



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center

Rizal Drive, BGC, Taguig City

Tel. No.: (02) 8789 – 7662

www.pnoc.com.ph

INVITATION FOR NEGOTIATED PROCUREMENT TWO FAILED BIDDINGS

CONSULTING SERVICES FOR THE PRE-DEVELOPMENT OF ONSHORE WIND FARM PROJECT

Reference No. 2026-06-080

1. In view of the of the two (2) failed biddings, the Philippine National Oil Company (PNOC) invites suppliers to participate in the negotiation for the **Consulting Services for the Pre-Development of Onshore Wind Farm Project**;
2. The PNOC intends to apply the sum of **Seventy – Five Million Pesos (PhP75,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;
3. The PNOC now invites interested consultants to submit and negotiate initial offer for the abovementioned project on **July 6, 2026 (9:00 AM PST)** at the *PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or via videoconference*;
4. Negotiation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. 5183.
5. Following completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist must be duly received by the BAC Secretariat at the address below on or before the deadline of submission, **July 13, 2026 (10:00 AM PST)**. Late submissions shall not be accepted.

6. Bid opening shall **immediately follow after the deadline of submission** at given address below and/or via **Video Conference Platform**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
7. The PNOC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance with Section 70 of RA 12009 and its IRR, without thereby incurring any liability to the affected negotiation participant or participants.
8. You may refer to the BAC Secretariat at the contact details below for further information or clarification.

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 – 7605
Email: asalathrop@pnoc.com.ph
Website: www.pnoc.com.ph / www.philgeps.gov.ph

9. For downloading of Bidding Documents:
www.philgeps.gov.ph and <https://www.pnoc.com.ph/bids-notices/>



ATTY. JOSEPHINE CASSANDRA J. CUI
Chairperson
Bids and Awards Committee

Checklist of Technical and Financial Documents

I. TECHNICAL PROPOSAL	
Class “A” Documents	
<u>Legal Documents</u>	
☐	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 20.2.9.1 of the IRR;
<u>Technical Documents</u>	
☐	(b) Statement of Consultant’s Nationality (Annex A)
☐	(c) Statement of Completed Contracts (Annex B)
☐	(d) Certificate of Good Standing, Acceptance Report, Certificate of Satisfactory Service Rendered, or Any Proof of Satisfactory Completed Contracts
☐	(e) List of consultant’s equipment units, which are owned, leased, and/or under purchase agreements, <u>supported by proof of ownership, or certification of availability of equipment from the lessor/ vendor for the duration of the project</u> , as the case may be
☐	(f) Statement of Ongoing Contracts and Awarded but not yet Started Contracts (Annex C)
☐	(g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration
☐	(h) Organizational Chart for the contract to be bid
☐	(i) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Technical Proposal Forms</u>	
☐	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
☐	TPF 8. Activity (Work) Schedule
<u>Additional Documents</u>	
☐	(j) 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
☐	(k) Mayor's Permit
☐	(l) Tax Clearance
☐	(m) Audited Financial Statement (AFS)
☐	(n) Latest Annual Income Tax Return (BIR Form 1702) for the preceding tax year.
☐	(o) Latest Business/VAT Returns (BIR Form 2550) covering the previous six months.
☐	(p) List of clients with contact person and contact details (company, address, designation, Email and telephone numbers). (Original)
Class "B" Documents	
☐	(q) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
☐	(r) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐	(s) If applicable, Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANCIAL PROPOSAL	
<i>Financial Proposal Forms</i>	
☐	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
☐	FPF 6. Miscellaneous Expenses

General Conditions of Contract

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.

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is Philippine National Oil Company .
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 2026 Approved Corporate Operating Budget.
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: Engr. Carlito B. Pena For the Consultant: _____ NOTE: Name of authorized representative to be filled out by winning consultant prior to contract signing.
15.1	The Procuring Entity's address for Notices is: Address: PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City. Email Address: <u>cbpena@pnoc.com.ph</u> The Consultant's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>. NOTE: Contact details to be filled out by the winning consultant prior to contract signing.
15.2	No further instructions
18.2	State here Consultant's account where payment may be made. NOTE: Details of account are to be filled out by the winning consultant prior to contract signing.

19	No further instructions.
20)	No additional provision.
22	The contract effectivity date shall be indicated in the Notice to Proceed.
24	The time period shall be eighteen (18) months from the date of receipt of the Notice to Proceed.
37.2	<i>Not applicable.</i>
38.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: 1. Inception Report 2. Work Plan and Methodology Presentation 3. Preliminary Results and Progress Reports 4. Draft Study Reports (per Phase) 5. Final Consolidated Reports and Data Sets 6. Final Presentation of Findings <i>(Detailed descriptions of each deliverable provided in the Terms of Reference)</i>
41(c)	The Consultant's actions requiring the Procuring Entity's prior approval are detailed in the Terms of Reference.
42.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
45.4(c)	No further instructions.
53.1	The total ceiling amount in Philippine Pesos is the awarded contract price inclusive of all applicable Government taxes. <i>NOTE: The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</i>
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:

	1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV; 2) the following transportation costs: a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class; b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed; c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV; 3) the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services; 4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV; 5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>; 6) the cost of shipment of personal effects up to <i>[insert amount]</i>; 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;
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	8) the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV; 9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV; 10) the cost of items not covered in the foregoing, but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. NOTE: <i>Items that are not applicable should be deleted; others may be added.</i> The reimbursable expenditures in local currency shall be as follows: 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; 2) a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) calendar days during which such Personnel shall be in the Government's country; 3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV; 4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 5) the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 6) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 7) the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity. NOTE: <i>Items that are not applicable should be deleted.</i>
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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Terms of Reference

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

	Deliverable	Timeline (Months)	Notes
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

	Deliverable	Timeline (Months)	Notes
			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

1. Project Team Head	
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.

2. Wind Resource Engineer	
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.

3. Data Analyst	
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: ○ Processing large datasets. ○ Performing Weibull analysis ○ Wind rose generation ○ Turbulence intensity evaluation ○ Other relevant statistical methods
	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).

4. Financial Analyst	
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: ○ Commercial viability ○ Bankability ○ Long-term sustainability
	Strong understanding of project financing structures, regulatory frameworks, and investment evaluation for onshore wind energy projects.

5. Environmental and Social Specialist	
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.

6. Energy Lawyer	
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: ○ Renewable Energy Act of 2008 (RA 9513) ○ EPIRA (RA 9136) ○ Related DOE, ERC, and DENR guidelines.
	Experience in drafting, reviewing, and negotiating contracts (e.g. joint venture agreements, power supply agreements, land use contracts, permits, and licenses).

7. Site Supervisor/ Technician	
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. 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%
TOTAL	100%

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 other related disciplines.	MS or MA degree holder	PhD degree holder
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-COMPLIANCE"	10 years	10 years above up to 15 years	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 measurement campaigns for onshore wind projects at least 40 hours	5 years above up to 10 years	Above 10 years
5. Environmental and Social Specialist	Years of experience	Below 5 years "NON-COMPLIANCE"	5 years Assessment and measurement 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 measurement	5 years above up	Above 10 years

			t campaigns for onshore wind projects at least 40 hours	to 10 years	
7. Site Supervisor/ Technician	Years of experience	Below 5 years "NON-COMPLIANCE"	5 years Assessment and measurement campaigns for onshore wind projects at least 40 hours	5 years above up to 10 years	Above 10 years

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 ¹ and on-going (≥ 50% completed) ² similar/ related projects	10%	Number of projects	-	-	1	2	3 or more
Number of Government and Private Completed ¹ and on-going (≥ 50% completed) ² for other Renewable	5%	Number of projects	1	2	3	4	5 or more

Energy Projects (solar, geothermal, hydro)							
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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.

STATEMENT OF THE CONSULTANT’S NATIONALITY

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In compliance with the requirements of the **Philippine National Oil Company**, for the **[Project Title]** under **[Reference No.]**, I/We hereby declare the following:

1. [Select one and delete the rest]

[If domestic entity bidder] That (Name of Bidder) is a domestic *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the Philippines;

[If foreign entity bidder] That (Name of Bidder) is a foreign *sole proprietorship/partnership/corporation/joint venture* organized or formed under the laws of the (Name of Country);

[If foreign entity bidder] That (Name of Bidder) is registered with the Securities and Exchange Commission and/or any agency authorized by the laws of the Philippines;

2. That the following are/is the proposed Consultants:

Name of Proposed Consultant	Proposed Position	Nationality	Proof of Identification
1.	Project Team Head		
2.	Wind Resource Engineer		
3.	Data Analyst		
4.	Financial Analyst		
5.	Environmental and Social Specialist		
6.	Energy Lawyer		
7.	Site Supervisor/ Technician		

3. That attached herewith are the Curriculum Vitae of the abovementioned personnel (*TPF 6*).

Very truly yours,

Signature: _____

Name and Title of Authorized Signatory: _____

Name of Consultant/Company: _____

Address: _____

Email Address: _____

Contact Nos: _____

ANNEX “B”

STATEMENT OF COMPLETED CONTRACTS

This is to certify that _____ **(consultant)** _____ has the following completed contracts:

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

Name and Signature of Authorized Representative

Date

ANNEX “C”

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

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 Criterion¹]*** 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 _____.

¹ Lowest Calculated and Responsive Bid, Most Economically Advantageous Responsive Bid, Most Advantageous Responsive Bid, and Highest Rated Responsive Bid.

OMNIBUS SWORN STATEMENT

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

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

OMNIBUS SWORN STATEMENT

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

1) Select one, delete the others:

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

2) Select one, delete the others:

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

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

- 7) It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the 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. _____

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TECHNICAL PROPOSAL FORMS

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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 Consultant² 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 PHP):	
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: _____

² 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

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

Organizational Chart

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

1. Technical or Managerial Staff			
No.	Name	Position	Task

2. Administrative Support Staff			
No.	Name	Position	Task

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

--

Certification on Current Workload Relative to Capacity

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

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

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

Done this ____ day of _____, 2025, at _____.

[Name and Signature]

Authorized Representative

[Position]

[Name of Bidder]

[Contact Information]

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

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

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ___, *[date issued]*, *[place issued]*

IBP No. ___, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Full Name: _____
 Title: _____
 Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<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.

FINANCIAL PROPOSAL FORMS

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

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

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ³	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.

³ 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) ⁴	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 Contracts⁵, Actual Cost Reimbursables⁶; and Fixed-Rate Reimbursables.⁷

⁴ In cases of contracts involving foreign consultants, indicate the exchange rate used.

⁵ 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.

⁶ Paid based on receipts; if ceilings are to apply (e.g., travel), maximum rates or per diems must be stated in the RFP.

⁷ 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 ⁸	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.

⁸ 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			
2.	Miscellaneous travel expenses <i>{Travel insurance}</i>	Trip			
3.	Subsistence allowance <i>{Per diem (meals and incidentals)}</i>	Day			
4.	Local transportation costs ⁹ <i>{Taxi/ Ride hailing}</i>	Trip			
5.	Office rent/communication expenses/ clerical assistance <i>{Hotel accommodation}</i>	Day			
6	Miscellaneous expenses <i>{Acquisition of Software License}</i>	Device			
	Grand Total				

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.

⁹ Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

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) ¹⁰				
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).

¹⁰ Equipment expenses must be temporary, essential, and project-specific and not for personal use.

CONTRACT FORM

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

CONTRACT FOR [Insert Project Title]

This **CONTRACT** executed on the ____ day of _____ 20____ by and between:

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

-and-

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

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

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

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

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a) Philippine Bidding Documents (PBD);
 - 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]*

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