



Office of the President of the Philippines
PRESIDENTIAL COMMUNICATIONS OFFICE
Manila

PHILIPPINE BIDDING DOCUMENTS

BIDS AND AWARDS COMMITTEE

Government of the Republic of the
Philippines

BIDDING DOCUMENTS FOR THE

**REQUEST FOR EXPRESSION OF INTEREST FOR THE
ENGAGEMENT OF A THIRD-PARTY SERVICE PROVIDER
FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE
FREEDOM OF INFORMATION (FOI) CAPSTONE (DATA
SCIENCE RESEARCH AND DEVELOPMENT) PROJECT
(SECOND ROUND) (PROCUREMENT / CONTRACT NO.
2023-PCO-TF-034-2)**

(Part I)

**Fifth Edition
August 2016**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

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

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I; and **Error! Reference source not found.** (ITB) and **Error! Reference source not found.** (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids
- (c) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.

- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.
- (e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g)** If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respe



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REQUEST FOR EXPRESSION OF INTEREST FOR THE ENGAGEMENT OF A THIRD-PARTY SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE FREEDOM OF INFORMATION (FOI) CAPSTONE (DATA SCIENCE RESEARCH AND DEVELOPMENT) PROJECT (SECOND ROUND) (PROCUREMENT / CONTRACT NO. 2023-PCO-TF-034)

The Presidential Communications Office, through the authorized appropriations under the FY 2022 General Appropriations Act, intends to apply the sum of **Six Hundred Thousand Pesos (PHP 600,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Engagement of a Third-Party Service Provider for the Development and Implementation of the Freedom of Information (FOI) Capstone (Data Science Research and Development) Project (Second Round) (Procurement / Contract No. 2023-PCO-050-2)**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

1. The PCO now calls for the submission of eligibility documents for the abovementioned Project, in the duration of which the Consultant is expected to provide **(A) Automated Personally Identifiable Information Redactor (B) Topical and Thematic Modeling of Data and Information Requests**.

The detailed service requirements are indicated in the Terms of Reference for the Project attached herewith as Section VI.

2. The PCO will hold a Meeting on **07 November 2023** at **10:00AM** through video conference via Zoom, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: **<https://forms.gle/qK8SYhuZKUiJ2SvL6>**
3. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission at **bac1@pco.gov.ph** **on or before 23 November 2023** at **8:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder's Kit. Late bids shall not be accepted.
4. Interested bidders may obtain further information from the BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **23 October 2023** from the PCO website given below

and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB;

6. Bid opening shall be on **23 November 2023 at 1:00PM** via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
7. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
8. Prospective bidders are requested to organize and submit their Bids electronically, and are hereby reminded as follows:
 - a. The submission of the Eligibility documents shall be in a password-protected ZIP folder and PDF file;
 - b. There shall be **two (2) different passwords required**: one (1) unique password for the ZIP folder, and one (1) unique password for the PDF file inside the ZIP folder of Eligibility; and
 - c. The password-protected PDF file in the Zip Folder shall contain the scanned original copy of the consolidated Eligibility documents. Said PDF file shall be assigned the file name, "PCOO Bidding No. 2022- PCOO-I-030; (Name of Bidder); Eligibility Requirements.";
9. The BAC shall draw up the short list of consultants from those who have submitted Expressions of Interest and have been determined as eligible in accordance with the provisions of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act," and its 2016 Revised Implementing Rules and Regulations (IRR). The short list shall consist of a maximum of five (5) prospective bidders who will be entitled to submit bids. The BAC shall consider the short list should less than five (5) prospective bidders apply for eligibility and short listing, and pass the eligibility check or pass the minimum score required.
10. In accordance with Section 24 of RA No. 9184 and its 2016 Revised IRR, the criteria and rating system for short listing are:
 - i. Applicable experience and capability of the firm - in case of joint ventures, considering both the overall experience of the firms or, in the case of new firms, the individual experiences of the principal and key staff - including the times when employed by other consultants (40 points);
 - ii. Qualification of personnel who may be assigned to the Project vis-à-vis extent and complexity of undertaking (50 points); and

iii. Current Workload Relative to Capacity (10 points).

11. The PCO shall evaluate bids using the Quality-Cost Based Evaluation (QCBE). The criteria and rating system for the evaluation of bids shall be provided in detail in the Eligibility Data Sheet.
12. The PCO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to awarding of the contract in accordance with Sections 35.6 and 41 of RA No. 9184 and its 2016 Revised IRR, without thereby incurring any liability to the affected bidder or bidders.

Moreover, in accordance with Section 24.7 of the 2016 Revised IRR of RA No. 9184, notwithstanding the eligibility of a consultant and/or inclusion in the shortlist of consultants, the PCO reserves the right to review the consultant's qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made, or that there has been a change in the consultant's capability to undertake the project from the time of submission of the eligibility requirements.

For further information, please refer to:

MARY WILLEN DJ. RENOMERON

Head, Bids and Awards Committee Secretariat
Office of the Bids and Awards Committee Secretariat
7th Floor, Times Plaza
United Nations Ave., Ermita,
City of Manila
Phone No.: (02) 8734-5968
E-mail Address: bac1@pco.gov.ph
Website: pco.gov.ph

1. You may visit the following websites:

For downloading of Bidding Documents:

<https://pco.gov.ph/procurement/>
<https://www.philgeps.gov.ph/>

For online bid submission:

bac1@pco.gov.ph

Issued on **23 October 2023**

(Original signed)

ASEC. EUGENE HENRY C. RODRIGUEZ
Chairperson, Bids and Awards Committee

Section II. Eligibility Documents

1. Eligibility Criteria

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

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:
 - (a) Class “A” Documents –

Legal Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS**. The statement shall include, for each contract, the following:
 - (ii.1) the name and location of the contract;
 - (ii.2) date of award of the contract;
 - (ii.3) type and brief description of consulting services;
 - (ii.4) consultant's role (whether main consultant, subconsultant, or partner in a JV)
 - (ii.5) amount of contract;
 - (ii.6) contract duration; and
 - (ii.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract;
- (iii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

- (b) Class "B" Document –

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

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

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

4. Sealing and Marking of Eligibility Documents

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. ____ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.

4.3. All envelopes shall:

- (c) contain the name of the contract to be bid in capital letters;
- (d) bear the name and address of the prospective bidder in capital letters;
- (e) be addressed to the Procuring Entity's BAC specified in the **EDS**;
- (f) bear the specific identification of this Project indicated in the **EDS**; and
- (g) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.

4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

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

6. Late Submission of Eligibility Documents

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

7. Modification and Withdrawal of Eligibility Documents

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

- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.
- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

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

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

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.
- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (h) the name of the prospective bidder;
 - (i) whether there is a modification or substitution; and
 - (j) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion,

as stated in the Request for Expression of Interest, and shall be determined as either “eligible” or “ineligible.” If a prospective bidder submits the specific eligibility document required, he shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular eligibility requirement concerned. If a prospective bidder is rated “passed” for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as “eligible.” If a prospective bidder is rated “failed” in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as “ineligible.” In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

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

10. Protest Mechanism

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

Section III. Eligibility Data Sheet

Eligibility Data Sheet

Eligibility Documents	
1.2	<p>The engagement is aligned to deliver according to the following major projects:</p> <p style="text-align: center;">I. Automated Personally Identifiable Information Redactor; and</p> <p style="text-align: center;">II. Topical and Thematic Modeling of Data and Information Requests</p>
1.3	No further instructions.
2.1	Interested consultants shall submit the accomplished Eligibility Documents Submission Form (see Annex B for format), and a Secretary's Certificate or Special Power of Attorney, as may be applicable.
2.1(a)(ii)	<p>The List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started shall include all such contracts prior to October 23, 2023 (see TPF 11 for format).</p> <p>Likewise, the Statement of all Government and Private Contracts Completed which are Similar in Nature shall be submitted (see TPF 10 for format).</p>
2.1(a)(ii.7)	The proponent must show certification or any equivalent document from each of their clients, as stated in the Statement of Completed Contracts form, that they are in good standing and have implemented similar projects (clause 9.1) to their client's expectations. This requirement of submitting certification or equivalent document shall only apply to contracts that are similar in nature to the project at hand
	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); or (ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the

	<p>notary public documentary identification.</p> <p>In the interest of safeguarding the public’s health in view of the COVID19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 2007-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents). In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
4.1	Each prospective bidder shall submit one (1) original copies of its eligibility documents.
4.3 (e)	<i>The name of the Project is: “Engagement of a Third-Party Service Provider for the Development and Implementation of the Freedom of Information (FOI) Capstone (Data Science Research and Development) Project”</i>
4.3 (d)	The date and time of opening of eligibility documents will be on 22 August 2023 at 8:00AM in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder’s Kit. Late bids shall not be accepted.
5	Similar contracts shall refer to any contract similar to: Any contract similar to Data Science Research and Development. To be considered in the short listing, the interested consultants should have completed a minimum of three (3) similar contracts. Note: Interested consultants who will be short listed shall submit the actual AVPs for three (3) similar contracts
5.1	<p>The BAC shall rank the consultants in descending order based on their total scores considering the criteria presented below and identify the top five (5) eligible consultants as short-listed consultants. Should less than the required number of consultants apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required in the short listing, the BAC shall consider the same. Scoring shall be based on eligibility documents submitted, considering the following evaluation criteria:</p> <p>(a) Applicable experience and capability of the Firm-in case of joint ventures, considering both the overall experience of the firms or, in the case of new firms, the individual experiences of the principal 17 and key staff--including the times when employed by other consultants (35</p>

	<p>points);</p> <p>(b) Qualification of personnel who may be assigned to the Project vis-à-vis extent and complexity of undertaking (55 points); and</p> <p>(c) Current workload relative to capacity (10 points). To qualify for shortlisting, the prospective bidder should achieve an overall minimum score of 65 points</p> <p><i>Please refer to the shortlisting criteria for eligible bidders (Terms of reference).</i></p>
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Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Presidential Communications Office</i></p> <p>The evaluation procedure is Quality Based Evaluation (QBE).</p> <p>NOTE: <i>For the World Bank, all of the above may be used. GoP permits the use of QCBE and QBE, users should note that the GoP version of QBE is what the World Bank refers to as selection under a fixed budget. A summary of each is set out below:</i></p> <p><i>QCBE/QCBS – (GoP and WB) Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected except in the case of WB, no ABC or cost estimate is included in the Bidding Documents except for an estimate of the staff months required to complete the Project.</i></p> <p><i>QBS - (WB). The Consultant achieving the highest Technical Score has its Financial Proposal opened and is invited to negotiate a contract based on its Technical and Financial Proposals irrespective of the amount of the Financial Proposal. No other Financial Proposals are opened.</i></p> <p><u><i>QBE – (GoP) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.</i></u></p> <p><i>Selection Under a Fixed Budget – (WB) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.</i></p> <p><i>Least Cost Selection - (WB) All Consultants passing a minimum Technical Score have their Financial Proposals opened. The Consultant with the least cost is invited to negotiate a contract.</i></p>
<p>Error! Reference source not found.</p>	<p>The Funding Source is:</p> <p><i>The PCO through the authorize appropriations under the Government Appropriations Act FY 2023.</i></p> <p>The name of the project is “Engagement of a Third-Party Service Provider for the Development and Implementation of the Freedom of Information (FOI) Capstone (Data Science</p>

	Research and Development) Project”
1.3	See attached Terms of Reference (TOR)
1.4 Error! Reference source not found.	The Terms of Reference (TOR) defines the Schedule of Requirements
5	No further instructions.
6.1	Subcontracting is not allowed
6.2	<i>If subcontracting is allowed, specify the eligibility criteria that subconsultants must comply with, including the corresponding documentary requirements therefor; otherwise, state “Not applicable”.</i>
7.1	The PCO will hold a Meeting on 07 November 2023 at 10:00AM through video conference via Zoom, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: https://forms.gle/gK8SYhuZKUij2SvL6 .
8.1	The Procuring Entity’s address is: Mr. Martin Jann G. Ceneta Information Technology Officer II Freedom of Information – Project Management Office 8734 7420 or 8734 5966 loc. 117 <i>martinceneta.pcoo@gmail.com</i>
10.1 (b)	Not applicable
10.1 (c)	The Key Personnel must, at a minimum, have the experience and capability indicated in the TOR.
10.2	In addition to the TPFs mentioned, the shortlisted Consultants shall submit the following: TPF 10 – Statement of all Government and Private Contracts Completed; and TPF 11 – List of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started TPF 12 – Statement of Consultant’s Nationality
11.5	Taxes: All proposals shall be inclusive of 12% Value-Added Tax

	and all other standard and applicable government taxes
11.7	The ABC is PHP 600,000.00. Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos
13.3	No further instructions.
14.1	Bids will be valid until
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than PHP 12,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than PHP 30,000.00 (5% of ABC), if bid security is in Surety Bond.
15.2	The bid security shall be valid until <i>22 March 2024</i>
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	The shortlisted Consultants shall submit two (2) copies of the Technical and the Financial proposals
18	Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission at bac1@pco.gov.ph on or before 23 November 2023 at 8:00AM in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder's Kit. Late bids shall not be accepted.
21.2	No further instructions
22.1	No further instructions
	The Bid Opening will be held through <i>zoom conference</i> . The date and time of bid opening is 23 November 2023; 1:00PM .
25.1	The following processes for the opening and evaluation of bids shall be adopted: a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial

	<p>proposals simultaneously in separate sealed envelopes.</p> <p>b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however,</i> that the Highest Rated Bid shall pass the minimum score indicated therein.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the HoPE of the Highest Rated Bid, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</p> <p>e) Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in ITB Clause.</p>
25.3	<p>For the evaluation of the Technical Proposal, the following numerical weight and the minimum required points for each criterion shall be used:</p> <ul style="list-style-type: none"> - Technical experience and capability of the third-party service provider (20%); - Applicable years of relevant experience of the Service Provider (10%); - Quality of Personnel to be Assigned to the Project (20%) - Plan of Approach and Methodology (30%) The minimum points required to pass is 70 points/80 points. <p>CRITERIA FOR THE EVALUATION OF SHORTLISTED BIDDERS</p> <p>For evaluation of the third-party service provider, its technical and financial proposal shall be given weight of 80% and 20% respectively, based on the criteria provided in the TOR for a maximum of 100 points. Proposals for this project shall be evaluated using the Quality-Cost Based Evaluation Method, based on the following criteria:</p>

Criteria	Basis
Technical Proposal (80%)	
Technical experience and capability of the third-party service provider (20%)	Records of previous engagement, quality, and extensive knowledge on the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling; must also have the required facilities, tools, equipment and software in securely managing, manipulating, and analyzing big datasets to efficiently carry out the deliverables stipulated in this TOR
Applicable years of relevant experience of the Service Provider (10%)	Experienced similar or related to the project, following industry standard approach and methodology in the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling
Quality of Personnel to be Assigned to the Project (20%)	Submitted signed extensive curriculum vitae, certifications, and years of experience in the field of data science and analytics
Plan of Approach and Methodology (30%)	Timing of deliverables, qualitative and quantitative result of the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling

26.1	The opening of Financial Proposals shall be within three (3) days from notification of Consultant passing the minimum qualifying mark for technical proposals via Zoom teleconferencing..
26.2	<p>Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in ITB Clause 25 and this BDS. The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p>
27.1	Negotiations will be conducted via Zoom teleconferencing.
28.2	<p>The following shall be submitted within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice that it submitted the Highest/Single Rated Bid:</p> <p>Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> - 2022 Income Tax Return with proof of payment; and - VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from January 2023 to June 2023. <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall</p>

	<p>cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>**In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>
31.4.6	No additional requirement.
32.1	No further instructions.
33.2	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <p>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
33.2	The effective date of the contract is up to six (6) months for the completion and delivery of the requirements/project, and another six (6) months for the warranty as stipulated in the Terms of Reference (TOR)

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(b)	Name of Consultant: _____
1.1 (g)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the Continuing Appropriations, FY 2023 General Appropriations Act in the amount of Six Hundred Thousand Pesos (PHP 600,000.00).
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 their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: Mr. Martin Jann G. Ceneta, Information Technology Officer II</p> <p>For the Consultant: _____</p> <p><i>NOTE: Name of authorized representative to be filled out by winning consultant prior to contract signing.</i></p>
15.1	<p><i>The addresses are:</i></p> <p>Procuring Entity: Presidential Communications Office</p> <p>Attention: Mr. Martin Jann G. Ceneta, Information Technology Officer II 7th Flr., Times Plaza Building, United Nations Avenue, Metro Manila Email Address: martinceneta.pcoo@gmail.com</p>

	<p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p>NOTE: <i>Contact details to be filled out by winning consultant prior to contract signing.</i></p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of facsimiles, within <i>[insert hours]</i> following confirmed transmission; or</p> <p>(c) in the case of telegrams, within <i>[insert hours]</i> following confirmed transmission.</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p>_____</p> <p>_____</p> <p>NOTE: <i>Details of account to be filled out by winning consultant prior to contract signing.</i></p>
19	<p>No further instructions.</p>
20	<p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p> <p>Limitation of the Consultant's Liability towards the Procuring Entity are as follows:</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity:</p>

	<p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p>
22	No further instructions.
24	No further instructions.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	All drawings, specifications, designs, source codes, reports, other documents, hardware, and software licenses, prepared and acquired by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity and the End-User.
38.1	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <ol style="list-style-type: none"> 1. Change in the plan of approach and methodology 2. Change of joint venture partner, service providers, and third-party providers, if applicable 3. Change of its Key Personnel and Support Staff
39.5 (d)	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.

42.4 (c)	The final reports, documents and other requirements as specified in the Terms of Reference have been submitted.
52.1	The total ceiling amount in Philippine Pesos is Six Hundred Thousand Pesos (PHP 600,000.00)
52.2	No further instructions.
53.2	No additional instructions.
53.4	Contract price shall be inclusive of Remunerations and Reimbursables
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is zero.
55.6	No further instructions.

Section VI. Terms of Reference

TERMS OF REFERENCE

ENGAGEMENT OF A THIRD-PARTY SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE FREEDOM OF INFORMATION (FOI) CAPSTONE (DATA SCIENCE RESEARCH AND DEVELOPMENT) PROJECT

BACKGROUND

On 23 July 2016, the Philippines had its first landmark policy on access to information through the issuance of Executive Order (EO) No. 2, s. 2016¹. This policy operationalizes the people's constitutionally mandated right to access information vested with public interest under the Executive Branch. Months later, the Presidential Communications Office (PCO) launched the Freedom of Information (FOI) Program² and the Electronic FOI (eFOI) Portal through www.foi.gov.ph³.

The Freedom of Information-Program Management Office (FOI-PMO), under the PCO by virtue of Executive Order (EO) No. 16, s. 2023⁴, continues to reinvent and implement innovative solutions to build and sustain trust, empower citizens, and deter corrupt practices at all levels of governance through the integration of data science research and development.

As the lead agency mandated for FOI implementation, the FOI-PMO carries on to engage with various agencies, industry partners, stakeholders, and service providers to further improve and enhance the delivery and quality of services it provides to the public.

It is in this perspective that FOI-PMO under the PCO shall re-engage a third-party service provider to help develop and implement the “**FOI Data Science Research and Development (R&D) Project**” to seek data science and Artificial Intelligence (AI)-based solutions to challenges and opportunities relevant to FOI-PMO's implementation of the FOI Program and for the continuous improvement of the Program.

OBJECTIVES

As the PCO-FOI PMO is committed to the principles of continual service improvement, this project is envisioned to enhance and improve the delivery and quality of its services through in-depth assessment and analysis of its existing processes and the development of necessary tools critical in addressing gaps and challenges in FOI implementation through various data science and AI application techniques.

DESCRIPTION OF ACTIVITIES

The engagement is aligned to deliver according to the following major projects:

NO	PROJECT NAME	DESCRIPTION
1	AUTOMATED PERSONALLY IDENTIFIABLE INFORMATION REDACTOR	A tool that automatically detects and removes sensitive information from a text, document, or data source. The program looks for common forms of personally identifiable information (PII), such as Social Security

¹ [Executive Order No. 2, s. 2016](#)

² [Department Order No. 18, s. 2017](#)

³ www.foi.gov.ph

⁴ [Executive Order No. 16, s. 2023](#)

		<p>System (SSS) and Unified Multi-Purpose ID (UMID) numbers, addresses, phone numbers, and email addresses, and swaps them out with placeholder characters so that the text/document can be shared safely on the front-end while retaining its original formatting.</p> <p>The goal of this tool is to comply with data privacy and protection regulations and reduce the risk of data breaches.</p>
2	TOPICAL AND THEMATIC MODELING OF DATA AND INFORMATION REQUESTS	<p>A tool that optimizes the eFOI Portal search engine and retrieval of information using topical and thematic modeling techniques to process, analyze, and produce trends analysis of data and other information requested through the eFOI Portal.</p> <p>The goal of this model is to improve decision-making, knowledge management, and the overall responsiveness of an agency to the needs of its stakeholders.</p>

I. SCOPE OF WORK

SCOPE OF WORK	KEY OUTPUT
Preparation of project and R&D proposal/s that are relevant to PCO-FOI PMO's use-case studies (<i>subprojects as stated in Chapter III, Description of Activities</i>)	<p>Proposals must have the following details:</p> <ul style="list-style-type: none"> ● Problem statement ● Proposed methodologies to be used, which include, but not limited to: <ul style="list-style-type: none"> ○ Data cleaning, processing, analysis; ○ Clustering; ○ Unsupervised machine learning (time-based/content-based); ○ Cross-validation/parameter tuning; ○ Development/packaging of Application Programming Interface (API). ● Data needs and other resources ● Key objectives and targets ● Project Mobilization Plan ● Drafting of TOR tailor-fitted to the approved proposal ● Target output/outcome of the proposed project
Conduct of regular consultation meetings with PCO-FOI PMO (as aligned with the Project Mobilization Plan)	<ul style="list-style-type: none"> ● Schedule of meetings to be finalized with PCO-FOI PMO
Preparation of project status reports to be submitted on a monthly basis or as needed	<ul style="list-style-type: none"> ● Project status reports

Preparation of turnover package, relative to the project, which includes but not limited to documentation, operation and maintenance manuals, and etc.

- Operation and Maintenance Manuals

II. ELIGIBILITY AND TECHNICAL REQUIREMENTS

Interested private firms/research institutions are required to submit the following:

Legal Documents

- a. Latest and Valid Mayor's/Business Permit;
- b. Philippine Government Electronic Procurement System (PhilGEPS) Certificate of Registration and Membership or PhilGEPS Registration Number (as condition for award);
- c. Latest and Valid Business/Income Tax Returns (ITR);
- d. Omnibus Sworn Statement (OSS);
- e. Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid within the relevant period provided in the Eligibility Data Sheet (EDS). The statement shall include, for each contract, the following:
 - i. the name and location of the contract;
 - ii. date of award of the contract (type and brief description of consulting services);
 - iii. consultant's role (whether main consultant, subconsultant, or partner in a JV);
 - iv. amount of contract;
 - v. contract duration; and
 - vi. certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract.
- f. Statement of the consultant/s specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae;
- g. If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

Original copies of the following Class "A" Documents shall remain as post-qualification requirements to be submitted in accordance with Section 34.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184:

Technical Documents

- a. Duly conformed and signed TOR;
- b. Certificates of Project Completion for government and/or private contracts similar in nature to the contract to be bid, within the last two (2) years;
- c. Organizational profile and background of the third-party service provider.

Financial Documents

- a. Bid Price (*please use the Request for Quotation (RFQ) Form as attached*)

III. CRITERIA FOR SHORTLISTING ELIGIBLE BIDDERS

The Service Provider must have at least three (3) Team Members who meet the following requirements in terms of competence, experience, and capacity to complete the project.

Criteria	Minimum Qualifications			Basis	Weight
Applicable relevant experience of the Service Provider	Handled at least three (3) similar contracts or grants with government entities or private companies or firms <i>Note: similar contracts or grants refer to the nature of the work which is the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling (scientific and highly technical in nature)</i>			Certificate of Satisfactory Service and/or Certificates of Completion and/or Acceptance	35%
	Should be an established Service Provider with at least three (3) years of relevant experience in data science and analytics				
Quality of personnel to be assigned to the project	Personnel	Education	Experience		30%
	Project Lead/ Project Manager/ Lead Data Scientist (1)	With a doctorate degree or PhD relevant to the field of requirement	At least five (5) years experience in the field requirement	Signed extensive curriculum vitae indicating the required qualifications; copies of relevant certifications and publications	

	Data Scientist and/or Engineer/team Members (2)	With Ph.D. relevant to the field of requirement	At least five (5) years' experience in the field requirement	Signed extensive curriculum vitae indicating the required qualifications; copies of relevant certifications and publications	25%
Capacity to execute the project	With at least one (1) on-going similar project within the contract period			List of on-going projects	10%

IV. CRITERIA FOR THE EVALUATION OF SHORTLISTED BIDDERS

For evaluation of the third-party service provider, its technical and financial proposal shall be given weight of **80% and 20%** respectively, based on the criteria provided in the TOR for a maximum of 100 points. Proposals for this project shall be evaluated using the Quality-Cost Based Evaluation Method, based on the following criteria:

Criteria	Basis
Technical Proposal (80%)	
Technical experience and capability of the third-party service provider (20%)	Records of previous engagement, quality, and extensive knowledge on the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling; must also have the required facilities, tools, equipment and software in securely managing, manipulating, and analyzing big datasets to efficiently carry out the deliverables stipulated in this TOR
Applicable years of relevant experience of the Service Provider (10%)	Experienced similar or related to the project, following industry standard approach and methodology in the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling

Quality of Personnel to be Assigned to the Project (20%)	Submitted signed extensive curriculum vitae, certifications, and years of experience in the field of data science and analytics
Plan of Approach and Methodology (30%)	Timing of deliverables, qualitative and quantitative result of the development, implementation, integration, testing, and deployment of data science and analytics systems, AI, machine learning and computational modeling
Financial Proposal (20%)	

The highest rated third-party service provider must have the highest rated score based on the Technical and Financial proposals submitted if the score passes the hurdle rate of 80%.

V. PROJECT TERMS AND CONDITIONS

The project, which is expected to be completed within six (6) months, has an ABC of **SIX HUNDRED THOUSAND PESOS (Php 600,000.00) ONLY** for this service, inclusive of VAT and all other expenses that will be incurred for the whole duration of the project.

To ensure continuous engagement during the process, the payout tranches for each milestone will be as follows:

Milestones	Deliverables	Completion Time	% of Contract Amount
TOR signing	<ul style="list-style-type: none"> Duly signed TOR 		10%
System Requirements Specification Document Provision and Approval	<ul style="list-style-type: none"> Detailed research methodology Documented timeline/system flowchart and requirements 	After two (2) weeks from the issuance of Notice to Proceed	10%
Systems Design, Implementation, Integration and Testing	<ul style="list-style-type: none"> Tool development based on the needed requirements specified in the TOR 	After 17 (seventeen) weeks from the approval of the System Requirements Specifications	40%

Roll-out, deployment operations, maintenance and training	<ul style="list-style-type: none"> • Development of a comprehensive manual which shall include the methodology/ies employed and other relevant materials for turnover • Capacity-building sessions or activities to end user and the FOI Team 	After four (4) weeks from the completion of the Systems Design, Implementation, Integration, and Testing	30%
Project completion sign-off	<ul style="list-style-type: none"> • Approved projects sign off a document from end-user and certification of completion 	After one (1) week from the completion of the Roll-out, Deployment, Operations, Maintenance, Training	10%

Each payment shall be supported by a Certificate of Acceptance based on the work rendered consisting of the actual outputs as certified by the third-party service provider and duly accepted by the Head of the Procuring Entity (HoPE) or his/her authorized representative.

VI. RESPONSIBILITIES

A. The **third-party service provider** shall:

1. Mobilize a project team who shall be responsible for the overall implementation of the project within the agreed timeframe;
2. Lead the implementation of all the activities that will be conducted under the project;
3. Lead the development and enhancement of all outputs that will be delivered for this project;
4. Closely coordinate with the PCO-FOI PMO team on the progress of the project;
5. Bill the PCO-FOI PMO according to the agreed schedule;
6. Submit regular project status reports or progress reports to the PCO-FOI PMO as required;
7. Enter into a Non-Disclosure Agreement (NDA) with the PCO-FOI PMO to ensure data privacy and information security in consideration of being granted conditional access to certain information that is directly or indirectly owned by, produced by, or in the possession of the PCO-FOI PMO, which prohibits the third-party service provider from disclosing personal, confidential, and proprietary information that was provided by the PCO-FOI PMO during the course of the project implementation;
8. Provide the PCO-FOI PMO a list of the materials that must be handed over upon completion of the project, including but not limited to tool applications and deployment instruction materials in the form of video files and manuals;
9. In the event of technical adversities, provide PCO-FOI PMO consultancy services and assistance to maintain and continue the technical implementation of the tool applications within six (6) months after completion of the project (warranty); and,
10. Undertake all other roles and responsibilities as may be deemed necessary for the implementation of this project

B. The **PCO-FOI-PMO** shall:

1. Designate a counterpart team who will closely work with the third-party service provider in the implementation of the project;
2. Make available all relevant materials (i.e. datasets, documents, reports, and other resources) related to the project;
3. Closely monitor project implementation, provide inputs and technical assistance, and verify and validate the applicability of all project proposals and other outputs;
4. Pay the project cost according to the agreed schedule;
5. Take exclusive ownership and rights to the tool applications that will be developed by the third-party service provider and implemented in the eFOI platform in accordance with the Intellectual Property (IP) Rights; and
6. Undertake all other roles and responsibilities as may be deemed necessary for the implementation of this project.

VII. APPLICABILITY

The AI-based tools, algorithms, and applications that shall be produced from the research and development projects are designed to be deployed and applicable in the existing eFOI Portal platform of the FOI Philippines, which, in similar nature of engagements, can be applied and/or utilized by other government agencies and non-government organizations sectors stakeholders of the FOI-PMO in pursuit of the protection and development of its domain/websites and other data science based programs, activities, and projects (P/A/Ps).

Section VII. Bidding Forms

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

- a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

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

General approach and methodology, work and staffing schedule

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

If subcontracting is allowed, add the following: If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

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

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

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

TPF 2. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____

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

On the Terms of Reference:

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

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

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

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

TPF 5. TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

--

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____
 Title: _____
 Address: _____

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	

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Consultant]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

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

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

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

7. *[Name of Consultant]* complies with existing labor laws and standards; and

8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

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

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized
Signatory]

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

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

NAME OF NOTARY PUBLIC

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

Bid-Securing Declaration

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

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of _____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

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

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

Costs of Consulting Services

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

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 exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

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

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

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

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

We remain,

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ⁵	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

⁵ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ⁶	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

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

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁷	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁷ Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁸				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁸ 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 _____ a and _____				
2.	_____ (telephone, telegram, telex)				
3.	Drafting, reproduction of reports				
4.	Equipment: vehicles, computers, etc.				
	Software				
	Grand Total				

FORM OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Consultant

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

Section VIII. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel and Subconsultants

List under:

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

IV. Breakdown of Contract Price

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

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

V. Services and Facilities Provided by the Client

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

VI. Consultant's Representations Regarding Costs and Charges

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

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

(iv) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^9 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and

⁹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

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

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

2. Reimbursables

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

3. Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES¹⁰

[Currencies: _____¹¹]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ¹²	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

¹⁰ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

¹¹ If different currencies, a different table for each currency should be used.

¹² Per month, day, or hour as appropriate.

