



**PNOC**

The Energy Company

**PHILIPPINE NATIONAL OIL COMPANY  
PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE,  
BONIFACIO GLOBAL CITY, TAGUIG CITY**

# **Procurement of CONSULTING SERVICES**

**Rebidding for the  
Consulting Services for the  
Pre-Development of  
Onshore Wind Farm Project**

*ITB No. 2026-03-023*

**First Edition  
May 2025**

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## ***Glossary of Acronyms, Terms, and Abbreviations***

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

DOLE – Department of Labor and Employment.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

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

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

HRRB – Highest Rated Responsive Bid.

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

ITB – Instructions to Bidders.

LGUs – Local Government Units.

LoC – Letter of Credit.

MYCA – Multi-Year Contracting Authority.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

RA No. – Republic Act Number.

SCC - Special Conditions of Contract.

SEC – Securities and Exchange Commission.

UN – United Nations.

WB – World Bank.

## ***Definition of Terms***

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

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

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

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

**Consulting Services** – refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (IRR of RA No. 12009, Section 5[i])

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

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

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

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

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

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

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

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

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

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

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

## ***Part II***



May 4, 2026

**MR. JOHN JAMES M. VITAN**  
President and CEO  
**AIRNERGY AND RENEWABLES, INC.**  
159 Kamias Road, Brgy. Sikatuna Village, Quezon City

Subject: **Invitation to Bid – Rebidding for the Consulting Services for the Pre-Development of Onshore Wind Farm Project**

Dear Mr. Vitan:

- 1) The **PHILIPPINE NATIONAL OIL COMPANY (PNOC)** (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from *2026 Approved Corporate Operating Budget* toward the cost of ***Rebidding for the Consulting Services for the Pre-Development of Onshore Wind Farm Project***. The Procuring Entity intends to apply a portion of the funds in the amount of ***Seventy – Five Million Pesos (Php75,000,000.00)*** to eligible payments under the contract for the *aforesaid procurement* which the Bidding Documents are issued.
- 2) The Procuring Entity now invites bids to provide the following Consulting Services: ***Rebidding for the Consulting Services for the Pre-Development of Onshore Wind Farm Project***. More details on the services are provided in the Terms of Reference for the project.
- 3) The Consultant shall be selected and employed in accordance with ***Quality Cost Based Evaluation (QCBE)*** procedures as described in the Bidding Documents.
- 4) This notice has been addressed to the short-listed consultants: **Airnergy and Renewables, Inc.**
- 5) This invitation is non-transferable and may not be assigned to any other consultant.
- 6) The Bidding Documents may be acquired at ***PNOC – Procurement Management Division, G/F PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City*** during ***8:00 a.m. to 5:00 p.m.*** upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Fifty Thousand Pesos (Php50,000.00)***.
- 7) The **PNOC** will hold a Pre-Bid Conference on ***May 11, 2026 at 9:00 a.m.*** at address indicated below or through videoconferencing/webcasting via **Zoom**, which shall be open to all short-listed consultants.
- 8) Bid documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest on or before **May 25, 2026 at 10:00 a.m PST.**
- 9) Bid opening shall immediately follow after the deadline of submission at the given address below and/or through videoconferencing via Zoom. Bids shall be opened in the presence of the bidders' representatives who choose to attend the activity. Late submissions shall not be accepted.



**Main Office:**  
PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 2105  
**Industrial Park:**  
Barangay Batangas Dos, Marveles Bataan, Philippines 2105



**Main Office:**  
[+632] 8789 7662  
**Industrial Park:**  
[+6347] 244 5884 and 633 4175



**Main Office:**  
information@pnoc.com.ph  
**Industrial Park:**  
pnocindustrialpark@gmail.com

- 10) The **PNOC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to conduct award in accordance with Section 70 of RA 12009 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 11) For further information, please refer to:

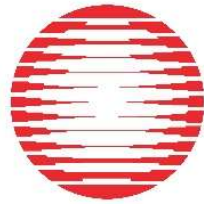
The Secretariat  
Bids and Awards Committee  
Philippine National Oil Company  
G/F PNOC Bldg. 6, Energy Center, Rizal Drive,  
Bonifacio Global City, Taguig City  
Tel Nos.: 8789 – 7662 local 7721  
Email: [asalathrop@pnoc.com.ph](mailto:asalathrop@pnoc.com.ph)/[procurement@pnoc.com.ph](mailto:procurement@pnoc.com.ph)  
Website: [www.pnoc.com.ph](http://www.pnoc.com.ph)/[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Yours sincerely,



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**ATTY. JOSEPHINE CASSANDRA J. CUI**  
Chairperson  
Bids and Award Committee



**PNOC**

The Energy Company

**PHILIPPINE NATIONAL OIL COMPANY  
PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE,  
BONIFACIO GLOBAL CITY, TAGUIG CITY**

**Rebidding for the  
Consulting Services for  
the Pre-Development of  
Onshore Wind Farm  
Project  
*Part II***

*ITB No. 2026-03-023*

## **Section II. Instructions to Bidders**

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## A. General

### 1) Scope of Bid

- 1.1 The Procuring Entity named in the **BDS** shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short-listed, in accordance with the evaluation procedure specified in the **BDS**. The identification number shall be specified in the **BDS**.
- 1.2 Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.

### 2) Source of Funds

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

### 3) Requirements Prior to Bidding

- 3.1 Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 9. The Consultants’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 3.2 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 4.1.

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

- 4.1 Unless otherwise specified in the **BDS**, the Procuring Entity as well as the Bidders shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
    - (i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving,

receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) “obstructive practice” is
    - a) deliberately destroying, falsifying, altering or concealing of evidence material to 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
    - b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.
- 4.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 4.1(a).

- 4.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 52.

## **5) Conflict of Interest**

- 5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (i) below:
- a) A bidder has controlling shareholders or beneficial owners in common with another bidder;
  - b) A bidder receives or has received any direct or indirect subsidy from any other bidder;
  - c) A bidder has the same legally authorized representative as that of another bidder for purposes of this bid;
  - d) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the bid of another bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
  - e) A bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid;
  - f) A bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
  - g) If a Bidder combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
  - h) If a Bidder is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Bidder includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project).

The contract with the Bidder selected to undertake the Project shall contain an appropriate provision to such effect; or

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

5.2 All Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit, or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat, and the project consultants.<sup>2</sup>

5.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
- b) In the case of partnerships, to the partnership itself and its partners;
- c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
- d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
- e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their

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<sup>2</sup> Section 81.1 of the IRR.

assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

- 5.4 Subject to the provisions of **ITB** Clause 5, any previous or ongoing participation by the Bidder, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. The Bidder should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 5.5 Bidders are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing laws, rules, and regulations, such as those of the Civil Service Commission.
- 5.6 Fairness and transparency in the selection process require that all Bidders have an equal opportunity to compete, and that no Bidder derives an unfair advantage from having previously provided consulting services related to the Project. To uphold fairness, the Procuring Entity shall ensure that all information which could provide a competitive advantage is disclosed equally to all short-listed Bidders, together with the Bidding Documents.

**6) Eligible Bidders**

- 6.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Consulting Services, the following persons shall be eligible to participate in this bidding:
  - a) Duly licensed Filipino citizens or sole proprietorships;
  - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - d) Cooperatives duly organized under the laws of the Philippines; and
  - e) Persons entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

- 6.2 Foreign Bidders may be eligible to participate if local consultants do not have sufficient expertise, capability, and capacity to render the services required under the project, as determined by the head of the procuring entity, in accordance with Section 52.4.3.3 of the IRR.
- 6.3 Government Owned or –Controlled corporations (GOCCs) may be eligible to participate if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

## **7) Bidder's Responsibilities**

- 7.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in **Section VII**. PBD Related Forms as required in **ITB** Clause 12.2(e).
- 7.2 Before submitting their bids, the Bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 7.3 The Bidder shall be responsible for the following:
  - a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;
  - b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - c) Made an estimate of the facilities available and needed for this Project, if any;
  - d) Complied with the responsibility to inquire or secure Supplemental Bid Bulletin(s) as provided under ITB Clause 9.4;
  - e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
  - f) Ensured that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
  - h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, to sign and

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

- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;
- j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, the 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. 12009 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
- ii) Comply with Occupational Safety and Health Standards (OSHS) correct deficiencies, if any.

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

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises;
- k) 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;
- l) Examined all instructions, forms, terms and specifications in the Bidding Documents;
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other

factors that may affect the cost, duration, and execution or implementation of this Project; and

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

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

- 7.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

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

#### **8) Origin of Associated Goods**

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

### **B. Contents of Bidding Documents**

#### **9) Pre-Bid Conference**

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

- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the short-listed bidders.

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

The proceedings of the pre-bid conference shall be recorded and the corresponding minutes prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

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

**10) Clarifications and Amendments to Bidding Documents**

- 10.1 Short-listed bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility in the modernized PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

**C. Preparation of Bids**

**11) Language of Bids**

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

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

## **12) Documents Comprising the Bid: Technical Proposal**

12.1 While preparing the Technical Proposal, Bidders must give particular attention to the following:

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

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

- a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. PBD Related Forms (TPF 1).
- b) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.
- c) Bid security as prescribed in **ITB** Clause 16, and validity period under **ITB** Clause 15.
- d) Information indicated in the paragraphs below must be provided by the Bidder and each partner, if any, following the formats described in the Technical Proposal Forms:
  - (i) A brief description of the organization and outline of recent experience of the Bidder and each partner, if any, on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate among other things, the project, contract amount and the Bidder's involvement. Information should be provided only for those projects for which the Bidder was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the

individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners but can be claimed by the individuals themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality or effectiveness of the Project. In this regard, unless the Bidder clearly states otherwise, it shall be assumed by the Procuring Entity that the work required to implement any such improvements is included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Bidder 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 Bidder's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks in the project using TPF 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of its CV is correct, and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
  - 1. is proposed for a domestic position but is not a Filipino citizen;
  - 2. failed to state nationality on the CV; or
  - 3. the CV is not signed in accordance with paragraph (v) above.

- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
  - (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- e) Omnibus Sworn statement<sup>3</sup> and using the form prescribed in Section VII. Philippine Bidding Document

### 13) Documents Comprising the Bid: Financial Proposal

- 13.1 All information provided in a Bidder's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted manually or through online submission using the format shown in Financial Proposal Forms.
- 13.2 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.
- 13.3 Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the Consulting Services.
- 13.4 The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 13.5 The Bidder shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 13.6 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Bidders, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

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<sup>3</sup> Section 54.3 of the IRR.

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

**14) Bid Currencies**

14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies, which shall be tradeable or acceptable by the *Bangko Sentral ng Pilipinas* (BSP), shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.<sup>4</sup>

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

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

**15) Bid Validity**

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

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

**16) Bid Security**

16.1 The Bidder, at its option, shall submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
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<sup>4</sup> RA No. 8183, An Act to Assure Uniform Value to Philippine Coin and Currency.

<p>a) Cash or cashier's or manager's check issued by a bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two Percent (2%)
<p>b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five Percent (5%)
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five Percent (5%)
<p>d) Bid Securing Declaration</p>	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the Bidder is required to extend its bid validity, for grounds as provided in this IRR, the bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement for its Bid Security; Provided, That the option to substitute is indicated in the **BDS**.
- 16.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 16.2.

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

a) if Bidder:

- i) Withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
- ii) Does not accept the correction of errors pursuant to **ITB** Clause 13.7;
- iii) Has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 28.2;
- iv) Submits eligibility requirements containing false information or falsified documents;
- v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
- vi) Allows the use of one's name, or uses the name of another for purposes of participating in any procurement activity;
- vii) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;
- viii) Refuses or fails to post the required performance security within the prescribed time;
- ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor;
- xi) Commits other acts that tend to defeat the purpose of the Competitive Bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching, and Limited Source Bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year, except for valid reasons; or

b) if the winning Bidder:

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

- ii) Fails to furnish performance security in accordance with **ITB** Clause 33; or
- iii) Any other reason stated in the **BDS**.

**17) Format and Signing of Bids**

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. PBD Related Forms on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical proposal, including the eligibility requirements, and the second shall contain the financial proposal.
- 17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted.
- 17.3 Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section VII hereof shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**18) Sealing and Marking of Bids**

- 18.1 Bidders shall enclose their technical proposal, described in **ITB** Clause 12, in a sealed envelope marked "TECHNICAL PROPOSAL", and the financial proposal in another sealed envelope marked "FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
  - a) contain the name of the contract to be bid in capital letters;
  - b) bear the name and address of the Bidder in capital letters;
  - c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18;
  - d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and

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

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

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

## **D. Submission and Opening of Bids**

### **19) Deadline for Submission of Bids**

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

### **20) Late Bids**

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

### **21) Modification and Withdrawal of Bids**

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

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, and marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid but shall only be allowed to submit the bid modification, modify their Bid, they shall not be allowed to retrieve their original Bid equally secured, properly identified labelled as a “modification” of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

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

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

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's Bid Security, pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Bidders participating in more than one bid or associating with any other entity other than those already provided in its short-listing documents and allowed by the Procuring Entity shall be disqualified.

## **E. Evaluation and Comparison of Bids**

### **22) Opening and Preliminary Examination of Bids**

- 22.1 Only bids from short-listed 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 short-listed documents remains correct as of the date of bid submission.
- 22.2 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.3 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately.
- 22.4 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of 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.
- 22.5 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid

opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

**23) Process to be Confidential**

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

23.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

**24) Clarification of Bids**

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

**25) Bid Evaluation**

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

25.2 For complex or unique undertakings, such as those involving new concepts or technology, or financial advisory services, participating short-listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Bidder, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.

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

25.4 All participating short-listed consultants shall be furnished with the results of the evaluation, which shall reflect the ranking and total scores only, after the approval of the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

**26) Evaluation of Technical Proposal**

- 26.1 The BAC shall then conduct a detailed evaluation of technical proposal following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 26.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 12 and responsiveness to the TOR using the following criteria:
- a) Quality of personnel to be assigned to the Project, which covers the suitability of key staff to perform the duties of the particular assignments, and general qualifications and competence including education and training of the key staff;
  - b) Experience and capability of the Bidder which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current or impending projects and attention to be given by the Bidder. The experience of the Bidder to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
  - c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan of approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 26.3 The BAC shall assign numerical weights, and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 26.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 19);
  - b) failure to submit any of the technical requirements provided under this ITB and TOR;
  - c) the Bidder that submitted a Bid or the Bidder that submitted a Bid or any of its partners belongs to one of the conflict of interest cases as described in ITB Clauses 5.1(a) to (i) and failed to make a proper statement to that effect in the cover letter; or
  - d) the Technical Proposal included any cost of the services.

## 27) Opening and Evaluation of Financial Proposals

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

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

## **28) Negotiations**

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

28.2 Negotiations shall cover the following:

- a) Discussion and clarification of the TOR and Scope of Services;
- b) Discussion and finalization of the methodology and work program proposed by the Bidder;
- 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 Bidder; and
- f) Provision of the contract.

Except for meritorious reasons, negotiations with any one consultant shall be completed within ten (10) calendar days.

28.3 Having selected the Bidder on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. There should be no replacement of key personnel before the awarding of contract, except for any delay caused by the Procuring Entity, or for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation; Provided, That it is duly supported by relevant certificates. The BAC shall immediately consider negotiation with the next-ranked consultant if an unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has awarded, no replacement shall be allowed by the HoPE until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

28.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Bidder to improve the TOR. The Procuring Entity and Bidder shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the

contract. Special attention shall be made to maximizing the value offered by the Bidder within the available budget and to clearly defining the input required by the Procuring Entity to ensure satisfactory implementation of the Project.

- 28.5 The amount indicated in the financial proposal shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the financial proposal and the ABC as stated in the Bidding Documents” for quality-based evaluation procedure.
- 28.6 The financial negotiations shall include a clarification of the Bidder’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 Bidder shall affix their initials in the agreed contract. If negotiations fail, the Procuring Entity shall invite the Bidder 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 Bidder until the negotiation is successfully completed.

## 29) Post Qualification

- 29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the HRB complies with and is responsive to all the requirements and conditions specified in the Short-listing Documents and **ITB** Clauses 12 and 13. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the HRB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.
- 29.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 29.3 During post-qualification, the BAC shall verify and validate the veracity, authenticity, and validity of all the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership), and all the other statements made, and documents submitted by the bidder with the HRB, using non-discretionary criteria, as stated in the Bidding Documents.
- 29.4 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days from the completion of the negotiation with the bidder that submitted the HRB In exceptional cases, the post qualification period may be extended by the HoPE, but in no case shall it exceed thirty (30) calendar days.

- 29.5 If the BAC determines that the Bidder with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Bidder with the HRRB and recommend to the HoPE the award of contract to the said Bidder at bid price or its negotiated price, whichever is lower, and subject to compliance with **ITB** Clause 31.3.
- 29.6 If the BAC determines that the bidder with the HRB fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.
- 29.7 Immediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second HRB. If the second bidder passes the post-qualification and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the HRB. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on, until the HRRB is determined for award, subject to the procedure of Notice and Execution of Award.

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

- 29.8 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the HRRB and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 29.9 In case of approval, HoPE or its duly authorized representative shall immediately issue the Notice of Award to the bidder with the HRRB.

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

### **30) Reservation Clause**

- 30.1 Notwithstanding the eligibility, short-listing, or post-qualification of a bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications,

reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake this Project from the time it submitted its eligibility requirements.
- b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder 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 Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the HoPE or its duly authorized representative reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
- b) If the BAC is found to have failed in complying with the law or in following the prescribed bidding procedures; or
- c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

## **F. Award of Contract**

### **31) Contract Award**

31.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.

31.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a

Notice of Award duly received by the Bidder 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 Bidder with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

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

- a) Submission of the following documents:
  - i) Valid JVA, if applicable; or
  - ii) SEC Certificate of Registration of the foreign corporation, or the SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate government agency or professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
- b) Posting of the performance security in accordance with **ITB** Clause 33;
- c) Signing of the contract as provided in **ITB** Clause 32.

## **32) Signing of the Contract**

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

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

32.3 The following documents shall form part of the contract:

- a) Contract Agreement;
- b) Bidding Documents;
- c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- d) Performance Security;
- e) Notice of Award of Contract; and
- f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**33) Performance Security**

- 33.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security, prior to the signing of the contract. Furthermore, the winning Bidder shall be required to update the performance security posted prior to the issuance of a contract amendment, if any.
- 33.2 Sectors enumerated under Section 76.1<sup>5</sup> of the IRR are allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.
- 33.3 The performance security shall be in the form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less the Percentage of the Total Contract Price)
<p>a) Cash or cashier's/manager's check issued by a bank;</p> <p><i>For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>b) <i>Bank draft or guarantee or irrevocable Letter of Credit issued by a bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.</i></p>	
<p>c) <i>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></p>	Thirty percent (30%)

<sup>5</sup> Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

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

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

**34) Notice to Proceed**

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

**35) Protest Mechanism**

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

***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b><i>Philippine National Oil Company</i></b>.</p> <p>The evaluation procedure is:</p> <p style="padding-left: 40px;">1.1. Quality Cost Based Evaluation/Selection (QCBE/QCBS);</p> <p><i>Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected except in the case of WB, no ABC or cost estimate is included in the Bidding Documents except for an estimate of the staff months required to complete the Project.</i></p> <p>The identification number of the Contract is <b><i>ITB No. 2026-03-023</i></b>.</p>
1.2	<p>The Philippine National Oil Company (PNOC), a government-owned and controlled corporation, is mandated to spearhead the country's integrated energy development by harnessing indigenous resources promoting energy security, and ensuring sustainable, reliable, and affordable energy supply. PNOC undertakes strategic projects and forges partnerships with the private sector to drive national progress and inclusive growth. In line with the government's energy transition agenda, PNOC is committed to expanding renewable energy development to achieve the % renewable share target by 2040, reduce carbon emissions, and provide consumers with competitive electricity costs. These initiatives are consistent with the Philippine Energy Plan and the nation's commitments to climate action and sustainable development.</p> <p>PNOC intends to develop an Onshore Wind Farm Project within a 142-hectare property located in Batangas. To ensure due diligence, regulatory compliance, and project bankability, the Procuring Entity seeks to engage a qualified Consultant to undertake the Phase 1 to Phase 8 activities, resulting in the preparation of a comprehensive pre-development and feasibility study.</p> <p>The Procuring Entity requires expertise and proven experience of a consultant in the renewable energy sector to successfully complete all pre-development activities and establish the technical, financial, and commercial viability of the proposed wind farm project.</p>
1.3	<p><b><i>Description of the Project phases:</i></b></p> <p>Phase 1: Initial Wind Resource Assessment            Phase 2: Securing the Wind Service Contract and Area Clearances            Phase 3: Wind Resource Measurement and Assessment            Phase 4 - Micrositing and Annual Energy Production (AEP) Analysis            Phase 5 - Technical Studies            Phase 6 - Land Rights Acquisition            Phase 7 – Pre-Engineering and Conceptual Design            Phase 8 - Feasibility Study and Financial Modeling  <b><i>(Detailed descriptions of each phase provided in the Terms of Reference)</i></b></p>

2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through <b>2026 Approved Corporate Operating Budget (COB)</b>.</p> <p>The name of the project is <b>Rebidding for the Consulting Services for the Pre-Development of Onshore Wind Farm Project</b>.</p>									
4.1	No further instructions.									
8	No further instructions.									
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <b>May 11, 2026(9:00 am PST)</b> at <b>PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City</b> and through videoconferencing/web casting via <b>Google Meet</b>.</p>									
10.1	<p>The Procuring Entity's address is:</p> <p>The Chairperson Bids and Awards Committee Philippine National Oil Company PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City Tel Nos.: 8789 – 7662 local 5129 Email: <a href="mailto:asalathrop@pnoc.com.ph">asalathrop@pnoc.com.ph</a>/ <a href="mailto:procurement@pnoc.com.ph">procurement@pnoc.com.ph</a> Website: <a href="http://www.pnoc.com.ph">www.pnoc.com.ph</a> / <a href="http://www.philgeps.gpv.ph">www.philgeps.gpv.ph</a></p>									
12.1(b)	Not applicable.									
12.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1" data-bbox="469 1360 1325 1875"> <tr> <td colspan="2" data-bbox="469 1360 1325 1394"><b>1. Project Team Head</b></td> </tr> <tr> <td data-bbox="469 1394 667 1457">Education</td> <td data-bbox="667 1394 1325 1457">Bachelor's degree in Engineering or related discipline</td> </tr> <tr> <td data-bbox="469 1457 667 1875" rowspan="4">Relevant Experience</td> <td data-bbox="667 1457 1325 1556">At least 10 years of progressive experience in Renewable Energy project management, with exposure to both local and international projects.</td> </tr> <tr> <td data-bbox="667 1556 1325 1682">Proven involvement in the development and implementation of utility-scale wind power projects, specifically those with a minimum installed capacity of 50MW.</td> </tr> <tr> <td data-bbox="667 1682 1325 1780">Demonstrated ability in overall project coordination, including planning, scheduling, reporting, and risk management across the entire project life cycle.</td> </tr> <tr> <td data-bbox="667 1780 1325 1875">Extensive experience in stakeholder engagement, community consultation, and liaison with government institutions.</td> </tr> </table>	<b>1. Project Team Head</b>		Education	Bachelor's degree in Engineering or related discipline	Relevant Experience	At least 10 years of progressive experience in Renewable Energy project management, with exposure to both local and international projects.	Proven involvement in the development and implementation of utility-scale wind power projects, specifically those with a minimum installed capacity of 50MW.	Demonstrated ability in overall project coordination, including planning, scheduling, reporting, and risk management across the entire project life cycle.	Extensive experience in stakeholder engagement, community consultation, and liaison with government institutions.
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	Extensive experience in stakeholder engagement, community consultation, and liaison with government institutions.									

<b>2. Wind Resource Engineer</b>	
Education	Bachelor's degree in Engineering or related discipline
Relevant Experience	Minimum of 5 years of relevant experience in wind resource assessment and measurement campaigns for onshore wind projects.
	Demonstrated capability in equipment selection, installation supervision, and data validation of wind monitoring systems (e.g., met masts, LiDAR, or SoDAR).
	Familiarity with international standards and best practices in wind measurement, data management, and analysis (e.g., WindpRO, WASP, WindFarmer, OpenWind, or similar tools) is an advantage.
<b>3. Data Analyst</b>	
Education	Bachelor's degree in Statistics, Applied Mathematics, Engineering, or a related technical discipline
Relevant Experience	Minimum of 5 years' experience in data analysis and statistical modeling for wind resource assessment projects.
	Demonstrated expertise in: <ul style="list-style-type: none"> <li>• Processing large datasets.</li> <li>• Performing Weibull analysis</li> <li>• Wind rose generation</li> <li>• Turbulence intensity evaluation</li> <li>• Other relevant statistical methods</li> </ul>
	Proficient in using WASP, Windographer, or equivalent software tools for wind data analysis and visualization.
	Experience in data validation, error checking, and report generation aligned with international best practices and standards (e.g., IEC 61400-12).
<b>4. Financial Analyst</b>	
Education	Bachelor's degree in Finance, Accounting, Economics, Business Administration, Engineering or a related field.
Relevant Experience	Minimum of 5 years of proven experience in financial analysis, preferable within the renewable energy or infrastructure sector.
	Expertise in evaluating project financial feasibility, including Cost-benefit analysis, Cash flow modeling, Sensitivity analysis, and Risk Assessment.
	Ability to translate technical data and project performance parameters into comprehensive financial models to ensure the wind project's: <ul style="list-style-type: none"> <li>• Commercial viability</li> <li>• Bankability</li> <li>• Long-term sustainability</li> </ul>

	Strong understanding of project financing structures, regulatory frameworks, and investment evaluation for onshore wind energy projects.
<b>5. Environmental and Social Specialist</b>	
Education	Bachelor's degree in Environmental Science, Environmental Engineering, Social Science or other related disciplines. A postgraduate degree or relevant certification in Environmental Management or Social Safeguards is an advantage.
Relevant Experience	Minimum of 5 years of professional experience in conducting Environmental and Social Impact Assessments (ESIAs) and Environmental Impact Studies (EIS) for infrastructure or renewable energy projects.
	Proven involvement in the preparation of Environmental Impact Statements (EIS) and securing Environmental Compliance Certificates (ECCs) from regulatory agencies such as the DENR – EMB.
	Familiarity with Philippine environmental regulations, including the Philippine Environmental Impact Statement System (PD 1586)
	Familiarity with international environmental and social safeguard standards (e.g., IFC Performance Standards, ADB Safeguard Policy).
	Experience in stakeholder engagement, social baseline surveys, and grievance management is preferred.
<b>6. Energy Lawyer</b>	
Education	Bachelor of Laws (LL.B.) or Juris Doctor (J.D.) degree from recognized institution; membership in the Philippine Bar is required.
Relevant Experience	Minimum of 5 years of professional legal experience in energy, infrastructure, or renewable energy projects.
	Proven expertise in regulatory compliance, project development, and commercial arrangements within the Philippine energy sector.
	Familiarity with laws, regulations, and policies governing renewable energy development including: <ul style="list-style-type: none"> <li>• Renewable Energy Act of 2008 (RA 9513)</li> <li>• EPIRA (RA 9136)</li> <li>• Related DOE, ERC, and DENR guidelines.</li> </ul>
	Experience in drafting, reviewing, and negotiating contracts (e.g. joint venture agreements, power supply agreements, land use contracts, permits, and licenses).

	<p><b>7. Site Supervisor/ Technician</b></p> <table border="1"> <tr> <td>Education</td> <td>Bachelor's degree in Engineering or other related technical diploma.</td> </tr> <tr> <td rowspan="4">Relevant Experience</td> <td>Minimum of 5 years of relevant field experience in the installation, operation, and maintenance of wind monitoring systems, meteorological masts, or equivalent field equipment.</td> </tr> <tr> <td>Proven skills in electrical works, rigging, and instrumentation, with a strong emphasis on onsite safety and equipment handling protocols.</td> </tr> <tr> <td>Familiarity with data logging systems, communication equipment, and preventive maintenance procedures.</td> </tr> <tr> <td>Experience working in remote or off-grid project sites is an advantage.</td> </tr> </table>	Education	Bachelor's degree in Engineering or other related technical diploma.	Relevant Experience	Minimum of 5 years of relevant field experience in the installation, operation, and maintenance of wind monitoring systems, meteorological masts, or equivalent field equipment.	Proven skills in electrical works, rigging, and instrumentation, with a strong emphasis on onsite safety and equipment handling protocols.	Familiarity with data logging systems, communication equipment, and preventive maintenance procedures.	Experience working in remote or off-grid project sites is an advantage.
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	Proven skills in electrical works, rigging, and instrumentation, with a strong emphasis on onsite safety and equipment handling protocols.							
	Familiarity with data logging systems, communication equipment, and preventive maintenance procedures.							
	Experience working in remote or off-grid project sites is an advantage.							
13.5	Taxes: All applicable Government Taxes.							
13.7	The ABC is <b>Seventy – Five Million Pesos (Php 75,000,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.							
14.1	The bid prices shall be quoted in <b>Philippine Peso</b> .							
14.3	No further instructions.							
15.1	<i>Bids will be valid for <b>one hundred twenty (120) calendar days</b> from bid opening.</i>							
16.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration or any of the following:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than _____ [Php1,500,000.00], if bid security is in cash.</li> <li>2. The amount of not less than _____ [Php1,500,000.00], if bid security is in cashier's check.</li> <li>3. The amount of not less than _____ [Php1,500,000.00], if bid security is in manager's check.</li> <li>4. The amount of not less than _____ [Php3,750,000.00] if bid security is in bank draft.</li> <li>5. The amount of not less than _____ [Php3,750,000.00] if bid security is in guarantee.</li> <li>6. The amount of not less than _____ [Php3,750,000.00] if bid security is irrevocable LoC. or</li> <li>7. The amount of not less than _____ [Php3,750,000.00] if bid security is Surety Bond.</li> </ol>							
16.2	The bid security shall be valid until <b>one hundred twenty (120) calendar days</b> from bid opening.							
16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration or any following forms may be used:							

	<p>a) Cash or Cashier's or Manager's Check issued by a Bank.</p> <p>b) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local Bank, if issued by a foreign bank.</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>
16.5(b)(iii)	No further instructions.
18.2	No further instructions.
19	<p>The address for the submission of Bids is <b><i>PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City.</i></b></p> <p>The deadline for the submission of Bids is <b><i>May 25, 2026 at 10:00 am PST.</i></b></p>
22.2	<p>The place of the bid opening is <b><i>PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City.</i></b></p> <p>The date and time of bid opening is <b><i>immediately after the deadline of submission.</i></b></p>
23.1	No further instructions.
26.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in <b><i>ITB</i></b> Clause 26.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The exact weights shall be approved by the HoPE upon the recommendation of the BAC and indicated in the Bidding Documents. The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p>

	<p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with <b>ITB</b> Clause 28.</p>								
26.3	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <table border="1" data-bbox="469 535 1325 787"> <thead> <tr> <th>CRITERIA</th> <th>PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td>1. Technical Proposal</td> <td>80%</td> </tr> <tr> <td>2. Financial Proposal</td> <td>20%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100%</b></td> </tr> </tbody> </table> <p><b>1. Technical Proposal – 80%</b></p> <ul style="list-style-type: none"> <li>a. Plan of approach and methodology – 40%</li> <li>b. Technical expertise and qualification of team members/ personnel – 40%</li> <li>c. Firm Experience and Qualification – 20%</li> </ul> <p><b>2. Financial Proposal – 20%</b></p> <p><i>(The detailed descriptions of the Criteria and Scoring System for the Evaluation of Technical and Financial Bids is provided in the Terms of Reference)</i></p> <p>The minimum St required to pass is <b>50 out of 100</b>.</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 12.2.</p>	CRITERIA	PERCENTAGE	1. Technical Proposal	80%	2. Financial Proposal	20%	<b>TOTAL</b>	<b>100%</b>
CRITERIA	PERCENTAGE								
1. Technical Proposal	80%								
2. Financial Proposal	20%								
<b>TOTAL</b>	<b>100%</b>								
27.1	<p>The opening of Financial Proposals shall be on <b>June 1, 2026 at 10:00 am PST</b>, at <b>PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City</b>.</p> <p>Financial Proposals <b>shall</b> be opened in public.</p>								
27.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise</p>								

specified in **ITB** Clause 27.1. The notification may be sent by registered letter, facsimile, or electronic mail.

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

The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 13 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 14. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$Sf = 100 \times FI/F$$

Where:

Sf is the financial score of the Financial Proposal under consideration, FI is the lowest Financial Proposal, and F is the Financial Proposal under consideration.

Using the formula  $S = St \times T\% + Sf \times F\%$ , the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal;  $T + F = 1$ ) indicated below:

T \_\_\_\_\_ [From 0.6 to 0.85]; and  
F \_\_\_\_\_ [From 0.15 to 0.4];

provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.

**NOTE:** The Consultant shall use Appendix VI as reference in the preparation of its Model Form I which shall form part of its Financial Proposal for purposes of financial negotiations.

28.1	The address for negotiations is <b><i>PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City.</i></b>
28.2(e)	<b>No negotiations pertaining to the Financial Proposal shall be undertaken.</b>
29.1	Additional requirement for post qualification: 1. Registration Certificate from the Securities and Exchange Commission (SEC) for Corporations/ from Department of Trade and Industry for Sole Proprietor/ from Cooperative Development Authority (CDA) for Cooperatives; 2. Mayor's/ Business Permit; 3. Tax Clearance; and 4. Audited Financial Statement (AFS)
32.3(f)	No additional requirements.
33.2	Not applicable.
33.3	<p><i>Select one and delete the other:</i></p> <p><i>If the Funding Source is GoP:</i></p> <p>The Performance Security shall be in the form: <i>[choose one from any of the following:]</i></p> <ol style="list-style-type: none"> <li>1) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cash.</li> <li>2) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cashier's check.</li> <li>3) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in manager's check.</li> <li>4) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in bank draft.</li> <li>5) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in guarantee.</li> <li>6) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is irrevocable LoC. Or</li> <li>7) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is Surety Bond.</li> </ol>

***Section IV. General Conditions of Contract***

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## **1) General Terms**

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

- 1.1 The “Procuring Entity” means the organization engaging the services of a consultant or consulting firm, as named in the **SCC**.
- 1.2 The “Consultant” means the short-listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB and as named in the **SCC**.
- 1.3 “Funding Source” means the entity indicated in the **SCC**.
- 1.4 “Services” means the work to be performed by the Consultant, as provided in the **Appendix I**.

## **2) Headings**

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

## **3) Location**

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

## **4) Law Governing Contract and Services**

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws. For purposes of this Clause, “applicable laws” refer to laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- 4.2 The Consultant shall perform the Services in accordance with the applicable laws and shall take all practicable steps to ensure that the personnel of the Consultant, which are employed and assigned to the performance of the Services or any part thereof, complies with the applicable laws. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## **5) Governing Law and Language**

- 5.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 5.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

## **6) Consultants and Affiliates Not to Engage in Certain Activities**

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

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

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

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

**7) Authority of Member in Charge**

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

**8) Resident Project Manager**

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

**9) Entire Agreement**

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

**10) Modification**

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

**11) Relationship of Parties**

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

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

**12) Authorized Representatives**

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

**13) Good Faith**

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

**14) Operation of the Contract**

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the effectivity of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 37 hereof.

**15) Notices**

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

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

**16) Warranty as to Eligibility**

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

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

**17) Confidentiality**

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

**18) Payment**

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

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

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

**19) Currency of Payment**

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

**20) Liability of the Consultant**

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

**21) Insurance to be Taken Out by the Consultant**

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

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

**22) Effectivity to the Contract**

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

**23) Commencement of Services**

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

## 24) Expiration of Contract

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

## 25) Force Majeure

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

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

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

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

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

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

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

25.6 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.

- 25.7 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 27 and 30 hereof with the exception of the direct and proximate result of force majeure.
- 25.2 Not later than fifteen (15) calendar days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.8 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 37 hereof.

## **26) Contract Amendment**

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

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

## **27) Suspension**

- 27.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- a) shall specify the nature of the failure; and
  - b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
- 27.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 31, by written notice of suspension, suspend the Services if (i) the Procuring Entity fails to deliver government-furnished equipment, resources, reports or data as stipulated in the contract; (ii) peace

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

**28) Extension or Adjustment of Contract Time**

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

**29) Liquidated Damages**

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

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

**30) Termination by the Procuring Entity**

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

- a) In case of breach of contract by the Consultant, or where the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay, and such delay amounts to at least ten percent (10%) of the contract price;
- b) In case of force majeure, or where the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- c) In case of termination of contract for convenience, where there is a determination of existence of any of the following conditions that make

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

- d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;
- e) In case it is determined prima facie that the Consultant, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this Clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 4.1(a);
- f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- g) Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 37 hereof; or
- h) The Consultant fails to perform any other obligation under the Contract.

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

### **31) Termination by the Consultant**

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

- a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;

- b) Substantial failure of the Procuring Entity to perform its obligations under the contract;
- c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Contract;
- d) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 37 hereof;
- e) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; or
- f) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 37 hereof within eighty-four (84) calendar days after receiving written notice from the Consultant that such payment is overdue.

### 32) Procedures for Termination of Contracts

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

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - i) That the contract is being terminated for any of the ground(s) 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) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract.

- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground/s stated in the Notice to Terminate.
- f) **Contract Termination Review Committee** - The HoPE may create a Contract Termination Review Committee (CTRC) to assist in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- g) **Take-over of Contracts** – If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement pursuant to Section 35(c) of RA No. 12009 and its IRR.
- h) **Notice by Contractor or Consultant** – The consultant must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

### 33) **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 30 or 31 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 38 or 39 hereof.

### 34) **Payment upon Termination**

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

- a) remuneration pursuant to **GCC** Clause 54 hereof for Services satisfactorily performed prior to the effective date of termination;
- b) reimbursable expenditures pursuant to **GCC** Clause 54 hereof for expenditures actually incurred prior to the effective date of termination; and
- c) in the case of termination pursuant to **GCC** Clause 30.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**35) Disputes about Events of Termination**

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

**36) Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to **GCC** Clauses 30 or 31 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- a) such rights and obligations as may have accrued on the date of termination or expiration;
- b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 52.1 (b) and 52.1(c) hereof, any right which a Party may have under the Applicable Law.

**37) Settlement of Disputes**

37.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall first be resolved and settled amicably by mutual consultation or agreement.

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

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

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

38.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

38.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program/s concerned.

**39) Equipment and Materials Furnished by the Procuring Entity**

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

**40) Services, Facilities and Property of the Procuring Entity**

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

- a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 53 hereinafter which should be within the agreed contract ceiling.

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

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

- a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- b) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- c) any other action that may be specified in the **SCC**.

## 42) Personnel

- 42.1 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
- 42.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 42.3 The Key Personnel listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 42.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 56.6.
- 42.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 42.6 Any of the Personnel provided as a replacement under **GCC** Clauses 42.5 and 42.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 42.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

**43) Working Hours, Overtime, Leave, etc.**

- 43.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 43.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 43.3 If required to comply with the provisions of **GCC** Clause 46.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
  - b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 53.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

**44) Counterpart Personnel**

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

**45) Performance Security**

- 45.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both

parties, the Consultant shall furnish the performance security in any the forms chosen by the Procuring Entity prescribed in the **ITB** Clauses 33.2 and 33.3.

- 45.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 45.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 45.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - a) There are no pending claims against the Consultant or the Surety Company filed by the Procuring Entity;
  - b) The Consultant has no pending claims for labor and materials filed against it; and
  - c) Other terms specified in the **SCC**.
- 45.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction of the contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

**46) Standard Performance**

- 46.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 46.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with third parties.
- 46.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time-to-time reasonably request.
- 46.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

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

The remuneration of the Consultant pursuant to **GCC** Clause 54 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 48 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations

hereunder, and the Consultant shall use its best efforts to ensure that its Personnel and agents similarly shall not receive any such additional remuneration.

**48) Procurement by the Consultant**

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

**49) Reports**

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

**50) Assistance by the Procuring Entity on Government Requirements**

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

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

- a) provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services;
- b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- e) grant to foreign Consultant, including its Personnel, the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

**51) Access to Land**

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any

damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or its Personnel.

## **52) Accounting, Inspection and Auditing**

52.1 The Bidder shall

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

52.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clauses 4 and 30.1(e) and under the applicable laws, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

## **53) Contract Cost**

53.1 Except as may be otherwise agreed under **GCC** Clause 10), payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

53.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

**54) Remuneration and Reimbursable Expenditures**

- 54.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 54.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 54.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 54.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 54.5 Billings and payments in respect of the Services shall be made as follows:
- a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
  - b) As soon as practicable and not later than fifteen (15) calendar days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 53.1 and 54 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
  - c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) calendar days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

**55) Final Payment**

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

**56) Lump Sum Contracts**

- 56.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10), 18.1, 34(c), 44.3, 54.2, 54.3, 54.4, 54.5, and 55.1, the provisions contained hereunder shall apply.
- 56.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 28.3 shall be provided by the Consultant at no additional cost.
- 56.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 56.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 56.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 32 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

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

**57) Liquidated Damages for Delay**

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

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is <b>Philippine National Oil Company</b> .
1.2	The Consultant is <i>[insert name of the short-listed consultant with the HRRB]</i> .
1.3	The Funding Source is:  The Government of the Philippines (GoP) through <b>2026 Approved Corporate Operating Budget</b> .
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable.
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: <b>Engr. Carlito B. Pena</b> For the Consultant: _____  <b>NOTE:</b> Name of authorized representative to be filled out by winning consultant prior to contract signing.
15.1	The Procuring Entity's address for Notices is:  <b>Address: PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City.</b>  Email Address: <b><u>cbpena@pnoc.com.ph</u></b>  The Consultant's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i> .  <b>NOTE:</b> Contact details to be filled out by the winning consultant prior to contract signing.
15.2	No further instructions
18.2	<i>State here Consultant's account where payment may be made.</i>  <b>NOTE:</b> Details of account are to be filled out by the winning consultant prior to contract signing.

19	No further instructions.
20)	No additional provision.
22	The contract effectivity date shall be indicated in the Notice to Proceed.
24	The time period shall be <b>eighteen (18) months</b> from the date of receipt of the Notice to Proceed.
37.2	<i>Not applicable.</i>
38.1	<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 are as follows:</p> <ol style="list-style-type: none"> <li>1. Inception Report</li> <li>2. Work Plan and Methodology Presentation</li> <li>3. Preliminary Results and Progress Reports</li> <li>4. Draft Study Reports (per Phase)</li> <li>5. Final Consolidated Reports and Data Sets</li> <li>6. Final Presentation of Findings</li> </ol> <p><b><i>(Detailed descriptions of each deliverable provided in the Terms of Reference)</i></b></p>
41(c)	The Consultant's actions requiring the Procuring Entity's prior approval are detailed in the Terms of Reference.
42.5	<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>
45.4(c)	No further instructions.
53.1	<p>The total ceiling amount in Philippine Pesos is the awarded contract price inclusive of all applicable Government taxes.</p> <p><b><i>NOTE: The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</i></b></p>
53.2	No further instructions.
54.2	No additional instructions.
54.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:

	<p>1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;</p> <p>2) the following transportation costs:</p> <ul style="list-style-type: none"> <li>a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;</li> <li>b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;</li> <li>c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and</li> <li>d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</li> </ul> <p>3) the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;</p> <p>4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;</p> <p>5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>;</p> <p>6) the cost of shipment of personal effects up to <i>[insert amount]</i>;</p> <p>7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;</p>
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	<p>8) the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;</p> <p>9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;</p> <p>10) the cost of items not covered in the foregoing, but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and</p> <p>11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.</p> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted; others may be added.</i></p> <p>The reimbursable expenditures in local currency shall be as follows:</p> <p>1) a per diem allowance for each of the short-term foreign Personnel (<i>i.e.</i>, with less than twelve (12) months consecutive stay in the Government's country) for the first ninety (90) calendar days during which such Personnel shall be in the Government's country;</p> <p>2) a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) calendar days during which such Personnel shall be in the Government's country;</p> <p>3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV;</p> <p>4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV;</p> <p>5) the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV;</p> <p>6) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and</p> <p>7) the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.</p> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted.</i></p>
54.5(a)	No advance payment is allowed.
54.5(c)	The interest rate is zero.

56.6	<i>The similar rates or unit prices mutually agreed upon by the Procuring Entity and the Consultant, or if not available, the applicable or current rates and prices to cover the amended or additional items in the consultancy contract, which does not exceed 20% of the contract price.</i>
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## **Section VI. Terms of Reference**

*[Terms of Reference normally contain the following sections: (a) Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]*

## Section VI. Terms of Reference

### I. RATIONALE AND BACKGROUND

The Philippine National Oil Company (PNOC), a government-owned and controlled corporation, is mandated to spearhead the country's integrated energy development by harnessing indigenous resources promoting energy security, and ensuring sustainable, reliable, and affordable energy supply. PNOC undertakes strategic projects and forges partnerships with the private sector to drive national progress and inclusive growth. In line with the government's energy transition agenda, PNOC is committed to expanding renewable energy development to achieve the % renewable share target by 2040, reduce carbon emissions, and provide consumers with competitive electricity costs. These initiatives are consistent with the Philippine Energy Plan and the nation's commitments to climate action and sustainable development.

PNOC (hereafter referred to as the "**Procuring Entity**") intends to develop an **Onshore Wind Farm Project** within a 142-hectare property located in Batangas. To ensure due diligence, regulatory compliance, and project bankability, the Procuring Entity seeks to engage a qualified **Consultant** to undertake the Phase 1 to Phase 8 activities, resulting in the preparation of a comprehensive pre-development and feasibility study.

The Procuring Entity requires expertise and proven experience of a Consultant in the renewable energy sector to successfully complete all pre-development activities and establish the technical, financial, and commercial viability of the proposed wind farm project.

### II. SCOPE OF WORK

The results of the consultancy services shall be directed toward the completion of pre-development activities necessary to warrant the commercial development of the identified area into a wind farm. Specifically, the consultancy services shall cover the following phases, which shall be contracted in full. However, PNOC reserves the right to proceed with each succeeding phase (issue Instruction to Proceed [ITP] per phase) subject to the results of the preceding study and PNOC's internal evaluation and approval per phases:

## **PHASE 1 – Initial Wind Resource Assessment**

- Conduct an initial evaluation/ reconnaissance of the identified area to determine its potential for wind farm development. This shall include, among others, preliminary site assessment of wind resource, terrain, accessibility, grid proximity/ connectivity options, logistical, status of land classification, existence of indigenous people, reservation/ protected areas, critical habitats, communities. Determination of energy yield estimate/ desktop estimate of megawatts (MW) capacity can be installed.
- Regulatory and permitting, regulatory framework: provide regulatory framework for development of renewable energy projects in the Philippines with focus onshore wind. Identify required permits and clearances from DOE, DENR, NGCP, LGUs, etc.
- Outline Energy Virtual One-Stop Shop (EVOSS) registration requirements and COA application process. Prepare applications, supporting documents, and compliance report.
- Workplan and methodology presentations: conduct a roundtable discussion with PNOC's technical staff to present and validate the inception report, workplan, and methodology.
- Capacity building and knowledge transfer: Conduct at least two (2) workshops on DOE permitting, EVOSS, and compliance. Develop manuals/ guides for internal reference.
- Technical and Financial Advisory: Conduct pre-feasibility and preliminary financial analysis (CAPEX, OPEX, tariff competitiveness). Recommend potential technology options and suppliers. Prepare risks analysis and mitigation strategies.
- Preliminary Results and Progress Report: Present interim findings and key observations from ongoing studies to PNOC for review and feedback.
- Provide recommendations and conclusions on whether to proceed with the filing of a Wind Energy Service Contract (WESC) with Department of Energy (DOE).

## **PHASE 2- Securing the Wind Service Contract and Area Clearances**

- Prepare and submit all necessary legal, financial, technical and documentary requirements under existing DOE guidelines and issuance to PNOC for the issuance of DOE area clearance and related agreements covering the identified wind site.
- EVOSS Application: Prepare and submit all Certificate of Authority (COA) or WESC documentation for EVOSS registration. Support DOE negotiations and COA and WESC requirements.
- Facilitate payment of signing bonus and secure official release of WESC.

## **PHASE 3 – Wind Resource Measurement and Assessment**

- Identify suitable locations for two (2) meteorological masts (120 meters in height).
- Secure LGU endorsements for mast installations.
- Design, supply, deliver, install, operate, and maintain the met masts. The met mast and all its component shall be turned over to PNOC after the completion of the work.
- Conduct wind measurements (Wind Resource Data Collection) for at least one (1) year, followed by wind resource analysis.
- Deliver a comprehensive wind resource assessment report, including validation yield projections and confirmation of long-term wind behavior.
- Conduct presentation with PNOC concerning results and assessment of wind measurements two (2) months after installation and every 2 months thereafter for the next 11 months.

## **PHASE 4 – Micrositing and Annual Energy Production (AEP) Analysis**

This phase shall involve a detailed wind resource and energy assessment, including but not limited to:

- **Formulation of Wind Resource Maps:** Develop maps indicating wind distribution and intensity to identify the most suitable turbine sites.

- **Turbine Layout Alternatives:** Prepare and analyze three (3) turbine layout options, considering technical, environmental, and operational constraints.
- **Wake Loss Analysis:** Assess the impact of wake effects on turbine performance and optimize spacing.
- **Gross and Net Energy Yield Estimation:** Calculate energy production before and after accounting for technical and operational losses.
- **Uncertainty Analysis (P50, P75, P90):** Estimate production variability and confidence levels for financial modeling.
- **IEC Turbine Class Specification:** Recommend turbine classes appropriate for site- specific wind speeds and turbulence conditions.
- **Overall Site Class Assessment:** Confirm site suitability for the proposed turbine classes.
- **Micrositing Summary:** Provide conclusion from three (3) turbine generator options, including assessment of extreme wind conditions.
- **Annual Energy Production (AEP) Summary:** Present expected AEP for each alternative, factoring in uncertainties, as basis for the project feasibility.

## **PHASE 5 – Technical Studies**

Conduct supporting technical investigations, including:

- Geotechnical survey [eight (8) boreholes, 30m depth each].
- Topographic survey.
- Hydrological survey.
- Logistics and transport study.
- System Impact Study (SIS).
- Facility Study.
- Environmental and Social Impact Assessment (ESIA).
- Public consultation with concerned LGUs, assisted by PNOC.

## **PHASE 6 – Land Rights Acquisition**

- Determine land classification.
- Conduct parcellary surveys as necessary.

- Identify affected lots, landowners, and ownership status for wind turbine sites, access roads, and transmission corridors. The cost of right of way (ROW) acquisition shall be for the account of PNOC.

### **PHASE 7 – Pre-Engineering and Conceptual Design**

- Prepare preliminary design for civil works, electrical systems, and associated facilities.
- Develop a bill of quantities and preliminary cost estimates (as per government procurement law)

### **PHASE 8 – Feasibility Study and Financial Modeling**

- Prepare a comprehensive feasibility study covering technical, financial, and economic aspects.
- Conduct financial modeling to establish project bankability, including sensitivity and risk analysis.

## **III. DELIVERABLES AND OUTPUTS**

The Consultant shall be responsible for delivering the following outputs to PNOC in line with Phase 1-8 of the Scope of Works:

- **Inception Report**
  - A comprehensive report detailing:
    - The Consultant’s understanding of the assignment.
    - A detailed work plan, methodology, and implementation schedule.
    - Resource allocation (personnel, equipment, logistics).
    - A quotation/ budget breakdown per phase (1-8).
  - Submission: Within **two (2) weeks** from the issuance of Notice to Proceed (NTP).
- **Work Plan and Methodology Presentation**
  - Conduct a **roundtable discussion** with PNOC’s technical staff to present and validate the inception report, work plan, and methodology.
  - Submission: **Presentation slides and discussion notes** to PNOC.
- **Preliminary Results and Progress Reports**
  - Present interim findings and key observations from ongoing studies to PNOC for review and feedback.

- Submission: **Progress reports** (per Phase, as completed), including preliminary analyses, data sets, and recommendations.
- **Draft Study Reports (Per Phase)**
  - Prepare draft reports for each Phase (1-8) of the consultancy scope.
  - Each draft shall include:
    - Methodology and assumptions.
    - Results, analysis, and findings.
    - Issues, risks, and mitigation measures.
  - Submission: **Draft reports** to PNOC for review and comments.
- **Final Consolidated Report and Data Sets**
  - Incorporate PNOC's comments into the final version of each Phase report.
  - Submit a **Final Consolidated Report** covering all Phases (1-8), with annexes including:
    - Data sets (raw and processed).
    - Maps, diagrams, and technical outputs.
    - Financial modeling files (where applicable).
  - Submission: **Five (5) hard copies and one (1) digital copies** in editable format.
- **Final Presentation of Findings**
  - Deliver a **comprehensive presentation** of final results, analyses, and recommendations to PNOC management and concerned stakeholders.
  - Submission: **Presentation deck** and executive summary handouts.

### Indicative Timeline of Deliverables

	<b>Deliverable</b>	<b>Timeline (Months)</b>	<b>Notes</b>
1	Inception Report	Month 1	Submitted within 2 weeks from issuance of Notice to Proceed.
2	Work Plan and Methodology	Month 1	Roundtable discussion with PNOC after inception report
3	Preliminary Results/ Progress Reports	Month 3, 6, 9, 12, 15	Submitted at key milestones; tied to Phase outputs.
4	Draft Study Reports (per Phase)	Ongoing – Months 3 to 16	Each phase report delivered as activities are completed.
	Phase 1 Initial Wind Resource Assessment	Months 1-2	Report conclusion whether to file DOE

	<b>Deliverable</b>	<b>Timeline (Months)</b>	<b>Notes</b>
			WESC. Determining MW Capacity.
	Phase 2 Service Contract and Clearance	Months 2-4	Includes all DOE submissions
	Phase 3 Wind Resource Measurement and Assessment	Months 3-15	Installation of 2 MET-Masts + 12 months wind data.
	Phase 4 Micrositing and AEP Analysis	Months 9-15	Based on 12-month wind data set.
	Phase 5 Technical Studies (Geotech, ESIA, SIS, etc.)	Months 6-14	Surveys and impact studies conducted in parallel.
	Phase 6 Land Rights Acquisition	Months 6-14	Surveys and impact studies conducted in parallel.
	Phase 7 Pre-engineering and Conceptual Design	Months 12-16	Civil, electrical, bill of materials
	Phase 8 Feasibility Study and Financial Modelling	Months 15-17	Consolidated feasibility and bankability study
5	Final Consolidated Report and Data Sets	Month 17	Incorporates all phases, analyses, and PNOC comments.
6	Final Presentation of Findings	Month 18	Presentation to PNOC Management, Board and Stakeholder.

- Parallel Activities: Some phases (e/g/ land rights, technical studies, wind measurement) run concurrently to optimize time.
- Milestone Reviews: PNOC may hold internal reviews at the end of Phase 1, 3, and 8 before approving continuation.
- Flexibility: PNOC reserves the right to extend or modify the schedule depending on project conditions, regulatory, and data results.

#### **IV. SERVICES TO BE PROVIDED BY THE PNOC**

The PNOC, as the Procuring Entity, shall provide the following services to ensure the smooth implementation of the consultancy engagement:

1. **Issuance of Notice/ Instruction to Proceed** – Provide the Consultant with a Notice/ Instruction to Proceed for each Phase of the engagement, subject to PNOC’s internal approvals and requirements.
2. **Coordination and Oversight** – Maintain regular coordination with the Consultant on the planning, execution, and monitoring of

activities under each phase, ensuring alignment with PNOC’s project objectives.

3. **Payment of Services** – Settle the Consultant’s professional fees, inclusive of all applicable taxes, in accordance with the approved payment schedule and based on actual accomplishments duly validated by PNOC.

The Consultant shall submit all required outputs directly to the designated PNOC Project Proponent for review and endorsement for payment.

All printed reports and documents must be duly signed by the Consultant’s Project Team Head or the authorized officer-in-charge of the engagement.

All payments shall be processed only upon:

- Endorsement by the Supervising Senior Vice President or PNOC President (varies depending on billed amount per PNOC’s approval manual);
- Submission of an original signed Statement of Account or Billing Statement;
- Issuance of a Certificate of Satisfactory Service Rendered confirming PNOC’s acceptance of deliverables;
- Completion of all required supporting documents necessary for payment processing.

## V. MINIMUM MANPOWER REQUIREMENTS

<b>1. Project Team Head</b>	
Education	Bachelor’s degree in Engineering or related discipline
Relevant Experience	At least 10 years of progressive experience in Renewable Energy project management, with exposure to both local and international projects.
	Proven involvement in the development and implementation of utility-scale wind power projects, specifically those with a minimum installed capacity of 50MW.
	Demonstrated ability in overall project coordination, including planning, scheduling, reporting, and risk management across the entire project life cycle.
	Extensive experience in stakeholder engagement, community consultation, and liaison with government institutions.

<b>2. Wind Resource Engineer</b>	
Education	Bachelor's degree in Engineering or related discipline
Relevant Experience	Minimum of 5 years of relevant experience in wind resource assessment and measurement campaigns for onshore wind projects.
	Demonstrated capability in equipment selection, installation supervision, and data validation of wind monitoring systems (e.g., met masts, LiDAR, or SoDAR).
	Familiarity with international standards and best practices in wind measurement, data management, and analysis (e.g., WindpRO, WAsP, WindFarmer, OpenWind, or similar tools) is an advantage.

<b>3. Data Analyst</b>	
Education	Bachelor's degree in Statistics, Applied Mathematics, Engineering, or a related technical discipline
Relevant Experience	Minimum of 5 years' experience in data analysis and statistical modeling for wind resource assessment projects.
	Demonstrated expertise in: <ul style="list-style-type: none"> <li>○ Processing large datasets.</li> <li>○ Performing Weibull analysis</li> <li>○ Wind rose generation</li> <li>○ Turbulence intensity evaluation</li> <li>○ Other relevant statistical methods</li> </ul>
	Proficient in using WAsP, Windographer, or equivalent software tools for wind data analysis and visualization.
	Experience in data validation, error checking, and report generation aligned with international best practices and standards (e.g., IEC 61400-12).

<b>4. Financial Analyst</b>	
Education	Bachelor's degree in Finance, Accounting, Economics, Business Administration, Engineering or a related field.

Relevant Experience	Minimum of 5 years of proven experience in financial analysis, preferable within the renewable energy or infrastructure sector.
	Expertise in evaluating project financial feasibility, including Cost-benefit analysis, Cash flow modeling, Sensitivity analysis, and Risk Assessment.
	Ability to translate technical data and project performance parameters into comprehensive financial models to ensure the wind project's: <ul style="list-style-type: none"> <li>○ Commercial viability</li> <li>○ Bankability</li> <li>○ Long-term sustainability</li> </ul>
	Strong understanding of project financing structures, regulatory frameworks, and investment evaluation for onshore wind energy projects.

<b>5. Environmental and Social Specialist</b>	
Education	Bachelor's degree in Environmental Science, Environmental Engineering, Social Science or other related disciplines. A postgraduate degree or relevant certification in Environmental Management or Social Safeguards is an advantage.
Relevant Experience	Minimum of 5 years of professional experience in conducting Environmental and Social Impact Assessments (ESIAs) and Environmental Impact Studies (EIS) for infrastructure or renewable energy projects.
	Proven involvement in the preparation of Environmental Impact Statements (EIS) and securing Environmental Compliance Certificates (ECCs) from regulatory agencies such as the DENR – EMB.
	Familiarity with Philippine environmental regulations, including the Philippine Environmental Impact Statement System (PD 1586)
	Familiarity with international environmental and social safeguard standards (e.g., IFC Performance Standards, ADB Safeguard Policy).
	Experience in stakeholder engagement, social baseline surveys, and grievance management is preferred.

<b>6. Energy Lawyer</b>	
Education	Bachelor of Laws (LL.B.) or Juris Doctor (J.D.) degree from recognized institution; membership in the Philippine Bar is required.
Relevant Experience	Minimum of 5 years of professional legal experience in energy, infrastructure, or renewable energy projects.
	Proven expertise in regulatory compliance, project development, and commercial arrangements within the Philippine energy sector.
	Familiarity with laws, regulations, and policies governing renewable energy development including: <ul style="list-style-type: none"> <li>○ Renewable Energy Act of 2008 (RA 9513)</li> <li>○ EPIRA (RA 9136)</li> <li>○ Related DOE, ERC, and DENR guidelines.</li> </ul>
	Experience in drafting, reviewing, and negotiating contracts (e.g. joint venture agreements, power supply agreements, land use contracts, permits, and licenses).

<b>7. Site Supervisor/ Technician</b>	
Education	Bachelor's degree in Engineering or other related technical diploma.
Relevant Experience	Minimum of 5 years of relevant field experience in the installation, operation, and maintenance of wind monitoring systems, meteorological masts, or equivalent field equipment.
	Proven skills in electrical works, rigging, and instrumentation, with a strong emphasis on onsite safety and equipment handling protocols.
	Familiarity with data logging systems, communication equipment, and preventive maintenance procedures.
	Experience working in remote or off-grid project sites is an advantage.

## **VI. MINIMUM MEASURING EQUIPMENT**

- A. Meteorological Mast
- B. Wind Monitor Sensors (anemometers, wind vanes, temperature sensors, barometric pressure sensors, etc.)
- C. Data Logger System
- D. LIDAR System
- E. Other Equipment (provide list)

## VII. QUALIFICATIONS OF THE SERVICE PROVIDER AND ITS PERSONNEL

The service provider should meet all the requirements set by the New Government Procurement Act (RA 12009) to be eligible to participate in the procurement.

### A. Eligibility of the prospective bidder/s

To determine if the prospective bidder is eligible to participate in this bidding, legal, technical, and financial documents shall be submitted, as stated in the Request for Expression of Interest (Part I) and Invitation to Bid (Part II), and required documents pursuant to New Government Procurement Act.

### B. Criteria for the Shortlisting of Eligible Bidders

All bidders shall be pre-qualified/ shortlisted based on the following criteria. The bidders shall be ranked based on the ratings from the shortlisting process. Only the **top three (3) bidders** garnering at least **50% out of 100%** will be requested to submit the Technical and Financial Proposal. If only one applicant (or fewer than the required number) passes the eligibility check and/or meets the minimum shortlisting score, the BAC shall allow them to proceed and submit their technical and financial proposal manually. **However, in the event of a tie in scores at any ranking level within the top three (3), all Consultants with the same score shall be included in the shortlist, even if this results in more than three (3) shortlisted Consultant.**

CRITERIA	PERCENTAGE
I. Applicable Years of Experience and Track Record of the Consultant/ Service Provider/ Firm	<b>40</b>
A.1 Applicable years of experience and track record of the consultancy management service	20
A.2 Number of completed <sup>1</sup> or ongoing (≥50% physically completed <sup>2</sup> to be considered) government and//or private sector similar related projects	15
A.3 Number of completed <sup>1</sup> or ongoing (≥50% physically completed <sup>2</sup> to be considered) government and/or private sector other Renewable Energy Projects (Solar, Geothermal, Hydrothermal)	5

II.	Qualification of Personnel to be assigned to the Project	<b>40</b>
	A. Educational Attainment	5
	B. Specialized professional training and/ or participation in international, multi-lateral sponsored projects.	5
	C. Previous engagement in a similar/ related/ identical project	30
III.	Current Workload Relative to Capacity	<b>20</b>
	A. Resource Availability (Adequacy of equipment, software, and tools specific to the conduct of the technical requirements. <sup>3</sup>	10
	B. Team availability (Availability of key personnel with adequate time commitment for the project)	10
<b>TOTAL</b>		<b>100</b>

<sup>1</sup> – Certificate of Completion or Acceptance

<sup>2</sup> – Client Progress Acceptance/ Milestone Acceptance Certificate proving ≥50% completion

<sup>3</sup> - List with proof of ownership of tools and software or binding lease/ LOI covering duration. Failure to submit the required list shall be ground for disqualification.

**Additional Notes:**

**\*Garnering Zero (0) points in the following criteria will result to the disqualification of the Consultant:**

I. Applicable Years of Experience and Track Record of the Consultant/ Service Provider/ Firm	
	<b>a.2 Number of Government and Private Completed<sup>1</sup> and ongoing (≥ 50% completed)<sup>2</sup> similar related project</b>
II. Qualification of Personnel to be assigned to the Project	
	<b>a.2 Work Experience</b>
III. Current Workload Relative to Capacity	
	<b>a. Resource Availability (Adequacy of equipment, software, and tools specific to the conduct of the technical requirements.</b>

### Detailed Rating Parameters for Shortlisting Criteria

CRITERIA FOR THE SHORTLISTING OF BIDDERS							
Criteria	Wt %	Unit of Measure	Scoring Points				
			2	4	6	8	10
<b>I. Applicable Years of Experience and Track Record of the Consultant/ Service Provider/ Firm</b>	<b>40</b>						
a.1 Applicable years of experience and track record of the consultancy Management Service	20	Number of years	3 to 5	6 to 10	11 to 15	16 to 20	More than 20
<i>*Failure to meet the minimum of three (3) years' experience shall result in a score of zero (0) for this criterion. However, this shall not constitute a ground for disqualification.</i>							
a.2 Number of Government and Private Completed <sup>1</sup> and ongoing (≥ 50% completed) <sup>2</sup> similar related project	15	Number of projects			1	2	3 or more
<i>*Absence of at least one (1) <b>completed</b> similar project shall be deemed non-compliance with the TOR requirements and shall be ground for outright disqualification of the bidder.</i>							
a.3 Number of Government and Private Completed <sup>1</sup> and ongoing (≥ 50%	5	Number of projects	1	2	3	4	5 or more

<b>CRITERIA FOR THE SHORTLISTING OF BIDDERS</b>							
<b>Criteria</b>	<b>Wt %</b>	<b>Unit of Measure</b>	<b>Scoring Points</b>				
			<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
completed) <sup>2</sup> for other Renewable Energy Projects (solar, geothermal, hydro)							
<i>*Absence of other Renewable Energy projects shall result in a score of zero (0) for this criterion. However, this shall not constitute a ground for disqualification.</i>							
<b>II. Qualification of Personnel to be assigned to the Project</b>	<b>40</b>						
<b>a. Relevant credentials specialization (e.g. relevant professional degrees or previous work experience)</b>	<b>5</b>						
a.1 Educational Attainment	2.5		-	-	BS	MS or MA	PhD
a.2 Work Experience	2.5	Years of experience of personnel	-	-	5 to 7	8 to 10	>10
<i>*If any Team Member falls below the minimum years of experience stated in the TOR, it shall be considered non-compliance with the requirement, and the bidder shall be disqualified.</i>							
b. Specialization professional trainings	5	Hours of specialized	-	16 hours	40 hours	60 hours	80 hours & above

<b>CRITERIA FOR THE SHORTLISTING OF BIDDERS</b>							
<b>Criteria</b>	<b>Wt %</b>	<b>Unit of Measure</b>	<b>Scoring Points</b>				
			<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
and/or participation in international, multi-lateral sponsored projects.		trainings attended					
<i>*If the total training attended is below 16 hours and/or no list of training is provided, the score shall be zero (0), however this will not result in disqualification.</i>							
<i>**Specialized training is not limited to those related to Renewable Energy. Any specialized training that enhances or supports individual's role in the Team shall be considered acceptable.</i>							
c. Previous engagement in similar/ related/ identical projects	30	Number of years	-	-	5 to 7	8 to 10	>10
<i>*If below 5 years and/or no list provided, the score shall be zero (0); however, this will not result in disqualification.</i>							
<b>III. Current Workload Relative to Capacity</b>	20						
<b>a. Resource Availability (Adequacy of equipment, software, and tools specific to the conduct of the technical requirements.</b>	<b>10</b>	Resource Availability	List of equipment and software, indicating owned or to be leased.	-	-	-	With proof of ownership of tools and software or binding lease/ LOI covering duration.
<i>*Failure to submit the required list shall be a ground for disqualification.</i>							

<b>CRITERIA FOR THE SHORTLISTING OF BIDDERS</b>							
<b>Criteria</b>	<b>Wt %</b>	<b>Unit of Measure</b>	<b>Scoring Points</b>				
			<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
<b>b. Team availability (Availability of key personnel with adequate time commitment for the project)</b>	<b>10</b>	Number of concurrent projects of key personnel	More than 20	16 to 20	11 to 15	6 to 10	Less than 5
<b>Total</b>	<b>100</b>						

Notes:

<sup>1</sup> – Certificate of Completion or Acceptance

<sup>2</sup> - Client Progress Acceptance/ Milestone Acceptance Certificate proving  $\geq$  50% completion.

### C. Criteria and Scoring System for the Evaluation of Technical and Financial Bids

The evaluation shall be based on the quality-cost based evaluation (QCBE) procedure wherein the technical proposal together with the Financial Proposal shall be considered.

CRITERIA	PERCENTAGE
1. Technical Proposal	80%
2. Financial Proposal	20%
<b>TOTAL</b>	<b>100%</b>

#### 1. Technical Proposal – 80%

##### a. Plan of approach and methodology – 40%

Criteria	Weight	Score	Description/ Characteristics
Approach and methodology	20%	6	Lacks a structured methodology; missing key elements such as risk assessment, qualitative/ quantitative evaluations, or project execution strategies.
		9	Basic methodology with minimal integration of qualitative and quantitative assessments; risk management approach is weak or generic.
		12	Methodology is clear and includes moderate qualitative and quantitative assessments; risk management is defined but lacks depth.
		15	Well-structured methodology with strong qualitative and quantitative assessments; risk mitigation strategies are well-defined and applicable.
		20	Comprehensive and innovative methodology with detailed qualitative and quantitative assessments; risk management is proactive, data-driven, and adaptable to project conditions.
Work Plan	20%	6	Work program and schedule are vague or incomplete; lacks logical sequencing of activities.
		9	Basic work plan with a general structure but lacks specificity in activity timelines and dependencies.
		12	Work program is well-defined with a clear activity schedule, showing logical progression and key milestones.

		15	Detailed and realistic work plan with clearly structured activities, dependencies, and resource allocation.
		20	Highly detailed, optimized, and efficient work plan, with well-integrated scheduling, resource planning, and risk-adjusted contingencies.

b. Technical expertise and qualification of team members/  
personnel – 40%

i. Educational Attainment – 5%

Team Members	Scoring Points		
	6	8	10
1. Project Team Head	Bachelor's degree in Engineering or related discipline	MS or MA degree holder	PhD degree holder
2. Wind Resource Engineer	Bachelor's degree in Engineering or related discipline	MS or MA degree holder	PhD degree holder
3. Data Analyst	Bachelor's degree in Statistics, Applied Mathematics, Engineering, or related technical discipline	MS or MA degree holder	PhD degree holder
4. Financial Analyst	Bachelor's degree in Finance, Accounting, Economics, Business Administration, Engineering or a related field.	MS or MA degree holder or equivalent	PhD degree holder or equivalent
5. Environmental and Social Specialist	Bachelor's degree in Environmental Science, Environmental Engineering, Social Science or	MS or MA degree holder	PhD degree holder

	other related disciplines.		
6. Energy Lawyer	Bachelor of Laws (LL.B.) or Juris Doctor (J.D.)	MS or MA degree holder	PhD degree holder
7. Site Supervisor/ Technician	Bachelor's degree in Engineering and/ or other related technical diploma.	MS or MA degree holder	PhD degree holder

ii. Number of specialized trainings acquired – 5%

Team Member	Unit Measurement	Scoring Points			
		6	9	12	15
1. Project Team Head	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
2. Wind Resource Engineer	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
3. Data Analyst	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
4. Financial Analyst	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
5. Environmental and Social Specialist	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
6. Energy Lawyer	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours
7. Site Supervisor/ Technician	Number of hours of training	At least 16 hours	At least 40 hours	At least 60 hours	At least 80 hours

iii. Previous Engagement in similar/ related/ identical projects – 30%

Team Member	Unit Measurement	Scoring Points			
		0	9	12	15
1. Project Team Head	Years of experience	Below 10 years "NON-	10 years	10 years	15 years

		COMPLIANCE "		above up to 15 years	and above
2. Wind Resource Engineer	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years	5 years above up to 10 years	Above 10 years
3. Data Analyst	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years	5 years above up to 10 years	Above 10 years
4. Financial Analyst	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years  Assessment and measuremen t campaigns for onshore wind projects at least 40 hours	5 years above up to 10 years	Above 10 years
5. Environmenta l and Social Specialist	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years  Assessment and measuremen t campaigns for onshore wind projects at least 40 hours	5 years above up to 10 years	Above 10 years
6. Energy Lawyer	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years  Assessment and measuremen t campaigns for onshore wind projects at least 40 hours	5 years above up to 10 years	Above 10 years
7. Site Supervisor/ Technician	Years of experience	Below 5 years "NON- COMPLIANCE "	5 years	5 years above	Above 10 years

		COMPLIANCE "	Assessment and measurement campaigns for onshore wind projects at least 40 hours	e up to 10 years	
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c. Firm Experience and Qualification – 20%

Criteria	Weight	Unit of Measurements	Scoring Points				
			2	4	6	8	10
Applicable years of experience and track record of the consultancy management service	5%	Number of years	3 to 5	6 to 10	11 to 15	16 to 20	More than 20
Number of Government and Private Completed <sup>1</sup> and on-going ( $\geq$ 50% completed) <sup>2</sup> similar/ related projects	10%	Number of projects	-	-	1	2	3 or more
Number of Government and Private Completed <sup>1</sup> and on-going ( $\geq$ 50% completed) <sup>2</sup> for other Renewable Energy Projects (solar, geothermal, hydro)	5%	Number of projects	1	2	3	4	5 or more

Notes:

1 – Certificate of Completion or Acceptance

2 - Client Progress Acceptance/ Milestone Acceptance Certificate proving ≥ 50% completion.

## **2. Financial Proposal – 20%**

The Approved Budget for the Contract (ABC) shall be the upper limit or ceiling for the acceptable Financial Proposal. Any Financial Proposal received in excess of ABC shall be automatically rejected;

The Financial Proposal shall be computed as follows:

1. The Lowest Financial Proposal shall receive the maximum score of 20%.
2. The score of the other Financial Proposals shall be computed using the formula:

$$\text{Financial Score} = \frac{\text{Lowest Financial Proposal}}{\text{Financial Proposal of the Bidder}} * 100 * 20\%$$

3. **Overall Rating.** The overall rating of the bidder shall be the sum of the ratings earned for the Technical Proposal and Financial Proposal. The contract shall be awarded to the highest rated point.

The Overall Rating shall be computed using the formula:

$$\text{Overall Rating} = (\text{Technical Points} * 80\%) + \text{Financial Score}$$

## **VIII. CONFIDENTIALITY OF DATA AND INFORMATION**

The consultant shall be engaged by the PNOC and shall submit outputs directly to the designated project proponent within PNOC for review and endorsement for payment. The consultant shall not use nor disseminate these documents for their own research purposes without the written consent of the PNOC. All the materials, data, and information used and generated shall be under the sole ownership of PNOC. The consultant shall, at all times, keep the confidentiality of such materials, data, and information, and shall not use nor disseminate these material, data, and information for their own research purposes without the written consent of PNOC.

## **IX. CONFLICT OF INTEREST**

The consultant must be independent from the entities that operate in the business of the particular sector covered by the scope of this engagement and must have no conflict of interest. There is a conflict of interest when the consultant, has an interest in the business of the entities operating, whether directly or indirectly, in the particular sector covered by this engagement, and the interest of the consultant, or his/her rights or duties therein, may be opposed to or affected by the performance of his/ her duty.

## **X. LIQUIDATED DAMAGES**

If the consultant fails to delivery any or all of the goods and/or to perform the services within the period specified in this contract (except for reasonable and force majeure causes), the Procuring Entity shall, without prejudice to its other remedies under the contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

## **XI. DISPUTE RESOLUTION**

Should any dispute relate to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in that order of application. The venue of the proceedings shall be in Taguig City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Taguig City, to the exclusion of all other courts.

Any amendment or additional terms and conditions to the Contract must be in writing, signed, and acknowledged by the Parties.

## **XII. PAYMENT SCHEDULE**

The total cost of the project proposal shall be inclusive of all applicable taxes and fees, remuneration, professional fees, and all incidental expenses such as printing of reports/ deliverables, transportation/ fuel, communications, etc.

Billing for the remuneration / professional fees shall be in accordance with the following schedule of submission of reports/ outputs/ deliverables in five (5) printed copies and two (2) electronic files saved in a USB flash drive, subject to the usual standard government accounting and auditing requirements:

Item No.	Particular	Payment (% of total cost)
1	Phase 1 – Initial wind resource assessment of the identified area.	1%
2	Phase 2 – Securing the wind service contract or related area clearances and agreements from DOE	0.5%
3	Phase 3 – Wind Resource Measurement and Assessment	41%
4	Phase 4 – Micrositing and Annual Energy Production shall also be summarized (can bill monthly based on the progress report)	6.5%
5	Phase 5 – Conduct of Technical Studies	37%
6	Phase 6 – Land rights acquisition for wind farm (turbine sitting and access roads) and transmission line.	6%
7	Phase 7 – Pre engineering and conceptual design	3%
8	Phase 8 – Conduct of Feasibility Study and Financial Modelling	5%
	Total (Inclusive of all taxes)	100%

### **XIII. WARRANTY PROVISION**

Not applicable.

### **XIV. COMPLETION OF WORK**

Work should be completed within eighteen (18) months upon receipt of the Notice to Proceed (NTP). The Contractor shall submit to the PNOC Park Management Department a Gantt Chart of activities prior to the start of the project.

Five (5) hard copies and two (2) electronic copies of the final report shall be submitted to PNOC.

#### **XV. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The total ABC for the consultancy services is **Seventy-Five Million Pesos (Php75,000,000.00)** inclusive of all applicable taxes, duties and fees, remuneration, professional fees, and all incidental expenses such as printing of reports/ deliverables, transportation/ fuel, communications, etc.

Proposals exceeding the ABC will not be considered.

Billing for the remuneration / professional fees shall be in accordance with the schedule of submission of reports/ outputs/ deliverables in five (5) printed copies and two (2) electronic files saved in a USB flash drive, subject to the usual standard government accounting and auditing requirements.

#### **XVI. DEFINITION OF SIMILAR PROJECT**

Contracts similar to the Project shall be:

- a. Bidders should have conducted at least one (1) Onshore or Offshore Wind Pre-Development Study.
- b. Completed within Ten (10) years before the deadline for the submission and receipt of documents.
- c. Ongoing similar projects with  $\geq 50\%$  completion shall be considered for the purpose of ranking and scoring during shortlisting.

**Section VII. Philippine Bidding Document Related Forms**

Technical Proposal Forms.....	106
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## TECHNICAL PROPOSAL FORMS

### Notes for Consultants

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

### Cover Letter

Use TPF 1. Technical Proposal Submission Form.

### Experience of the Firm

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

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

### General approach and methodology, work and staffing schedule

Use

TPF 4. Description of the Methodology and Work Plan for Performing the Project

#### a) Technical Approach and Methodology

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

#### b) Work Plan

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

#### a) Organization and Staffing

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

TPF 5. Team Composition and Task , TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

**Curriculum Vitae (CV)**

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

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

Use TPF 3.

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

## TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

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*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

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

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

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

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

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

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

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

## TPF 2. CONSULTANT'S REFERENCES

### Relevant Services Carried Out by the Consultant<sup>6</sup> That Best Illustrate Qualifications

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

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

Consultant's Name: \_\_\_\_\_

<sup>6</sup> The period shall be specified in the TOR for each procurement activity, which shall not exceed ten (10) years.

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

---

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

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

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

---

### Guidance Note:

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

#### *a) Technical Approach and Methodology*

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

#### *b) Work Plan*

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

#### *b) Organization and Staffing*

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

## TPF 5. TEAM COMPOSITION AND TASK

---

### Organizational Chart

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

<b>1. Technical or Managerial Staff</b>			
No.	Name	Position	Task

<b>2. Administrative Support Staff</b>			
No.	Name	Position	Task

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

--

**Certification on Current Workload Relative to Capacity**

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

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

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

Done this \_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_.

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

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

---

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

Membership in Professional Societies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Key Qualifications:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Education:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Employment Record:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Languages:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Certification:**

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

**Commitment:**

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

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

Full name of staff member: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

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

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

**NAME OF NOTARY PUBLIC**

**Notarial Commission No.** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_, *[date issued]*, *[place issued]*  
**IBP No.** \_\_, *[date issued]*, *[place issued]*

**Doc. No.** \_\_\_\_  
**Page No.** \_\_\_\_  
**Book No.** \_\_\_\_  
**Series of** \_\_\_\_.



## TPF 8. ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

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

### B. Completion and Submission of Reports

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

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

## OMNIBUS SWORN STATEMENT

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

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### OMNIBUS SWORN STATEMENT

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

1) **Select one, delete the others:**

- *If sole proprietorship:* I am the sole proprietor or authorized representative of **[Name of Bidder]** with office address at **[Address of Bidder]**;
- *If partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of **[Name of Bidder]** with office address at **[Address of Bidder]**;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of **[Name of Bidder]** with office address at **[Address of Bidder]**;

2) **Select one, delete the others:**

- *If sole proprietorship:* As the owner and sole proprietor or authorized representative of **[Name of Bidder]**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **[Project Title]** of the **[Name of the Procuring Entity]***[insert “as supported by the attached duly notarized Special Power of Attorney” for authorized representative]*;
- *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **[Project Title]** of the **[Name of the Procuring Entity]**, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of **[Name of Bidder]**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **[Project Title]** of the **[Name of the Procuring Entity]**, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

- 3) **[Name of Bidder]** is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- 4) Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5) **[Name of Bidder]** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6) **Select one, delete the others:**
  - *If sole proprietorship* : The **[Name of Bidder]** and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership* : The partnership itself and the partners of **[Name of Bidder]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of **[Name of Bidder]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of **[Name of Bidder ]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

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

**Select one, delete the rest:**

- *In case of corporations:* **[Name of Bidder]** declares its beneficial ownership consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC in accordance with its annual reportorial requirements.
  - *In case of Foreign Bidders:* **[Name of Bidder]** submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
- 8) **[Name of Bidder]** complies with existing labor laws and standards; and
- 9) **[Name of Bidder]** is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the **[Project Title]**.
- 10) **[Name of Bidder]** did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 11) In case advance payment was made or given to **[Name of Bidder]**, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

Duly authorized to sign the Bid for and behalf of:  
**[Insert Bidder's Name]**  
**[Affiant's Signature over Printed Name]**  
**[Position/Designation]**  
**[Date]**

**JURAT**

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

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

\* This form will not apply for WB funded projects

**Bid Securing Declaration Form**  
*[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]*

REPUBLIC OF THE PHILIPPINES )  
 CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**BID SECURING DECLARATION**  
 Project Identification No.: *[Number]*

To: *[Insert name of the Procuring Entity]*

I/We, the undersigned, declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;
- 2) I/We accept that:
  - a) I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award or Declaration of Original Offeror;
  - b) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and
  - c) I/We will pay the applicable fine within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake; In case of an original offeror

	<i>Applicable Fine</i>
a) in the case of a single bidder	i) two percent (2%) of the Approved Budget for the Contract (ABC); or ii) the difference between the evaluated bid price and the ABC whichever is higher
b) in the case of multiple bidders	i) two percent (2%) of the ABC; or ii) the difference between the evaluated bid prices with the bidder with Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on whichever is higher

c) in case of violations committed prior to the opening of the financial envelope	i) a fixed amount of two percent of the ABC,
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3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- c) I am/we are declared the bidder with the **[Insert Award Criterion<sup>7</sup>]** and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

**[Insert Bidder's Name]**  
**[Signature over Printed Name]**  
**[Position/Designation]**  
**[Date]**

**JURAT**

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

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Notarial Commission No. \_\_\_\_\_  
 Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
 Roll of Attorneys No. \_\_\_\_\_  
 PTR No. \_\_, [date issued], [place issued]  
 IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of \_\_\_\_\_.

<sup>7</sup> Lowest Calculated and Responsive Bid, Most Economically Advantageous Responsive Bid, Most Advantageous Responsive Bid, and Highest Rated Responsive Bid.

## FINANCIAL PROPOSAL FORMS

### Notes for Consultants

The following summarizes the content of the Financial Proposal.

### Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

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

### Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

### REMINDERS:

- a) Consultants are advised to observe the following instructions when completing the FPFs

FPF 1	Indicate the base financial proposal and the estimated taxes in both words and figures.
FPF 2	Ensure that the base financial proposal and local taxes are consistent with the amounts stated in FPF 1.
FPF 3 to FPF 6	Indicate both the base proposal and the corresponding local taxes.

- b) Ensure that all amounts indicated in the FPFs are consistent and do not exceed the ABC.
- c) For lumpsum contracts, FPF 3, 5, and 6 shall not be submitted.

## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

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*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consulting Services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is inclusive of all taxes, national or local, such as but not limited to value-added tax (VAT), income tax, local taxes, and other fiscal levies and other duties.

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

In accordance with **GCC** Clause 52, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

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

## FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) <sup>8</sup>	Amount in Philippine Peso
Subtotal / Base Financial Proposal		
Local Taxes		
Total Amount of Financial Proposal		_____

**Note:** The Subtotal/Base Financial Proposal and Local Taxes must be consistent with the corresponding amounts indicated in FPF 1.

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<sup>8</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.

### FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Description: _____	
Price Component	Currency(ies) <sup>9</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

**Note:**

- Lump-Sum Contracts: Payments are based on output or deliverables. The price should cover all costs and be broken down by activity; no need to itemize reimbursables or miscellaneous expenses.
- Reimbursable and Miscellaneous expenses may be broken down by activity in Time-Based Contracts<sup>10</sup>, Actual Cost Reimbursables<sup>11</sup>; and Fixed-Rate Reimbursables.<sup>12</sup>

<sup>9</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.

<sup>10</sup> Payments are based on actual inputs (staff time and reimbursables). The price should include staff rates and estimated reimbursables, with a breakdown aligned with the work plan.

<sup>11</sup> Paid based on receipts; if ceilings are to apply (e.g., travel), maximum rates or per diems must be stated in the RFP.

<sup>12</sup> Reimbursables based on agreed fixed rates are paid at pre-determined unit costs (e.g., per diems, housing allowances). These rates may vary depending on the duration of stay (short vs. long-term) and location.

**FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____		
Names	Position	Input <sup>13</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants, local or foreign				
Grand Total				_____

Note: The names submitted for TPF 6 should be consistent with those provided in this form.

<sup>13</sup> Staff months, days, or hours as appropriate.

## FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flight <i>{Airfare (Economy Class) - Roundtrip economy airfare}</i>	Trip	<i>{2 (two)}</i>	<i>{Php 20,000.00 per trip}</i>	<i>{Php 40,000.00}</i>
2.	Miscellaneous travel expenses <i>{Travel insurance}</i>	Trip	<i>{2 (two)}</i>	<i>{Php 2,000.00 per trip}</i>	<i>{Php 4,000.00}</i>
3.	Subsistence allowance <i>{Per diem (meals and incidentals)}</i>	Day	<i>{10 (ten)}</i>	<i>{Php 2,500.00 per day}</i>	<i>{Php 25,000.00}</i>
4.	Local transportation costs <sup>14</sup> <i>{Taxi/ Ride hailing}</i>	Trip	<i>{5 (five)}</i>	<i>{Php 5,000.00 per day}</i>	<i>{Php 10,000.00}</i>
5.	Office rent/communication expenses/ clerical assistance <i>{Hotel accommodation}</i>	Day	<i>{10 (ten)}</i>	<i>{Php 2,500.00 per trip}</i>	<i>{Php 50,000.00}</i>
6	Miscellaneous expenses <i>{Acquisition of Software License}</i>	Device	<i>{10 (ten)}</i>	<i>{Php 2,500.00 per device}</i>	<i>{Php 25,000.00}</i>
	<b>Grand Total</b>				<b>Php 154,000.00</b>

**Disclaimer:**

- The reimbursable expenses listed above are indicative only and must fully comply with the provisions outlined in the Terms of Reference. Notes to Consultant shown in brackets { } to provide guidance in the preparation of this Form should not appear on the Proposals to be submitted.

<sup>14</sup> Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

## FPF 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (e.g., telephone, mobile phone load / data plan, portable Wi-Fi rental or subscription, videoconferencing subscription)				
2.	Drafting, reproduction of reports (e.g., photocopying, printing of reports, large format printing, transcription services)				
3.	Equipment expenses (e.g., vehicle rental, fuel, computers, printer, audiovisual equipment) <sup>15</sup>				
4.	Software				
	Grand Total				_____

**Note:**

- During implementation, please provide supporting documents that comply with budgeting, accounting, and auditing laws, rules, and regulations (e.g., official receipts) and are permitted under the Terms of Reference (TOR).

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<sup>15</sup> Equipment expenses must be temporary, essential, and project-specific and not for personal use.

## CONTRACT FORM

*[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) calendar days after receiving the Notice of Award]*

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### CONTRACT FOR [Insert Project Title]

This **CONTRACT** executed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

**[Name of Procuring Entity]**, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

**[Name of Supplier /Contractor/ Consultant]** Filipino of legal age or a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier/Contractor/Consultant".

**WHEREAS**, the Entity invited Bids for certain goods and services/works/consulting services, particularly **[Brief description of Project]**;

**WHEREAS**, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of **[Contract price in words and figures, including currency]**, hereinafter referred to as the "Contract Price."

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
  - a) Philippine Bidding Documents (PBD);
    - i) General and Special Conditions of Contract;
    - ii) Terms of Reference
    - iii) Request for Expression of Interest;
    - iv) Instructions to Bidders;
    - v) Bid Data Sheet;
    - vi) Addenda and/or Supplemental Bid Bulletins, if any;
    - vii) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- viii) Eligibility requirements, documents and/or statements; and
  - ix) Other contract documents that may be required by existing laws and/or the Entity.
- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c) Performance Security;
  - d) Notice of Award of Contract; and the Bidder's Conforme thereto; and
  - e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
- 3) In consideration of the Contract Price of **[Contract Price in words and figures]**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the **[Project Title]** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
  - 4) The **[Name of the Procuring Entity]** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
  - 5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*For the Procuring Entity*  
 Head of the Procuring Entity or Duly  
 Authorized Representative

For the Bidder  
 Duly authorized to sign the Contract for and  
 behalf of **[Bidders Name]**:

**[Signature over Printed Name]**  
**[Position/Designation]**  
**[Date]**

**[Signature over Printed Name]**  
**[Position/Designation]**  
**[Date]**

*Signed in the presence of:*

*[Name and Signature]*  
 Witness – Procuring Entity

*[Name and Signature]*  
 Witness- Supplier

**ACKNOWLEDGMENT**

BEFORE ME, A Notary Public for and in the \_\_\_\_\_, City/Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of \_\_\_\_\_ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## **Section VIII. Appendices**

### **I. Description of Services**

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

### **II. Reporting Requirements**

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

### **III. Key Personnel**

List under:

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

### **IV. Breakdown of Contract Price**

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

- 1) Monthly rates for Personnel (Key Personnel and other Personnel)
- 2) Reimbursable expenditures
- 3) Applicable taxes

### **V. Services and Facilities Provided by the Client**

Provide a detailed description of the services and facilities to be made available to the Consultant, and the time and manner of their availment.

### **VI. Consultant's Representations Regarding Costs and Charges**

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

#### **1) Review of Remuneration Rates**

- a) The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information

should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

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

**c) Salary**

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

**i) Bonus**

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

**ii) Social Costs**

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

**iii) Cost of Leave**

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

$$\text{Leave cost as percentage of salary}^{16} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

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<sup>16</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

#### **iv) Overheads**

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

#### **v) Fee or Profit**

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

#### **vi) Away from Headquarters Allowance or Premium**

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

#### **vii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents  $\frac{3}{4}$  the subsistence rate shall be the same for married and single team members.

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

### **2) Reimbursables**

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

### **3) Bank Guarantee**

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

**VII. BREAKDOWN OF AGREED FIXED RATES<sup>17</sup>**

[Currencies: \_\_\_\_\_<sup>18</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>19</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance ( __ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Name: \_\_\_\_\_

<sup>17</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).  
<sup>18</sup> If different currencies, a different table for each currency should be used.  
<sup>19</sup> Per month, day, or hour as appropriate.

**STATEMENT OF COMPLETED CONTRACTS**

This is to certify that \_\_\_\_\_ (consultant) \_\_\_\_\_ has the following completed contracts:

<b>PROJECT NAME (including NAME, ADDRESS OF CLIENT, CONTACT NO.)</b>	<b>DATE OF CONTRACT (MM/DD/YYYY)</b>	<b>TYPE OF CONTRACT  (BRIEF PROJECT DESCRIPTION)</b>	<b>START DATE (MM/DD/YYYY)</b>	<b>COMPLETION DATE (MM/DD/YYYY)</b>	<b>AMOUNT OF CONTRACT</b>	<b>CONSULTANT'S ROLE (DESCRIPTION OF ACTUAL SERVICES PROVIDED)</b>

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

**ANNEX "E"**

**STATEMENT OF ONGOING CONTRACTS AND AWARDED BUT NOT YET STARTED CONTRACTS**

This is to certify that \_\_\_\_\_ (consultant) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

DATE OF CONTRACT	CONTRACTING PARTY	NAME OF CONTRACT	TYPE OF CONTRACT	BRIEF DESCRIPTION OF CONSULTING SERVICE	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	CONSULTANT IS: a. main consultant b. subcontractor c. partner in a JV

*Note: If the bidder does not have any on-going project, please state "None" in the form above and include the form in the submission of eligibility requirements.*

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

## **Checklist of Technical and Financial Requirements**

### **I. Technical Documents**

- a) Bid Security in the prescribed form, amount and validity period or Bid Securing Declaration Form;
- b) Organizational Chart for the contract to be bid;
- c) List of Completed Contracts;
- d) List of Ongoing Contracts and Awarded but Not Yet Started Contracts;
- e) Omnibus Sworn Statement

### **II. Technical Proposal Forms**

TPF 1. Technical Proposal Submission Form;

TPF 2. Consultant's Reference;

TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities;

TPF 4. Description of the Methodology and Work Plan for Performing Staff;

TPF 5. Team Composition and Task;

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

TPF 7. Time Schedule for Professional Personnel; and

TPF 8. Activity (Work) Schedule

### **III. Financial Proposal Forms**

FPF 1. Financial Proposal Submission 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.

Republic of the Philippines



Government Procurement Policy Board