedure is Quality-Based:</p> <p>a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</p> <p>b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however, that the Highest Rated Bid shall pass the minimum score indicated therein.</i></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, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</p> <p>e) Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in ITB Clause 11.7.</p>																																																						
25.3	<p>The following are the criteria for the Technical Evaluation (Quality-Based):</p> <table><tr><th colspan="2">Criteria</th><th>Weight</th></tr><tr><td>1</td><td>Adequacy of Technical Proposal and Work Plan</td><td></td></tr><tr><td></td><td>• Technical Proposal</td><td></td></tr><tr><td></td><td> i. Clarity of concept</td><td>10%</td></tr><tr><td></td><td> ii. Relevance of creative concept and strategy</td><td>10%</td></tr><tr><td></td><td> iii. Visual Impact</td><td>10%</td></tr><tr><td></td><td> iv. Layout/Design</td><td>5%</td></tr><tr><td></td><td> v. Workflow/approach and timetable</td><td>5%</td></tr><tr><td>2</td><td>Quality of Previous AR/SDR/Similar Reports or Publications Completed</td><td></td></tr><tr><td></td><td>• Visual Impact</td><td>20%</td></tr><tr><td>3</td><td>Key Professional Staff and Qualifications</td><td></td></tr><tr><td></td><td>• Creative Director / Graphic Designer</td><td></td></tr><tr><td></td><td> i. Quality of the portfolio</td><td>10%</td></tr><tr><td></td><td> ii. Records of previous engagement</td><td>10%</td></tr><tr><td></td><td>• Editor/Writer or its equivalent</td><td></td></tr><tr><td></td><td> i. Quality of the portfolio</td><td>10%</td></tr><tr><td></td><td> ii. Records of previous engagement</td><td>10%</td></tr><tr><td colspan="2">TOTAL</td><td>100%</td></tr></table> <p><i>Note: Please refer to FORM II-L for the full details of the Rating and Point System for the Technical Evaluation The highest ranked bidder/consultant shall be declared as the Highest Rated Bid, provided, that said bidder/consultant has passed the <u>minimum average technical score of three (3) points.</u></i></p>	Criteria		Weight	1	Adequacy of Technical Proposal and Work Plan			• Technical Proposal			i. Clarity of concept	10%		ii. Relevance of creative concept and strategy	10%		iii. Visual Impact	10%		iv. Layout/Design	5%		v. Workflow/approach and timetable	5%	2	Quality of Previous AR/SDR/Similar Reports or Publications Completed			• Visual Impact	20%	3	Key Professional Staff and Qualifications			• Creative Director / Graphic Designer			i. Quality of the portfolio	10%		ii. Records of previous engagement	10%		• Editor/Writer or its equivalent			i. Quality of the portfolio	10%		ii. Records of previous engagement	10%	TOTAL		100%
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26.1	<p>The opening of Financial Proposals shall be on the date provided in the notice declaring the Highest Rated Bid (HRB).</p> <p>The address for the opening of financial proposal is:</p> <p>Development Bank of the Philippines - Head Office 12th Floor, Suite 5, Sen. Gil Puyat Ave., cor. Makati Ave., Makati City or via videoconferencing/Zoom Meeting app</p>
26.2	<p>Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in ITB Clause 25 and this BDS. 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 Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p>
27.1	<p>The address for negotiations is:</p> <p>Development Bank of the Philippines - Head Office Sen. Gil Puyat Ave., corner Makati Ave., Makati City</p> <p><i>[The Highest Rated Bid (HRB) shall be notified of the time and venue for the conduct of negotiations]</i></p>
27.2(e)	Negotiations shall cover the Financial Proposal submitted by the consultant pursuant to Sec. 33.2.5 of the 2016 Revised IRR of RA 9184.
28.2	No additional requirement.
31.4.6	<i>No additional requirement.</i>
32.1	No further instructions.
33.2	The effective date of the Contract is the date of receipt by the winning/successful bidder of the Notice to Proceed.

Section IV. General Conditions of the Contract

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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 the Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the Corporate Budget for CY 2022 approved by the Governing Board of the Development Bank of the Philippines</p>
6.2(b)	<p>NOTE: <i>It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>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.</p>
7	In case the Consultant is a JV, the Members in Charge shall be consultant/s authorized as named in the documents submitted.
8	Not Applicable.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: Shall be identified upon issuance of the contract For the Consultant: As named in the submitted documents</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Attention: <i>[insert name of the Procuring Entity’s authorized representative]</i></p> <p>Address: _____</p>

	<p>Facsimile: _____</p> <p>Email Address: _____</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p>NOTE: Contact details to be filled out by winning consultant prior to contract signing.</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>in the case of personal delivery or registered mail, on delivery</p>
18.3	Winning provider must open an account with DBP for payment purposes.
19	No further instructions.
20	<p>No additional provision.</p> <p>However, if the Consultant is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
22	None
24	The time period shall be from receipt of Notice to Proceed 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	<p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.</p> <p>All materials used for the printing of the calendars including photos, CDs, digital photography, JPEG copy of photos, artworks, and other materials and documents shall be turned over to the DBP after the delivery of the publications.</p>
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are specified in the Terms of Reference.

39.5	<p>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.</p> <p>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.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is Five Million Pesos (PhP 5,000,000.00) inclusive of all applicable taxes.
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not applicable.
53.5(a)	No advance payment is allowed.
53.5 (c)	The interest rate is zero.
55.6	No further instructions.

Section VI. Bidding Forms

Section VI. Bidding Forms

PART 1: FORMS COMPRISING THE ELIGIBILITY DOCUMENTS

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PART I: FORMS COMPRISING THE ELIGIBILITY DOCUMENTS

FORM I-A (page 1 of 5)

PROTOCOL/UNDERTAKING TO ENTER INTO A JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS:

This Protocol/Undertaking to Enter into a Joint Venture "Undertaking" is made and executed by:

_____ (Name of the Bidder/Potential JV Partner), a sole proprietorship/partnership/corporation (Choose one, delete the others) duly organized and existing under Philippine laws, with principal office address at _____ (Address), represented by its _____ (Position of the Representative as indicated in the Secretary's Certificate), _____ (Name of the Authorized Representative as indicated in the Secretary's Certificate)

- and -

_____ (Name of the Bidder/Potential JV Partner), a sole proprietorship/partnership/corporation (Choose one, delete the others) duly organized and existing under Philippine laws, with principal office address at _____ (Address), represented by its _____ (Position of the Representative as indicated in the Secretary's Certificate), _____ (Name of the Authorized Representative as indicated in the Secretary's Certificate)

herein referred to collectively as the "**BIDDERS**"

- in favor of -

The **DEVELOPMENT BANK OF THE PHILIPPINES**, a financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 3, 1986, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated February 14, 1998, with principal office at DBP Building, Sen. Gil J. Puyat Avenue, Makati City, Philippines, and herein referred to as "**DBP**" or the "**PROCURING ENTITY**".

FORM I-A (page 2 of 5)

WITNESSETH:

WHEREAS, the **BIDDERS** desire to form and participate as a JOINT VENTURE (“JV”) in the public bidding that will be conducted by the Development Bank of the Philippines pursuant to RA 9184 and its Revised IRR, with the following particulars:

Bid Reference No.:	
Name/Title of Procurement Project:	
Approved Budget for the Contract:	

WHEREAS, as of the date of submission of the bid for the above-mentioned procurement project of **DBP**, the **BIDDERS** have not executed or entered into a Joint Venture Agreement;

WHEREAS, pursuant to Sections 23.1(b) for Goods and 24.1(b) for Consulting Services of the 2016 Revised IRR of RA 9184, bidders that desire to participate in the bidding project as a Joint Venture, are required to submit a Joint Venture Agreement (“JVA”) and in the absence thereof, a Notarized Statement from all the potential JV partners stating therein that they will enter into and abide by the provisions of the JVA in the event that the bid is successful and failure to enter into a joint venture within ten (10) calendar days after receipt of the Notice of Award shall be a ground for the forfeiture of the bid security;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **BIDDERS**, hereby undertake in favor of the **PROCURING ENTITY**, as follows:

1. The **BIDDERS** shall enter into a JOINT VENTURE and sign and execute a Joint Venture Agreement and abide by its provisions in the event that the bid is successful in the above-mentioned procurement project of **DBP**.

2. The **BIDDERS** shall furnish **DBP**, through its Bids and Awards Committee (BAC) Secretariat, a duly signed and notarized copy of the JVA within ten (10) calendar days from receipt of the Notice from the DBP-BAC that the **BIDDERS** were declared as the Lowest Calculated and Responsive Bidder (LCRB) or Highest Rated and Responsive Bidder (HRRB), as the case may be.

3. For the purpose of executing and performing all acts necessary in order to participate in this bidding project, the following shall be the authorized representative of the **BIDDERS** or the JV to be formed as supported by the **BIDDER’S** respective Secretary’s Certificate:²

² NAMES and ACTING AUTHORITY SHOULD CORRESPOND TO THAT STATED IN THE SUPPORTING SECRETARY’S CERTIFICATE FOR BOTH CORPORATIONS.

FORM I-A (page 3 of 5)

Name	Company and Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

4. The **BIDDERS** shall indicate in the Joint Venture Agreement the following provisions, among others:

- a. The JV Partners agree to be bound **jointly and severally** under the Joint Venture Agreement in relation to this bid project and the contract to be entered into with DBP;
- b. The shareholdings and contribution of each JV Partner to the Joint Venture (with percentages [%]);
- c. The Lead Company/JV Partner which shall be authorized to represent the JV in connection with this bid project specifying therein that the said lead company and the designated representative is duly authorized:
 - i) to execute the contract to be entered into by and between the JV and DBP **as indicated in Item No. 3 above**; and
 - ii) to issue the billing, sales invoice and receive any and all payments from DBP on behalf of the JV as well as the issuance of the corresponding official receipt.
- d. The manner of management.

5. The **BIDDERS** further undertake that they shall comply with the 2016 IRR of RA 9184 or the Government Procurement Reform Act, and all other prevailing/applicable laws, as well as the policies of **DBP**.

6. The **BIDDERS** hereby acknowledge that pursuant to relevant provisions of the 2016 Revised IRR of RA 9184, failure on the part of the **BIDDERS** to enter into the Joint Venture, execute/sign a Joint Venture Agreement, and furnish DBP a notarized copy thereof within the period specified above after a Notice of Award was duly issued by **DBP**, for any reason, shall be a ground for non-issuance of the Notice to Proceed, forfeiture of the bid security and such other administrative and/or civil liabilities imposed under RA 9184 and its Revised IRR, GPPB Resolutions and Issuances, without liability on the part of **DBP**.

7. The **BIDDERS** further acknowledge that in relation to this bidding project and Undertaking, notice to one of the **BIDDERS**/Potential JV Partners is deemed notice to all **BIDDERS**.

¹Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM I-A (page 4 of 5)

IN WITNESS WHEREOF, the **BIDDERS** have caused these presents to be signed at _____ (Place of Signing), Philippines this _____ (Date of Signing).

BIDDERS:

(Name of JV Partner No. 1)
By:

(Name of JV Partner No. 2)
By:

(Name of the Authorized Signatory of
JV Partner No. 1)
(Position)

Per Secretary's Certificate dated _____

(Name of the Authorized Signatory of
JV Partner No. 2)
(Position)

Per Secretary's Certificate dated _____

FORM I-A (page 5 of 5)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS.

BEFORE ME, this ____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Place/Date Issued

known to me and to me known to be the same person/s who executed the foregoing instrument and who acknowledged to me that the same is his/her free and voluntary act and deed. This instrument, which consists of _____(____) pages, refers to a Protocol/Undertaking to Enter into a Joint Venture and signed by the Bidders and their instrumental witnesses on each and every page thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

FORM I-B1 (page 1 of 2)

(For Sole Proprietorships)

(use Bidder's Official Letterhead)

SPECIAL POWER OF ATTORNEY

I, _____, Filipino, of legal age, doing business under the trade name and style of "_____", duly organized and existing under Philippine laws, with principal office address at _____ hereby name, constitute, and appoint _____ **(Name of Attorney-in-Fact)** as my authorized representative and attorney-in-fact to do, execute, and perform any and all acts necessary to participate, submit bids, sign and execute documents and instruments, including the Bid Securing Declaration and/or to represent me in any and all bidding proceedings conducted by the Development Bank of the Philippines for the Bid Project _____ **(Indicate Bid Project Title and No.):**

I hereby grant, unto my said attorney-in-fact, full power and authority, to do, execute and perform all acts necessary or proper to render effective the power above-stated, as fully and effectively as I might or could lawfully do if personally present, and hereby ratifying and confirming all that my said attorney-in-fact shall do with full power of substitution and hereby further confirms all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20__ at _____.

Affiant/Principal

Attorney-in-Fact

Signed in the Presence of:

Witness

Witness

FORM I-B1 (page 2 of 2)

(NOTE: PLS. USE THIS FORM **ONLY** IF THE REGISTERED PROPRIETOR OPTS TO AUTHORIZE ANOTHER PERSON TO REPRESENT HER/HIM TO DO, EXECUTE, AND PERFORM ANY AND ALL ACTS NECESSARY IN ORDER TO PARTICIPATE, SUBMIT BIDS, SIGN AND EXECUTE DOCUMENTS PERTAINING TO THE BID PROJECT.)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) SS.

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared _____ with Identification No. _____ issued on _____ at _____, known to me and to me known to be the same person who executed the foregoing instrument which he/she acknowledged to me to be his/her free and voluntary act and deed, consisting of only _____ (____) page/s, including this page in which this Acknowledgement is written, duly signed by him/her and his/her instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

FORM I-B2 (page 1 of 3)

(For Corporations, Partnerships, or Cooperatives)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)
) S.S.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No. ____ (Indicate Board Resolution No.), Series of 20__:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") and if awarded the project shall enter into contract with DBP;

RESOLVED, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **Corporation**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Corporation** to participate in the bidding of the above-mentioned project which includes **to sign for and in behalf of the Corporation all bid documents, submit the bid**, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding **including the ensuing contract with DBP** and all other documents, as may be required:

FORM I-B2 (page 2 of 3)

Name	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

RESOLVED FURTHER THAT, the

_____ (Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same.”

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____, 20__ at _____.

Corporate Secretary

¹Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM I-B2 (page 3 of 3)

SUBSCRIBED AND SWORN to before me, this ____ day of _____, 20__ at
, affiant exhibiting to me his/her Competent Evidence of Identity
issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

FORM I-B3 (page 1 of 3)

(For FORMED Joint Venture - Incorporated)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)
) S.S.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that _____ (Name of the Joint Venture) is authorized to participate in the bidding of _____ (Project ID-No.) _____ of the Development Bank of the Philippines ("DBP" or the "Procuring Entity"); and that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or **to represent the JV to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the JV all bid documents**, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding **including the ensuing contract with DBP and all other documents**, as may be required:

FORM I-B3 (page 2 of 3)

Name	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

RESOLVED **FURTHER,** that the
_____ (Name of the JV):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same.”

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this _____ day of _____, 20 at _____.

Corporate Secretary

¹Failure to indicate the manner of authority or to indicate the number in the third option shall mean that **ALL** authorized signatories **must sign** the bid documents.

FORM I-B3 (page 3 of 3)

SUBSCRIBED AND SWORN to before me, a Notary Public for and in _____, personally appeared (name of corporate secretary), who has satisfactorily proven to me his/her identity through his/her I.D. No. (ID Name and number) valid until (expiry date) that he/she is the same person who executed and voluntarily signed the foregoing Secretary's Certificate which he/she acknowledged before me as his/her free and voluntary act and deed this _____ day of _____, 20__ at _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

FORM I-B4 (page 1 of 3)

(For FORMED Joint Venture - Unincorporated)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)

) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, do hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No. ____ (Indicate Board Resolution No.), Series of 20__:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity") as a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner), hereinafter referred to as the **"Unincorporated JV"** pursuant to the terms and conditions of the Joint Venture Agreement ("JVA") executed by and between the said corporations on _____ (Date of the JVA);

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **Unincorporated JV and the Lead Partner of the said Unincorporated JV**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Unincorporated JV** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **Unincorporated JV** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

LEAD PARTNER: _____
(NAME OF CORPORATION)

FORM I-B4 (page 2 of 3)

Name³	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

RESOLVED _____ **FURTHER** that, the
(Name of the Corporation):

- (3) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (4) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same.”

The undersigned also certifies that _____ (Name of the Corporation's Signatory to the JVA) has been previously and duly authorized by the Board of the Directors thru Board Resolution No. ____, Series of ____ (Indicate the Board Resolution authorizing the Representative of the Corporation as Signatory to the JVA) to sign the JVA for and in behalf of the Corporation.

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

³ Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding. The name must be consistent with the authorized representative as indicated in the Joint Venture Agreement.

FORM I-B4 (page 3 of 3)

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20 at _____.

Corporate Secretary

SUBSCRIBED AND SWORN to before me, this ____ day of _____, 20 at _____, affiant exhibiting to me his/her Competent Evidence of Identity _____ issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

FORM I-B5 (page 1 of 3)

For JV to be formed (Corporation)

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)

) SS.

SECRETARY'S CERTIFICATE

I, _____ (Name of the Corporate Secretary), the Corporate Secretary of the _____ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at _____ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on _____ (Date of the meeting) at _____ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through **Board Resolution No. ____** (Indicate Board Resolution No.), **Series of 20__**:

"RESOLVED, that the Corporation is hereby authorized to participate in the bidding of _____ (Name of the Project and Project ID No.) of the Development Bank of the Philippines ("DBP" or the "Procuring Entity");

RESOLVED, that upon receipt of the Notice of Award for the above-mentioned project from DBP, the Corporation is hereby authorized to enter into a Joint Venture ("JV") with _____ (Name of the Joint Venture Partner) and in relation therewith, the following, is/are hereby, appointed as the duly authorized representative/s of _____ (Name of the Corporation) granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ (Name of the Corporation) in the formation of the JV with _____ (Name of Joint Venture Partner) and to sign any and all documents pertaining to the Joint Venture Agreement (JVA) including the Protocol/Undertaking to Enter into a Joint Venture:

FORM I-B5 (page 2 of 3)

Name⁴	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

RESOLVED ALSO, that in connection with the said bidding, the following is/are hereby appointed and designated as the duly authorized representative/s of the **Corporation and the Lead Partner of the JV to be formed**, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the **Corporation and the JV to be formed** to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the **Corporation and the JV to be formed** all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with DBP and all other documents, as may be required:

LEAD PARTNER: _____ (NAME _____ OF CORPORATION)

Name⁵	Position	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

acting in this manner¹:

1. ☐ singly or any one (1) of the above signatories
2. ☐ jointly or all of the above signatories
3. ☐ any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. 2 jointly signing out of 4)

⁴ Name/s of the designated Officer/s to represent the Corporation for the JV to be formed should be the same as that named in the Protocol/Undertaking to Form a Joint Venture.

⁵ Both Corporations should designate the same representative/s to sign the bidding documents and the contract, if awarded the project subject of the bidding.

FORM I-B5 (page 3 of 3)

RESOLVED FURTHER that, the _____
(Name of the Corporation):

- (1) Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and
- (2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the DBP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY that, the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by DBP, revoking, amending, or otherwise modifying the same."

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this ____ day of _____, 20__ at _____.

Corporate Secretary

SUBSCRIBED AND SWORN to before me, this ____ day of _____, 20__ at _____, affiant exhibiting to me his/her Competent Evidence of Identity _____ issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

(use Bidder's Official Letterhead)

ELIGIBILITY DOCUMENTS SUBMISSION FORM

/Date/

THE CHAIRPERSON

DBP Bids and Awards Committee

6/F Procurement and Inventory Management Department
DBP Head Office, Sen. Gil J. Puyat corner Makati Avenue, Makati City

Ladies/Gentlemen:

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

FORM I-D

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE
CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET
STARTED (IF ANY)**

Business Name : _____
BUSINESS ADDRESS : _____

NAME OF CONTRACT/ PROJECT COST	a) CLIENT'S NAME b) Address c) Telephone Nos. d) Email Address	Nature of Work	BIDDER'S ROLE		a) DATE AWARDED b) DATE STARTED c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			DESCRIPTION	%		PLANNED	ACTUAL	
GOVERNMENT CONTRACTS								
1)								
2)								
3)								
4)								
5)								
PRIVATE CONTRACTS								
1)								
2)								
3)								
4)								
5)								

SUBMITTED BY : _____
(Printed Name & Signature)
DESIGNATION : _____
DATE : _____

FORM I-E

(use Bidder's Official Letterhead)

ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01

STATEMENT OF COMPLETED GOVERNMENT AND/OR PRIVATE CONTRACTS WHICH ARE SIMILAR IN NATURE WITHIN THE LAST THREE (3) YEARS

Business Name : _____
Business Address : _____

Name of Contract	a) Client's Name b) Address c) Telephone Nos. d) Email Address	Nature of Work	Bidder's Role		a) Amount at Award b) Amount at Completion c) Duration	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%		
Government Contracts						
1)						
2)						
3)						
4)						
Private Contracts						
1)						
2)						
3)						
4)						

Note:

- 1) Each of the above completed contract in the statement shall be supported a Copy of Certificate of Satisfactory Completion or its equivalent document to prove satisfactory performance issued by bidder's client. Bidders may use Sample Template per [FORM I-F](#) for the Certificate of Satisfactory Completion which must be issued/signed by the bidder's client, if in case they do not have certificates of completion on file or at hand; and
- 2) All completed government and private contracts within the last three (3) years prior to the deadline for the submission and receipt of eligibility documents shall be included in the list.

Contract of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, integrated report, and other related publications.

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

FORM I-F

(use Bidder's Official Letterhead)

SAMPLE OF CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that _____ (Name of Company/Bidder) has performed consultancy services for our company/agency on _____ (specify consultancy project), with the following details

Title of Contract	:	
Contract Duration	:	
Type and Brief Description of the Project	:	
Consultant's Role	:	
Value of Contract	:	

Based on our evaluation of their performance in completing the project, we give _____ (Name of Company/Bidder) the following rating:

Dimensions	RATING			
	EXCELLENT	VERY SATISFACTORY	SATISFACTORY	POOR
1) Competence				
2) Quality of Work				
3) Timeliness of Completion				
OVERALL RATING				

This Certification shall form part of the Eligibility Requirements in line with _____ (Name of Company/Bidder) participation in the bidding for the (STATE THE NAME/TITLE OF THE BID PROJECT AND THE BID REF. NO.).

Issued this _____ day of _____ 20__ in _____, Philippines

Name of Company (Bidder's Client)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax

E-mail Address

FORM I-G

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

CERTIFICATION ON THE CONSULTANT'S NATIONALITY

This is to certify the nationality of the main consultants to be assigned to the project if awarded the contract:

Proposed Position	Name of the Consultant	Nationality
Creative Director / Graphic Designer		
Editor / Writer or its equivalent		

Note: Bidders may insert additional rows in case of several consultants.

Name of Company

Address

Full Name of Authorized
Representative

Signature of Authorized Representative

Tel. No./Fax

E-mail Address

FORM I-H

ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE DEVELOPMENT BANK OF THE PHILIPPINES, BID REFERENCE NO. C-2025-01



DEVELOPMENT BANK OF THE PHILIPPINES

PRIVACY CONSENT FORM
Bids/Procurement

Name of Project	
-----------------	--

I, _____, (Address) _____,
(Contact Number) _____, (Email Address) _____ hereby authorize/consent to the processing of personal and other related business information which I voluntarily provided to the **Development Bank of the Philippines (DBP)** and understand, acknowledge and agree to the following specific purposes and terms:

I authorize DBP for **processing**¹ and using my personal and other related business information, including but not limited to my name, address, contact details, and any other relevant information necessary for the evaluation process.

I understand that appropriate security measures shall be implemented by DBP for the protection of my personal and other related business information and shall be treated confidentially. Similarly, such information shall only be disclosed to authorized personnel involved in the bids and awards process of DBP.

I acknowledge that my personal and other related business information may be retained by DBP for as long as deemed necessary to fulfill the purposes specified/stated in this consent form, or as required by applicable policies, laws or regulations.

I understand that I have the right to access and request correction of my personal and other related business information held by DBP to correct any error and inaccuracy, in accordance with applicable data privacy laws.

I understand that I have the right to withdraw my consent, and request DBP to stop the **processing** of my personal and business information which may cease/ terminate/ discontinue the evaluation and other related procurement processes.

I agree that any confidential information obtained during my participation in the bid and procurement procedures shall not be disclosed to any third party other than its intended purpose.

By signing below, I acknowledge that I have read and understood the terms and purposes of this consent form and agree to the **processing** of my personal and other related business information as described.

Signature over Printed Name

Date Signed

ADDITIONAL INFORMATION

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: the **DBP Data Protection Officer or the DBP Customer Experience Management Department**, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 8818-9511 to 20/ (02) 8818-9611 to 20, email: info@dbp.ph.

¹**PROCESSING** - refers to any operation or any set of operations performed upon personal data including but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data.

FORM I-I (page 1 of 4)

ANNEX A

A. CRITERIA FOR ELIGIBILITY AND SHORTLISTING

Shortlisting shall be based on the following criteria:

	CRITERIA	WEIGHT	ELIGIBILITY DOCUMENTS	RATING SYSTEM (point system)
1.	Qualifications of Key Professional Staff	45%		Rating shall be collegial based on the ASR TWG's appreciation of the proposal
	CREATIVE DIRECTOR / GRAPHIC DESIGNER			
	a. General Qualifications			
	• Education	7	Notarized Curriculum Vitae citing projects handled	<p>5 pts. – College degree related to profession / position + relevant Doctorate degree + relevant foreign education degree</p> <p>4 pts. – College degree related to profession / position + relevant Doctorate degree or equivalent higher studies or relevant foreign education degree</p> <p>3 pts. – College degree related to Profession/position + relevant Master's degree or equivalent higher studies</p> <p>2 pts. – College degree related to profession / position</p> <p>1 pt. – College degree not related to profession / position or course certificate related to the profession/position</p>
	• Relevant trainings/seminars	7		<p>5 pts. – Attended 14 or more trainings/seminars relevant to the functions of the position over the last 5 years</p> <p>4 pts. – Attended 11-13 trainings/seminars relevant to the functions of the position over the last 5 years</p> <p>3 pts. – Attended 7-10 trainings/seminars relevant to the functions of the position over the last 5 years</p>

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

TOR 2024 DBP Annual and Sustainability Report | Page 13 of 19

FORM I-I (page 2 of 4)

	CRITERIA	WEIGHT	ELIGIBILITY DOCUMENTS	RATING SYSTEM (point system)
				2 pts. – Attended 4-6 trainings/seminars relevant to the functions of the position over the last 5 years 1 pt. – Attended 1-3 trainings/seminars relevant to the functions of the position over the last 5 years 0 pt. – No related/relevant training/seminar attended over the last 5 years
	b. Adequacy of experience	8.5		Years of experience as Creative Director/Graphic Designer relevant to ASR production or similar projects: 5 pts. – more than 12 years 4 pts. – 10 to 12 years 3 pts. – 7 to 9 years 2 pts. – 5 to 6 years 1 pt. – 3 to 4 years 0 pt. – less than 3 years
	EDITOR / WRITER			
	a. General Qualifications			
	• Education	7	Notarized Curriculum Vitae citing projects handled	5 pts. – College degree related to profession/position + relevant doctorate degree + relevant foreign education degree 4 pts. – College degree related to profession / position + relevant Doctorate degree or equivalent higher studies or relevant foreign education degree 3 pts. – College degree related to profession/position + relevant master's degree 2 pts. – College degree related to Profession/position 1 pt. – College degree not related to profession /position or course

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative


Designation

Date

FORM I-I (page 3 of 4)

CRITERIA	WEIGHT	ELIGIBILITY DOCUMENTS	RATING SYSTEM (point system)
			certificate related to the profession/position
<ul style="list-style-type: none"> Relevant trainings/seminars 	7		<p>5 pts. – Attended 14 or more trainings/ seminars relevant to the functions of the position over the last 5 years; completed at least one training on GRI or sustainability reporting</p> <p>4 pts. – Attended 11-13 trainings/ seminars relevant to the functions of the position over the last 5 years; completed at least one training on GRI or sustainability reporting</p> <p>3 pts. – Attended 7-10 trainings/ seminars relevant to the functions of the position over the last 5 years; completed at least one training on GRI or sustainability reporting</p> <p>2 pts. – Attended 4-6 trainings/ seminars relevant to the functions of the position over the last 5 years; completed at least one training on GRI or sustainability reporting</p> <p>1 pt. – Attended 1-3 trainings/ seminars relevant to the functions of the position over the last 5 years; completed at least one training on GRI or sustainability reporting</p> <p>0 pt. – No related/relevant training/ seminar attended over the last 5 years</p>
b. Adequacy of experience	8.5		<p>Years of experience as Editor/Writer relevant to ASR production or similar projects:</p> <p>5 pts. – more than 12 years</p> <p>4 pts. – 10 to 12 years</p> <p>3 pts. – 7 to 9 years</p> <p>2 pts. – 5 to 6 years</p> <p>1 pt. – 3 to 4 years</p>
<div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p style="text-align: center;">Conforme:</p> <p style="text-align: center;">_____ Bidder's Company Name</p> <p style="text-align: center;">_____ Name & Signature of Authorized Representative</p> <p style="text-align: center;">_____ Designation</p> <p style="text-align: center;">_____ Date</p> </div>			

FORM I-I (page 4 of 4)

	CRITERIA	WEIGHT	ELIGIBILITY DOCUMENTS	RATING SYSTEM (point system)
				0 pt. – less than 3 years
2.	Number of completed contracts of similar nature in the last 3 years <i>(Contracts of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, Integrated Report, and other related publications.)</i>	25%	Statement of Completed Contracts and Certificate of Satisfactory Completion or its equivalent document to prove satisfactory performance	5 pts. - 7 to 10 completed similar contracts in the last 3 years 3 pts. - 4 to 6 completed similar contracts in the last 3 years 1 pt. - 3 completed similar contracts in the last 3 years 0 pt. - Less than 3 completed similar contracts in the last 3 years
3.	Years in the business 	20%	SEC Registration or DTI Business name Registration	5 pts. - More than 10 years 4 pts. - 8 years to 10 years 3 pts. - 6 years to 7 years 2 pts. - 3 years to 5 years 1 pt. - 3 years Not eligible if less than 3 years
4.	Number of ongoing contracts of similar nature <i>(Contracts of similar nature refer to projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, Integrated Report, and other related publications.)</i>	10%	Statements of Ongoing Contracts	5 pts. - At least 3 ongoing similar contracts 3 pts. - At least 2 ongoing similar contracts 1 pt. - 1 ongoing similar contract 0 pt. - No ongoing similar contract
	TOTAL	100%		

Note:

The BAC shall draw up the shortlist of consultants from those that have submitted Expression of Interest and eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 12009 (RA 12009), otherwise known as the "New Government Procurement Act," and its Implementing Rules and Regulations (IRR). The short list shall consist of **maximum of five (5)** prospective bidders, from the highest rated bidders provided they meet the minimum qualifications and the minimum average weighted rating of three (3) points based on the above criteria.

Conforme:
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Bidder's Company Name
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Name & Signature of Authorized Representative
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Designation
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Date

PART II: FORMS COMPRISING THE TECHNICAL AND FINANCIAL PROPOSAL

FORM II-A

(TPF 1)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

THE CHAIRPERSON

DBP Bids and Awards Committee

6/F Procurement and Inventory Management Department,
DBP Head Office, Sen. Gil J. Puyat corner Makati Avenue, Makati City
Trunkline: (+632) 818-9511 to 20 local 2610, 2606, or 2617
Telefax: (+632) 812-5702; Email: bacsecretariat@dbp.ph

Ladies/Gentlemen:

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

In accordance with ITB Clause 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:

FORM II-B (page 1 of 2)

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

(use Bidder's Official Letterhead)

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

BID SECURING DECLARATION **Project Identification No.: *[Insert 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 procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

FORM II-B (page 2 of 2)

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.

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 _____

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

CONSULTANT'S REFERENCES

**Relevant Services Carried Out in the Last Five 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 Philippine Peso):
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 and Signature: _____

FORM II-D
(TPF 3)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

**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.

Signed by the duly authorized representative

FORM II-E
(TPF 4)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE PROJECT**

Signed by the duly authorized representative

FORM II-F
(TPF 5)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

--

Signed by the duly authorized representative

FORM II-G (page 1 of 3)
(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:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

FORM II-G (page 2 of 3)

LIST OF ASSIGNED PROJECTS

Name of Client	Title of Contract	Date of Award	Type and Brief Description of the Project	Consultant's Role	Amount of Contract	Duration of Contract	Date of Completion

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: _____

FORM II-G (page 3 of 3)

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 ____.

FORM II-H
(TPF 7)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____
Reports Due: _____
Activities Duration: _____
Location _____

Part-time: _____

Signature: _____
(Authorized representative)

Full Name: _____
Title: _____
Address: _____

FORM II-I (TPF 8)

(use Bidder's Official Letterhead)

ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE DEVELOPMENT BANK OF THE PHILIPPINES BID REFERENCE NO. C-2025-01

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	

Signed by the duly authorized representative

FORM II-J (page 1 of 3)

(use Bidder's Official Letterhead)

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

FORM II-J (page 2 of 3)

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.

FORM II-J (page 3 of 3)

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS 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.

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 _____

FORM II-K (page 1 of 13)

TERMS OF REFERENCE

ENGAGEMENT OF AN ADVERTISING / DESIGN SERVICE PROVIDER FOR THE DESIGN, CONTENT DEVELOPMENT, PRINTING AND DELIVERY OF THE 2024 DBP ANNUAL AND SUSTAINABILITY REPORT

I. INTRODUCTION

The Development Bank of the Philippines (DBP) will engage the services of an Advertising/Design Service Provider, which shall handle creative and editorial development, graphic art services, copywriting/editing, photography, print and digital production, and delivery of the 2024 DBP Annual and Sustainability Report (ASR).

II. OBJECTIVE

The goal of this project is to produce the 2024 DBP ASR, which is a regular publication showcasing the operational and financial performance and accomplishments of the Bank for CY 2024, in accordance with the regulatory disclosure requirements of the Bangko Sentral ng Pilipinas (BSP) and the Governance Commission for GOCCs (GCG).

III. SCOPE OF WORK

The **SERVICE PROVIDER** shall undertake the following services and produce the 2024 DBP ASR in accordance with the following specifications:

A. Design Development

1. Creative Concept based on the approved theme
2. Design and layout of the 2024 DBP Annual and Sustainability Report – Cover, envelope, inside pages, and Notes to Financial Statements
3. Presentation of at least three concept/ design studies

B. Content Development

1. Editorial Development – **SERVICE PROVIDER** to handle report writing based on the raw data/draft write-up to be provided by DBP.
 - a. **Annual Report (AR)** – DBP's operational and financial performance and accomplishments, taking into consideration the compliance requirements for annual reports by the following government regulators:
 - Bangko Sentral ng Pilipinas (Circular No. 956)
 - Governance Commission for GOCCs (GCG)
 - b. **Notes to Financial Statements (FS)** – Provides details of the Bank's financial assets and activities in accordance with generally accepted accounting standards, such as:
 - Philippine Financial Reporting Standard (PFRS) 9
 - Philippine Accounting Standard (PAS)
 - Generally Accepted Accounting Principles (GAAP)
 - c. **Sustainability Report (SR)** – a presentation of DBP's sustainability accomplishments and performance and taking into consideration, among others, the requirements of the following:
 - Global Reporting Initiative (GRI) Standards

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM II-K (page 2 of 13)

- Bangko Sentral ng Pilipinas (Circular No. 1085)

2. Editorial Revision

- a. The **SERVICE PROVIDER** shall assign a dedicated team for the ASR project.
- b. Proofreading shall be meticulously undertaken by the **SERVICE PROVIDER** from the first to final draft prior to submission of the same for review/approval of the Technical Working Group (TWG).

3. Photography, including:

- a. Photo shoot set-ups (including hair and make-up) for 2 days (with provision for special arrangement for those who will miss their scheduled photo shoot due to unforeseen circumstances)
 - a.1. 10 members of the Board
 - a.2. 14 Management Committee members
 - a.3. 70 Senior Officers (VPs and up)
 - a.4. 3 members of the ASR TWG (SAVPs and AVPs)
- b. Location shoot and interview with DBP-financed project/borrower to be featured.
 - b.1. One (1) project located in GMA/Manila
 - b.2. One (1) project located in Luzon
 - b.3. One (1) project located in Visayas
 - b.4. One (1) project located in Mindanao

The **SERVICE PROVIDER** shall clearly indicate a cost breakdown for the project shoot at each specified regional location. In the event that no suitable DBP project/s may be identified for any of the regional locations specified (i.e., Luzon, Visayas, or Mindanao) the **ASR TWG** will identify and provide replacement/s from among DBP-assisted projects located in the GMA/Manila area. The **SERVICE PROVIDER** shall thus, deduct from the total contract price the cost difference resulting from the reduced production expenses corresponding to the shift to GMA/Manila-based DBP-assisted projects from the initially identified projects in other regional location.

- c. Cover as per approved theme

4. Graphic Art Services

- a. Photo scanning, enhancement, digital imaging, and retouching
- b. Report layout design
- c. Art direction and supervision
- d. Final artwork
- e. Color proofing/separation

C. Print/Digital Production and Delivery

1. Quantity of Printed Copies
 - a. Main Report – 850 copies
 - b. Notes to FS (insert) – 300 copies
 - c. Envelopes – 850 pieces
2. High-resolution PDF file format with functional clickable links
3. Envelope
4. Five (5) USB copies of high-resolution PDF file

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM II-K (page 3 of 13)

5. Five (5) USB copies of editable file (layered file, including links and files of all images)
6. One (1) hard drive compilation of all photos and images taken during the photo shoot for the 2024 DBP ASR

Note: The **SERVICE PROVIDER** must turn over to the ASR SECRETARIAT, within 10 calendar days reckoned from the specified photo shoot schedules, the electronic copies of all photos taken.

IV. TECHNICAL SPECIFICATIONS

SPECIFICATIONS	PARTICULARS
No. of Pages	850 copies of the DBP 2024 Annual and Sustainability Report <ul style="list-style-type: none"> 850 copies of the Main Report – 200 pages each copy 300 copies of the Notes to Financial Statements (Insert) – 80 pages 850 Envelopes
Size	<ul style="list-style-type: none"> Main Report – A4 8.27in x 11.69in Notes to Financial Statements – 7in x 11in Envelope – size to fit the report (note combined thickness of main report and NFS insert)
Type of Paper	<ul style="list-style-type: none"> Certified by the Forest Stewardship Council (or equivalent document from paper source/provider) for specified specialty paper for Main Report
Paper Stock	<ul style="list-style-type: none"> Main Report <ul style="list-style-type: none"> - Cover – Chroma Nastro Blu “White” 240 gsm - Inside pages – Chroma Nastro Blu “White” 105 gsm Notes to Financial Statements - Insert (Cover and inside pages) <ul style="list-style-type: none"> - Cover – Chroma Nastro Blu “White” 140 gsm - Inside pages – LTD Edition Planner Paper “White” 81 gsm Envelope – Bk#80
Color	<ul style="list-style-type: none"> Main Report – Full color on cover and all pages Notes to Financial Statements (Insert) – Cover and inside pages – two color Envelope – Two color
Process	<ul style="list-style-type: none"> Main Report Cover – offset (two-side printing) ASR (Main Report and NFS) – offset (two-side printing) for cover and inside pages Envelope – one (1) side printing with die cut and gluing Section breakers/dividers – Offset, 2SP
Binding	<ul style="list-style-type: none"> Perfect smythe sewn (for Main Report and Notes to FS insert)

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM II-K (page 4 of 13)

SPECIFICATIONS	PARTICULARS
Electronic Copies	<ul style="list-style-type: none"> Copies of 2024 DBP ASR (Main Report and Notes to FS) shall be in high-resolution PDF File format with functional clickable links 5 USB copies of the high-res PDF file of the 2024 DBP ASR 5 USB copies of the 2024 DBP ASR in editable file format (Layered File, including links/files of all images)
Others	<ul style="list-style-type: none"> One (1) hard drive compilation of all photos and images taken during the photo shoot for the 2024 DBP ASR shall be provided to DBP containing: <ul style="list-style-type: none"> Compilation for each member of the Board of Directors Compilation for each member of the Management Committee Compilation for each Senior Officer and members of the ASR TWG Compilation of all project location shoot photos

Note: Bidding is open to advertising/consulting companies that have their own printing facilities, or printing companies that have their own consultants/creative personnel. Subcontracting is not allowed. The entire project production process until printing and delivery must be undertaken by the winning **SERVICE PROVIDER**. A bidder may form a joint venture to fully undertake the requirements of the project in accordance with applicable government procurement guidelines and upon full compliance with the prescribed bidding documents and other requirements. If a joint venture already exists, the **SERVICE PROVIDER** should submit a valid joint venture agreement (JVA). In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be a ground for the forfeiture of the bid security.

V. CONTRACT PRICE AND PAYMENT TERMS

- A. The approved budget for the Contract is **Five Million Pesos (P5,000,000.00)** inclusive of all costs and expenses, Value Added Tax (VAT) and other applicable taxes. The design, content development, and printing of the 2024 DBP Annual and Sustainability Report shall be awarded to the **SERVICE PROVIDER** garnering the highest percentage score/rating, per attached Criteria for Selection.
- B. The **SERVICE PROVIDER shall open a deposit account with DBP**, where payment of the corresponding contract price to the **SERVICE PROVIDER** shall be made within fifteen (15) calendar days from receipt of the **SERVICE PROVIDER's** Statement of Account and the issuance by DBP of the Certificate of Acceptance, as well as the submission of the documentary requirements stated in this TOR, subject to the usual government audit/accounting/procurement policies, provided the **SERVICE PROVIDER** has generated a positive performance assessment to be conducted by DBP in accordance with established metrics. All payments are subject to applicable withholding taxes.

Conforme:
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div>
Bidder's Company Name
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div>
Name & Signature of Authorized Representative
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div>
Designation
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div>
Date

FORM II-K (page 5 of 13)

- C. The Bank shall pay the **SERVICE PROVIDER** the contract price, which shall be inclusive of VAT, based on the following milestones per approved production schedule:

Deliverables/ Milestones	% of Total Contract Price	Delivery Deadlines	Acceptance Procedure
Project planning kick-off: <ul style="list-style-type: none"> • Project/ Work Plan Schedule • Concept/ mock-up layout and design 	Twelve percent (12%)	Within three (3) calendar days after receipt of the Notice to Proceed	<ul style="list-style-type: none"> • The ASR concept/ mock-up layout and design (including revision of the original concept/ mock-up layout and design submitted by the SERVICE PROVIDER, if any) shall be approved by the DBP ASR TWG. • If the specifications (including revision, if any) have been fully met by the SERVICE PROVIDER, the DBP ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.
First draft based on agreed project specifications	Twelve percent (12%)	Within twenty (20) calendar days after turnover by DBP of available ASR materials/ raw reference data	<ul style="list-style-type: none"> • The First ASR Draft shall be reviewed/ approved by the DBP ASR TWG. • If the specifications have been fully met by the SERVICE PROVIDER, the DBP ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.
Second draft based on agreed project specifications - Layout revised based on comments and inputs raised on first draft	Twelve percent (12%)	Within fifteen (15) calendar days upon return to SERVICE PROVIDER of first draft	<ul style="list-style-type: none"> • The Second ASR Draft shall be reviewed/approved by the DBP ASR TWG. • If the specifications and revisions have been fully met by the SERVICE PROVIDER, the DBP ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.
Third draft based on agreed project specifications - Reviewed and publication-ready	Twelve percent (12%)	Within fifteen (15) calendar days upon return to SERVICE PROVIDER	<ul style="list-style-type: none"> • The Third ASR Draft shall be reviewed/ approved by the DBP ASR TWG. • If the specifications and revisions have been fully met by the SERVICE PROVIDER, the DBP ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM II-K (page 6 of 13)

Deliverables/ Milestones	% of Total Contract Price	Delivery Deadlines	Acceptance Procedure
copy of the DBP ASR		of second draft	ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.
Final proof based on agreed project specifications	Twelve percent (12%)	Within seventeen (17) calendar days after approval of Final Draft	<ul style="list-style-type: none"> The Final ASR Draft and Proof shall be approved by the DBP ASR TWG. If the specifications (including revisions, if any) have been fully met by the SERVICE PROVIDER, the DBP ASR TWG shall issue a "Certificate of Completion" based on the progress billing policy; this is a required attachment in the processing of payment.
Delivery of the following: <ul style="list-style-type: none"> 850 copies printed ASR (main report) 300 copies Notes to FS (insert) 850 pieces Envelope 5 pieces USB copies of high-res PDF file 5 pieces USB copies of editable file (layered file, including links and files of all images) 1 hard drive compilation of all photos and images taken during the photo shoot for the ASR 	Forty percent (40%)	Within thirty (30) calendar days after approval of Final Proof	<ul style="list-style-type: none"> The printed copies of the 2024 ASR should be free from errors, completely delivered in the specified quantity, and meet quality control standards of the DBP ASR TWG. The DBP ASR TWG shall issue a "Certificate of Final Acceptance" based on the progress billing policy as a required attachment in the processing of payment, upon compliance by the SERVICE PROVIDER of the following: <ul style="list-style-type: none"> Submission of updated and valid Tax Clearance, if the previous Tax Clearance submitted has expired, pursuant to BIR Revenue Regulations (RR) No. 017-2024 Complete delivery of the specified number of copies and accurately printed 2024 DBP ASR Submission of certified result of pre-production grammage testing Submission of certification from paper source/supplier attesting that the paper used is consistent with the specified

Conforme:

Bidder's Company Name

Name & Signature of Authorized Representative

Designation

Date

FORM II-K (page 7 of 13)

Deliverables/ Milestones	% of Total Contract Price	Delivery Deadlines	Acceptance Procedure
			paper stock for the Cover, Inside Pages, and Envelope

Note: Final payment shall be subject to submission of updated and valid Tax Clearance, pursuant to BIR Revenue Memorandum Order (RMO) No. 002-2025.

VI. PROJECT COMPLETION, ACCEPTANCE, AND DELIVERY DETAILS

A. Based on project completion timetable above, the project must be completed within 100 calendar days until printing and delivery, upon issuance of the Notice to Proceed. Digital copy of the report should be turned over to DBP within 90 calendar days upon issuance of the Notice to Proceed. Project completion deadline may be extended up to 60 days as may be necessary, and only when such extension would not constitute/cause failure on the part of the Bank to comply with regulatory deadlines.

B. The **SERVICE PROVIDER** shall ensure that the delivered printed copies of the DBP ASR are in accordance with the specifications and meet all given project deliverables. DBP has the right to reject/refuse acceptance of the delivered printed copies of the ASR in the event that 10 sampled/inspected copies are found to be damaged/with defects or do not meet the given specifications and project deliverables. The **SERVICE PROVIDER** shall replace or undertake acceptable remedies that must be agreed upon in writing with the Bank to address issues and concerns pertinent to the rejected printed copies at no additional cost to the Bank.

The corrected copies of the ASR shall be delivered to the Bank within 10 calendar days from the date of the written agreement between the **SERVICE PROVIDER** and the Bank, through the **ASR SECRETARIAT**.

C. Upon delivery, random inspection shall be conducted by the **ASR SECRETARIAT**. The following will be inspected by the **ASR SECRETARIAT** in the randomly-selected copies:

1. Print quality (i.e. colors, resolution) against the approved final proof
2. Completeness of the printed report (i.e. main report, envelope, and Notes to FS in specified quantities)
3. Completeness of other deliverables (i.e. hard drive and USBs)
4. Random checking of copies of report in terms of misprints, pagination, and binding
5. Correctness/accuracy of content against the approved final proof

The **ASR SECRETARIAT** will sample 3% of the 850 copies or approximately 26 copies from different packs/bundles in the delivery. If 10 of the 26 sampled copies show defects, misprints, or non-compliance with the given technical specifications, the Bank will reject the entire delivery. As such, the **SERVICE PROVIDER** shall undertake the corrective actions stipulated under clause VI.B. Sufficient ground shall be considered to have been established for the Bank to collect the 5% warranty security/retention money if the copies of the ASR delivered by the **SERVICE PROVIDER** after undertaking corrective action still show defects, misprints, or non-compliance with the given technical specifications, as stipulated under clause VIII.8-9.

VII. SELECTION CRITERIA

Conforme:
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Bidder's Company Name
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Name & Signature of Authorized Representative
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Designation
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Date

FORM II-K (page 8 of 13)

The shortlist shall consist of a maximum of five (5) prospective bidders meeting the minimum qualifications and minimum average weighted rating.

ELIGIBILITY AND SHORTLISTING CRITERIA	WEIGHT
1. Qualifications of Key Personnel (i.e. Editor/Writer and Creative Director/Graphic Designer)	45%
2. Number of completed contracts of similar nature	25%
3. Years in the business of production of AR/SR	20%
4. Number of ongoing contracts of similar nature	10%
TOTAL	100%

DBP shall apply the Quality Based Evaluation (QBE) procedure for technical evaluation, wherein the **SERVICE PROVIDER** will be ranked in descending order based on the numerical ratings of the technical proposals of the shortlisted prospective bidders.

TECHINICAL EVALUATION CRITERIA	WEIGHT
1. Adequacy of Technical Proposal and Work Plan	40%
2. Quality of previously completed AR/SR/similar publications	20%
3. Quality of portfolio of key professional staff	40%
TOTAL	100%

The **ASR TWG** shall determine the necessary documentary requirements and the corresponding rating system to demonstrate evidence of the above criteria. Details on the Eligibility and Shortlisting Criteria (Annex A) and Criteria for Technical Evaluation (Annex B) are attached.

VIII. OTHER TERMS AND CONDITIONS

1. The **SERVICE PROVIDER** shall post within ten (10) calendar days from receipt of Notice of Award a Performance Security to guarantee the faithful performance of the Contract. In case of cash or Manager's Check as Performance Security, the same shall be released/refunded to the **SERVICE PROVIDER** within thirty (30) calendar days after completion of all project deliverables as confirmed through the issuance by the Bank of a Certificate of Final Acceptance.
2. The **SERVICE PROVIDER** shall have their own printing facility or their own consultants/creative personnel; otherwise, the **SERVICE PROVIDER** shall disclose should it enter into a joint-venture agreement to fully undertake the requirements of the project.
3. **Grammage Testing**
 - a. **Pre-production grammage testing.** The **SERVICE PROVIDER** shall present/submit the necessary certification/documents attesting to their compliance to the following prescribed paper stock as evidenced by the results of grammage testing by the Department of Science and Technology – Forest Product Research and Development Institute (DOST-FPRDI). Testing shall be done before print production of the 2024 DBP ASR:
 - Cover – Chroma Nastro Blu "White" 240 gsm
 - Inside pages – Chroma Nastro Blu "White" 105 gsm
 - Notes to Financial Statements – Chroma Nastro Blu "White" 140 gsm (Cover); LTD Edition Planner Paper "White" 81 gsm

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Envelope – Bk#80

The **SERVICE PROVIDER** shall bear the cost of grammage testing. Results of the grammage test should attest to compliance with the given paper stock specifications for cover, inside pages of the main report and Notes to FS, and envelope, or should be within the acceptable range based on the stated test details.

- b. **Post-production certification.** The **SERVICE PROVIDER** shall submit to the **ASR TWG** a Certification from their paper source/supplier attesting that the specialty paper used is consistent with the specified paper stock for the cover and inside pages of the main report.
4. The **SERVICE PROVIDER's** Editor-in-Chief or equivalent must have experience in the production/publication of Annual and Sustainability Report.
5. The final artwork, color, and photo reproduction shall be finalized upon approval by the **ASR TWG**.
6. The **SERVICE PROVIDER** shall see to it that proofreading is done from first draft up to the final clean draft prior to turnover of the report to the **ASR TWG**.
7. In the event error/s in the final printed report is/are committed by the **SERVICE PROVIDER**, the cost of reprinting the report shall be shouldered by the **SERVICE PROVIDER**.
8. The **SERVICE PROVIDER** shall submit/post a Warranty Security, in favor of DBP, in the form of Retention Money equivalent to five percent (5%) of every progress payment, to answer for any problems which may appear or be noted in the printed DBP ASR, arising from defects due to improper performance of the required services and deliverables, use of substandard/inferior/faulty materials, or poor and/or shoddy workmanship.
9. The 5% warranty security/retention money shall only be released three (3) months from date of issuance of the Certificate of Final Acceptance, provided that the delivered DBP ASR copies are free from patent and latent defects, and all conditions imposed under the contract of services for the project have been fully met.
10. The Bank will collect the 5% warranty security/retention money if the copies of the ASR delivered by the **SERVICE PROVIDER** after undertaking corrective action still show defects, misprints, or non-compliance with the given technical specifications.
11. All materials used for the printing of the 2024 DBP ASR including all artworks and photo compilations in USB, hard drive and other portable/shareable storage shall be turned over to the **ASR SECRETARIAT** after complete delivery of the ASR.

To allow the **ASR SECRETARIAT** to review the photos prior to producing the layout of the report, the **SERVICE PROVIDER** must turn over to the **ASR SECRETARIAT**, within 10 calendar days reckoned from the specified photo shoot schedules, the electronic copies of all photos taken.

12. The **SERVICE PROVIDER** shall undertake not to divulge at any time to any third party any confidential information relating to the Bank, except upon prior written

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consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority with competent jurisdiction.

13. For contract preparation and implementation, the General and Specific Conditions of standard bidding documents shall be adopted. The documents required in Section 37.2 of the 2016 revised IRR of RA 9184 shall form part of the Contract. Additional Contract documents are indicated in the Bid Data Sheet. A copy of the Contract is hereto included in the bidding documents.

IX. NON-DISCLOSURE

Information about DBP and its operations in this document are considered proprietary and confidential and must be treated as such by the recipients of this TOR. In the same manner, the responses to this TOR, which shall be specified as confidential, shall not be disclosed to any third party.

1. Each party agrees to hold and maintain confidential all materials and information which shall come into its possession or knowledge in connection with the project or its performance, and not to make use thereof other than for the purpose of this project.
2. After completion of the project, all materials, data, proprietary information, and other related documents provided to the **SERVICE PROVIDER**, and which are hereby deemed owned by DBP shall be returned to DBP.
3. The **SERVICE PROVIDER** shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Section.
4. This confidentiality obligation shall survive even after the termination of the contract.
5. The **SERVICE PROVIDER's** breach of this confidentiality provision shall entitle DBP to legal and other equitable remedies including but not limited to the immediate cancellation of the contract and shall entitle DBP for claim for damages and injunctive relief under the circumstances. DBP may also elect to terminate further access by the **SERVICE PROVIDER** to any data and information.

X. DATA PROTECTION AND SEGREGATION

1. Unless prohibited by applicable law, the **SERVICE PROVIDER** shall not disclose DBP information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it in the various jurisdictions in which they operate either for purposes related to the provisions of the Services, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services, without the written consent of DBP, and provided further that the **SERVICE PROVIDER**, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The **SERVICE PROVIDER** shall be responsible for maintaining the confidentiality of DBP information.
2. Whenever applicable in performing its obligations under this Agreement, the **SERVICE PROVIDER** shall, at all times, comply with the provisions of Republic Act No. 10173 or the "Data Privacy Act of 2012," its Implementing Rules and

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Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.

3. The **SERVICE PROVIDER** shall not, without obtaining DBP's prior written consent (such consent not to be unreasonably withheld or delayed), share with third parties any personal data obtained for the project relating to its clients, partners, officers, and employees.
4. The **SERVICE PROVIDER**, thus undertakes to provide adequate safeguards for data privacy and security with respect to such personal data, and comply with all of the Data Privacy principles and data privacy security provisions provided under the Act and its IRR, and all other applicable issuances and/or guidelines of the National Privacy Commission.

XI. LIQUIDATED DAMAGES

If the **SERVICE PROVIDER** fails to deliver any or all of the Services within the period(s) specified in the executed Contract, the Procuring Entity shall, without prejudice to its other remedies under the executed Contract and Applicable Laws, 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 the executed Contract.

XII. MISCELLANEOUS

1. It is understood that DBP reserves the right to reject any or all proposals/bids, waive any defect/s or informality/ies therein other than critical requirements of the project, or accept the proposal which is most advantageous to DBP.
2. It is understood by all bidders that all bids must incorporate the terms and conditions indicated in this TOR. Response documents will be the property of DBP and will no longer be returned to the bidders.
3. **Standard of Service** – the **SERVICE PROVIDER** shall fulfill its obligations for the project according to the best acceptable professional standards and international best practices. The **SERVICE PROVIDER** shall exercise all reasonable skills, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of DBP.
4. **Non-Assignment** – Assignment of any part of the contract, or payment under the contract, without the prior written consent of DBP is not allowed. Subcontracting is not allowed.
5. **Right to Audit and Corrective Action Clauses** – The **SERVICE PROVIDER** agrees that it shall give DBP, the BSP, and other regulatory agencies the right to audit/examine the/access the (i) necessary information regarding the Services in order for DBP, BSP, or such other regulatory agencies to fulfill their respective responsibilities; (ii) the operations of the **SERVICE PROVIDER** in order to review the same in relation to the Services; and, (iii) necessary financial information of the **SERVICE PROVIDER**; the **SERVICE PROVIDER** agrees that DBP shall have the right to conduct the **SERVICE PROVIDER**'s performance assessment with respect to its Services based on established metrics, which shall be provided to the

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SERVICE PROVIDER upon signing of the contract; and the **SERVICE PROVIDER** shall warrant that it shall immediately take the necessary corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of DBP.

6. **Transition Assistance** – In the event of termination of the contract for any cause, the **SERVICE PROVIDER** agrees and guarantees that should DBP decide to transfer the Services to another provider or other arrangements, it shall provide DBP the necessary level of assistance during the transition. In case of merger, consolidation and/or change in name, change in ownership, assignment, attachment of assets, insolvency, or receivership of the **SERVICE PROVIDER**, it shall likewise provide DBP the necessary level of assistance to ensure a smooth transition. For the avoidance of doubt, the surviving or consolidated corporation shall assume all liabilities and obligations under the terms of the contract, provided that the **SERVICE PROVIDER** and/or the surviving or consolidated corporation submits proof of such merger or consolidation acceptable to DBP.
7. **Submission of Tax Clearance** – As required under Executive Order (EO) 398, the **SERVICE PROVIDER** shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue before entering and during the effectivity of the contract. The **SERVICE PROVIDER**, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The **SERVICE PROVIDER** shall pay taxes in full and on time and that failure to do so will entitle DBP to suspend or terminate the contract.
8. **OGCC REVIEW** – The Parties acknowledge that the Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the Parties agree to supplement/amend/restate the Agreement and incorporate the additional comments/revisions which the OGCC may impose in its review/clearance Memorandum, with effect from the date of signing hereof.
9. The winning bidder must strictly adhere to the Bank's information security policies and data privacy standards and other prevailing policies/circulars.
10. It is expressly intended, understood, and agreed that there shall not be an established relationship or employer and employee, general contractor and subcontractor, partnership or a joint venture between DBP and **SERVICE PROVIDER**.

Conforme:
_____ Bidder's Company Name
_____ Name & Signature of Authorized Representative
_____ Designation
_____ Date

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ANNEX B

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSAL

	CRITERIA	WEIGHT	TECHNICAL DOCUMENT	RATING SYSTEM (point system)
1.	Adequacy of Technical Proposal and Work Plan	40%		Rating shall be collegial based on the ASR TWG's appreciation of the proposal
	a. Technical Proposal		3 sets of ASR concept mock-up depicting the approved theme	
	<ul style="list-style-type: none"> Clarity of concept submitted (Theme is clearly interpreted and translated into creative concept.) 	10	Printed copy of PPT presentation deck on the proposed concept/ design and its rationale as rendered in 3 sets of ASR mock-ups	5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
	<ul style="list-style-type: none"> Relevance of creative concept and strategy to DBP objectives and brand identity (Offers an overview of the creative execution strategy that presents adequate understanding of DBP's business and brand and project purpose.) 	10	Mock-ups to include the following: <ol style="list-style-type: none"> Cover Sample layout of the following inside pages <ol style="list-style-type: none"> BOD group photo ManCom group photo 4 section dividers Message from the President of the Philippines DBP Chairman's Message DBP President's Report False body copy with stand-in photos False body copy with tables and graphs and other graphic/visual support 	5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
	<ul style="list-style-type: none"> Visual Impact (Aesthetic and attention-getting appeal to readers) <ul style="list-style-type: none"> Cover appeal Color scheme appeal 	10		5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
	<ul style="list-style-type: none"> Layout/Design (creativity, logic and organization of presentation) 	5		5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
	<ul style="list-style-type: none"> Workflow/approach and timetable 	5	Workflow and timetable (with list of project	5 pts. - Highly Satisfactory 4 pts. - Satisfactory

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	CRITERIA	WEIGHT	TECHNICAL DOCUMENT	RATING SYSTEM (point system)
	<ul style="list-style-type: none"> Workflow is presented in a systematic and organized manner, with project milestones clearly indicated in accordance with given project completion deadline Deliverables clearly indicated in accordance with TOR 		milestones and deliverables)	3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
2.	Quality of Previous AR/SDR/Similar Reports or publications completed	20%		Rating shall be collegial based on the ASR TWG's appreciation of the proposal
	Visual Impact (aesthetic and attention-getting appeal to readers)		Sample Annual Report/Sustainability Report/Similar Reports produced or completed by the agency within the last 3 years	5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
3.	Key Professional Staff and Qualifications	40%		Rating shall be collegial based on the ASR TWG's appreciation of the proposal
	Quality of the portfolio of the creative director/graphic designer	10	At least 3 sample works of the creative director/graphic designer (AR, SR, or other contracts of similar nature)	5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor
	Records of previous engagement of the creative director/graphic designer	10	List of clients in the last 3 years as cited in the submitted CV where the staff acted as creative director/graphic designer or equivalent, with reference and contact persons indicating the years when the project/s were handled for them	5 pts. - 9 to 10 clients in the last 3 years 4 pts. - 7 to 8 clients in the last 3 years 3 pts. - 5 to 6 clients in the last 3 years 2 pts. - 3 to 4 clients in the last 3 years 1 pt. - Less than 3 clients in the last 3 years
	Quality of the portfolio of the editor/writer or its equivalent	10	At least 3 sample works of the editor/writer (AR, SR, or other contracts of similar nature)	5 pts. - Highly Satisfactory 4 pts. - Satisfactory 3 pts. - Acceptable 2 pts. - Partly Acceptable 1 pt. - Poor

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	CRITERIA	WEIGHT	TECHNICAL DOCUMENT	RATING SYSTEM (point system)
	Records of previous engagement of the editor/writer or its equivalent	10	List of clients in the last 3 years as cited in the submitted CV where the staff acted as editor/writer or equivalent, with reference and contact persons indicating the years when the project/s were handled for them	5 pts. - 9 to 10 clients in the last 3 years 4 pts. - 7 to 8 clients in the last 3 years 3 pts. - 5 to 6 clients in the last 3 years 2 pts. - 3 to 4 clients in the last 3 years 1 pt. - Less than 3 clients in the last 3 years
	TOTAL	100%		

Notes:

- Under the Quality-Based Evaluation (QBE) Procedure, the **SERVICE PROVIDER** will be ranked in descending order based on the numerical ratings of their technical proposals.
- Rating of the **ASR TWG** will be collegial based on the TWG's appreciation of the submitted proposals.
- Rating shall be subject to the approval of the HOPE thru the BAC. The highest ranked **SERVICE PROVIDER** will be declared to have submitted the Highest Rated Bid, provided that said **SERVICE PROVIDER** passed the minimum average technical score of 3 points.

Conforme: <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto; text-align: center;"> Bidder's Company Name </div> <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto; text-align: center;"> Name & Signature of Authorized Representative </div> <div style="border-bottom: 1px solid black; width: 40%; margin: 0 auto; text-align: center;"> Designation </div> <div style="border-bottom: 1px solid black; width: 40%; margin: 0 auto; text-align: center;"> Date </div>
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(SECOND ENVELOPE)

FORM II-M
(FPF 1)

(use Bidder's Official Letterhead)

FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

THE CHAIRPERSON

DBP Bids and Awards Committee

6/F Procurement and Inventory Management Department

DBP Head Office, Sen. Gil J. Puyat corner Makati Avenue, Makati City

Trunkline: (+632) 818-9511 to 20 local 2610, 2606 or 2617

Telefax: (+632) 812-5702; Email: [**bacsecretariat@dbp.ph**](mailto:bacsecretariat@dbp.ph)

Ladies/Gentlemen:

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

FORM II-N

(FPF 2)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

SUMMARY OF COSTS

Costs	Currency(ies)⁶	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

Signed by the duly authorized Representative

⁶ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FORM II-O

(FPF 3)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR
THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF
THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ⁷	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

Signed by the duly authorized Representative

⁷ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FORM II-P

(FPF 4)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR
THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF
THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁸	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

Signed by the duly authorized Representative

⁸ Staff months, days, or hours as appropriate.

FORM II-Q

(FPF 5)

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR
THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF
THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

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 ⁹				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

Signed by the duly authorized Representative

⁹ 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.

(use Bidder's Official Letterhead)

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

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				_____

Signed by the duly authorized Representative

Section VII. Checklist of Requirements

**ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE
DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE
2024 ANNUAL AND SUSTAINABILITY REPORT OF THE
DEVELOPMENT BANK OF THE PHILIPPINES
BID REFERENCE NO. C-2025-01**

TRANSMITTAL FORM

CHECKLIST OF REQUIREMENTS FOR BIDDERS

Note: Please fill-out this form and submit directly to the BAC Secretariat outside of the sealed envelopes.

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT

Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

PART 1: DOCUMENTS COMPRISING THE ELIGIBILITY DOCUMENTS

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS (DULY SEALED AND MARKED)
LEGAL ELIGIBILITY DOCUMENTS	
TAB 1	<p>If the bidder is a joint venture (JV):</p> <p>a. <u>If bidding as a formed JV</u>: Submit the existing valid, duly accomplished, signed and notarized JV Agreement (JVA). The JVA must specifically indicate among others, the following: the partner company that will represent the JV, the shareholdings of each partner company in the JV (to determine which partner company and its nationality has the controlling majority share), and the share of each partner company in the JV.</p> <p>Moreover, please likewise note:</p> <p>a.1. <u>If the JV is incorporated or registered with the relevant government agency</u>, all documents listed in this checklist must be under the JV's name and shall submit the PhilGEPS Certificate of Registration under Platinum Category also under the JV's name.</p> <p>a.2. <u>If the JV is unincorporated</u>, the PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial eligibility documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance.</p> <p>b. <u>If bidding as a JV which is yet to be formed</u>: Submit duly notarized Agreement to Enter into Joint Venture (Template per FORM I-A). Please likewise note:</p> <p>PhilGEPS Certificate of Registration under Platinum Membership shall be submitted by each of the JV partners, while submission of the technical and financial documents (Tab 4 onwards) by any one of the JV partners constitutes collective compliance.</p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS (DULY SEALED AND MARKED)
TAB 2	<p>Proof of appointment/authority of bidder's representative:</p> <p>a. Duly notarized Special Power of Attorney (if the bidder is a sole proprietorship) (Template per FORM I-B1)</p> <p>OR</p> <p>b. Duly notarized Secretary's Certificate (if the bidder is a corporation, partnership, cooperative or joint venture)</p> <p>b.1. If the bidder is a <u>CORPORATION</u> - Template per FORM I-B2</p> <p>b.2. If the bidder is an <u>INCORPORATED JV</u> - Template per FORM I-B3</p> <p>b.3. If the bidder is an <u>UNINCORPORATED JV</u> - Template per FORM I-B4</p> <p><i>Each JV partner must submit its duly notarized Special Power of Attorney or Secretary's Certificate, whichever is applicable, indicating therein the following:</i></p> <ul style="list-style-type: none"> <i>The designated/authorized representative who will sign the Joint Venture Agreement (JVA) or the Protocol to Enter into a JV;</i> <i>That they are duly authorized to participate in the bidding as a JV;</i> <i>The authorized lead company to represent the JV;</i> <i>The person designated as the duly authorized representative of the JV to participate in the bidding, sign the bid proposals/bidding documents and sign the ensuing contract with DBP.</i> <p>b.4. If the bidder is a <u>JV WHICH IS YET TO BE FORMED</u> - Template per FORM I-B5</p> <p><i>Each JV partner must submit its duly notarized Special Power of Attorney (SPA) or Secretary's Certificate, whichever is applicable.</i></p> <p>In case there are more than one appointed/designated representatives, bidders must tick ONE of the checkboxes provided in the form to identify if acting ANY ONE OF THE SIGNATORIES, ALL OF THE SIGNATORIES, or ANY (NUMBER) OF THE SIGNATORIES.</p> <p><u>FAILURE TO TICK A CHECKBOX SHALL MEAN THAT ALL AUTHORIZED REPRESENTATIVES MUST SIGN THE BIDDING FORMS.</u></p>
TAB 3	<p>Valid and current Certificate of PhilGEPS Registration (Platinum Membership), in three (3) pages, including Annex "A" or the List of Class "A" Eligibility Documents required to be uploaded and maintained current and updated in PhilGEPS in accordance with section 8.5.2. of the IRR of RA 9184.</p> <p><u>Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the opening of bids. Expired Certificate or any of the Eligibility Documents listed in Annex "A" shall be a ground for failure of the bidder.</u></p> <p><u>For scoring purposes per Criteria for Eligibility and Shortlisting (FORM I-I), bidders may submit a copy of their DTI/SEC Registration to prove the years in business in production of Annual Reports, Sustainability Reports, or similar publications.</u></p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS (DULY SEALED AND MARKED)
<p><i>Following are the related provisions/requirements based on GPPB Resolution 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):</i></p> <ul style="list-style-type: none"> - <u>LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Sections 8.5.2 and 54.6 of the 2016 revised IRR of RA No. 9184 starting 01 January 2022;</u> - <u>AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA No. 9184 to reflect that the submission of the recently expired Mayor's Permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184.</u> 	
TAB 4	Eligibility Documents Submission Form (Expression of Interest), per FORM I-C , must be signed by the authorized representative as named in the Secretary's Certificate or in the Joint Venture Agreement.
TECHNICAL ELIGIBILITY DOCUMENTS (for the following documents/requirements, in case of JV, submission of one partner constitutes collective compliance.)	
TAB 5	<p>Statement by the bidder of ALL its <u>ongoing</u> government and/or private contracts (including those awarded but not yet started, if any), similar in nature and complexity to the contract to be bid (include all contracts with the DBP for the said period, if any). (Template per FORM I-D), duly signed by the bidder's authorized representative.</p> <p>Note: For bidders who have no ongoing government and/or private contracts, kindly indicate in their statement "NONE" to comply with the requirement. Bidders will be rated "failed" if no document is submitted or if the document submitted is incomplete or patently insufficient (<i>per GPPB NPM 094-2013 dtd 2013-12-19</i>).</p> <p><u>For scoring purposes per Criteria for Eligibility and Shortlisting (FORM I-I), bidders must have at least one (1) ongoing contract of similar nature.</u></p>
TAB 6	<p>Statement of Completed Contracts of Similar in Nature (Template per FORM I-E) within the last three (3) years prior to the deadline for the submission and receipt of eligibility documents, duly signed by the bidder's authorized representative.</p> <p>Contract of similar nature refer to <u>projects that involve design, content development and printing of corporate publications, e.g. AR, SDR, coffee table book, integrated report, and other related publication.</u></p> <p>Reminders:</p> <p>Each of the identified completed contract in the statement shall be supported a copy of Certificate of Satisfactory Completion or an equivalent document issued by the bidder's client to prove satisfactory performance. Bidders may use the sample template per FORM I-F which must be issued/signed by the bidder's client, if the client does not have certificates of completion on file or at hand.</p> <p><u>For scoring purposes per Criteria for Eligibility and Shortlisting (FORM I-I), bidders must have at least three (3) completed contract of similar nature in the last 3 years.</u></p>

Item	FIRST ENVELOPE: ELIGIBILITY DOCUMENTS (DULY SEALED AND MARKED)
TAB 7	Statement/Certificate on Consultant's Nationality to be assigned to the project (per FORM I-G), duly signed by the bidder's authorized representative.
TAB 8	Accomplished Data Privacy Consent Form (per FORM I-H), duly signed by the bidder's authorized representative/s.
TAB 9	<p>Criteria for Eligibility and Shortlisting (per FORM I-I), duly signed by the bidder's authorized representative for conformance.</p> <p>Bidder/s must state their conformance in each page of the Criteria for Eligibility and Shortlisting.</p>
TAB 10	<p>Duly notarized Curriculum Vitae of EACH of the following consultants to be assigned to the project if awarded the contract. CV must cite the list of projects handled:</p> <ol style="list-style-type: none"> 1) Creative Director / Graphic Designer 2) Editor / Writer or its equivalent <p>CV must be signed by both the consultant and the bidder's authorized representative.</p>

PART 2: DOCUMENTS COMPRISING THE TECHNICAL DOCUMENTS AND FINANCIAL PROPOSAL

Item	FIRST ENVELOPE: TECHNICAL COMPONENT (DULY SEALED AND MARKED)								
TAB 1	Technical Proposal Submission Form (<i>Template per FORM II-A</i>), duly signed by the authorized representative.								
TAB 2	<p>Original Bid Security issued in favor of the Development Bank of the Philippines (must be valid for at least 120 calendar days from the date of bid opening); <u>any one</u> of the following is acceptable:</p> <p>a. Cashier's/manager's check issued by a Universal or Commercial Bank (<i>at least 2% of ABC</i>)</p> <p>b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (<i>at least 2% of ABC</i>)</p> <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 (<i>at least 5% of ABC</i>).</p> <p>d. Duly <u>notarized</u> Bid Securing Declaration (<i>Template per FORM II-B</i>) duly signed by the bidder's authorized representative.</p> <table><tr><td>Approved Budget for the Contract (in PhP)</td><td>Cashier's/ Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</td><td>Surety bond (5% of ABC)</td><td>Bid Securing Declaration</td></tr><tr><td>5,000,000.00</td><td>100,000.00</td><td>250,000.00</td><td>No required percentage</td></tr></table> <p><u>For bidders who opt to submit a surety bond must also submit copy of Certification issued by Insurance Commission that the surety or insurance company is authorized to issue such security.</u></p> <p>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.</p>	Approved Budget for the Contract (in PhP)	Cashier's/ Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Surety bond (5% of ABC)	Bid Securing Declaration	5,000,000.00	100,000.00	250,000.00	No required percentage
Approved Budget for the Contract (in PhP)	Cashier's/ Manager's check, Bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Surety bond (5% of ABC)	Bid Securing Declaration						
5,000,000.00	100,000.00	250,000.00	No required percentage						

Item	FIRST ENVELOPE: TECHNICAL COMPONENT (DULY SEALED AND MARKED)
TAB 3	Consultant's References (<i>Template per FORM II-C</i>), duly signed by the bidder's authorized representative.
TAB 4	Comments and suggestions of consultant on the Terms of Reference and on data, services, and facilities to be provided by DBP <i>per FORM II-D</i> , duly signed by the bidder's authorized representative.
TAB 5	Description of the methodology and work plan for performing the project <i>per FORM II-E</i> , duly signed by the bidder's authorized representative.
TAB 6	Team Composition and Task <i>per FORM II-F</i> , duly signed by the bidder's authorized representative.
TAB 7	Duly signed/accomplished AND notarized Curriculum Vitae (<i>per FORM II-G</i>) of Creative Director/Graphic Designer to be assigned to the project if awarded the contract. CV must include <u>list of clients in the last three (3) years</u> acted as creative director/graphic designer, with reference and contact persons indicating the years when the project/s were handled for them. CV must be signed by the creative director/graphic designer and the bidder's authorized representative.
TAB 7A	Copy of at least three (3) sample works of the creative director/graphic designer (AR, SDR, or other contracts of similar nature).
TAB 8	Duly signed/accomplished AND notarized Curriculum Vitae (<i>per FORM II-G</i>) of Editor/Writer or its equivalent to be assigned to the project if awarded the contract. CV must include <u>list of clients in the last three (3) years</u> acted as editor/writer or equivalent, with reference and contact persons indicating the years when the project/s were handled for them. CV must be signed by the editor/writer or its equivalent and the bidder's authorized representative.
TAB 8A	Copy of at least three (3) sample works of the editor/writer (AR, SDR or other contracts of similar nature).
TAB 9	Time Schedule for Professional Personnel <i>per FORM II-H</i> , duly signed by the bidder's authorized representative.
TAB 10	Activity (Work) Schedule <i>per FORM II-I</i> , duly signed by the bidder's authorized representative.

Item	FIRST ENVELOPE: TECHNICAL COMPONENT (DULY SEALED AND MARKED)
TAB 11	Notarized Omnibus Sworn Statement signed by the bidder's authorized representative (Template per FORM II-J).
TAB 12	DBP Terms of Reference per FORM II-K, duly signed by the bidder's authorized representative for conformance. Bidders must state their conformance in each page of the Terms of Reference.
TAB 13	Technical Evaluation Criteria (Quality-Based Evaluation) per FORM II-L, duly signed by the bidder's authorized representative for conformance. Bidders must state their conformance in each page of the Technical Evaluation Criteria.
	<u>Submission of the following in a separate envelope/package, duly sealed and labelled [for scoring purposes per Technical Evaluation Criteria – Quality-Based Evaluation (FORM II-L)]:</u> <ul style="list-style-type: none"> i. Three (3) sets of Annual and Sustainability Report (ASR) concept mock-ups depicting the approved theme. Please refer to the Technical Evaluation Criteria (Quality-Based Evaluation) for the contents/layout of the mock-ups. ii. Printed copy of PowerPoint presentation deck on the proposed concept/design and its rationale as rendered in 3 sets of ASR mock-ups. iii. Sample Annual Report/Sustainability Report/similar reports produced or completed by the bidder within the last three (3) years.
Item	SECOND ENVELOPE: FINANCIAL COMPONENT (DULY SEALED AND MARKED)
TAB 1	Duly accomplished Financial Proposal Submission Form (Template per FORM II-M), duly signed by the bidder's authorized representative.
TAB 2	Summary of Costs per FORM II-N, duly signed by the bidder's authorized representative.
TAB 3	Breakdown of Price per Activity per FORM II-O, duly signed by the bidder's authorized representative.
TAB 4	Breakdown of Remuneration per Activity per FORM II-P, duly signed by the bidder's authorized representative.
TAB 5	Reimbursables per Activity (per FORM II-Q), duly signed by the bidder's authorized representative.
TAB 6	Miscellaneous Expenses (per FORM II-R), duly signed by the bidder's authorized representative.

A. How to create and encrypt a password in an archived file

1. Launch the WinRAR application in your windows by clicking the windows button and type WinRAR at the search button. (Fig. 1.1) If you don't have a WinRAR, download and install the program at www.win-rar.com (Fig. 1.2). For steps on how to download and install the WinRAR program, please refer to this link: <https://www.wikihow.com/Use-WinRAR>

Avoid using the "Get WinRAR FREE with TrialPay" option. This will attempt to install adware on your computer.

Fig. 1.1

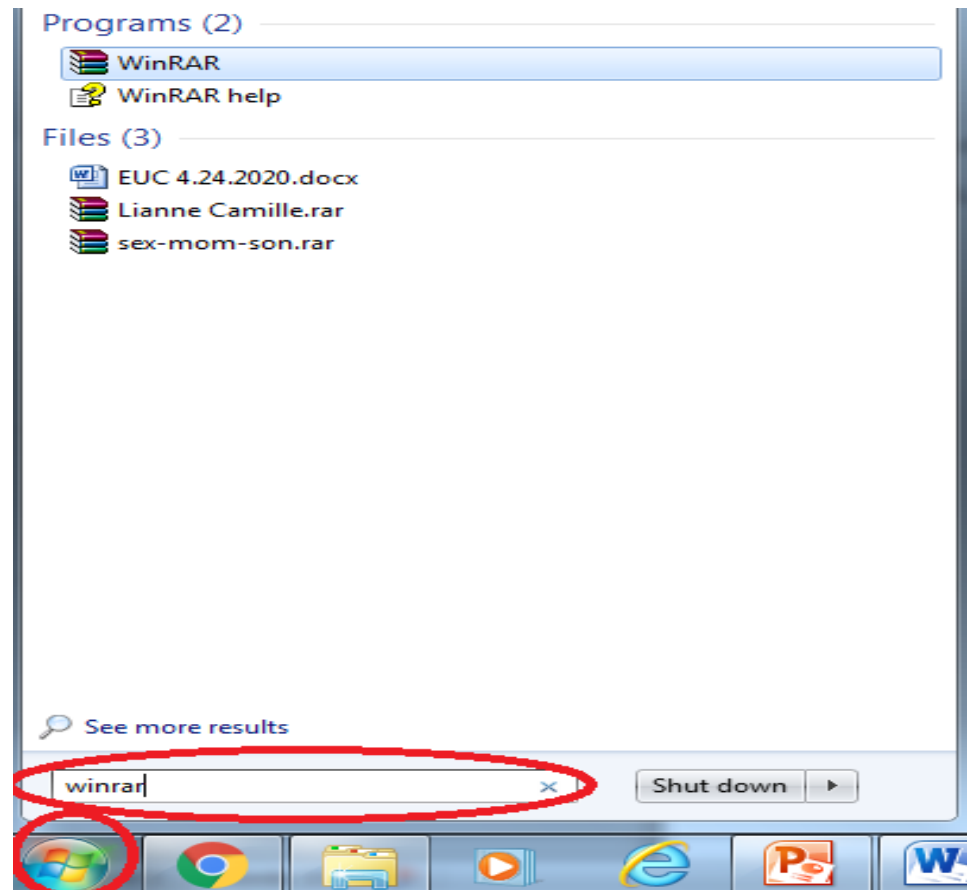
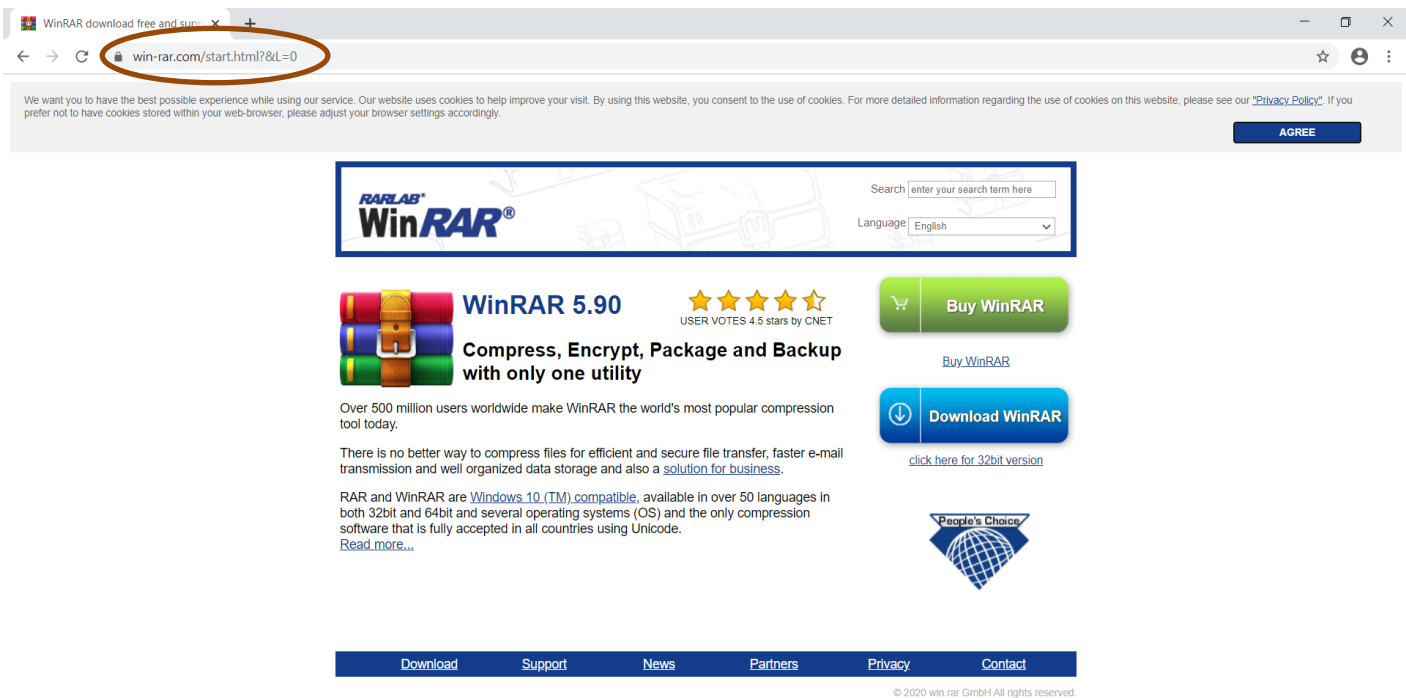
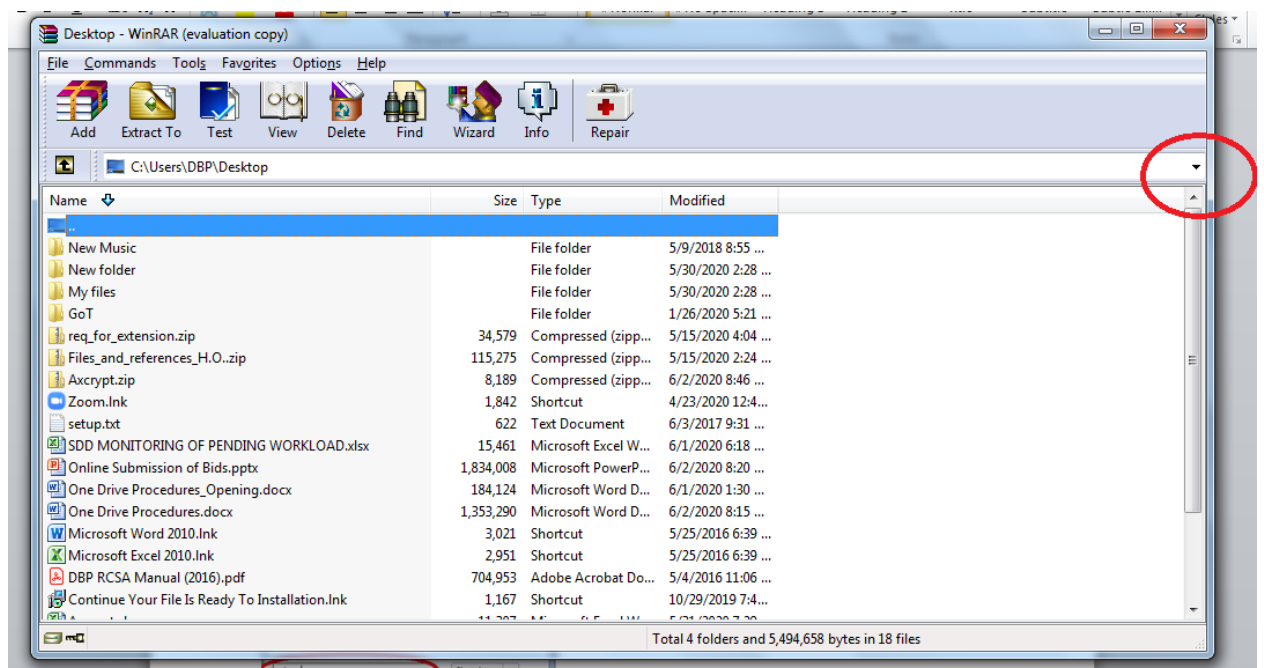


Fig. 1.2



2. Locate the file you want to zip by clicking the drop down menu. (Fig. 1.3)

Fig. 1.3



3. Select all of the files you want to archive in Windows by holding down the "Ctrl" key and left-click each file that you want to add to the archive. Add your files to a new RAR archive. There are a couple of different ways that you can do this:

3.1 Open the WinRAR window and then browse for the files you want to add. Select all the files and then click the "Add" button; (Fig. 1.4) OR

3.2 Select all of the files you want to archive in Windows. Right-click on your selection and choose "Add to archive..." (Fig. 1.5)

Fig. 1.4

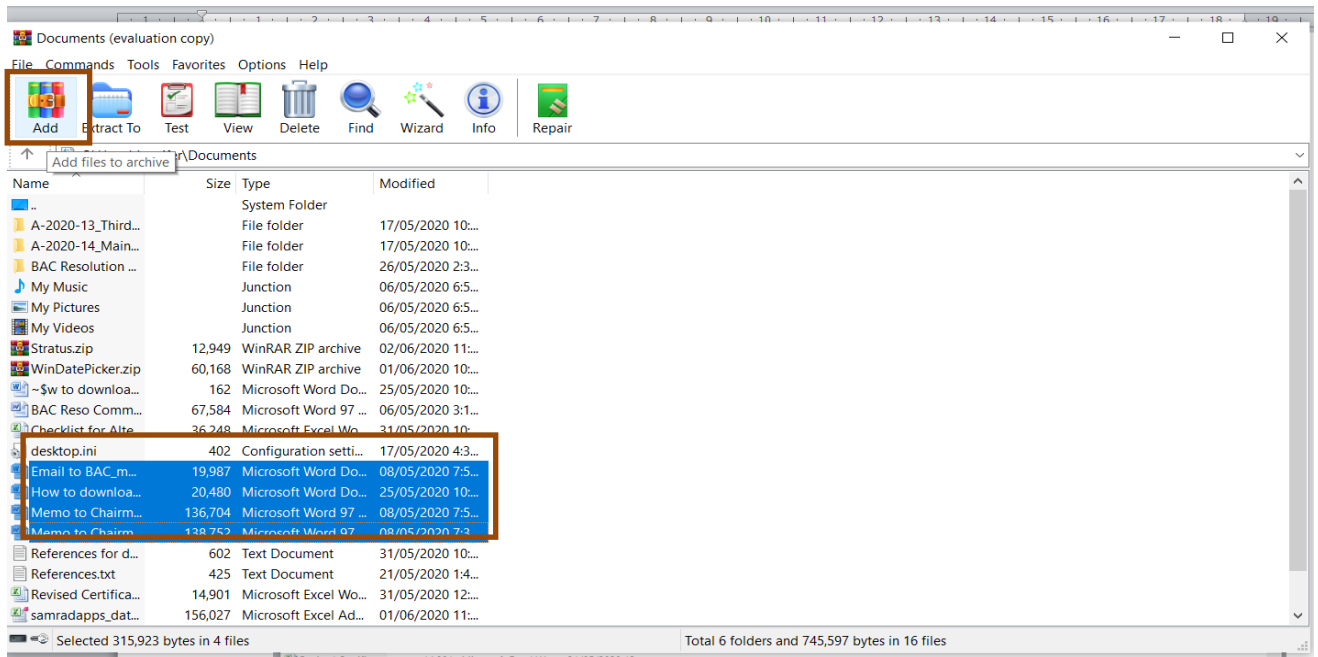
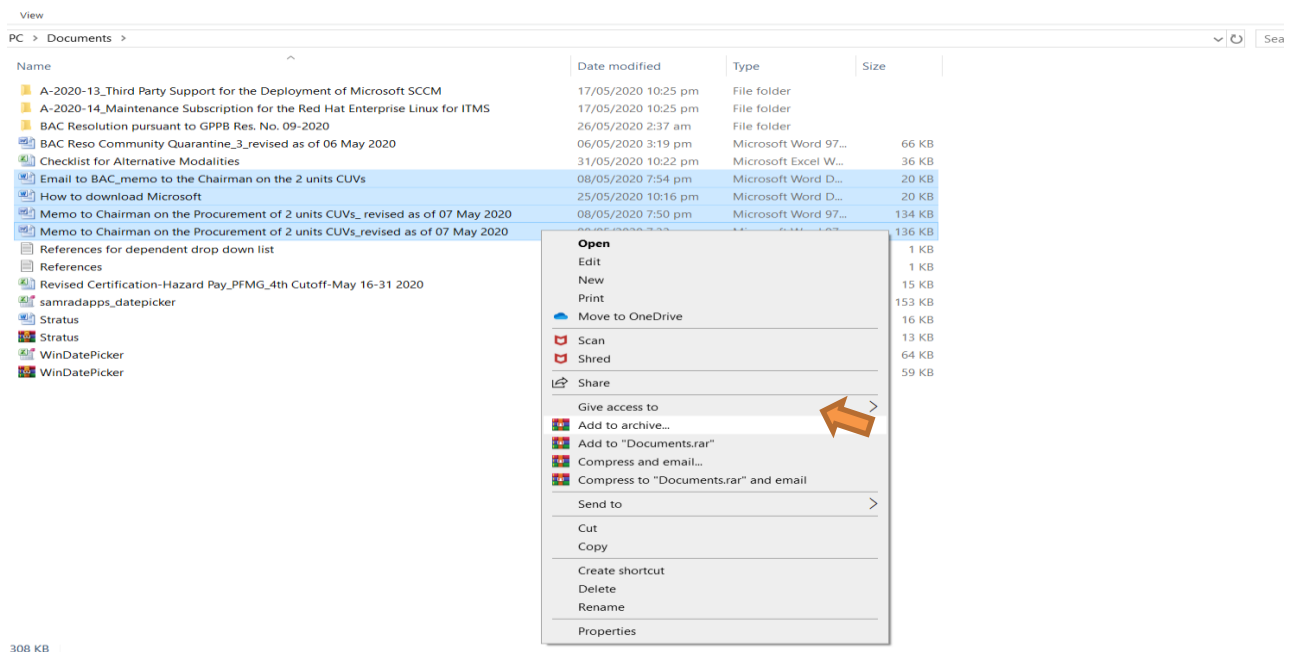
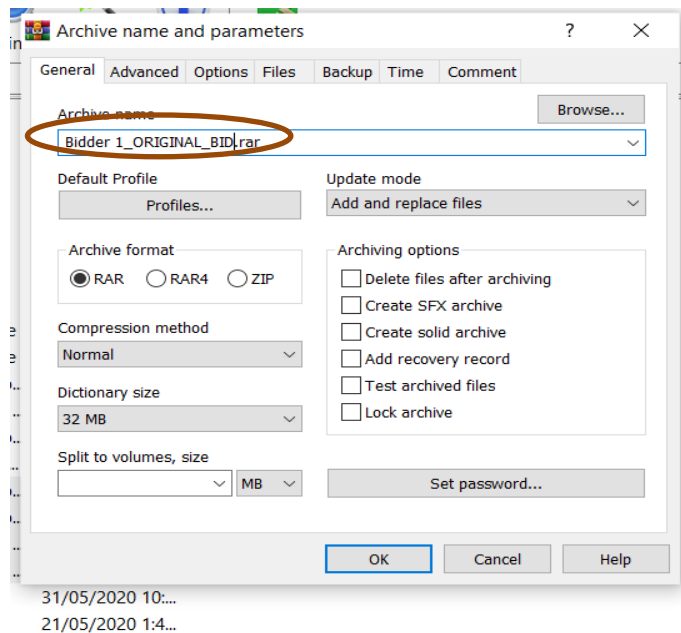


Fig. 1.5



4. Indicate your Archive name (e.g. Bidder 1_ORIGINAL_BID, Bidder 1_COPY NO. 1_BID, Bidder 1_COPY NO. 2_BID) (Fig. 1.6). By default, it will be named after the folder the files were originally in.

Fig. 1.6



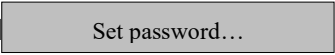
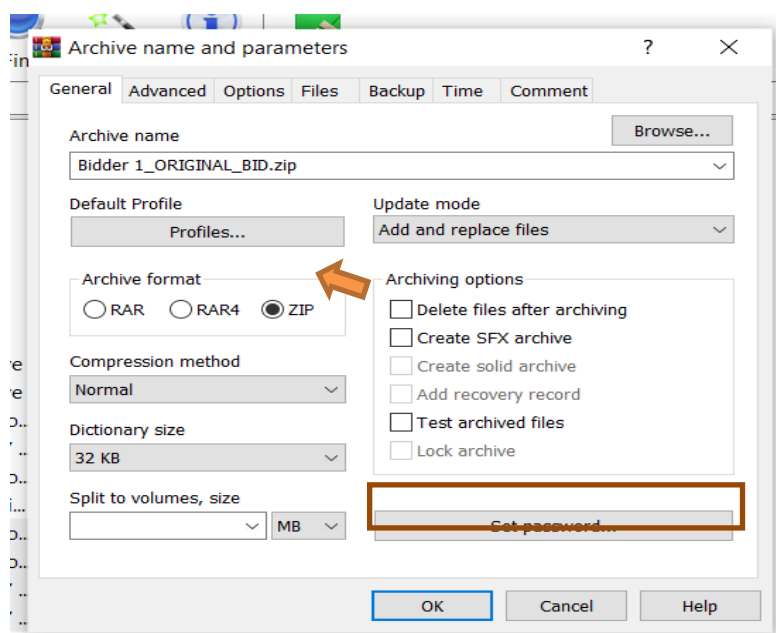
5. Select the ☒ ZIP file button in the Archive format and then click  button. This is located in the General tab of the "Archive name and parameters" window that appears when creating a new archive. (Fig. 1.7)

Fig. 1.7



6. Type/Key in your password. (Fig. 1.8 and 1.9)

Fig. 1.8

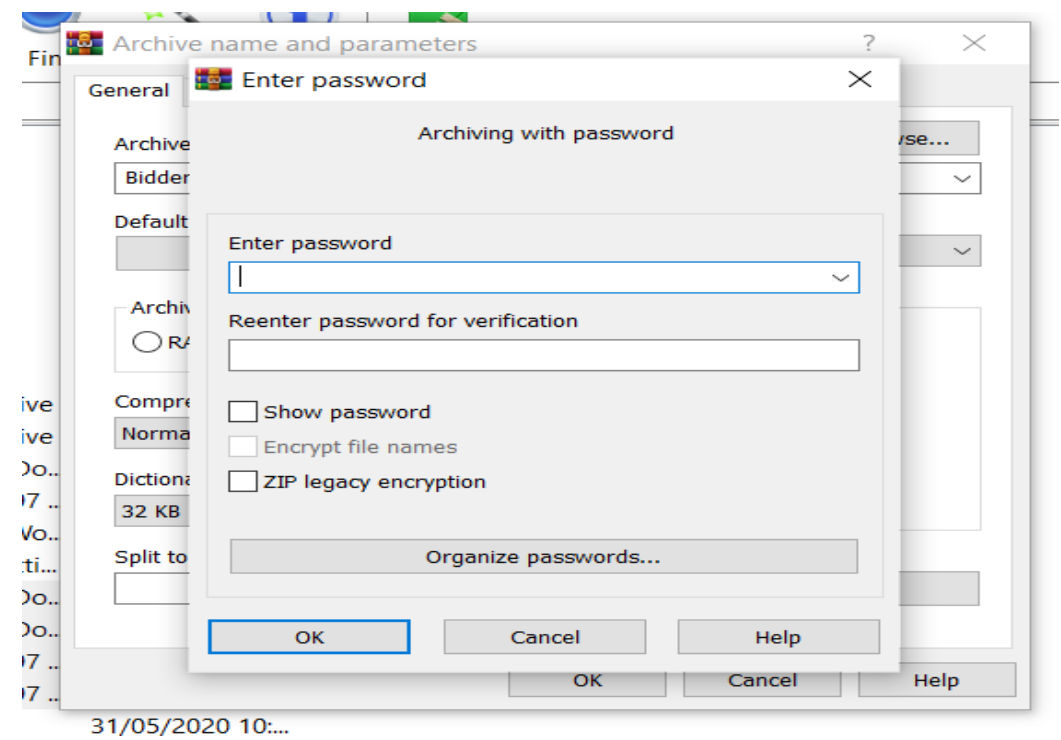
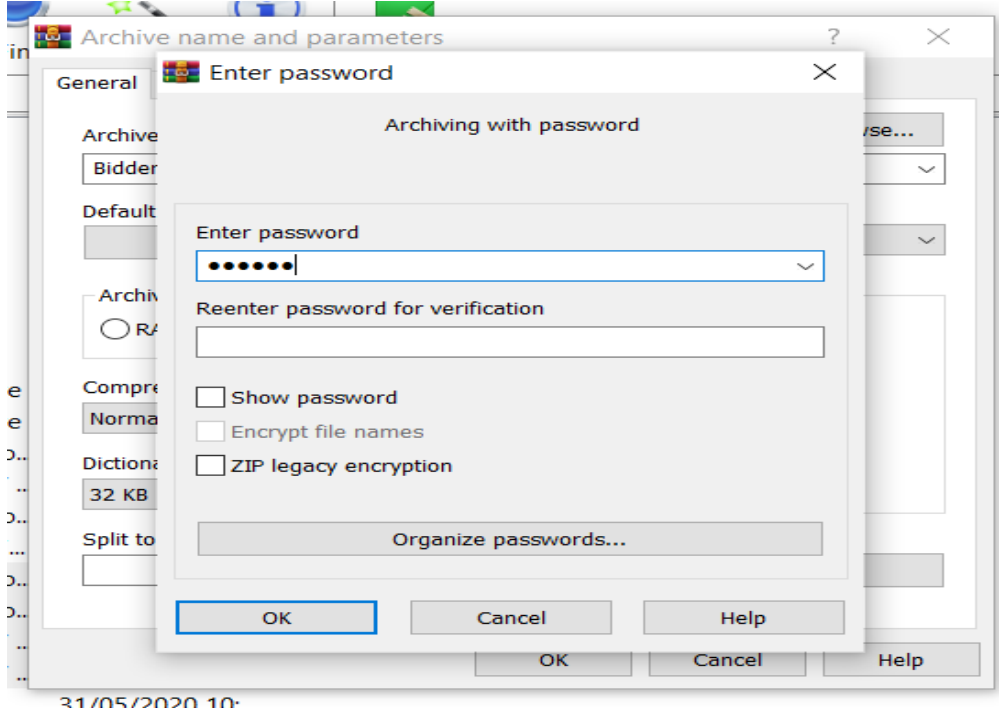
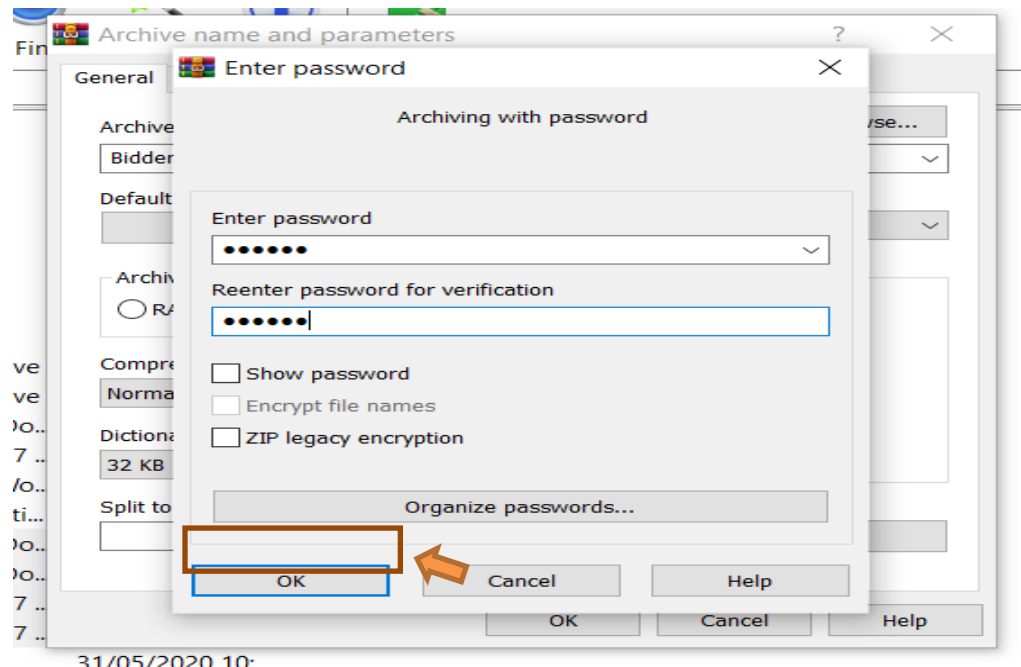


Fig. 1.9



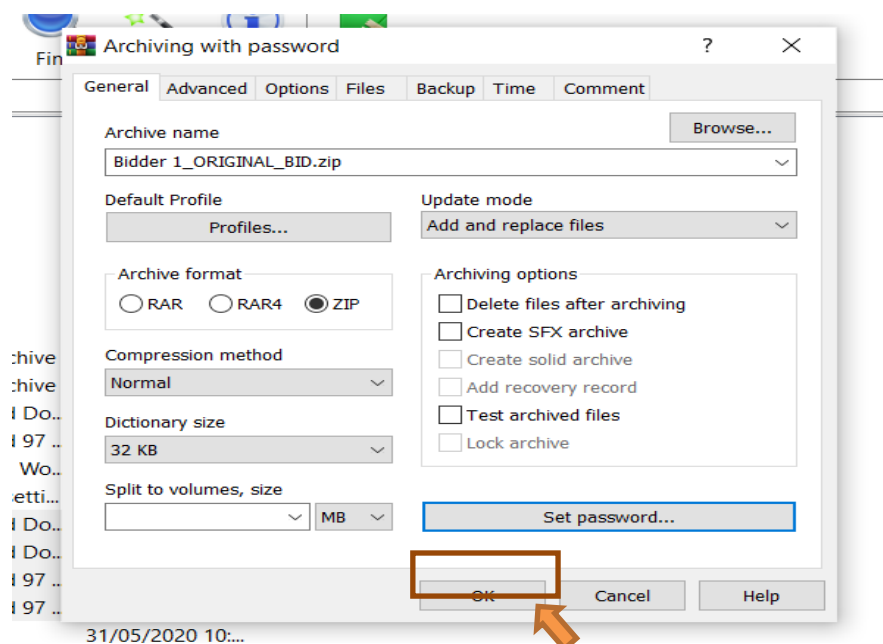
7. Enter it a second time to confirm it. You can check the "Show password" box to see the characters as you type them (Fig. 1.10). After re-entering your password, click the **OK** button to save your password.

Fig. 1.10



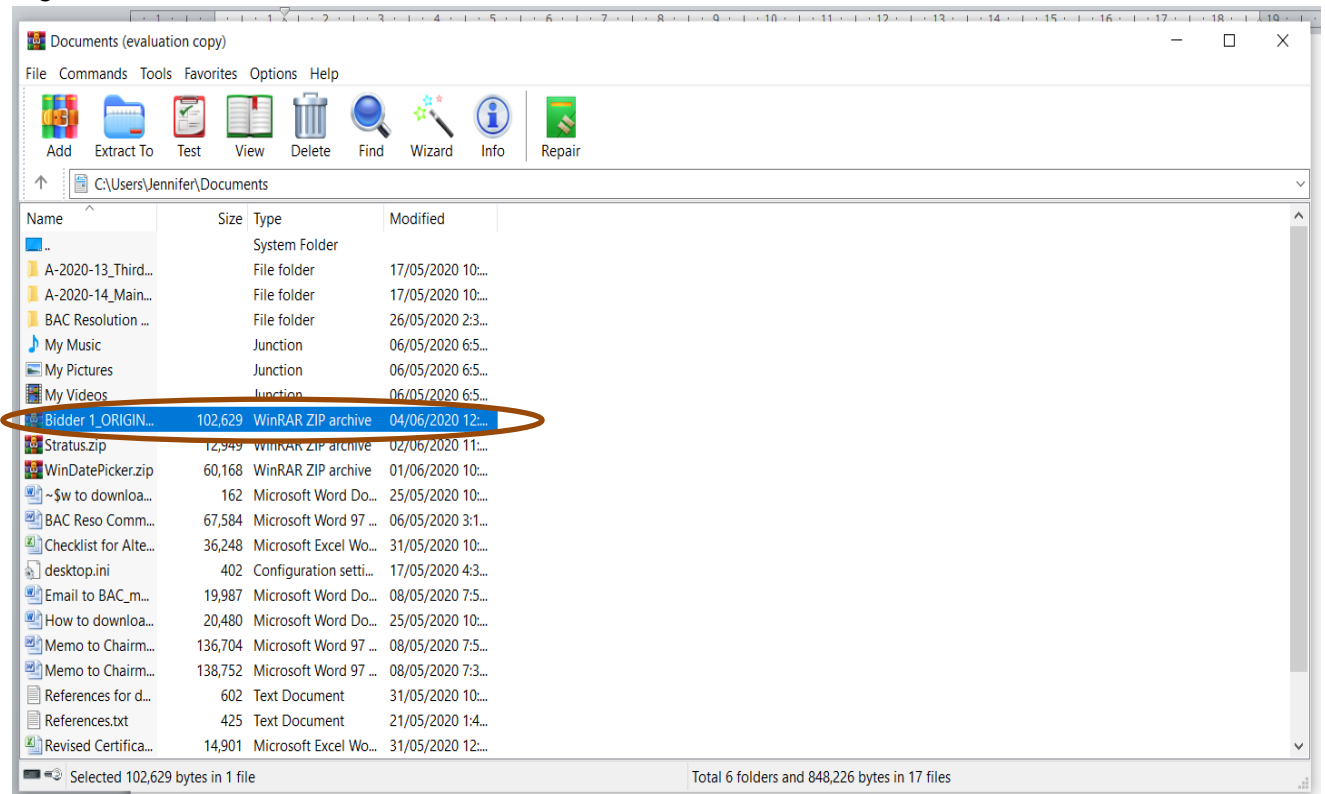
8. After clicking OK in the "Enter password" tab, click **OK** in the "Archive with password" window to create your new .ZIP file. (Fig. 1.11)

Fig. 1.11



9. The program will show that the files you have already selected are already compressed.
(Fig. 1.12)

Fig. 1.12



10. Test it out. After the .ZIP file is created, you can double-click it to test it out. When you try to extract it, you will be prompted for the password you created.

B. Procedures/steps for Online or Electronic Bid Submission:

- I. All bidders who choose to submit their bids via our online bid submission facility shall properly notify the BAC Secretariat. The BAC Secretariat shall likewise provide assistance to the bidders on the procedures of online bid submission. Bidders shall be given the link as access to the online bid submission facility being used by the BAC.
 1. The bidder shall send an email to the BAC Secretariat signifying its intent to submit their bids via DBP-BAC Online Bid Submission Facility. The bidder shall likewise request for the link of the Shared OneDrive Folder (**Microsoft Office 365 OneDrive**).
 2. The BAC Secretariat shall send the link of the Shared OneDrive Folder to the registered email being used by the bidder.

Note: The email address being used by the bidder must be consistent or the same email address to be used by the BAC Secretariat in sending links of the Shared OneDrive Folder except for justifiable reasons (e.g., bidder is encountering technical issues or cannot access the link of the shared folder, etc.).

3. Once the bidder received the link of the Shared OneDrive Folder, he/she must notify the BAC Secretariat via email confirming receipt of the same link of the shared folder.
4. Upon gaining access or upon opening the Shared One Drive Folder, the bidder shall upload their bids, via proper labelling which is as follows:

Example:

- a. (Name of Company/Office/Bidder)_FOLDER 1_ELIGIBILITY REQUIREMENTS AND TECHNICAL COMPONENT_BID
- b. (Name of Company/Office/Bidder)_FOLDER 2_FINANCIAL COMPONENT_BID

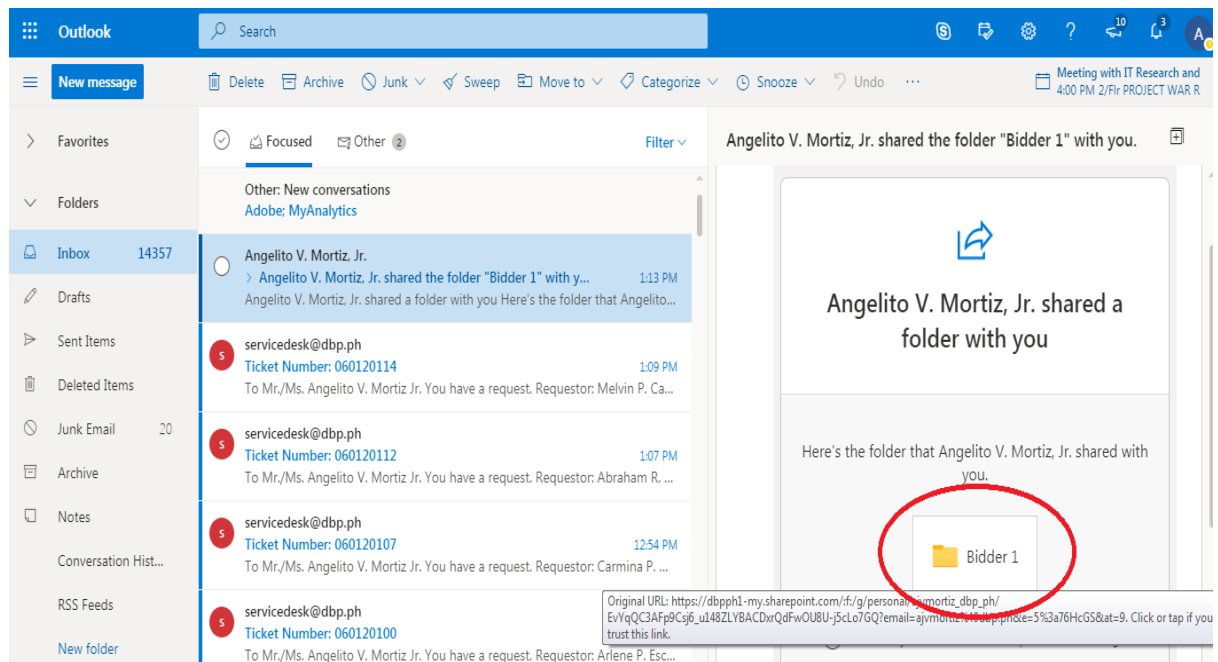
- 4.1 The bidder shall submit their bids **on or before the date and time of the Deadline for the Submission and Receipt of Bids as indicated in the Invitation to Bid (IB) par. 8.**
- 4.2 The bidders are advised to take note of the schedule for the said activity at all times as indicated in the IB and the Bidding Documents and must check any Supplemental Bid Bulletins that will be issued/posted by the BAC from time to time which they can access and download for free in the PhilGEPS website and the DBP's website: <https://www.dbp.ph/invitations-to-bid/>
- 4.3. Any revisions on the schedule of Deadline of the Submission and Receipt of Bids and the Opening of Bids shall be issued by the BAC and posted by the BAC Secretariat via a Supplemental Bid Bulletin and shall be used by the bidders as reference in submitting their bids.
5. Once the bidders have uploaded their bids, they shall properly notify the BAC Secretariat via email that their bids were successfully uploaded in the Shared OneDrive Folder.

6. The BAC Secretariat shall immediately notify the bidder or confirm via email that their bids were deemed uploaded and received by the BAC Secretariat and must indicate the exact date and time when the bids are received. The date and time of the receipt of the bid proposals shall be used by the BAC Secretariat during the Opening of Bids.
7. If the bidder desires to modify its bid, it shall likewise notify the BAC Secretariat of its intent to modify their bids.
 - 7.1 A bidder may modify its bid, ***provided: that this is done before the deadline for the submission and receipt of bids.***
 - 7.2 If the bidder modifies its bid, it shall not be allowed to retrieve or delete its original electronically submitted bids but, shall only be allowed to send another bid equally labelled, properly identified, linked to its original electronically submitted bid and marked as a “modification”.
 - 7.3 The BAC Secretariat shall equally notify the bidder on the date and time when the bid modifications were received via email.
 - 7.4. Bid modifications received after the applicable deadline shall not be considered or rejected and shall not be opened during the Opening of Bids.
8. All bids received beyond the Deadline for the Submission and Receipt of Bids shall be automatically rejected.

C. How to Open the Link and Upload the Bid Proposals to the Shared OneDrive Folder

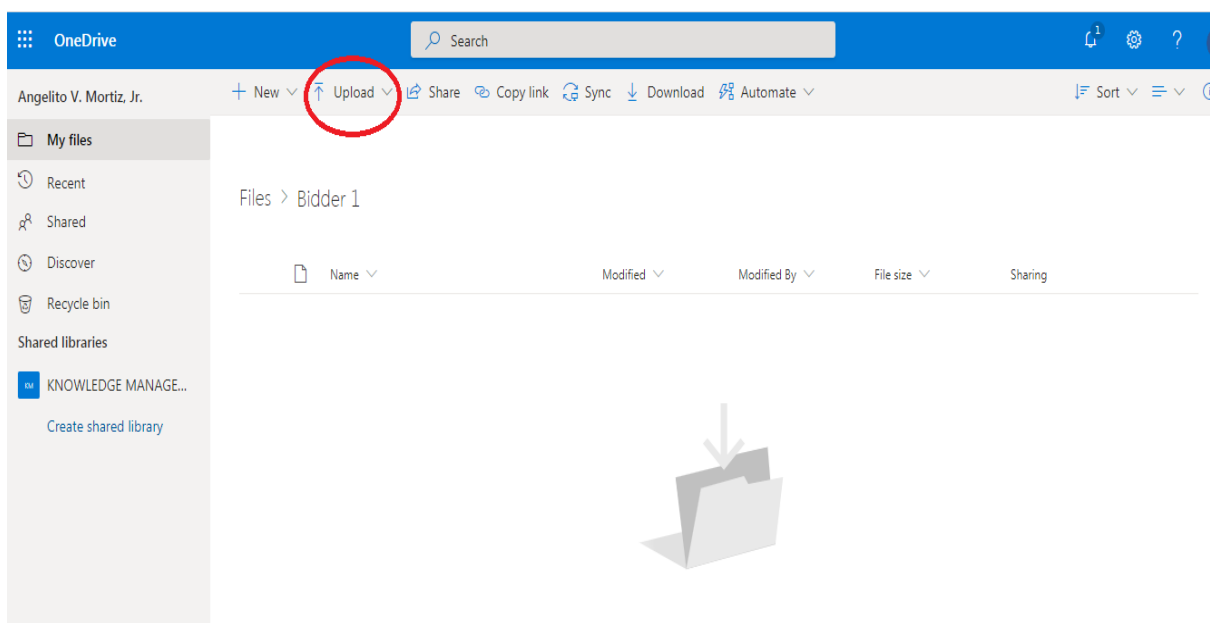
1. Open your email application and look for the email sending you the link for one drive and click the folder.

Fig. 1.1



2. Upon clicking the link, you will be directed to the One Drive folder. You may now upload the documents you wanted to share by clicking the upload button.

Fig. 2.1



Section VIII. POST-QUALIFICATION
TRANSMITTAL FORM

POST-QUALIFICATION TRANSMITTAL FORM

ENGAGEMENT OF AN ADVERTISING/DESIGN SERVICE PROVIDER FOR THE DESIGN, CONTENT DEVELOPMENT, PRINTING, AND DELIVERY OF THE 2024 ANNUAL AND SUSTAINABILITY REPORT OF THE DEVELOPMENT BANK OF THE PHILIPPINES BID REFERENCE NO. C-2025-01

Note: For the HIGHEST/SINGLE RATED BID (HRB/SRB), please fill-out and submit together with the Post Qualification Requirements

FOR MACHINE STAMP (OFFICIAL TIME) BY THE DBP BAC SECRETARIAT

Received:

Name of Bidder: _____

Complete Address: _____

Submitted by: _____

Landline: _____ Email: _____

Within five (5) calendar days from the notice that the bidder is the **Highest or Single Rated Bid (HRB/SRB)**, the bidder shall submit two (2) sets of the following documentary requirements (which the bidder may also opt to submit on the date of opening of proposals; please bring ORIGINAL documents for verification):

- i. Latest Business Tax Returns: VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) for the six (6) months period preceding the submission and opening of bids with proof of payment (any one of the following):
 - a. Electronic Filing and Payment System (EFPS) confirmation receipt
 - b. Bank-issued payment confirmation receipt
 - c. BIR payment confirmation receipts/status
- ii. Copies of the following documents:
 - a. DTI or SEC Certificate of Registration (including the names of company's controlling stockholders, directors, board members and officers);
 - b. Valid/current Business/Mayor's Permit; and
 - c. Valid/current Tax Clearance issued by the BIR for bidding purposes.
- iii. Copies of Notice of Award (NOA), contract, Notice to Proceed (NTP), or equivalent documents relative to the listed ongoing projects/contracts.
- iv. Duly signed Letter of Authorization stating that the bidder is authorizing the Development Bank of the Philippines (DBP) to conduct credit/background investigation as part of the Post-Qualification process, in relation to the project being bid. (*Template hereto attached*)
- v. Other documents as may be listed in the Technical Specifications/Terms of Reference/Scope of Works.

Note: Failure to submit the above requirements on time or a finding against the veracity of such shall be grounds for the forfeiture of the bid security and disqualify the bidder for award.

LETTER OF AUTHORIZATION

[shall be submitted during post-qualification process or upon receipt of the Notice of Single/Lowest Calculated Bid]

(use Bidder's Official Letterhead)

Date:

To: **THE CHAIRPERSON, BIDS AND AWARDS COMMITTEE (BAC)**

Development Bank of the Philippines (DBP)

Sen. Gil Puyat Ave., cor. Makati Ave., Makati City

1200 Philippines

Gentlemen:

This is to authorize the Development Bank of the Philippines (DBP) and its authorized representatives, to conduct the validation/verification of the following documents as part of post qualification relative to our bid for the (state Title of the Bid Project) under (state Bid Reference Number):

1. PhilGEPS Registration
2. SEC or DTI Registration (as applicable)
3. Current/ valid Business/Mayor's Permit
4. Current/valid Tax Clearance
5. Current Audited Financial Statements
6. Current/valid PCAB License (only applicable for Infrastructure projects)
7. List Single Completed Contract of similar nature

Thank you.

Very truly yours,

Name and Signature of the Authorized Representative

**Section IX. Forms to be submitted upon
receipt of Notice of Award (NOA)**

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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 OR ITS
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.

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 _____

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]

