

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT OF CONSULTING SERVICES**

**FOR THE DEVELOPMENT OF THE  
FISCAL INCENTIVES REGISTRATION  
AND MONITORING SYSTEM**

**Government of the Republic of the Philippines**

**PBD-EPA-2024-004  
December 2023**

# 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 Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (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, respectively.

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# ***Section I. Request for Expression of Interest***

## **Notes on Request for Expression of Interest**

The Request for Expression of Interest provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Request for Expression of Interest shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the IRR of R.A. 9184<sup>1</sup>;

Apart from the essential items listed in the Bidding Documents, the Request for Expression of Interest should also indicate the following:

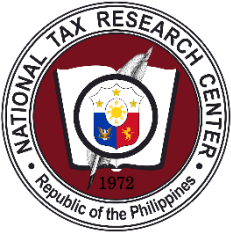
- (a) The date of availability of the Bidding Documents, the place where it may be secured and the deadline for submission of the Expression of Interest (EOI) together with the application for eligibility;
- (b) The set of criteria and rating system for short listing of prospective bidders to be used for the particular contract to be Bid, which shall consider the following, among others:
  - (i) Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firms or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants;

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

- (ii) Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking; and
- (iii) Current workload relative to capacity;
- (c) The number of consultants to be short listed and the procedure to be used in the evaluation of Bids of short listed consultants, *i.e.*, QBE or QCBE; and if QCBE, the weights to be allocated for Technical and Financial Proposals; and
- (d) The contract duration.

In the case of WB funded projects, the Request for Expression of Interest shall be sent to all who have expressed an interest in undertaking the services as a result of any General Procurement Notice issued. In addition, it shall also be sent to all heads of associations of consultants within the area where the project will be undertaken.



Republic of the Philippines  
**DEPARTMENT OF FINANCE**  
**NATIONAL TAX RESEARCH CENTER**  
8<sup>th</sup> Floor, EDPC Building, BSP Complex,  
Roxas Boulevard cor. Pablo Ocampo St., Manila



## **REQUEST FOR EXPRESSION OF INTEREST FOR DEVELOPMENT OF THE FISCAL INCENTIVES REGISTRATION AND MONITORING SYSTEM**

1. The **National Tax Research Center (NTRC)**, through the authorized appropriations under the **FY 2024 National Expenditure Program<sup>2</sup>** intends to apply the sum **Ten Million Pesos Only (Php 10,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Development of the Fiscal Incentives Registration and Monitoring System with Identification No. PBD-EPA-2024-004**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The **NTRC** calls for the submission of eligibility documents for **Development of the Fiscal Incentives Registration and Monitoring System**. Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before:

<b>DATE</b>	<b>ACTIVITY</b>	<b>ADDRESS</b>
<b>December 20, 2023 at 10:00 a.m.</b>	Deadline of Submission of Eligibility Documents	Yongco Meeting Room, 8 <sup>th</sup> Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila
<b>December 20, 2023 at 10:30 a.m.</b>	Opening of Eligibility Documents	Yongco Meeting Room, 8 <sup>th</sup> Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila

Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.

3. Interested bidders may obtain further information from **NTRC BAC Secretariat** and inspect the Bidding Documents at the address given below during **Monday to Friday, from 8:00 a.m. to 5:00 pm.**
4. A complete set of Bidding Documents may be acquired by interested Bidders on **December 7, 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos Only (Php 25,000.00).**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity,

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<sup>2</sup> In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of LGUs, the Budget for the contract approved by the respective Sanggunian. (Section 5(a), R.A. 9184)

provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

For submission of eligibility requirements, payment is not required. Bid document fee shall be required only from bidders that are declared eligible and are included in the shortlist. Bid documents fee shall be paid on or before submission of technical and financial proposals

5. The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”, and its Implementing Rules and Regulations (IRR). The short list may consist of **three (3) prospective bidders** who will be entitled to submit bids provided that should only one (1) or less than the required number apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required to be in the short list, the BAC shall consider the same. The BAC shall invite the short listed consultants through the Notice of Eligibility and Short Listing. The short listed consultants shall then be required to pay the applicable fee for the Bidding Documents. The criteria and rating system for short listing are:

Criteria	Points
A. Firm experience	50
B. Qualification of personnel	30
C. Current workload relative to job capacity	20
<b>Total</b>	<b>100</b>

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

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.

7. The Procuring Entity shall evaluate bids using the **Quality Based Evaluation (QBE)**. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
8. The contract shall be completed on or before **December 31, 2024**.
9. The **NTRC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

**Mr. Brandon Jorjs V. Holgado**  
Chairperson, BAC Secretariat  
National Tax Research Center  
Email Address: bacsecretariat@ntrc.gov.ph  
Contact No.: 8527-41-27

  
**ELIZABETH MIRIAM L. PAREDES**  
Chairperson, Bids and Awards Committee



## ***Section II. Eligibility Documents***

### **Notes on the Eligibility Documents**

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

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

## 1. Eligibility Criteria

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

## 2. Eligibility Requirements

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

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

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS. (Annex B and C)** 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 (**Annex D**) 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. (**Annex E**)

- (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***

### **Notes on the Eligibility Data Sheet**

This Section is intended to assist the Procuring Entity in providing the specific information and requirements in relation to corresponding clauses in the Eligibility Documents, and has to be prepared for each specific procurement.

The Procuring Entity should specify in this Section the information and requirements specific to the circumstances of the Procuring Entity, the processing of the eligibility, and the rules that will apply in the determination and evaluation of eligibility.

In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of the Eligibility Documents must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of the Eligibility Documents as necessitated by the circumstances of the specific procurement, must also be incorporated.



# Eligibility Data Sheet

Eligibility Documents	
1.2	No further instructions.
1.3	No further instructions.
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within <b>five (5) years</b> prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	Consultants must provide Certificate of Good Standing, Satisfactory Completion, Project Acceptance Certificate or equivalent document.
4.2	<p>Each prospective bidder shall submit <b>one (1) original and two (2) copies</b> of its eligibility documents with the following labels: All submissions must be contained and sealed in one (1) package. Each sealed Bid shall be labeled as follows:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>DEVELOPMENT OF THE FISCAL INCENTIVES REGISTRATION AND MONITORING SYSTEM</b></p> <p><b>ELIGIBILITY DOCUMENTS</b></p> <p>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS &amp; TELEPHONE NUMBER]</p> <p>ELIZABETH MIRIAM L. PAREDES CHAIRPERSON NATIONAL TAX RESEARCH CENTER - BIDS AND AWARDS COMMITTEE MALATE, MANILA</p> <p>DO NOT OPEN BEFORE: <b>December 20, 2023 at 10:30 a.m.</b></p> <p>Check One:  <input type="checkbox"/> Original – Eligibility Documents  <input type="checkbox"/> Copy No. 1 – Eligibility Documents  <input type="checkbox"/> Copy No. 2 – Eligibility Documents</p> </div>
4.3. (e)	<p><b>Bids and Awards Committee</b> National Tax Research Center 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila</p>
4.3. (f)	Development of the Fiscal Incentives Registration and Monitoring System with Identification No. PBD-EPA-2024-004
5	The address for submission of eligibility documents is:

	<p><b>Bids and Awards Committee</b>  National Tax Research Center  8th Floor, EDPC Bldg., BSP Complex,  Roxas Blvd. cor. P. Ocampo St., Malate, Manila  Telephone Number: 8527-4127</p> <p>Or via e-mail address at: bacsecretariat@ntrc.gov.ph</p> <p>The deadline for submission of eligibility documents is <b>December 20, 2023 at 10:00 a.m.</b></p> <p>The place of opening of eligibility documents is <b>8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila and via Google Meet.</b></p> <p>The date and time of opening of eligibility documents is <b>December 20, 2023 at 10:30 a.m.</b></p>										
9.1	No further instructions.										
9.2	<p>The Shortlisting Criteria for the project shall be as follows: (Minimum points required: 70 points provided that no score for the below criterion is lower than 50% of the maximum allocated points.)</p> <table border="1" data-bbox="608 1055 1198 1216"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>A. Firm experience</td> <td>50</td> </tr> <tr> <td>B. Qualification of personnel</td> <td>30</td> </tr> <tr> <td>C. Current workload relative to job capacity</td> <td>20</td> </tr> <tr> <td><b>Total</b></td> <td><b>100</b></td> </tr> </tbody> </table>	Criteria	Points	A. Firm experience	50	B. Qualification of personnel	30	C. Current workload relative to job capacity	20	<b>Total</b>	<b>100</b>
Criteria	Points										
A. Firm experience	50										
B. Qualification of personnel	30										
C. Current workload relative to job capacity	20										
<b>Total</b>	<b>100</b>										

## ***Section IV. Eligibility Forms***

ELIGIBILITY DOCUMENTS SUBMISSION FORM

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[Date]

**Bids and Awards Committee**

National Tax Research Center  
8th Floor, EDPC Bldg., BSP Complex,  
Roxas Blvd. cor. P. Ocampo St., Malate, Manila

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

ANNEX "B"

**STATEMENT OF ON-GOING PROJECTS**

List of On-going Government and Private Contracts, including contracts awarded but not yet started, whether similar or not in nature and complexity to the contract to be bid within the last **insert number of years** prior to deadline for the submission and receipt of Eligibility Documents.

Name of Consultant : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name and Location of Project	Description of the Project	Classification (Government/Private)	Date of Contract	Type of Consulting Services	Amount of Contract	Contract Duration
1						
2						
3						
4						
5						
6						
7						
8						

Attachment/s:

- 1. Notice of Award and/or Contract; and
- 2. Notice to Proceed issued by the Client (for projects already started).

Submitted by:

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

Company Name:

Position:

Date:

## STATEMENT OF COMPLETED PROJECTS

List of Completed Government and Private Contracts, including contracts, whether similar or not in nature and complexity to the contract to be bid within the last FIVE (5) years prior to deadline for the submission and receipt of Eligibility Documents.

Name of Consultant : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name and Location of Project	Description of the Project	Classification (Government/Private)	Date of Contract	Type of Consulting Services	Amount of Contract	Contract Duration
1						
2						
3						
4						
5						
6						
7						
8						

Note: This statement shall be supported with (whichever is available)

1. Clearance issued by the procuring entity
2. Certificate of Completion issued by the procuring entity
3. Invoice/Official Receipts representing full payment of the completed project

Submitted by:

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

Company Name:

Position:

Date:

STATEMENT OF THE CONSULTANT'S NATIONALITY

**Bids and Awards Committee**

National Tax Research Center  
8th Floor, EDPC Bldg., BSP Complex,  
Roxas Blvd. cor. P. Ocampo St., Malate, Manila

Ladies/Gentlemen:

In compliance with the requirements of the National Tax Research Center - Bids and Awards Committee for the bidding of the **Development of the Fiscal Incentives Registration and Monitoring System with Identification No. PBD-EPA-2024-004**. I/We hereby declare the following:

[Select one and delete the rest].

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

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

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

That the proposed partners/ key staff who shall actually perform the services possess the necessary technical and professional competence as required under ED Clause 1.2;

That the following are the proposed Consultants:

Name of Proposed Consultant	Proposed Position	Nationality	Proof of Identification
1.			
2.			
3.			
4.			

That attached herewith are the Curriculum Vitae of the abovementioned personnel.

Very truly yours,

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

Company Name:

Position:

Date:

**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** \_\_\_\_.

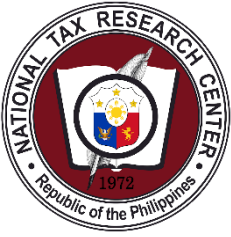
*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice, **also required to be submitted/attached is a photocopy of identification card used.***

Note:

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

***Section I. Notice of Eligibility and  
Short Listing***



Republic of the Philippines  
**DEPARTMENT OF FINANCE**  
**NATIONAL TAX RESEARCH CENTER**  
8<sup>th</sup> Floor, EDPC Building, BSP Complex,  
Roxas Boulevard cor. Pablo Ocampo St., Manila



*[Insert Date]*

*[Name and Address of Short Listed Consultant]*

Dear *[Addressee]*:

1. The **National Tax Research Center (NTRC)** (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from the authorized appropriations under the **FY 2024 National Expenditure Program** (hereinafter called the “Funding Source”) toward the cost of **Development of the Fiscal Incentives Registration and Monitoring System**. The Procuring Entity intends to apply a portion of the funds in the amount of **Ten Million Pesos Only (Php 10,000,000.00)** to eligible payments under the contract for **Development of the Fiscal Incentives Registration and Monitoring System** for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services for the **Development of the Fiscal Incentives Registration and Monitoring System**. More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance **Quality Based Evaluation (QBE)** procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short listed consultants:  
*[Insert list of short listed consultants]*
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired at **8<sup>th</sup> Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila** during **Monday to Friday, from 8:00 a.m. to 5:00 p.m.** upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos Only (Php 25,000.00)**.
7. The NTRC will hold a Pre-Bid Conference on **December 29, 2023 at 9:30 a.m.** via Google Meet, which shall be open to all short-listed consultants.

Yours sincerely,

  
**ELIZABETH MIRIAM L. PAREDES**  
Chairperson, Bids and Awards Committee

# **Bidding Documents**

## **Republic of the Philippines**

### **Development of the Fiscal Incentives Registration and Monitoring System**

# *Section II. Instructions to Bidders*

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## **A. General**

### **1. Introduction**

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

### **2. Conflict of Interest**

- 2.1. The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:



- (k) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (l) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (m) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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

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

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

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

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

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

#### 4. Consultant's Responsibilities

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB** Clause 10.2(d).
- 4.2. The Consultant is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for this Project, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
  - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
  - (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
    - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

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

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

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.

- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## **5. Origin of Associated Goods**

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

## **6. Subcontracts**

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

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

### **7. Pre-Bid Conference**

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will

be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.

- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **8. Clarifications and Amendments to Bidding Documents**

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

## **C. Preparation of Bids**

### **9. Language of Bids**

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

## **10. Documents Comprising the Bid: Technical Proposal**

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

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

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

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
  - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.



- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
- (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
  - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
  - (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
  - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
  - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
  - (vi.2) failed to state nationality on the CV; or
  - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

## **11. Documents Comprising the Bid: Financial Proposal**

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity,

FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

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

## **12. Alternative Bids**

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

## **13. Bid Currencies**

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

## 14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

## 15. Bid Security

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

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

<i>financial instrument.</i>	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
  - (a) if a Consultant:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;

- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
  - (iii) any other reason stated in the **BDS**.

## **16. Format and Signing of Bids**

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2)

separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.

- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section VII hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **17. Sealing and Marking of Bids**

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL PROPOSAL” and “COPY NO. \_\_\_ – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 18.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

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

### **18. Deadline for Submission of Bids**

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

### **19. Late Bids**

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

### **20. Modification and Withdrawal of Bids**

- 20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its



bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

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

### **21. Opening and Preliminary Examination of Bids**

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with **ITB** Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration

unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .

- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

## **22. Process to be Confidential**

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

## **23. Clarification of Bids**

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

## **24. Bid Evaluation**

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

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

## **25 Evaluation of Technical Proposals**

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.

- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:

- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
- (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
- (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:

- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
- (b) failure to submit any of the technical requirements provided under this **ITB** and TOR;
- (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described

in **ITB** Clauses 2.1(k) to (c) and failed to make a proper statement to that effect in the cover letter; or

(d) the Technical Proposal included any cost of the services.

## **26 Opening and Evaluation of Financial Proposals**

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

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

## **27 Negotiations**

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

27.2 Negotiations shall cover the following:

- (a) Discussion and clarification of the TOR and Scope of Services;
- (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
- (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
- (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
- (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
- (f) Provisions of the contract.

27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no

replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

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

## **28 Post Qualification**

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

necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

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

## **29 Reservation Clause**

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant’s capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

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

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

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

30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant

with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
  - (i) Valid JVA, if applicable;
  - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
  - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

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

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

31.4 The following documents shall form part of the contract:

- (1) Contract Agreement;
- (2) Bidding Documents;
- (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response



to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- (4) Performance Security;
- (5) Notice of Award of Contract; and
- (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 32. Performance Security

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

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

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

<i>other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

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

### **33. Notice to Proceed**

33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

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

### **34. Protest Mechanism**

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



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

### **Notes on the Bid Data Sheet**

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b>National Tax Research Center.</b></p> <p>The evaluation procedure is:</p> <p><b>Quality Based Evaluation (QBE)</b></p> <p>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.</p>
1.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the authorized appropriations under the <b>FY 2024 National Expenditure Program.</b></p> <p>The name of the project is <b>Development of the Fiscal Incentives Registration and Monitoring System.</b></p>
1.3	<p>Under Section 306 of the National Internal Revenue Code (NIRC) of 1997, as amended by the Corporate Recovery and Tax Incentives for Enterprises (CREATE) Act, the Department of Finance, all heads of the Investment Promotion Agencies (IPAs) and other government agencies administering tax incentives shall submit to the Fiscal Incentive Review Board (FIRB) per firm-and per registered project-or activity-level in a machine-readable format: (1) Data on tax incentives based on submissions of registered business enterprises (RBEs) and other registered entities; and (2) Other investment and non-investment related data. Moreover, the FIRB shall generate the aforementioned reports upon the establishment of the reporting system in the <b>Fiscal Incentives Registration and Monitoring System (FIRMS)</b> pursuant to Rule 11, Section 4 of the Implementing Rules and Regulations (IRR) of the CREATE Act to operationalize this mandate, the <b>FIRMS</b> has been developed mainly to capture the registration of business enterprises (BEs), applying for fiscal incentives and monitoring activities of the FIRB and the IPA.</p> <p>Further, under Section 297 (I) of the NIRC, as amended by the CREATE Act, the FIRB also has the power to obtain information, examine, inquire and receive from government-owned or controlled corporations (GOCCs), government instrumentalities (GIs), government commissaries, state universities and colleges (SUCs), and local government units, documents, records, books, or other data relevant or material to the resolution of issues arising from the approval, disapproval, cancellation, suspension, withdrawal or forfeiture of tax subsidy. Thus, the <b>FIRMS</b> will enable the FIRB to evaluate tax subsidies applications and monitor compliance.</p> <p>Currently, the <b>FIRMS</b> is used by the BEs to register and apply for fiscal incentives and also allows the IPAs and the FIRB to accept, review, and approve or deny projects applying for fiscal incentives. The <b>FIRMS</b> can generate a Certificate of Registration (COR) and Certificate of Entitlement to Tax Incentives (CETI), which facilitate the availment of fiscal incentives.</p>

	In this regard, the National Tax Research Center (NTRC) intends to engage a service provider to further develop and enhance the FIRMS by integrating additional features that will streamline and automate the functions of the FIRB, NTRC, and the IPAs.
1.4	Please refer to the attached Terms of Reference.
5	No further instructions.
6.1	Subcontracting is not allowed.
6.2	Not applicable.
7.1	The Procuring Entity will hold a pre-bid conference for this Project on <b>December 29, 2023 at 9:30 a.m.</b> via Google Meet.
8.1	The Procuring Entity's address is:  <b>Bids and Awards Committee</b> National Tax Research Center 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila Telephone Number: 8527-4127
10.1(b)	Please refer to attached Terms of Reference.
10.1(c)	Please refer to attached Terms of Reference.
11.5	Taxes: <b>All applicable Government Taxes.</b>
11.7	The ABC is <b>Ten Million Pesos Only (Php 10,000,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in <b>Philippine Pesos.</b>
13.3	No further instructions.
14.1	Bids will be valid until <b>one hundred twenty (120) calendar days</b> from the date of the opening of bids.
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 <b>Two Hundred Thousand Pesos (Php 200,000.00)</b> [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 <b>Five Hundred Thousand Pesos (Php 500,000.00)</b> [5% of ABC], if bid security is in Surety Bond.
15.2	The bid security shall be valid until <b>one hundred twenty (120) calendar days.</b>

15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	<p>Each prospective bidder shall submit <b>one (1) original and two (2) copies</b> of its eligibility documents with the following labels: All submissions must be contained and sealed in one (1) package. Each sealed Bid shall be labeled as follows:</p> <div data-bbox="422 510 1385 1108" style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <p style="text-align: center;"><b>DEVELOPMENT OF THE FISCAL INCENTIVES REGISTRATION AND MONITORING SYSTEM</b></p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS &amp; TELEPHONE NUMBER]</p> <p style="text-align: center;">VENCHITO P. SALVADOR CHAIRPERSON NATIONAL TAX RESEARCH CENTER - BIDS AND AWARDS COMMITTEE MALATE, MANILA</p> <p style="text-align: center;">DO NOT OPEN BEFORE: <b>January 10, 2024 at 10:30 a.m.</b></p> <p style="text-align: right;">Check One: <input type="checkbox"/> Original <input type="checkbox"/> Copy No. 1 <input type="checkbox"/> Copy No. 2</p> </div> <div data-bbox="422 1176 1385 1848" style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <p style="text-align: center;"><b>DEVELOPMENT OF THE FISCAL INCENTIVES REGISTRATION AND MONITORING SYSTEM</b></p> <p style="text-align: center;"><b>TECHNICAL COMPONENT</b></p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS &amp; TELEPHONE NUMBER]</p> <p style="text-align: center;">VENCHITO P. SALVADOR CHAIRPERSON NATIONAL TAX RESEARCH CENTER - BIDS AND AWARDS COMMITTEE MALATE, MANILA</p> <p style="text-align: center;">DO NOT OPEN BEFORE: <b>January 10, 2024 at 10:30 a.m.</b></p> <p style="text-align: right;">Check One: <input type="checkbox"/> Original – Technical Component <input type="checkbox"/> Copy No. 1 – Technical Component <input type="checkbox"/> Copy No. 2 – Technical Component</p> </div> <div data-bbox="422 1915 1385 2018" style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;"><b>DEVELOPMENT OF THE FISCAL INCENTIVES REGISTRATION AND MONITORING SYSTEM</b></p> </div>

	<p style="text-align: center;"><b>FINANCIAL COMPONENT</b></p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS &amp; TELEPHONE NUMBER]</p> <p style="text-align: center;">VENCHITO P. SALVADOR CHAIRPERSON NATIONAL TAX RESEARCH CENTER - BIDS AND AWARDS COMMITTEE MALATE, MANILA</p> <p style="text-align: center;">DO NOT OPEN BEFORE: <b>January 10, 2024 at 10:30 a.m.</b></p> <p style="text-align: right;">Check One:  <input type="checkbox"/> Original – Financial Component  <input type="checkbox"/> Copy No. 1 – Financial Component  <input type="checkbox"/> Copy No. 2 – Financial Component</p>
18	<p>The address for submission of bids is:</p> <p>National Tax Research Center 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila Telephone Number: 8527-4127</p> <p>Or via e-mail address at: bacsecretariat@ntrc.gov.ph</p> <p>Deadline for submission of bids is <b>January 10, 2024 at 10:00 a.m.</b></p>
21.2	<p>The address for opening of bids is:</p> <p>National Tax Research Center 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila</p> <p>And Via Google Meet.</p> <p>The date and time for opening of bids is <b>January 10, 2024 at 10:30 a.m.</b></p>
22.1	<p>No further instructions.</p>
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</p> <p>b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with <b>ITB</b> Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however, that the Highest Rated Bid shall pass the minimum score</i></p>



	<p>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 <b>three (3) calendar days</b>, 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 <b>ITB</b> 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 <b>ITB</b> Clause 11.7.</p>
25.3	<p>The numerical weight and the minimum required St for each criterion are as follows: <b>Please refer to the attached Terms of Reference (TOR).</b></p> <p>The minimum St required to pass is: <b>Please refer to the attached Terms of Reference (TOR).</b></p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p>
26.1	<p>The opening of Financial Proposals shall be on: <b>January 15, 2024 at 10:00 a.m.</b> at National Tax Research Center, 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila and via Google Meet.</p> <p>Financial Proposals shall be opened in public.</p>
26.2	<p><b><i>For Quality Based Evaluation (QBE):</i></b> 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 <b>ITB</b> Clause 25 and this BDS. The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in <b>ITB</b> 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 <b>ITB</b> 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</p>

	<p>the applicable laws.</p> <p>The negotiations shall be done in accordance with <b>ITB</b> Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed</p>
27.1	<p>The address for negotiations is:</p> <p><b>National Tax Research Center</b> 8th Floor, EDPC Bldg., BSP Complex, Roxas Blvd. cor. P. Ocampo St., Malate, Manila</p>
27.2(e)	<p>If the evaluation procedure mentioned in <b>ITB</b> Clause 1.1 is QCBE, state the following:</p> <p>No negotiations pertaining to the Financial Proposal shall be undertaken.</p>
28.2	No additional requirement.
31.4.6	No additional requirement.
32.1	No further instructions.
33.2	The effective date of the contract is <b>upon receipt of Notice to Proceed.</b>

# *Section IV. General Conditions of Contract*

## **Notes on the General Conditions of Contract**

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

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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## 1. Definitions

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

the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in GCC Clause 39.

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

## **2. Headings**

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

## **3. Location**

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

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

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

## **5. Language**

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

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

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

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

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

## **7. Authority of Member in Charge**

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

## **8. Resident Project Manager**

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

## **9. Entire Agreement**

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

## **10. Modification**



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

## **11. Relationship of Parties**

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

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

## **12. Authorized Representatives**

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

## **13. Good Faith**

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

## **14. Operation of the Contract**

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

## **15. Notices**

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered

mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

15.2 Notice shall be deemed to be effective as specified in the SCC.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

## **16. Warranty as to Eligibility**

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

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

## **17. Confidentiality**

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

## **18. Payment**

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

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

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

## **19. Currency of Payment**

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

## **20. Liability of the Consultant**

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

## **21. Insurance to be Taken Out by the Consultant**

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

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

## **22. Effectivity of Contract**

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

## **23. Commencement of Services**

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

## **24. Expiration of Contract**

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

## **25. Force Majeure**

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

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

- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
  - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
  - (c) insufficiency of funds or failure to make any payment required hereunder; or
  - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

## **26. Suspension**

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

## **27. Termination by the Procuring Entity**

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
  - (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
  - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
  - (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

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

## **28. Termination by the Consultant**

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

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

## 29. Procedures for Termination of Contracts

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

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

### **30. Cessation of Services**

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

### **31. Payment Upon Termination**

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

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

### **32. Disputes about Events of Termination**

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

### **33. Cessation of Rights and Obligations**

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

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

### **34. Dispute Settlement**



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

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

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

### **36. Equipment and Materials Furnished by the Procuring Entity**

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

### **37. Services, Facilities and Property of the Procuring Entity**

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix,

provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

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

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

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

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

### **39. Personnel**

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

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

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

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

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

#### **40. Working Hours, Overtime, Leave, etc.**

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

- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
  - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

#### **41. Counterpart Personnel**

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

#### **42. Performance Security**

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

- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
  - (b) The Consultant has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

### **43. Standard of Performance**

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

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

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

### **45. Procurement by the Consultant**

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

#### **46. Specifications and Designs**

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

#### **47. Reports**

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

#### **48. Assistance by the Procuring Entity on Government Requirements**

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

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

- (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

#### **49. Access to Land**

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

#### **50. Subcontract**

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

#### **51. Accounting, Inspection and Auditing**

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

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

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

## **52. Contract Cost**

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

## **53. Remuneration and Reimbursable Expenditures**

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:



- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

## **54. Final Payment**

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

by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

## **55. Lump Sum Contracts**

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

## **56. Liquidated Damages for Delay**

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



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

## **Notes on the Special Conditions of Contract**

Similar to the BDS in Section III, the Clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: <b>The Government of the Philippines (GoP)</b>
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as 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	Not applicable.
10	No further instructions.
12	<p>The Authorized Representatives are as follows: For the Procuring Entity:</p> <p><b>Mr. Jossef Eleazar B. Lacson</b> Deputy Executive Director – Monitoring and Evaluation Group National Tax Research Center Email Address: meg.ded@ntrc.gov.ph and jossef.lacson@ntrc.gov.ph</p> <p><b>Mr. Ian Emmanuel E. Leuterio</b> Deputy Executive Director – Fiscal Incentives Management Group National Tax Research Center Email Address: ian.leuterio@ntrc.gov.ph</p> <p>For the Consultant: _____ <i>NOTE: Name of authorized representative to be filled out by winning consultant prior to contract signing.</i></p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: <b>National Tax Research Center</b> Attention: <b>Mr. Brandon Jorjs V. Holgado</b> Chairperson, BAC Secretariat National Tax Research Center Email Address: bacsecretariat@ntrc.gov.ph Contact No.: 8527-41-27</p> <p>Consultants: <i>[insert name of the Consultant]</i> Attention: <i>[insert name of the Consultant's authorized representative]</i> Address: _____ Facsimile: _____ Email Address: _____ <i>NOTE: Contact details to be filled out by winning consultant prior to contract signing.</i></p>
15.2	Notice shall be deemed to be effective in the case of personal delivery or

	registered mail, on delivery.
18.3	<i>State here Consultant's account where payment may be made.</i> <b>NOTE: Details of account to be filled out by winning consultant prior to contract signing.</b>
19	No further instructions.
20	No additional provision
22	None.
24	The time period shall be <b>such other time period as the parties may agree in writing.</b>
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: <b>Please refer to the attached Terms of Reference.</b>
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are: <b>Please refer to the attached Terms of Reference.</b>
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is _____.  <b>NOTE: The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</b>
52.2	No further instructions.
53.2	No additional instructions.
53.4	Please refer to the attached Terms of Reference.
53.5(a)	No advance payment is allowed.
(c)	The interest rate is: <b>Zero.</b>
55.6	No further instructions.

## ***Section VI. Terms of Reference***

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

***Please refer to the attached Terms of Reference.***

## ***Section VII. Bidding Forms***

Eligibility Documents Submission Form.....	20
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Bid Securing Declaration .....	121
Financial Proposal Forms .....	11223
Form of Contract Agreement .....	119



## TECHNICAL PROPOSAL FORMS

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### **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 Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

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

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

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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**

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**TPF 5. TEAM COMPOSITION AND TASK**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
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.

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

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

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

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

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

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

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

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

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

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

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

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

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

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



**TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location \_\_\_\_\_

Part-time: \_\_\_\_\_  
  
 Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

## TPF 8. ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

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

### B. Completion and Submission of Reports

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

## OMNIBUS SWORN STATEMENT

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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

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### **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

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[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

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

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

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

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

We remain,

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

## FPF 2. SUMMARY OF COSTS

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Costs	Currency(ies) <sup>3</sup>	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

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<sup>3</sup> 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) <sup>4</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

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<sup>4</sup> 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 <sup>5</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

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<sup>5</sup> Staff months, days, or hours as appropriate.

**FPF 5. REIMBURSABLES PER ACTIVITY**

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

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

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs <sup>6</sup>				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

<sup>6</sup> Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

## FPF 6. MISCELLANEOUS EXPENSES

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

## FORM OF CONTRACT AGREEMENT

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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

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Binding Signature of Consultant

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*[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:

$$\text{Leave cost as percentage of salary}^7 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

**(v) Overheads**

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

**(vi) Fee or Profit**

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

**(vii) Away from Headquarters Allowance or Premium**

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

**(viii) Subsistence Allowances**

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<sup>7</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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 RATES<sup>8</sup>

[Currencies: \_\_\_\_\_<sup>9</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>10</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

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

Title: \_\_\_\_\_

<sup>8</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>9</sup> If different currencies, a different table for each currency should be used.

<sup>10</sup> Per month, day, or hour as appropriate.



## TERMS OF REFERENCE

### Development of the Fiscal Incentives Registration and Monitoring System

#### I. Project background

Under Section 306 of the National Internal Revenue Code (NIRC) of 1997, as amended by the Corporate Recovery and Tax Incentives for Enterprises (CREATE) Act, the Department of Finance, all heads of the Investment Promotion Agencies (IPAs) and other government agencies administering tax incentives shall submit to the Fiscal Incentive Review Board (FIRB) per firm-and per registered project-or activity-level in a machine-readable format: (1) Data on tax incentives based on submissions of registered business enterprises (RBEs) and other registered entities; and (2) Other investment and non-investment related data. Moreover, the FIRB shall generate the aforementioned reports upon the establishment of the reporting system in the **Fiscal Incentives Registration and Monitoring System (FIRMS)** pursuant to Rule 11, Section 4 of the Implementing Rules and Regulations (IRR) of the CREATE Act to operationalize this mandate, the **FIRMS** has been developed mainly to capture the registration of business enterprises (BEs), applying for fiscal incentives and monitoring activities of the FIRB and the IPA.

Further, under Section 297 (I) of the NIRC, as amended by the CREATE Act, the FIRB also has the power to obtain information, examine, inquire and receive from government-owned or controlled corporations (GOCCs), government instrumentalities (GIs), government commissaries, state universities and colleges (SUCs), and local government units, documents, records, books, or other data relevant or material to the resolution of issues arising from the approval, disapproval, cancellation, suspension, withdrawal or forfeiture of tax subsidy. Thus, the FIRMS will enable the FIRB to evaluate tax subsidies applications and monitor compliance.

Currently, the FIRMS is used by the BEs to register and apply for fiscal incentives and also allows the IPAs and the FIRB to accept, review, and approve or deny projects applying for fiscal incentives. The FIRMS can generate a Certificate of Registration (COR) and Certificate of Entitlement to Tax Incentives (CETI), which facilitate the availment of fiscal incentives.

In this regard, the National Tax Research Center (NTRC) intends to engage a service provider to further develop and enhance the FIRMS by integrating additional features that will streamline and automate the functions of the FIRB, NTRC, and the IPAs.

#### II. Definition of terms

In the context of this document, the following terms are defined and used as follows:

- (A) **“American National Standards Institute (ANSI)”** shall refer to a private, non-profit organization that administers and coordinates the United States voluntary standards and conformity assessment system;
- (B) **“Angular”** is an open-source web application framework platform for building mobile and web applications;
- (C) **“Angular Framework”** shall refer to a platform and framework for building single-page client applications using Hyper Text Markup Language (HTML) and TypeScript. Angular is written in TypeScript. The Angular Framework implements core and optional functionality as a set of TypeScript libraries that will be imported into the web applications;
- (D) **“Annual Benefits Report (ABR)”** refers to the detailed report on benefits, which includes data such as but not limited to, the approved and actual amount of investments, approved and actual employment level and job creation, including information on the quality of jobs and hiring of foreign and local workers, dividend payout, and all taxes paid and withheld, among others;
- (E) **“Annual Tax Incentives Report (ATIR)”** refers to the detailed report on tax incentives availed in a taxable year. This report contains activity- or project-level data, such as but not limited to, income-based tax incentives, VAT exemptions and zero-rating, customs duty exemptions, deductions, credits or exclusions from the income tax base, and exemptions from local taxes, among others;
- (F) **“Apache”** shall refer to Apache Hypertext Transfer Protocol (HTTP) server, which is a free and open-source cross-platform web server software;
- (G) **“Application Programming Interface (API)”** shall refer to a software intermediary that allows two (2) applications or information systems to interact with each other;
- (H) **“C# .Net Core”** is a Microsoft (MS) software development framework which shall refer to the target development framework that the FIRMS will be migrated to;
- (I) **“Certificate of Authority to Import (CAI)”** refers to the document issued by the IPAs as proof of entitlement for tax and duty-free importation which shall contain the list of capital equipment, raw materials, spare parts or accessories to be imported;
- (J) **“Certificate of Entitlement to Tax Incentives (CETI)”** refers to the document issued by the IPAs as proof of entitlement for tax incentives;



- (K) **"Certificate of Entitlement to Subsidy (CES)"** refers to the document issued by the FIRB certifying the amount of tax subsidy that is granted in favor of NGAs, GOCCs, GIs, SUCs, and other government entities as may be provided under the annual General Appropriations Act;
- (L) **"Certificates of Knowledge Training Conducted (CKTC)"** refers to the document issued by the Consultant as proof that they have completed all necessary trainings to the NTRC;
- (M) **"Certificate of Penetration Test and Remediation (CPTR)"** shall refer to the certification issued by the Consultant that proves the performance of vulnerability and penetration tests, including the supporting documentation of all resolved issues that have been discovered during the testing, if any;
- (N) **"Certificate of Registration (COR)"** refers to the document issued by the IPAs as proof of registration of the BEs;
- (O) **"Certificate of Satisfactory Load Testing (CSLT)"** shall refer to the certification issued by the Consultant which serves as proof that the system has passed a rigorous performance test that evaluates how it performs under specific conditions of load and stress, and is capable of handling the workload without significant issues. The performance tests and other capacity testing exercises shall require pre-approval of the NTRC prior to its conduct.
- (P) **"Certificate of Satisfactory Testing (CST)"** shall refer to the certification issued by the Consultant that the system passed its rigorous functional and quality assurance system tests conducted within the set of international standards;
- (Q) **"Certificate of System Operability (CSO)"** shall refer to the certification issued by the Consultant that the systems passed all their quality control and user acceptance tests and are ready for production operations. The NTRC shall conduct all user acceptance tests;
- (R) **"Change request"** refers to a document that outlines the modifications to the initial project objectives, scope of work, and deliverables, which were unforeseen before the contract was signed and approved;
- (S) **"Confidential information"** refers to any private or sensitive data, knowledge, or material that is disclosed by one party (disclosing party) to another party (receiving party) during the course of their contractual relationship;
- (T) **"Cognito Forms"** shall refer to the form builder used and utilized by the FIRMS to capture data;

- (U) **“Consultant”** shall refer to a natural or juridical person, qualified by appropriate education, training, and relevant experience whose services were procured by the NTRC, to develop the identified modules of the FIRMS and to assist the in-house developers of the NTRC in ensuring the continued and satisfactory operations of the FIRMS subject to the requirements provided in Republic Act (RA) No. 9184 and its IRR for eligibility check and post-qualification;
- (V) **“Cost-Benefit Analysis (CBA)”** refers to the systematic evaluation of the total costs and benefits of granting fiscal incentives. The analysis shall cover direct, indirect, and opportunity costs and benefits;
- (W) **“Department of Information and Communications Technology (DICT)”** shall refer to the Executive Department of the Philippine Government responsible for the planning, development, and promotion of the country's information and communications technology agenda in support of national development;
- (X) **“End user”** shall refer to the NTRC who shall administer, operate, maintain, enhance, and utilize the FIRMS;
- (Y) **“Epics”** shall refer to a large body of work broken down into specific tasks called user stories;
- (Z) **“Extract, Transform, and Load (ETL)”** shall refer to the process of combining data from multiple sources into a large, central repository called a data warehouse. ETL uses a set of business rules to clean and organize raw data to prepare for storage, data analytics, and machine learning (ML);
- (AA) **“Fault”** refers to a defect, error, or flaw in the software or system being developed. It implies a deviation from the specified requirements or expected behavior outlined in the contract;
- (AB) **“FIRB Administrator”** pertains to the NTRC system user responsible for assigning, reassigning, and managing user roles and projects within the FIRMS;
- (AC) **“FIRB Secretariat”** shall refer to the Secretariat as headed by the Assistant Secretary of Finance and staffed by the NTRC.
- (AD) **“Fiscal Incentives Review Board (FIRB)”** is the interagency government body authorized by Philippine law to exercise policy making and oversight functions in the grant and administration of tax incentives to RBEs and approve tax subsidy to NGAs, GOCCs, SUCs, and government commissaries. For the purpose of developing the FIRMS, the FIRB is

represented by the NTRC, as the NTRC's mandate includes the functions of the FIRB Secretariat;

- (AE) **"Information Request List (IRL)"** refers to a list of inquiries and document requests issued by the NTRC to the IPA, and the IPA to the RBE, to gather specific, relevant and necessary information for the processing of an application;
- (AF) **"Information Security Management System (ISMS)"** shall refer to an ISMS certification [International Organization for Standardization (ISO) 27001], which provides a systematic approach for managing an organization's information security. ISO 27001 Certification demonstrates an organization's commitment to continual improvement, development, and protection of information assets/sensitive data by implementing appropriate risk assessments, appropriate policies, controls, and procedures;
- (AG) **"Information Systems Audit and Control Association (ISACA)"** shall refer to an independent, nonprofit, and global association that engages in the development, adoption, and use of globally accepted information system (IS) knowledge and practices;
- (AH) **"International Organization for Standardization (ISO)"** shall refer to the international nongovernmental organization made up of national standards bodies that develops and publishes a wide range of proprietary, industrial, and commercial standards and is composed of representatives from various national standards organizations;
- (AI) **"Internet Information Services (IIS)"** shall refer to the MS IIS web server. It facilitates the delivery of website content to end users over the Internet. It handles incoming requests from browsers and responds with the appropriate web pages, images, and all the resources required to display content;
- (AJ) **"Investment Promotion Agencies (IPA)"** shall refer to government entities created by law, executive order, decree, or other issuance, in charge of promoting investments, administering tax and non-tax incentives, and/or overseeing the operations of the different economic zones and freeports in accordance with their respective charters;
- (AK) **"IPA Administrator"** pertains to the IPA system user responsible for assigning, reassigning, and managing user roles and projects within the FIRMS;
- (AL) **"Microsoft Azure"** shall refer to Azure, which is a public cloud computing platform with solutions including Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) that can be

used for services such as analytics, virtual computing, storage, networking, development and operations (DevOps), and application deployment;

- (AM) **“National Tax Research Center (NTRC)”** shall refer to the government agency created under Presidential Decree 74 and mandated to staff the FIRB Secretariat whose functions and responsibilities include those enumerated in Rule 16, Section 1 of the CREATE Act IRR. For purposes of this TOR, the NTRC and FIRB Secretariat shall be one and the same;
- (AN) **“PHP Laravel framework”** shall refer to the software development framework that was implemented to develop the FIRMS;
- (AO) **“Project”** shall refer to the development and enhancement of the FIRMS through integrating, enhancing, and developing additional features that will streamline and automate the functions of intended stakeholders;
- (AP) **“Quality Based Selection Criteria/Evaluation (QBE)”** is a method of evaluating bids that only consider technical proposals in the ranking of Consultants;
- (AQ) **“Report Definition Language Client Side (RDLC)”** is used to create reports using MS Reporting Technology;
- (AR) **“RESTFUL API”** shall refer to a type of API that uses HTTP requests to access and use data;
- (AS) **“Services”** shall refer to the enumerated tasks, deliverables or outputs, scope of work, and other work to be done by the Consultant to ensure that the project objectives are met;
- (AT) **“Service Support Escalation list”** refers to a predefined framework for managing and escalating problems that may arise during the system's operation and maintenance;
- (AU) **“Sign-off document”** shall refer to a formal document that signifies the approval, acceptance, or completion of a particular phase, milestone, or deliverable within a project;
- (AV) **“Software Service Level Agreement (SLA)”** shall refer to the formal contract between the Consultant and the NTRC, which outlines the specific terms, conditions, and expectations for the ongoing support and maintenance of the system beyond the initial development and warranty period.
- (AW) **“Structured Query Language (SQL)”** shall refer to a standardized programming language that is used to manage relational databases and perform various operations on stored data;

- (AX) **“Terms of Reference (TOR)”** shall refer to the document that outlines the objectives, scope of work, duties, conditions, and criteria, among other details, that will govern the process for awarding the consultancy service and implementing the project;
- (AY) **“User Acceptance Testing (UAT) site”** shall refer to a test environment where end users evaluate a software application to ensure it behaves as expected in real-world scenarios before it is deployed into production; and
- (AZ) **“User stories”** shall refer to the list of specific tasks broken down from an epic.

### III. Project objectives

The FIRMS development and enhancements have the following objectives:

#### Planning, requirement gathering, and analysis:

1. To develop an overall project work plan, gather data, conduct system analysis, and prepare the business documentary requirements;
2. To enhance project efficiency and accuracy by supporting the NTRC in developing clear and precise process flows, user stories, data requirements, and data mapping;
3. To provide onboarding requirements and checklist for the FIRMS development and enhancements involving other agencies;
4. To promote seamless interoperability between various IPA systems and applications, facilitating efficient data exchange and communication;
5. To ensure applicants seeking for tax incentives and subsidies use a simplified and streamlined online portal application system. This shall include automatically pulling data from submitted documents to fill out the application forms, as far as practicable;
6. To allow the FIRMS to be integrated with DICT’s e-Government Philippines (e-Gov PH) mobile application;
7. To provide data change request guidelines ensuring the accuracy, security, and integrity of the data in the FIRMS;

#### Design:

8. To develop the FIRMS mockups and wireframes based on end-user requirements, which will be the basis of the development and enhancement work;

Development:

9. To migrate, enhance, and develop the existing FIRMS and its functionalities to MS C# .Net Core framework, Angular, and its relational database to MS SQL server database system;
10. To migrate data from Cognito Forms to MS SQL;
11. To migrate MySQL (Oracle) to MS SQL (Microsoft);
12. To achieve seamless integration of features and epics within the modular framework, both in the existing developments and ongoing projects, ensuring a cohesive and streamlined user experience;
13. To enhance the ATIR and ABR data entry and submission module to make it more user-friendly;
14. To enhance the layered evaluation module of tax incentives applications for end users;
15. To maintain a real-time IRL to facilitate efficient data exchange and communication;
16. To develop the FIRMS API (interoperability feature) allowing the FIRMS to verify the tax identification number (TIN) through the Bureau of Internal Revenue's (BIR) TIN Verification system;
17. To develop the FIRMS API for all forms that will be developed in this project, such as but not limited to Form A, Form B, Form C, ATIR/ABR, COR, and CETI, that will be consumed by the IPA systems.
18. To allow the FIRMS to automatically process the cost-benefit analysis (CBA) conducted by the NTRC and/or the IPAs and integrate the manual ex-ante CBA template in the FIRMS;
19. To allow the NTRC to make necessary changes to the ex-ante CBA template or variables in the template and integrate those changes seamlessly;
20. To enhance the NTRC, IPA, and RBE's account features, functionalities, and user experience;
21. To allow the FIRMS to generate real-time reports, tables, and graphs;

22. To enable the FIRMS to create real-time dashboards for quick and convenient data summarization and analytics;
23. To provide the BIR and the Bureau of Customs (BOC) specialized FIRMS access and enable special viewing access to verify the COR, CETI, and CAI, among others, as approved in the system and subject to the legal requirements in providing viewing access to specific government agencies;
24. To allow the IPAs and duly authorized NTRC representatives to digitally sign approved CORs, CAIs, CETIs, CES, and other related documents using the DICT-issued Philippine National Public Key Infrastructure (PNPKI) certificates;
25. To develop functionality in the FIRMS that will process tax incentives applications and issue a COR for projects falling under the Presidential approval provision and to provide specific access to designated users in the Office of the President (OP);
26. To allow IPAs and duly authorized NTRC representatives to edit specific project details already lodged in the FIRMS based on a prior request from the RBEs (processed through a data change request);
27. To provide an enhanced user experience for BEs in applying for tax incentives, highlighting the duration needed to complete an application and prioritizing ease of use;
28. To allow the FIRMS users to change their profile settings for user preferences, management, and security;
29. To allow the FIRMS to accept applications for tax subsidies, including the related processing, monitoring, cancellation, and issuance of CES;
30. To allow the submission, review, and approval or denial covering applications for tax subsidies received from other government agencies and other entities entitled to tax subsidies;
31. To allow RBEs, IPAs, and other stakeholders (e.g., GOCC) to accomplish feedback forms;
32. To allow RBEs, IPAs, and other related government agencies to verify the authenticity of documents through the Quick Response (QR) code validation;
33. To allow IPAs (without an existing online import permit system) to issue the CAI and the resulting monitoring reports through the FIRMS, as well as the functionality to renew the same automatically every year or to disable/cancel the CAI, as a penalty after due notice and hearing;

34. To allow RBEs (under IPAs without existing online import permit systems) to apply for a CAI through the FIRMS;
35. To allow the FIRMS to pull the data on CAIs issued for those IPAs who have already embedded/integrated the CAI into their existing import permit system;
36. To allow IPAs to evaluate the RBEs' proof of compliance with performance commitments or written justification in case of non-compliance, as uploaded in the FIRMS, by adding the validated amounts or measurement;
37. To allow IPAs to make changes/revisions to the CETI, and issue a revised CETI to replace the originally-issued CETI;
38. To allow the auto-generation of COR, CAI, and CETI reference numbers;
39. To allow the FIRMS to log all activities being done by its users (e.g., representatives from the NTRC, RBEs, IPAs, BIR, BOC, and other duly authorized users that may be determined in the future) for auditing and monitoring.
40. To promote seamless interoperability between various IPA systems and applications, facilitating efficient data exchange and communication;
41. To ensure that BEs applying for tax incentives use a simplified and streamlined online portal application system. This shall include automatically pulling data from submitted documents to fill out the application forms, as far as practicable;
42. To allow the FIRMS to be integrated with DICT's e-Government Philippines (e-Gov PH) mobile application;
43. To provide the guidelines for data change requests, as aligned with local or international guidelines in managing data changes within the system, including the supporting documentary requirements needed before any change is made. The data change request guidelines must safeguard the accuracy, security, and integrity of the data in the FIRMS;

Testing:

44. To conduct system, functional, and user acceptance testing and issue system test certifications;
45. To conduct load or capacity testing, including the tools needed to execute the assessment;
46. To conduct penetration testing and vulnerability assessment and remediate the vulnerabilities found during the testing;



Knowledge transfer:

47. To provide knowledge transfer to end users for technical system maintenance and functional processes within the FIRMS;
48. To provide all related manuals (e.g., system and end-user manuals) to the NTRC;
49. To provide technical and user training for the NTRC personnel and other users, as may be determined;

Deployment and maintenance:

50. To deploy the FIRMS in user acceptance and production environments; and
51. To provide technical and post-implementation support services and warranty.

**IV. Scope of service**

The Consultant will perform the following tasks, among others:

Planning, requirement gathering, and analysis:

1. Conduct data gathering and analysis for all functional requirements based on the epics and user stories utilizing methods, such as flowcharts and questionnaires, as identified by the NTRC. Given the evolving needs of the NTRC, the initial user stories may still change anchored on the project objectives, per **Section III**;
2. Assist the NTRC in developing process flows, user stories, data requirements, and data mapping, thereby enhancing the overall efficiency and clarity of the project;
3. Integrate the FIRMS with the various systems of other government agencies, including but not limited to the BIR, BOC, and the IPAs, among others;
4. Develop and implement a user-friendly online portal application system for applicants seeking for tax incentives and subsidies. The FIRMS will be designed to simplify and streamline the application process. It will incorporate an automated feature to extract relevant data from submitted documents, whenever feasible, ensuring smooth completion of application forms;
5. Enable seamless integration between the FIRMS and DICT's e-Gov PH mobile application to enhance accessibility and user experience;

6. Embed security features in the FIRMS;

Design:

7. Develop a responsive user interface for all modules in the FIRMS;

Development:

8. Enhance the FIRMS using an NTRC-prescribed development framework, programming language, and database requirements;
9. Migrate the FIRMS development framework from PHP Laravel to Angular and C# .Net Core and database from MySQL (Oracle) to MS SQL (Microsoft) (Timeline is parallel to the activity of system development);
10. Migrate the web server from Apache to Microsoft IIS, including all dependencies (Timeline is parallel to the Activity of System Development);
11. Utilize Microsoft .Net, Angular, and MS SQL Server to develop features;
12. Perform ETL to migrate data from Cognito Forms to MS SQL;
13. Perform ETL to migrate data from MySQL (Oracle) to MS SQL (Microsoft), if needed;
14. Integrate the features and epics seamlessly on the modular features developed or to be developed;
15. Optimize the ATIR and ABR data entry and submission module for improved user-friendliness, ensuring a seamless and intuitive experience for users during data input and submission processes;
16. Enhance the functionality of the layered evaluation module for tax incentives applications, focusing on providing a more intuitive and efficient experience for end users during the evaluation process;
17. Develop a real-time IRL to facilitate efficient data exchange and communication;
18. Develop a RESTFUL API for systems interoperability with IPAs and other government agencies;
19. Develop the FIRMS API for all forms that will be developed in this project, such as but not limited to Form A, Form B, Form C, ATIR/ABR, COR, and CETI, that will be consumed by the IPA systems;

20. Develop a functionality within the FIRMS enabling automatic processing of ex-ante CBAs conducted by the NTRC and/or the IPAs;
21. Develop an integration mechanism to seamlessly incorporate changes made to the template, ensuring up-to-date and adaptable ex-ante CBA analyses;
22. Implement intuitive user interfaces and interactive functionalities to enhance the overall user experience;
23. Use of Microsoft RDLC report designer or its equivalent for all report generation requirements specified in different formats (e.g., PDF, Excel, and Word);
24. Develop a feature within the FIRMS enabling the creation of real-time dashboards for efficient data summarization and analytics;
25. Provide specialized FIRMS access to BIR and BOC officials for verifying COR, CETI, and CAI records;
26. Integrate DICT-issued PNPKI Certificates for digital signatures;
27. Develop a functionality that will process tax incentives applications and issue a COR for projects falling under the Presidential approval provision and provide specific access to designated users in the OP;
28. Develop a feature allowing IPAs and the NTRC to edit specific project details in the FIRMS based on approved data change requests submitted by RBEs;
29. Implement features highlighting the estimated time required to complete the application process, providing BEs with clear expectations;
30. Develop a workflow program manager in the FIRMS to handle changing management processes within the system. The system should be configurable by the NTRC or the IPA;
31. Develop a module for processing, monitoring, cancellation, and issuance of CES for approved tax subsidy applications;
32. Enable the FIRMS to receive, review, and approve or deny applications for tax subsidies originating from other government agencies and entities entitled to tax subsidies;
33. Create a user-friendly interface allowing RBEs, IPAs, and other stakeholders (e.g., GOCCs to submit feedback forms;

34. Integrate a QR code validation system, enabling RBEs, IPAs, and related government agencies to verify the authenticity of documents submitted through the FIRMS;
35. Develop a feature within the FIRMS allowing IPAs (without existing online import permit systems) to issue the CAI and generate corresponding monitoring reports.
36. Implement an automatic renewal system for CAIs on an annual basis, as well as the functionality to disable or cancel the CAI as a penalty after due notice and hearing;
37. Enable RBEs under IPAs without online import permit systems to apply for a CAI through the FIRMS;
38. Implement a mechanism allowing the FIRMS to pull data related to CAI issuance for IPAs that have embedded or integrated the CAI into their existing import permit systems;
39. Develop a feature enabling IPAs to evaluate RBEs' proof of compliance with performance commitments or provide written justifications for noncompliance;
40. Allow IPAs to make changes and revisions to the CETI within the FIRMS and to issue revised CETIs in replacement of the originally issued CETIs, ensuring accuracy and compliance;
41. Develop a feature to automatically generate unique reference numbers for COR, CAI, and CETI issued within the FIRMS;
42. Ensure that the system accumulates an audit trail of system events and transactions;

Testing:

43. Perform quality assurance testing, which includes unit testing, integration testing, system testing, UAT, and the remediation/correction of defects/bugs;
44. Perform load or capacity testing, including the tools needed to execute the assessment, to ensure smooth operations even during the high influx of system users. The Consultant must ensure that the NTRC is capacitated to perform load or capacity testing and shall form part of the technical and user training;
45. Facilitate penetration testing and vulnerability assessment (may be done by a third-party firm, which will form part of the fee structure of the firm to be engaged) and remediate the vulnerabilities found during the testing. This is to ensure the security of the data and information lodged in the FIRMS;

Knowledge transfer:

46. Facilitate the transfer of knowledge and expertise from the Consultant to the NTRC over the duration of the project;
47. Develop technical and user documentation;
48. Conduct technical and user training for the NTRC personnel and other users, as may be determined;

Deployment and maintenance:

49. Perform deployment to UAT and production sites;
50. Perform any additional services not expressly provided in the original scope of service but indispensable and critical for the satisfactory completion of the project, as determined by the NTRC;
51. Perform change management, post-production, and warranty support for one (1) year, counted from the issuance of the CSO; and
52. Provide one (1) year of technical support for any change requests required in the system upon the successful and full deployment of the system to production.

**V. Criteria for selection**

The Consultant must comply with the qualifications required by RA No. 9184, its IRR and Volume 4 Manual of Procedures for the Procurement of Consulting Services. The BAC shall draw up a short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of RA No. 9184 and its IRR. The short list may consist of **three (3) prospective bidders** who will be entitled to submit bids provided that should only one (1) or less than the required number apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required to be in the short list, the BAC shall consider the same. The BAC shall invite the short listed consultants through the Notice of Eligibility and Short Listing. The short listed consultants shall then be required to pay the applicable fee for the Bidding Documents. The criteria and rating system for short listing are:

1. **Shortlisting selection criteria** - The following are the eligibility requirements for shortlisting the Consultant for this project (**See Table 1 and Annex B**):
  - a. **Firm experience** - The Consultant must have at least five (5) years of experience in end-to-end web software development and support with the government or private sector; and at least one (1) accreditation or

certification in any international organization such as ISO, IT security management standards authorized by ISO, or other relative standard organizations (e.g., ISACA, NIST, ANSI, and ISMS).

**b. Qualification of personnel** - To establish that the Consultant excels or is among the leaders in their field of expertise, they must demonstrate competence to develop, manage, and operate similar projects/engagements and possess qualifications that adopt best practices and methodologies of software development used by professionals working primarily in the field of IT, software development, technical support, and financial management/accounting, including specific tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work). The team should collectively have the minimum qualifications/certifications stated in **Annex B** or the proposed criteria for shortlisting/selecting a prospective company for the procurement of consultancy services to enhance the FIRMS.

**c. Current workload relative to job capacity**

Criteria	Points
A. Firm experience	50
B. Qualification of personnel	30
C. Current workload relative to job capacity	20
<b>Total</b>	<b>100</b>

Note: Minimum points required: 70 points provided that no score for the below criterion is lower than 50% of the maximum allocated points.

**2. Warranty as to eligibility** - The Consultant shall warrant its eligibility by submitting legal, technical, and financial documents as stated in the Invitation to Apply for Eligibility and to Bid (IAEB) and the Instructions to Bidders (ITB), and required documents pursuant to Sections 24.1 and 24.3 of the Revised IRR of RA No. 9184 and all other applicable laws, rules, and regulations.

**3. QBE criteria for technical proposal** - The Consultant shall be selected using the QBE procedure as prescribed under Section 33 of the 2016 Revised IRR of RA No. 9184 and based on the following criteria (**See Table 2 and Annex B**):

**a. Quality of personnel** to be assigned to the project which covers the suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff;

**b. Experience and capability of the Consultant**, which includes records of previous engagement and quality of performance in similar and other projects; relationship with previous and current clients; and overall work

commitments, the geographical distribution of current/impending projects, and attention to be given by the Consultant. The experience of the Consultant to the project shall consider both the overall experiences of the Consultant and the individual experiences of the principal and key staff, including the times when employed by other consultants; and

- c. **Plan of approach, work plan, and methodology** emphasizing the clarity, feasibility, innovativeness, and comprehensiveness of the planned approach, and the quality of interpreting project problems, risks, and suggested solutions.

**Table 2. QBE Criteria for Technical Proposal**

Criteria	Points
A. Quality of personnel	40
B. Experience and capability of the Consultant <sup>1</sup> (FIRM Factors)	30
C. Plan of approach, work plan, and methodology	30
<b>Total</b>	<b>100</b>
<b>Passing score</b>	<b>70</b>

## VI. Key outputs of the assignment

This section provides a detailed description of the key outputs of the assignment which the CSO will support:

1. Operationalizing the user stories, which will be sourced from the following epics:

### General and user functionalities

- a. Development and migration of the FIRMS to C# .Net Core framework, Angular, and MS SQL database;
- b. IPA, RBE, and NTRC account functionalities and enhancements;
- c. NTRC edit functionality for RBE and project details (data change request);
- d. User profile and settings update;
- e. Feedback mechanisms;
- f. QR Code Validation;

### Tax incentives application and monitoring

- g. Layered evaluation enhancements;
- h. Real-time IRL;
- i. Automatic CBA;

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<sup>1</sup> The total weighted percentage shall be computed based on the average scores of each proposed personnel based on their qualifications as stated in the shortlisting criteria.

- j. CETI enhancements;
- k. CAI application, issuance, and cancellation;
- l. Presidential approval and COR issuance;
- m. Use of digital signatures for approved CORs, CETIs, CAIs, and other related documents;
- n. ATIR and ABR data entry module, submission, review, and approval enhancements;
- o. Real-time report generation, analytics, dashboard, and other monitoring tools;

#### Tax subsidy applications and monitoring

- p. Tax subsidy applications;
- q. Monitoring of tax subsidy applications;
- r. Generation of CES and use of digital signatures for approved tax subsidy applications;

#### Access and Interoperability

- s. BIR TIN verification through API (BIR interoperability);
- t. IPA incentives system interoperability;
- u. BIR/BOC special access;

#### Others

- v. eGov PH mobile application integration;
- w. Technical and post-implementation support, which includes change requests and system enhancements; and
- x. Other outputs anchored on the scope of services and project objectives, as aligned in **Sections III and IV**.

#### **Note:**

The list of epics shall be based on **Annex A** of this document. The epics and user stories listed are not final and may change upon actual project implementation, including periods of data gathering and user requirements review.

2. The development of the FIRMS APIs, such as an API gateway, an API developer portal, and an API management portal, among others;
3. The enhanced FIRMS processes must be configurable by FIRB Administrators through the workflow program manager;
4. The FIRMS must be enhanced using Angular framework and C# .Net Core framework and its database using MS SQL Server;



5. The FIRMS must be secure and should satisfactorily pass, as a minimum, rigorous and detailed security tests, such as but not limited to vulnerability assessment and penetration testing after successful production deployment;
6. The enhancement of the FIRMS must include tracking, monitoring, and logging events in the system via an audit trail. All read, write, and update transactions to the database must be logged in the audit trail;
7. A detailed maintenance plan must be in place after issuing the CSO;
8. A capacity-building plan for NTRC personnel must also be integrated during the development, roll-out, and post-deployment activities of the FIRMS;
9. A knowledge transfer transition plan must be implemented after the successful deployment;
10. The FIRMS must successfully pass quality assurance tests and other testing strategies to ensure that the system will meet all the requirements of the NTRC and is delivered with no defects and/or deficiencies;
11. The FIRMS must pass load test cases to achieve 99.9 percent uptime when the maximum threshold<sup>2</sup> is reached; and
12. All other outputs that will be produced, as provided under the scope of services and project objectives, as aligned in **Sections III and IV**.

## **VII. Key expertise required**

The proposing entities will determine the number and the nature of experts they will require to achieve the TOR's objectives, following their own proposed approach and methodology. The entities must also describe their experience in the Philippines. However, there should be a **minimum** of four<sup>3</sup> (4) key experts, one of which will act as a Team Leader of the project. No change shall be made in the key experts, except for justifiable reasons as may be determined by the NTRC.

If it is deemed justifiable and necessary to replace any of the key experts, the Consultant must provide a replacement with qualifications equivalent or superior. However, prior written approval from the NTRC is required before replacing the Consultant's key personnel.

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<sup>2</sup> The maximum threshold the system can handle must be 10,000 concurrent users.

<sup>3</sup> This will consist of experts under the four major work streams, specifically (1) development, (2) quality assurance, (3) development operations, and (4) post-deployment operations.

In addition to the four (4) key experts, the proposing entities should also include in their technical proposal, the proposed personnel work plan, and their financial proposal. The proposing entities shall also include all their “non-key experts” in the proposed personnel work plan in accordance with their proposed approach and methodology. The proposing entity must also indicate the number of person-months for which the entity needs each key or non-key expert.

All experts engaged under the TOR, whether key or non-key experts, must be citizens of the Philippines.

### **VIII. Preparation of proposal for shortlisted firms**

1. In addition to fully accomplishing the request for proposal template, proposing entities are requested to prepare a detailed description of how they intend to deliver the outputs of the contract in the section of their proposal called “Approach and Methodology<sup>4</sup>.” In this narrative, entities should explain how they will achieve the outputs for achieving the desired results. To ensure they have the necessary manpower to meet the time-bound requirements stated in the TOR, this shall also include any information on their current projects, existing proposals, and potential bids they may engage in. Proposing entities should also specify the number of staff members who will be part of the project team, further broken down between fully dedicated staff members and those who are expected to work on other projects simultaneously.
2. Each key and non-key expert included in the proposal must submit a curriculum vitae (CV). Only the CVs of key experts will be scored as part of the technical evaluation of proposals. The CVs of non-key experts will not be scored but will be evaluated on a pass/fail basis based on the merits of the CV against the proposed position/task assignment for each expert. The credentials of non-key experts and the team’s design (including the appropriateness of the level of inputs) will be considered in evaluating the quality of the approach and work plan criteria.
3. All positions under the TOR, both key and non-key experts, must be included and budgeted in the financial proposal by the person-month allocation required for each as defined by the proposing organization.
4. Proposals should include a detailed budget covering consultancy fees and other costs of activities and charges. Proposals should be all-in, including all applicable taxes but excluding out-of-pocket expenses directly related to NTRC personnel expenses during the training and post-deployment support such as transportation expenses of the NTRC personnel.

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<sup>4</sup> This refers to the concise, complete, and logical description of how the Consultant shall carry out the services to meet all requirements of the TOR.

## IX. Project timeline and deliverables

The Consultant must identify milestones in a project work plan to show overall progress and as an indicator of compliance with an established project schedule.

The Consultant will provide their preferred milestones but will be subject to the review and approval of the NTRC. **Table 3 (Proposed Overall Project Timeline) and Table 4 (System Development Timeline)** are the approximate timelines for the project's duration and deliverables. Emphasis must be given to the project objectives, scope of services, and key outputs of the assignment during the project's development.

The Consultant shall be engaged for a minimum of twenty (24) months, counted from the date of signing of the agreement/s and upon the receipt of the Notice to Proceed.

All deliverables mentioned in **Tables 3 and 4** are to be submitted to and should be duly received and acknowledged by the NTRC.

**Table 3. Proposed Overall Project Timeline<sup>5</sup>**

No.	Activity	Deliverables and documentation <sup>6</sup>	Estimated duration of the activity	Person responsible
1.1	Mobilization of team and startup of the project	Execution of the agreement  <b>Output document:</b> Duly-signed contract, including all related non-disclosure agreements, and other legal documents	January 2024	Consultant/NTRC
1.2	Business requirements gathering	High-level project documentation based on FIRB epics, user stories, and technical meetings  <b>Output document:</b> Business Requirements Document (BRD)	January 2024	Consultant/NTRC
2	System analysis and design and wireframing	<b>Output document:</b> Inception report containing the following: a. System mockups and wireframes b. Project charter c. Project plan d. Quality plan e. Risk management plan f. Implementation plan g. Project responsibility assignment matrix h. Project Gantt chart and schedules i. Work Breakdown Structure (WBS)	February 2024	Consultant/NTRC
3	System development	Development and implementation of the following epics:	February 2024 - September 2024	Consultant

<sup>5</sup> The proposed project timeline is based on the assumption that the contract will be signed on 1 January 2024. The timelines will move accordingly, depending on the actual contract signing date.

<sup>6</sup> The Consultant must provide one (1) softcopy (preferably MS Word) and two (2) hardcopies of the output documents or its equivalent. All documentation must be written in English.

No.	Activity	Deliverables and documentation <sup>6</sup>	Estimated duration of the activity	Person responsible
		<ul style="list-style-type: none"> <li>a. Re-development and migration of the FIRMS to C# .Net Core framework, Angular, and MS SQL database;</li> <li>b. ATIR and ABR data entry module, submission, review, and approval enhancements;</li> <li>c. Layered evaluation enhancements;</li> <li>d. Real-time IRL;</li> <li>e. BIR TIN verification through API (BIR interoperability);</li> <li>f. Automatic CBA;</li> <li>g. IPA, RBE, and NTRC account functionalities and enhancements;</li> <li>h. IPA incentives system interoperability;</li> <li>i. Real-time report generation, analytics, dashboard, and monitoring;</li> <li>j. BIR/BOC special access;</li> <li>k. Use of digital signatures for the signing of approved CORs, CETIs, CAIs, and other related documents;</li> <li>l. Presidential approval and COR issuance;</li> <li>m. NTRC edit functionality for RBE and project details (data change request);</li> <li>n. User profile and settings update;</li> <li>o. Tax subsidy applications;</li> <li>p. Monitoring of tax subsidy applications;</li> <li>q. Generation of CES and use of digital signatures for approved;</li> <li>r. Feedback mechanisms;</li> <li>s. QR code validation;</li> <li>t. CETI enhancements;</li> <li>u. CAI application, issuance, and cancellation;</li> <li>v. eGov PH mobile application integration;</li> <li>w. Technical and post-implementation support which includes change requests and system enhancements; and</li> <li>x. Other outputs anchored on the scope of services and project objectives, as aligned under <b>Sections III and IV</b> of the TOR.</li> </ul> <p>Note: The abovementioned epics include incremental deployment of fully developed epics</p> <p><b>Output documents:</b></p> <ul style="list-style-type: none"> <li>a. Application system</li> </ul>		

No.	Activity	Deliverables and documentation <sup>6</sup>	Estimated duration of the activity	Person responsible
		<ul style="list-style-type: none"> <li>b. Systems Requirement Document (SRD) Solution Design Document (SDD);</li> <li>c. Entity Relationship Diagram (ERD);</li> <li>d. Data conversion or ETL plan of existing data to the database of the FIRMS;</li> <li>e. Test plan, test scripts/procedures;</li> <li>f. Test cases and test scenarios;</li> <li>g. Installation configuration manual;</li> <li>h. System architecture;</li> <li>i. Complete design (physical and logical), VM and software configuration, and integration procedures for cloud deployment</li> </ul>		
5	Performance of parallel functional testing for each completed module/functionality: <ul style="list-style-type: none"> <li>a. Unit Testing</li> <li>b. System Testing</li> </ul>	<b>Output document:</b> CST	February 2024 - September 2024	Consultant
6	Full system and load testing, debugging, and error rectification	<b>Output document:</b> CST and CSLT	September 2024	Consultant/NTRC
7	Vulnerability assessment, penetration testing and remediation activities	Result of the vulnerability and penetration test, remediation activities, and the certificate that signifies vulnerabilities found are remediated  <b>Output document:</b> CPTR	October 2024	Consultant/NTRC/ DICT
8	User acceptance testing and bug fixes	FIRB user acceptance sign-off  <b>Output document:</b> Sign-off document and CSO	October 2024	NTRC
9	Knowledge transfer	<b>Output document:</b> <ul style="list-style-type: none"> <li>a. CKTC;</li> <li>b. User manual (e.g., systems procedure, systems menus, systems screens, systems reports, systems function keys, systems error messages, and handling);</li> <li>c. System administration manual;</li> <li>d. Technical support and software manual (e.g., workflow diagram, details on technical support and software requirements, details on technical support and software security mechanism);</li> <li>e. Database manual (e.g., database structure/ application process flowchart, dependency flowchart);</li> <li>f. Migration procedure manual;</li> </ul>	October 2024	Consultant

No.	Activity	Deliverables and documentation <sup>6</sup>	Estimated duration of the activity	Person responsible
		<ul style="list-style-type: none"> <li>g. Backup/disaster/recovery manual (e.g. software) if on-premise deployment;</li> <li>h. Contingency plan/business continuity manual (e.g., software);</li> <li>i. Operation manual (e.g. workflow diagram, details on computer operation requirements, details on computer operation security mechanism); and</li> <li>j. Technical administration manual</li> </ul> <p>The manuals must be well-structured, clear, and must contain accurate and sufficient information to effectively guide the users in understanding the system’s functionalities.</p> <p>The Consultant must be able to provide additional or updated documents when required by the NTRC until the end of the warranty period.</p>		
10	Full deployment	Deployment to production and NTRC sign-off  <b>Output document:</b> Sign-off document	November - December 2024	Consultant/NTRC
11	Post implementation support, bug fixes and change requests	Bug fixes, post-implementation, and successful change request reports, as indicated in the warranty  <b>Output document:</b> <ul style="list-style-type: none"> <li>a. SLA agreement (Annex C);</li> <li>b. Monthly system monitoring report (e.g., triggered alerts, unusual activities, bugs and fixes implemented, etc.); and</li> <li>c. Escalation, remediation, and alert report in case an emergency arises, such as cyber-attacks, outages, and related events</li> </ul>	December 2024 - December 2025	Consultant
<b>TOTAL</b>			<b>24 months</b>	

No.	Prerequisite epics	Epics	Proposed development timeline
1	None	Development and migration of the FIRMS to C# .Net Core framework, Angular, and MS SQL database. Below are the following proposed activities to be conducted:	February - May 2024
1.a	None	Conceptualization and development of new FIRMS user interface layout and template;	February 2024

No.	Prerequisite epics	Epics	Proposed development timeline
1.b	None	Development of system mockups and wireframes;	February 2024
1.c	None	Development of current RBE functionalities/modules of the FIRMS to the new framework: <ul style="list-style-type: none"> <li>a. Log-in and homepage interface;</li> <li>b. Registration (Form A);</li> <li>c. Activity/project (Form C);</li> <li>d. Issuance of COR with terms and conditions;</li> <li>e. Application and issuance of CETI;</li> <li>f. Submission of manual ATIR/ABR; and</li> <li>g. Automated ATIR/ABR.</li> </ul>	February - May 2024
1.d	None	Development of current IPA functionalities/modules of the FIRMS to new framework <ul style="list-style-type: none"> <li>a. Log-in and homepage interface;</li> <li>b. Review, evaluation, and approval of tax incentives applications;</li> <li>c. Generation of COR;</li> <li>d. Review, evaluation, and approval of CREATE and Pre-CREATE CETI;</li> <li>e. Generation of CREATE and Pre-CREATE CETI; and</li> <li>f. Review and approval of ATIR-ABR submission.</li> </ul>	February - May 2024
2	1.c	ATIR and ABR data entry module, submission, review, and approval enhancements	March 2024
3	1.d	Layered evaluation enhancements	March 2024
4	3	Real-time IRL	March 2024
5	1.c	BIR TIN verification through API (BIR interoperability)	April 2024
6	1.c, 3	Automatic CBA	April 2024
7	1	IPA, RBE, and NTRC account functionalities and enhancements	May 2024
8	None	IPA incentives system interoperability	May - September 2024
9	2, 3, 6	Real-time report generation, analytics, dashboard, and monitoring	May 2024
10	1	BIR/BOC special access	June 2024
11	1	Use of digital signatures for the signing of approved COR, CETIs, CAIs, CES, and other related certificates	June 2024
12	1	Presidential approval and COR issuance	July 2024
13	1	NTRC edit functionality for RBE and project details (data change request)	August 2024
14	1	User profile and settings update	August 2024
15	1	Tax subsidy applications	July - September 2024
16	1	Monitoring of tax subsidy applications	
17	1	Generation of CES	
18	1	Feedback mechanisms	
19	1, 9	QR code validation	
20	1	CETI enhancements	
21	1	CAI application, issuance, and cancellation	
22	1	eGov PH mobile application integration	August - September 2024
23	1	Technical and post-implementation support	January - December 2025

Notes:

1. The development timeline stated above may change based on actual data gathering and in light of potential changes in development priorities, upon project commencement. However, the period allotted for development must be observed, as far as practicable.
2. The epics can be worked on concurrently. Effectively, the completion of stand-alone modules must not be a precondition before developing other modules or features that can be developed independently while other system developments are ongoing.

3. The epics above are arranged based on existing priorities.

Work Suspension Orders and Request for Time Extension shall be approved and processed in accordance with the 2016 Revised IRR of RA No. 9184, pertinent NTRC internal guidelines and regulations, and all other applicable laws and regulations.

## **X. Subscriptions**

The NTRC currently houses the system in its Microsoft Azure Subscription and uses Cognito Forms as its form builder. The system has two (2) environments, namely: (a) the user acceptance test and (b) the production site. Any additional environments that entail additional costs for workloads, such as new web servers, databases, storage accounts, and other resources needed to perform and complete the Project, shall be at no additional cost to the NTRC.

All costs associated with new subscriptions shall be shouldered by the Consultant as approved by the NTRC within the project duration until the end of the warranty period and support.

## **XI. Deployment**

For the FIRMS to be considered successful and complete, the Consultant must be able to demonstrate all functionalities required under the scope of services and project objectives and must do so within the NTRC's premises. This includes deploying all system development plans, including testing all post-deployment activities, and completing all required training for the NTRC staff to manage the system. The date upon which all these conditions have been met shall be called the "Deployment Date."

## **XII. Testing**

The FIRMS will undergo functional and system testing and will be executed by the Consultant. The Consultant must issue a CST to the NTRC. The CST will prove that the system has passed the rigorous functional/system tests, as validated by the NTRC.

The UAT will then be conducted by the NTRC and other stakeholders, with the support of the Consultant's UAT expert. The Consultant will provide training on system use to the NTRC staff before the UAT so that the UAT may proceed efficiently, including providing a UAT training manual. The Consultant's Business Process Change Expert will further support the training. The FIRMS will not be deployed until the successful completion of all applicable UATs. The Consultant will also be asked to assist in the conduct of the UAT by providing and implementing a testing plan and by supplying an "issues registry" into which issues found during the UAT will be logged, tracked, and resolved accordingly.



The Consultant shall provide the NTRC with a testing plan consisting of test cases performed by NTRC personnel and other concerned stakeholders. The Template 1 (Sample Testing Plan) below may be followed:

**Template 1. Sample Testing Plan**

<b>Test Case Number</b>	<Name of Information System> xxx FIRMS - 001	<b>Application Name/Version</b>	<Name of information system> - xx.x FIRMS - v2.1	
<b>Module/Process</b>	Log-in page			
<b>Test Case Description</b>	Validation of log-in for RBE			
	System testing			
<b>Pre-execution/Initial Conditions</b>				
<b>Test Steps</b>				
Step	Action/Description	Expected Results	(Pass/Fail)	Comments / Screenshot
	<b>Successful log-in from the log-in screen</b>			
1	Go to http://uat.firb.gov.ph	The FIRMS log-in screen will be displayed.	Pass	
2	Log in to the Fiscal Incentives Registration and Monitoring System (FIRMS) using the correct and registered log-in credentials.	Successful log-in to the FIRMS. RBE will be redirected to the Dashboard.	Pass	
	<b>Log-out</b>			
3	Click the “Log-Out” link	The user will be redirected to the log-in page.	Pass	

<b>Test Result: FAIL</b>		
Tester	Result or Issue	Test Date
Juan Dela Cruz	System cannot validate user credentials	March 20, 2024

**XIII. Capacity testing, penetration testing, and vulnerability assessment**

The FIRMS must be able to handle multiple and simultaneous high-volume transactions within the system upon completing and integrating the features listed in the epics. The maximum threshold the system can handle must be at least 10,000 concurrent users.

The Consultant shall perform capacity load testing to achieve the threshold requirement. Upon completion of the load testing, the Consultant shall adjust the capacity of the web and database servers hosted in NTRC’s Microsoft Azure Cloud, as necessary, to achieve the goal.

The Consultant shall also provide the NTRC a CSLT that certifies that the system has undergone such testing and can handle the set threshold.

The Consultant shall perform penetration testing on the system to ensure that the system is free of exploitable vulnerabilities, that weak spots are mitigated, and that the system's defenses are strengthened. The Consultant shall remediate all findings/results of the penetration testing and submit to the NTRC a CPTR.

The application shall also be subjected to DICT's vulnerability assessment before NTRC's acceptance. This is to ensure that information security risks in the application are eliminated, or at least minimized, before going live in production.

#### **XIV. Training**

The Consultant must provide training/s to the NTRC staff until the latter can operate all aspects of the FIRMS independently after completion (**See Table 3 for the Proposed Overall Project Timeline**). Training must be provided on-site. There should be full deployment of the module to be demonstrated and discussed before the system training.

System training shall include at least two (2) components:

1. **Staff training:** The Consultant must train the Management and Information System Division (MISD) of the NTRC. The MISD includes personnel holding various levels of seniority and with varying levels of technical skills. As the MISD is generally in-charge of all system operations and management, the MISD's training plan must include all topics required to manage and maintain the day-to-day operations of the software and equipment included in the system. The roles should consist of, at a minimum, the following:
  - a. **System Administrator/s (at least 1)** shall manage all servers and resources deployed in Microsoft Azure;
  - b. **Database Administrator/s (at least 1)** shall manage all database environments of the FIRMS (the UAT and production). The Database administrator will perform all backup and restoration activities and database performance tuning;
  - c. **Frontend Web Developer/s (at least 1)** shall manage all maintenance and enhancements of the user interface of the FIRMS;
  - d. **Backend/Database Developer/s (at least 1)** shall manage all data extraction requests, enhancement, and change requests on the database structure of the FIRMS and other related database developer tasks; and
  - e. **Quality Assurance/s (at least 1)** shall ensure that all finished modules/features in the FIRMS will undergo rigorous system testing before it is deployed to the production environment.

The Consultant must provide a tailored training plan and curriculum for each level and function of the staff to be trained. All training materials must be documented in a training manual and provided to the NTRC upon completion of the training. The technical proposal must include a training plan, including the type and amount of training required and the level of pre-existing IT knowledge needed to receive the training effectively.

2. **End user training:** Training for end users shall be delivered in person or via virtual meetings, as well as via a user's manual describing how to use the FIRMS for applying for a COR, CETI, CAI, and CES, among other features. These must all be captured in a user manual that is tailor-fitted per type of user, such as for IPAs, BE-applicants, NTRC staff, and other concerned government agencies and stakeholders.

The Consultant must adopt a train-the-trainer approach so that the NTRC can progressively take over the end-user training. The Consultant must provide on-site training before the Deployment Date for those staff identified by the NTRC to be trained as trainers for end users. Phone and email support should also be available post-training to address follow-up questions during the hosting period.

#### **XV. IPA system interoperability**

The Consultant shall provide the following services for the FIRMS to be interoperable with other IPA systems:

1. Conduct technical meetings with the IPAs to gather requirements for data mapping;
2. Develop APIs for each IPA system that will be integrated with the FIRMS;
3. Develop an Extract-Transform-Load process, as the need arises, in extracting data from the different source databases of IPA systems;
4. Test, validate, and verify that all data requirements of each IPA system have been met and are fully interoperable with the FIRMS;
5. Provide a system interoperability work plan for IPA systems; and
6. Develop an API in the FIRMS for all its forms and data such that an IPA system can consume the FIRMS' API whenever needed. This will facilitate the continuation of activities focused on the interoperability module, especially if challenges with the respective IPAs arise and the related resolution is expected to fall beyond the work duration of this project.

#### **XVI. Workforce schedule**

The Consultant shall designate at least 60 percent of its proposed staff-members to report on-site in the NTRC's office, while the remaining 40 percent may be on a work-from-home (WFH) setup, provided that all members that are in the WFH setup shall

be accessible anytime, through any communication platform, within the specified and agreed working hours. Rotation of workforce reporting on-site may be managed and rotated by the Consultant, as long as the 60 percent on-site workforce is maintained.

## **XVII. Post-implementation support, warranty, dispute resolution, and termination**

1. **Warranty** - The Consultant must provide a warranty for all systems software for twelve (12) months, counted from the Deployment Date. The Consultant must warrant that the software shall conform to the scope of services and project objectives. The Consultant must also warrant that the software shall perform and operate in accordance with the published specification documentation, including any user manuals. The Consultant will also turnover all warranty benefits or other post-production support originating from any and all third-party software used in the FIRMS, provided that nothing in this section reduces or limits the Consultant's obligations under this warranty provision.

Any warranties associated with any hardware acquired for this purpose will be passed on to the benefit of the FIRB and the NTRC.

All errors and bugs in the FIRMS that result in non-compliance with the scope of services and project objectives (and the fixing of which have not otherwise been waived by NTRC) must be fixed by the Consultant at no additional cost to the NTRC. The schedule for fixing the errors and bugs will be determined by agreement between the Consultant and the NTRC (**See Annex C for the SLA**).

2. **Entering into a subcontract** - entering into a subcontract for the performance of any part of the services, it is understood that:
  - a. The selection of the subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the NTRC prior to the execution of the subcontract; and
  - b. The Consultant shall remain fully liable for the performance of the services by the subconsultant and its personnel pursuant to this contract.
3. **Dispute resolution** - Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application.

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

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

4. **Termination by the NTRC** - The NTRC shall terminate the TOR when any of the following conditions attend its implementation:
  - a. Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the TOR, or within any extension thereof granted by the NTRC pursuant to a request made by the Consultant prior to the delay;
  - b. As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the NTRC stating that the circumstance of force majeure is deemed to have ceased;
  - c. In whole or in part, at any time for its convenience, the NTRC may terminate the TOR if it has determined the existence of conditions that make Project Implementation legally, economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
  - d. If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NTRC and/or the Consultant;
  - e. In case it is determined *prima facie* that the Consultant has engaged, before or during the implementation of this TOR, in unlawful deeds and behaviors relative to TOR acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing;
  - f. The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings; or
  - g. The Consultant fails to perform any other obligation under the TOR.
5. **Termination by the Consultant** - The Consultant must serve a written notice to the NTRC of its intention to terminate the Contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if no action

has been taken by the NTRC with regard to such written notice within thirty (30) calendar days after the receipt thereof. The Consultant may terminate the Contract through any of the following events:

- a. The NTRC is in material breach of its obligations pursuant to the Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
  - b. The NTRC's failure to comply with any final decision reached as a result of arbitration;
  - c. As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - d. The NTRC fails to pay any money due to the Consultant pursuant to the Contract and is not subject to dispute within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.
6. **Force majeure** - It shall mean acts of nature, war, rebellion, insurrection, riots, acts of terrorism, fire, civil commotion, labor disputes, strikes, lockouts, prevention from, or hindrance in obtaining labor or materials, or other act or order of government, court, or other regulatory agency, or any other restrictions, appropriations, or causes, beyond the reasonable control of any of the parties.

If the Consultant is unable to perform its obligations under the contract as a result of a force majeure event, then that Consultant's obligations shall be suspended for as long as the force majeure event continues. Except where the nature of the event shall prevent the Consultant from doing so, it shall notify the NTRC in writing, within a reasonable time after the occurrence of such force majeure, and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch. As soon as reasonably possible after the cessation of the force majeure event, notification shall likewise be given in writing and the obligations in the contract shall be resumed.

#### **XVIII. Change in Law**

1. In case of change in law, or change of interpretation or application of existing law, or change in policy during the contract implementation, which has material adverse effect with the ability of any party to comply with its obligations under the contract or on the project cost, any party shall within 30 calendar days from the day it became aware, or should have been aware of the change in law shall notify the other Party on the effects on the new law to the contract, particularly:

- a. Whether relief from compliance of obligations is required;
  - b. Whether any deadline under the contract should be postponed, shortened, extended, or removed;
  - d. Any (positive or negative) estimated change in the costs of the project that directly result from the change in law;
  - d. Any capital expenditure that is required or no longer required as a result of a change in law; or
  - e. Any necessary change in the terms of the Contract;
2. The responsibility for the costs of implementation arising from the change in law shall be dealt with in accordance with the following rules:
- a. Within thirty (30) calendar days after receipt of notice under Subsection 1 hereof, the Contracting Authority and the Consultant shall discuss the effects of the new law to the Contract and on how to mitigate the same. The parties may agree to:
    - i. Excuse the affected party from the performance of its obligations to the extent that it is prevented, hindered or delayed in performing the same by reason of the change in law. For this purpose, a mere loss of profit shall not be considered as a hindrance or prevention from performance;
    - ii. The parties shall agree on the amount and payment of any compensation, if warranted, subject to applicable procurement and accounting laws, rules and regulations.
  - b. In case of disagreement, the matter shall be submitted to mutual consultation, mediation and arbitration in accordance with Section XVII(3), without prejudice to the right of the parties to terminate the contract in accordance with Sections XVII(4) and (5) hereof.

**XIX. Change requests**

The NTRC, at its discretion, may modify the requirements within the scope of the project, by notifying the Consultant in writing (“Change Request”) and specifying in as much detail as is reasonably practicable. The Consultant may also introduce Change Requests, provided that the objective of the Change Request would be to support the effective and/or efficient execution of the project’s requirements. Change Requests introduced by the Consultant must also adhere to the written form required under this section and must go through the same approval process, similar to Change Requests initiated by the NTRC.

The Change Request shall adequately describe (i) the requested modification, (ii) the estimated resources required to implement the modification, (iii) its impact on

the corresponding Statement of Work, (iv) its impact on the costs of the project, if any, and (v) other necessary information.

The NTRC shall incur no additional costs, if (i) the modification, addition, or change necessarily forms part of the Consultant's obligation to effectively deliver the requirements to the NTRC (e.g., fixing of bugs or system defects), or if (ii) such modification, addition or change is necessary for the effective operation of the solution.

Any project Change Request shall be agreed upon between the Consultant and the NTRC. No change shall be considered authorized unless the parties have executed and delivered a written amendment, modification or supplemental agreement covering the amendments to the project's scope ("Change Request").

The Change Request shall be considered part of the relevant scope of work. The terms of the Change Request, or the most recent Change Request, if there are multiple amendments covering the same scope of work, shall control over any inconsistent or conflicting provisions in the relevant scope of work.

At the minimum, the Change Request shall include, but not limited to, the following:

- Requester information;
- Change request ID or control number;
- Date of request;
- Description of the change;
- Rationale of the change;
- Impact assessment, including the modules that will be affected by the change;
- Responsibilities of each party to implement the change;
- Priority level (low, medium, and high/necessary);
- Resource requirement (e.g., manning, software, and subscriptions);
- Cost impact, if any;
- Schedule impact, if any;
- Risk assessment;
- Approval and signature lines, for both the Consultant and the NTRC;
- Notice to proceed with the change, as applicable; and
- Status tracking.

## **XX. System maintenance support services**

Upon the successful full deployment of the FIRMS to the production environment as agreed on the actual overall project timeline, all technical and maintenance support services described herein shall be provided to the NTRC at no additional cost beyond the agreed-upon contract price. The Consultant shall maintain the FIRMS software to



operate in conformity with the scope of services or as otherwise agreed upon in writing by the NTRC.

Maintenance services shall include, at a minimum, the detection and correction of software errors and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs that become available. The Consultant agrees to respond promptly to the NTRC's inquiries regarding the use and functionality of the system as system users encounter issues<sup>7</sup>. The Consultant must provide an online issues resolution system into which the NTRC and other relevant stakeholders can raise issues encountered with the FIRMS.

The Consultant will also be required to provide the NTRC with a contact phone number or email that the NTRC can use to report technical problems. The phone or email message must be responded to within a maximum of 12 hours and as agreed on the service level agreement as attached in Annex C.

In the event of a new patch or security update release, it is imperative that the Consultant diligently continues to provide and execute all generally available updates, particularly those addressing security vulnerabilities of the plugins, software, web server, database server, and other related components utilized within the FIRMS.

## **XX. Liquidated damages**

1. Where the Consultant refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time duly granted and is hereby in default under the contract, the Consultant shall pay NTRC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NTRC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances, such as but not limited to forfeiture of performance security and/or blacklisting of the Consultant, among other legal remedies.
2. For entitlement to such liquidated damages, the NTRC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due to the Consultant under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Consultant at the NTRC's convenience.

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<sup>7</sup> The response time, including escalation procedures, is provided under **Annex C: Service Level Agreement** as prepared by the NTRC. This includes, at a minimum, lead times in responding, the technical expert expected to respond, and the lead time for providing a permanent solution to the issue raised, among others.

## **XXI. Reservation clause**

The NTRC reserves the right to reject any and all bids, declare a failure of bidding or not award the TOR at any time prior to TOR award in accordance with Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

## **XXII. Confidentiality of data or intellectual property**

1. All project members of the Consultant shall be required to sign a non-disclosure agreement.
2. The FIRMS, its components, parts, and all products, source codes, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually or collectively, referred to as "Proprietary Information") are strictly confidential and proprietary to the NTRC.
3. The Consultant shall turnover all source codes, products, outputs, documents, and all other related deliverables to the NTRC whether the Consultant completes the project or not. Any deliverables completed or pending within the project duration shall be turned over to the NTRC.
4. The Consultant agrees to hold the Proprietary Information in strict confidence and compliance with RA No. 10173, otherwise known as the Data Privacy Act of 2012. The Consultant furthermore agrees not to reproduce, transcribe, upload, or disclose the same to third parties without prior written approval of the NTRC.
5. Except with the prior written consent of the NTRC, the Consultant and its personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its personnel arising out of, or in connection with, the performance of the services that is not otherwise available to the public.

## **XXIII. Payment schedule**

The final payment must be made only after the consultant submits its final report and such report is approved as satisfactory by the Procuring Entity.

The payment shall be in accordance with the following delivery and payment schedule, but in no case be later than sixty (60) days after the submission of a

payment request, accompanied by documents submitted pursuant to the contract, and upon fulfillment of other obligations stipulated in the contract.

Payment and all related payment processing requirements shall also be subject to all applicable government accounting and auditing rules and requirements prior to payment (**See Table 5**). Only the portion of a claim not satisfactorily supported/accepted may be withheld from payment subject to the usual accounting and auditing rules and regulations.

**Table 5. Percentage Breakdown of Payments**

Activity	Deliverable	Percentage of payment
System Analysis and Design and Wireframing	System mockups and wireframes  <b>Output document:</b> Inception report, containing the following: <ul style="list-style-type: none"> <li>a. System mockups and wireframes;</li> <li>b. Project charter;</li> <li>c. Project plan;</li> <li>d. Quality plan;</li> <li>e. Risk management plan;</li> <li>f. Implementation plan;</li> <li>g. Project responsibility assignment matrix;</li> <li>h. Project Gantt chart and schedules; and</li> <li>i. WBS.</li> </ul>	5%
System Development	Development and implementation of the following epics: <ul style="list-style-type: none"> <li>a. Re-development and migration of the FIRMS to C# .Net Core framework, Angular, and MS SQL database;</li> <li>b. ATIR and ABR data entry module, submission, review, and approval enhancements;</li> <li>c. Layered evaluation enhancements;</li> <li>d. Real-time IRL;</li> <li>e. BIR TIN verification through API (BIR interoperability);</li> <li>f. Automatic CBA;</li> <li>g. IPA, RBE, and FIRB account functionalities and enhancements;</li> <li>h. IPA incentives system interoperability;</li> <li>i. Real-time report generation, analytics, dashboard, and monitoring;</li> <li>j. BIR/BOC special access;</li> <li>k. Use of digital signatures for the signing of approved COR, CETIs, CAI, and other related certificates;</li> <li>l. Presidential approval and COR issuance;</li> <li>m. FIRB edit functionality for RBE and project details (data change request);</li> <li>n. User profile and settings update;</li> <li>o. Tax subsidy applications;</li> <li>p. Monitoring of tax subsidy applications;</li> </ul>	50%

Activity	Deliverable	Percentage of payment
	<p>q. Generation of CES;  r. Feedback mechanisms;  s. QR code validation;  t. CETI enhancements;  u. CAI application, issuance, and cancellation;  v. eGov PH mobile application integration;  w. Technical and post-implementation support which includes change requests and system enhancements; and  x. Other outputs anchored on the scope of services and project objectives, as aligned under <b>Sections III and IV</b> of the TOR.</p> <p><b>Output document:</b></p> <p>a. Application system;  b. Systems Requirement Document (SRD) Solution Design Document (SDD);  c. Entity Relationship Diagram (ERD);  d. Data conversion or ETL plan of existing data to the database of the FIRMS;  e. Test plan, test scripts/procedures;  f. Test cases and test scenarios;  g. Installation configuration manual;  h. System architecture; and  i. Complete design (physical and logical), VM and software configuration, and integration procedures for cloud deployment</p>	
<p>Performance of parallel functional testing for each completed module/functionality:  c. Unit Testing  d. System Testing</p> <p>Full System and load Testing, Debugging, and Error Rectification</p>	<p><b>Output document:</b>  CST and CSLT</p>	15%
<p>Vulnerability Assessment, penetration testing and remediation activities</p>	<p>Result of the vulnerability and penetration test, remediation activities, and the certificate that signifies vulnerabilities found are remediated</p> <p><b>Output document:</b>  CPTR</p>	15%
<p>User Acceptance Testing and Bug Fixes</p>	<p>FIRB user acceptance sign-off</p> <p><b>Output document:</b>  Sign-off document and CSO</p>	8%

Activity	Deliverable	Percentage of payment
Knowledge Transfer	<b>Output document:</b> <ul style="list-style-type: none"> <li>a. CKTC;</li> <li>b. User manual (e.g., systems procedure, systems menus, systems screens, systems reports, systems function keys, systems error messages, and handling);</li> <li>c. System administration manual;</li> <li>d. Technical support and software manual (e.g., workflow diagram, details on technical support and software requirements, details on technical support and software security mechanism);</li> <li>e. Database manual (e.g., database structure/ application process flowchart, dependency flowchart);</li> <li>f. Migration procedure manual;</li> <li>g. Backup/disaster/recovery manual (e.g., software) if on-premise deployment;</li> <li>h. Contingency plan/business continuity manual (e.g., software);</li> <li>i. Operation manual (e.g., workflow diagram, details on computer operation requirements, details on computer operation security mechanism); and</li> <li>j. Technical administration manual</li> </ul>	2%
Full deployment	Deployment to production and NTRC sign-off  <b>Output document:</b> Sign-off document	5%

Note: Payment terms are preliminary and subject to change.

## ANNEX A

### Proposed FIRMS Epics and User Stories

No.	Epic	User/Persona <sup>8</sup>	User stories
<b><i>Development and migration of FIRMS to C# .Net Core Framework, Angular and MS SQL database</i></b>			
1	Development and migration of the FIRMS	Database	The database can normalize the redundant fields and utilize primary, secondary and foreign keys.
2	Development and migration of the FIRMS	FIRB	The FIRMS will be converted to Native Angular and all its Cognito Forms (forms A, B, C) to Native Angular design.
3	Development and migration of the FIRMS	FIRB	The FIRMS log-in/landing page will be redeveloped for a more inviting design.
4	Development and migration of the FIRMS	FIRB	Use a new Angular web template to accommodate the development.
5	Development and migration of the FIRMS	Database	The database can create code tables for all maintainable libraries of data [e.g. status, location, Strategic Investment Priorities Plan (SIPP), and Philippine Standard Industrial Classification (PSIC) codes].
6	Development and migration of the FIRMS	Database	The database can migrate itself including the tables and stored procedures from MySQL to MS SQL and perform ETL, as necessary.
7	Development and migration of the FIRMS	Database	The database can verify and check if all the data fields defined in Cognito Forms (A, B, C) are captured in the SQL database of FIRMS. If there is data in Cognito Forms that is not captured or saved in the database, perform ETL to clean and capture all missing data.
<b><i>ATIR and ABR Module data entry, submission, review, and approval enhancements</i></b>			
1	ATIR and ABR submission	RBE	The RBE can select the project from a list to create the ATIR and ABR.
2	ATIR and ABR submission	RBE	If a project is selected from the list, the FIRMS will pull data from the existing database to generate pre-filled ATIR and ABR forms.
3	ATIR and ABR submission	RBE	The RBE can indicate the year of its ATIR and ABR submission.
<b><i>Layered evaluation enhancements</i></b>			

<sup>8</sup> The "FIRB" shall be staffed by NTRC personnel responsible for operating, maintaining, improving, and utilizing the FIRMS.

No.	Epic	User/Persona <sup>8</sup>	User stories
1	Enhancement to the layered evaluation using an IPA account	IPA	The IPAs can have an alternate IPA Admin account; The FIRMS shall integrate any applicable Anti Red Tape Authority (ARTA) timelines and the mandated timelines for processing tax incentive applications under the Tax Code, as amended. This will ensure that the lead time for performing the layered evaluation process follows all applicable guidelines; and The selected IPA accounts can manually override user functions.
2	Layered evaluation using an FIRB account	FIRB	A workflow program module in the FIRMS will be developed for setting up the tiered evaluation process similar to the developed IPA layered evaluation.  The FIRB Admin account shall be able to configure the evaluation workflow and assign evaluators at each level of review up to the approval of the FIRB-TC and FIRB.  The suggested lead times for processing shall also be integrated into the workflow.
<b><i>Real-time information request list</i></b>			
1	Real-time IRL	IPA and FIRB	The IPA and FIRB can interact on a discussion page specifically created for a particular project.
2	Real-time IRL	IPA and FIRB	On the discussion page, the FIRB and IPA can post comments, upload documents, and view and update the status of the information request and the level of priority.
3	Real-time IRL	IPA and FIRB	The discussion page should capture the date when requests, comments, and documents are posted. The IPA and FIRB shall be notified of such.
<b><i>BIR TIN verification through API (BIR Interoperability)</i></b>			
1	BIR TIN Verification through API	RBE, IPA, and FIRB	The FIRMS should be able to validate the TIN indicated in Form A, under business registration, in the BIR e-Registration system, using the BIR TIN Query module.
<b><i>Automatic CBA</i></b>			
1	Automatic CBA	IPA Admin and FIRB Admin	The IPA Admin and FIRB Admin can assign specific roles to users so that only authorized personnel can configure and run the CBA module.
2	Automatic CBA	FIRB Administrator	The FIRB Admin can tailor the parameters used in the CBA, adapting the analysis to different projects or scenarios (e.g., discount rates, projected revenue growth, and tax rates, among others).
3	Automatic CBA	IPA and FIRB	The IPA and FIRB can seamlessly upload or input data into the system for the CBA

No.	Epic	User/Persona <sup>8</sup>	User stories
			module to access the necessary information.
4	Automatic CBA	IPA and FIRB	The FIRMS can automatically calculate the CBA once parameters are set and data is inputted.
5	Automatic CBA	IPA and FIRB	The IPA and FIRB can view a visual representation (i.e., charts or graphs) of the CBA results for quick insights.
6	Automatic CBA	IPA and FIRB	The IPA and FIRB can adjust the format and content of the CBA report to cater to different stakeholders.
7	Automatic CBA	FIRB	The FIRB can access and compare past CBA results to track changes and trends.
8	Automatic CBA	FIRB	The FIRB can run multiple scenarios in the CBA module, adjusting parameters to simulate potential outcomes.
9	Automatic CBA	IPA and FIRB	The IPA and FIRB can receive notifications if the CBA results fall outside of expected or acceptable ranges.
10	Automatic CBA	IPA and FIRB	The IPA and FIRB can integrate the CBA module seamlessly with other modules in the online system.
11	Automatic CBA	IPA and FIRB	The IPA and FIRB can customize the user interface of the CBA module for a personalized experience.
12	Automatic CBA	IPA and FIRB	The IPA and FIRB can export the CBA results in various formats (PDF, Excel, etc.) and share them with selected stakeholders.
13	Automatic CBA	IPA and FIRB	The IPA and FIRB can access tutorials, guides, and tooltips within the CBA module for effective system usage.
14	Automatic CBA	IPA and FIRB	The IPA and FIRB can create, save, and manage templates for recurring CBA scenarios, ensuring consistency and efficiency.
15	Automatic CBA	IPA and FIRB	The IPA and FIRB can collaborate in real-time with colleagues on a CBA, adding comments and annotations for collective input.
16	Automatic CBA	IPA and FIRB	The IPA and the FIRB can employ a 'Data Quality Validator', a tool that ensures data integrity by applying rule-based validation, detecting duplicates, maintaining consistency, checking data completeness, cross-referencing with trusted datasets, profiling overall data quality, and providing detailed error reports for timely rectification.
17	Automatic CBA	IPA and FIRB	The IPA and FIRB can customize dashboards to highlight key metrics and results from



No.	Epic	User/Persona <sup>8</sup>	User stories
			the CBA for quick overviews.
18	Automatic CBA	IPA and FIRB	The IPA and FIRB can set access levels based on roles, ensuring data and configurations are protected.
19	Automatic CBA	IPA and FIRB	The IPA and FIRB can view a detailed audit trail of all actions taken within the CBA module for transparency.
20	Automatic CBA	IPA and FIRB	The IPA and FIRB can easily import data from external sources and integrate it into the CBA.
21	Automatic CBA	IPA and FIRB	The IPA and FIRB can receive automatic updates to the CBA when underlying data or parameters are changed.
<b><i>IPA, RBE, and FIRB account functionalities and enhancements</i></b>			
1	IPA, RBE, and FIRB account functionalities and enhancements	RBE, IPA, and FIRB	The RBE, IPA and FIRB's user interface should be mobile and desktop view friendly.
2	IPA, RBE, and FIRB account functionalities and enhancements	FIRB	The FIRB shall have a general administration settings module to control the accounts management for IPAs and a permission management module to manage the IPAs' account security and access.
3	IPA, RBE, and FIRB account functionalities and enhancements	ALL	The system must provide secure user authentication (use of Multi-factor authentication and Captcha verification), and protection against Distributed Denial of Service (DDoS), web application attack, malware, data leakage and any other unauthorized access.
<b><i>IPA incentives system interoperability</i></b>			
1	IPA incentives system interoperability	PEZA/BOI/CDC/ FIRB	The system of the three (3) IPAs can pull data from the FIRMS. Likewise, the FIRMS can pull data from the IPA systems.
3	IPA incentives system interoperability	PEZA/BOI/CDC/ FIRB	The three (3) IPAs and FIRB can create a data mapping structure for the IPA system versus the data captured in the FIRMS.
4	IPA incentives system interoperability	FIRB	The FIRB can develop APIs (Microsoft .Net) for data interconnectivity between the FIRMS and the IPA system. The IPAs shall develop their own APIs to connect with the FIRB API.  For API connection security, the API key authentication will be created to compensate for the weakness of shared credentials, which made HTTP basic authentication a

No.	Epic	User/Persona <sup>8</sup>	User stories
			<p>deficient approach to authentication.</p> <p>With API key authentication, the API security solution authenticates the API key, at which point the server confirms the user's identity and allows him to access the API. The API key is sometimes called a 'bearer token'. The rationale is that if you have the token (i.e., you are the bearer of the token) you can 'talk' to the API.</p>
5	IPA incentives system interoperability	FIRB	Develop APIs for Forms A, B, C, ATIR and ABR, forms for Tax Subsidy, and other related forms as included in this terms of reference, with the TIN serving as the main identifier for other IPA systems to match and pull data.
<b><i>Real-time report generation, analytics, dashboard, and monitoring</i></b>			
1	Report generation, analytics, and monitoring	RBE	<p>The RBE can view the following in the FIRMS:</p> <p><u>For project/activity registration:</u></p> <ol style="list-style-type: none"> <li>1. Count and list of projects with committed investment capital with pending applications for registration under the CREATE Act (with the status of the pending application);</li> <li>2. Count and list of projects with committed investment capital of registered/approved/denied under the CREATE Act;</li> <li>3. Count and list of projects with actual investment capital with issued COR under the CREATE Act;</li> <li>4. Count and list of projects with actual investment capital registered before the CREATE Act;</li> </ol> <p><u>For CETI</u></p> <ol style="list-style-type: none"> <li>1. List of projects of the RBE and status of CETI for each project (i.e, "has not applied yet", "ongoing applications", "approved", "disapproved", "expired", "disabled", among others);</li> <li>2. Applicable income tax-based incentive for each project based on the approved CETI</li> </ol> <p><u>For CAI:</u></p>

No.	Epic	User/Persona <sup>8</sup>	User stories
			<p>1. List of projects of the RBE and status of the CAI for each project (i.e., “approved”, “disapproved”, “expired”, “disabled” among others);</p> <p>3. Number of items in the CAI for each project</p> <p><u>ATIR and ABR submission:</u></p> <p>1. Count and list of projects that have submitted or not submitted the ATIR and ABR per IPA; and</p> <p><u>Others:</u></p> <p>1. Reminders/notifications from the IPA or the NTRC.</p>
2	Report generation, analytics, and monitoring	IPA	<p>The IPA can view the following on its dashboard page based on projects/activities under the IPA's jurisdiction as registered in the FIRMS:</p> <p><u>For project/activity registration:</u></p> <p>1. Count and list of projects with pending applications for registration under the CREATE Act (with the status of the pending application);</p> <p>2. Count and list of projects registered/approved/denied under the CREATE Act;</p> <p>3. Count and list of projects with issued COR under the CREATE Act;</p> <p>4. Count and list of projects registered before the CREATE Act;</p> <p>5. Analytics on the projects registered (i.e., amount of investment capital of approved applications per IPA, nationality of the investor, and the location of approved projects, among others) with graphs and charts, as applicable;</p> <p><u>For CETI:</u></p> <p>1. List of projects registered under the IPA concerned with the status of the CETI for each project (i.e, “has not applied yet”, “ongoing application”, “approved”, “disapproved”, “expired”, “disabled”, among others);</p> <p>2. Applicable income tax-based incentive for each project based on the issued CETI;</p> <p>3. Processing time for each CAI application, with a summary of minimum, maximum, and average processing time of all CAI applications;</p>

No.	Epic	User/Persona <sup>8</sup>	User stories
			<p><u>For CAI:</u></p> <ol style="list-style-type: none"> <li>1. List of projects registered under the IPA concerned with the status of the CAI for each project (i.e., “no CAI yet”, “ongoing application”, “approved”, “disapproved”, “expired”, “disabled”. among others);</li> <li>2. Number of items in the CAI for each project;</li> <li>3. Count of projects with no CAI, ongoing application, with approved CAI, with disapproved CAI, with expired CAI, and with disabled CAI, among others;</li> <li>4. Processing time for each CAI application, with a summary of minimum, maximum and average processing time of all CAI applications;</li> </ol> <p><u>For ATIR and ABR submission:</u></p> <ol style="list-style-type: none"> <li>1. Count and list of projects which have submitted the ATIR and ABR per IPA;</li> <li>2. Analysis of the ATIR and ABR data and firm-level data (FLD) (with graphs and charts, as applicable);</li> <li>3. Count and list of projects availing a particular set of incentives (per tier) for the period and the amount of taxes foregone; and</li> </ol> <p><u>For the performance commitments:</u></p> <ol style="list-style-type: none"> <li>1. Status and compliance of performance commitments, auto-pulled from CETI and CAI databases.</li> </ol>
3	Report generation, analytics, and monitoring (e.g. actuals vs. projected)	FIRB	<p>The FIRB can view the following on the dashboard page based on ALL projects/activities as registered in the FIRMS:</p> <p><u>For project/activity registration and applications:</u></p> <ol style="list-style-type: none"> <li>1. Count and list of projects with pending applications for registration under the CREATE Act (with the status of the pending application);</li> <li>2. Count and list of projects registered/approved/denied under the CREATE Act;</li> <li>3. Count and list of projects with issued COR under the CREATE Act;</li> <li>4. Count and list of projects registered before the CREATE Act;</li> </ol>

No.	Epic	User/Persona <sup>8</sup>	User stories
			<p>5. Analytics on the projects applied and registered (i.e., amount of investment capital of approved applications per IPA, nationality of the investor, sectoral classification, location of approved projects, and IPA and FIRB average, minimum, and maximum processing time, among others) with graphs and charts, as applicable;</p> <p><u>For CETI:</u></p> <ol style="list-style-type: none"> <li>1. List of projects registered under the IPA concerned with the status of the CETI for each project (i.e., “has not applied yet”, “ongoing application”, “approved”, “disapproved”, “expired”, “disabled”, among others);</li> <li>2. Applicable income tax-based incentive for each project based on the issued CETI;</li> <li>3. Processing time for each CETI application, with a summary of minimum, maximum and average processing time of all CETI applications;</li> </ol> <p><u>For CAI:</u></p> <ol style="list-style-type: none"> <li>1. List of projects registered under the IPA concerned with status of the CAI for each project (i.e., “no CAI yet”, “ongoing application”, “approved”, “disapproved”, “expired”, “disabled”. among others);</li> <li>2. Number of items in the CAI for each project;</li> <li>3. Count of projects with no CAI, ongoing application, with approved CAI, with disapproved CAI, with expired CAI, with disabled CAI, among others;</li> <li>4. Processing time for each CAI application, with a summary of minimum, maximum and average processing time of all CAI applications;</li> </ol> <p><u>For ATIR and ABR submissions:</u></p> <ol style="list-style-type: none"> <li>1. Count and list of projects which have submitted the ATIR and ABR for all and per IPA;</li> <li>2. Analysis of the ATIR and ABR data/FLD (tax benefit, foregone, with graphs and charts, as applicable);</li> <li>3. Count and list of projects availing a particular set of incentives (per tier) for the period and the amount of taxes foregone;</li> </ol>

No.	Epic	User/Persona <sup>8</sup>	User stories
			<p>For the performance commitments:</p> <ol style="list-style-type: none"> <li>1. Auto-pull data from CETI information;</li> <li>2. Automated reminders on data entry requirements for RBEs and IPAs, for cut-off determination of reports. (e.g., all monthly approved are as of the last working day of the month);</li> <li>3. Automated send-out of monthly reports (based on predetermined report templates).</li> <li>4. Automated reminders on performance commitment timelines (i.e., what is already falling due / due already, to be sent to both RBEs and IPAs);</li> <li>5. On-track/behind tracking of performance commitments per submitted reports (tagging of status);</li> <li>6. Summary dashboards for the NTRC;</li> <li>7. Summary of risk areas based on the status of commitments;</li> <li>8. Change in beneficial ownership summary; and</li> <li>9. Change in name summary.</li> </ol>
4	Report generation, analytics, and monitoring	RBE	The RBE can download the analyses on the dashboard page as a doc file, excel file, or PDF.
5	Report generation, analytics, and monitoring	IPA	The IPA can download the analyses on the dashboard page as a doc file, excel file, or PDF.
6	Report generation, analytics, and monitoring	FIRB	The FIRB can download the analyses on the dashboard page as a doc file, excel file, or PDF.
7	Report generation, analytics, and monitoring	IPA	<p>The IPA can generate a masterlist of all RBEs and approved projects for the period or as of a particular period.</p> <p>The IPA can customize the masterlist per type of industry, per date of registration, and per amount of investment capital, among others.</p> <p>Example: The IPA can generate a list of its registered RBEs in 2010-2022 under the semiconductor industry with an investment capital of PHP 1 billion and above.</p>
8	Report generation, analytics, and	FIRB	The FIRB can generate a masterlist of all RBEs and approved projects for the period or

No.	Epic	User/Persona <sup>8</sup>	User stories
	monitoring		<p>as of a particular period.</p> <p>The FIRB can customize the masterlist per type of industry per IPA, per date of registration, and per amount of investment capital, among others.</p> <p>Example: The FIRB can generate a list of PEZA RBEs in 2010-2022 under the semiconductor industry with an investment capital of PHP 1 billion and above.</p>
9	Report generation, analytics, and monitoring	FIRB	The FIRB can export and download FLD in Excel format based on the consolidated ATIR and ABR submissions.
10	Report generation, analytics, and monitoring	FIRB	The FIRB can customize or filter the FLD to generate the amount of tax expenditures (taxes foregone) per IPA, per tax type, industry, and per location, among other iterations.
11	Report generation, analytics, and monitoring	IPA	The IPA can generate a masterlist of RBEs under the CREATE Act and their performance commitments/terms and conditions.
12	Report generation, analytics, and monitoring	FIRB	The FIRB can generate a masterlist of RBEs under the CREATE Act and their performance commitments/terms and conditions.
13	Report generation, analytics, and monitoring	IPA	<p>The IPA can generate a status of the compliance of RBEs, covering the RBEs' performance commitments based on their CETI application. The report shall include the following:</p> <ol style="list-style-type: none"> <li>1. List of registered projects/activities which have been issued a CETI;</li> <li>2. Performance Commitment imposed per project/activity;</li> <li>3. Actual performance;</li> <li>4. Reason for noncompliance, if any; and</li> <li>5. Reason for issuing CETI despite the noncompliance, as applicable.</li> </ol>
14	Report generation, analytics, and monitoring	FIRB	<p>The FIRB can generate a status of the compliance of RBEs, covering the RBEs' performance commitments based on their CETI application. The report shall include:</p> <ol style="list-style-type: none"> <li>1. List of registered projects/activities which have been issued a CETI;</li> </ol>

No.	Epic	User/Persona <sup>8</sup>	User stories
			2. Performance Commitment imposed per project/activity; 3. Actual performance; 4. Reason for noncompliance, if any; and 5. Reason for the issuance of CETI despite the noncompliance, as applicable.
15	Report generation, analytics, and monitoring	IPA	The IPA can cancel, suspend, or withdraw the previously issued COR, CETI, or CAI of a specific project/activity, after due process.
16	Report generation, analytics, and monitoring	FIRB	The FIRB can cancel, suspend, or withdraw the previously issued COR, CETI, or CAI of a specific project/activity, after due process. The FIRB can generate a tabular summary with identified data fields from the database.
17	Report generation, analytics, and monitoring	FIRB	Analytics shall also be viewable through Microsoft Power-Bi. Data columns under Forms A, B, C, COR, CETI, CAI, ATIR, ABR and all other forms that shall be identified in this terms of reference and shall be available for selection for analyzing and creating insights through the NTRC's Power BI account.
<b><i>BIR/BOC special access</i></b>			
1	BIR/BOC access	BIR	The BIR can log-in to the FIRMS using the provided BIR account with the BIR admin role.
2	BIR/BOC access	BIR	The BIR can verify the CETI control number and view the CETI in the FIRMS to check the legitimacy of the submitted CETI to them by the RBE to claim tax incentives.
3	BIR/BOC access	BIR	The FIRMS shall have a CETI verification module which is only accessible by the BIR and the FIRB Administrator, as staffed by the NTRC.
4	BIR/BOC access	BOC	The BOC can log-in the FIRMS using the provided BOC account with the BOC admin role.
5	BIR/BOC access	BOC	The BOC can verify, view, and download the CAI in a verification module.
6	BIR/BOC access	BOC	The FIRMS shall have a CAI verification module which is only accessible by the BOC and FIRB Administrator, as staffed by the NTRC.
<b><i>Digital signature signing of approved CORs, CETIs, CAIs, CES, and other related documents</i></b>			
1	Digital signature for approved CORs, CETIs, CAIs, CES, and other related documents	IPA and FIRB	The IPA and FIRB can develop a management module for digital signatures.
2	Digital signature for approved CORs,	IPA	The IPA can attach the PNPKI digital signature to the Board Resolutions, CETIs, CAIs,



No.	Epic	User/Persona <sup>8</sup>	User stories
	CETIs, CAIs, CES, and other related documents		CORs, and other IPA-issued document related to its registration and availment of tax incentives.
3	Digital signature for approved CORs, CETIs, CAIs, CES, and other related documents	FIRB	The FIRB can attach the PNPKI digital signature to the Board Resolution and COR of an approved application that has an investment capital of more than P1 billion.
4	Digital signature for approved CORs, CETIs, CAIs, CES, and other related documents	FIRB	The FIRB can attach the PNPKI digital signature to the Board Resolution and CES of an approved tax subsidy application.
4	Digital signature for approved CORs, CETIs, CAIs, CES, and other related documents	IPA and FIRB	The IPA and FIRB can attach the PNPKI digital signature to other related documents that will be generated by the system as needed.
<b>Presidential approval and COR issuance</b>			
1	Presidential approval	OP	The OP can log-in the FIRMS using the provided OP account with the OP Admin role.
2	Presidential approval	FIRB	The FIRB can submit the evaluation report and other relevant documents for the evaluation/decision of the OP. The OP will be notified of such.
3	Presidential approval	FIRB, IPA, and RBE	The FIRB, IPA, and RBE shall be notified when the OP has made an action.
4	Presidential approval	IPA	The IPA shall have the option if the project is to be elevated to the OP.
5	Presidential approval	IPA, FIRB, and OP	The users shall be notified of the status of the project elevated to the OP.
6	Presidential approval	OP	The OP shall be able to provide comments on the project and upload supporting documents or make other necessary actions.
<b>FIRB edit functionality for RBE and project details (data change request)</b>			
1	FIRB edit functionality for RBE and project details (data change request)	FIRB	The FIRB Administrator account will be able to view and edit all forms in the FIRMS submitted by the RBE and IPA, including the RBE and IPA profiles.
2	FIRB edit functionality for RBE and project details (data change request)	FIRB	All edits made by the FIRB Administrator account will be automatically reflected in the affected forms and modules.
3	FIRB edit functionality for RBE and project details (data change request)	FIRB	All edits made by the FIRB Administrator account will be recorded in the log files in the system.
4	FIRB edit functionality for RBE and project details (data change request)	FIRB	The FIRB Administrator account can upload the supporting document/letter/email in the system from the RBE and/or the IPA requesting the specific data change request.
<b>User Profile and settings update</b>			

No.	Epic	User/Persona <sup>8</sup>	User stories
1	Profile and settings update	RBE, IPA, and FIRB	<p>The RBE/IPA should be able to update or edit their profile information under their account.</p> <p>The Profile and Settings Update shall include, but is not limited to, the following::</p> <ul style="list-style-type: none"> <li>a. Name of an authorized representative;</li> <li>b. Designation of an authorized representative;</li> <li>c. Company (if an RBE);</li> <li>d. Contact number;</li> <li>e. Registered email address (can be changed/updated);</li> <li>f. Upload photo; and</li> <li>g. IPA name (if IPA).</li> </ul>
2	Profile and settings update	RBE, IPA, and FIRB	<p>When the IPA, RBE, or FIRB changes their registered email address, an email verification will be sent to the new registered email of the IPA.</p> <p>The users should be able to verify the email sent to the new email address. If the IPA fails to verify the email within an hour, the old IPA email will be reverted by the system.</p>
<b><i>Tax subsidy applications</i></b>			
1	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to register and create a user account.
2	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to log-in to the FIRMS.
3	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to file his application for tax subsidy. The applicant should be able to access and fill-out all required fields in the tax subsidy application form.
4	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to view the list of supporting documentary requirements.
5	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to upload the documentary requirements in support of the tax subsidy application.
6	Tax Subsidy Application	FIRB	The FIRB should be able to view the list of tax subsidy applications, view, and download relevant attachments to such.
7	Tax Subsidy Application	FIRB	The FIRB should be able to upload the evaluation report, FIRB resolution, and other documents as may be necessary to support the approval or denial of the application. The applicant should be notified of such.

No.	Epic	User/Persona <sup>8</sup>	User stories
8	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to track the status of the application.
9	Tax Subsidy Application	Tax subsidy applicant	The applicant should be able to access, view, and download only the FIRB Resolution, reply letter, and other documents as may be necessary to support the approval/denial of tax subsidy application.
<b>Monitoring of tax subsidy applications</b>			
1	Monitoring of tax subsidy application	Tax subsidy applicant	The applicant can monitor the actual utilization of tax subsidy.
2	Monitoring of tax subsidy application	Tax subsidy applicant	The applicant can upload the Special Allotment Release Order (SARO) issued by the Department of Budget and Management, either in PDF, JPEG, or PNG format.
3	Monitoring of tax subsidy application	FIRB	The FIRB shall be able to view a summary of tax subsidy approved and granted.
4	Monitoring of tax subsidy application	FIRB	The FIRB shall be able to generate a report on the actual utilization of the tax subsidy granted and upload documents for reference of the tax subsidy applicant.
<b>Generation of Certificate of Entitlement to Subsidy</b>			
1	Certificate of Entitlement to Subsidy	Tax subsidy applicant	The applicant should be able to log-in to apply for a CES.
2	Certificate of Entitlement to Subsidy	Tax subsidy applicant	The applicant should be able to upload a letter request for CES together with supporting documents.
3	Certificate of Entitlement to Subsidy	FIRB	The FIRB should be able to view and download the attachments in relation to the CES application.
4	Certificate of Entitlement to Subsidy	FIRB	The FIRB should be able to upload or generate the CES, which will feed into the report on actual utilization. The applicant shall be notified of such.
5	Certificate of Entitlement to Subsidy	Tax subsidy applicant	The applicant should be able to view and download the approved CES.
<b>Feedback mechanism</b>			
1	Feedback mechanism	FIRB/IPA	The FIRB/IPA can send a feedback form upon uploading the resolution in the FIRMS.
2	Feedback mechanism	IPA/applicant	Upon uploading the related resolution, an email notification will be sent to the IPA/applicant with the link to the related resolution.
3	Feedback mechanism	IPA/applicant	Upon clicking the link in the email, the IPA/applicant shall be redirected to the resolution and the FIRB/IPA's feedback form through the link provided in the email or through the FIRMS.
4	Feedback mechanism	FIRB/IPA	A report should be generated showing the status of all the feedback forms of all projects/subsidies. Projects/subsidies with uploaded resolutions will automatically be included in the list.

No.	Epic	User/Persona <sup>8</sup>	User stories
5	Feedback mechanism	IPA/applicant	A report should be generated showing the status of all the feedback forms of all projects/subsidies for the concerned IPA/applicant. Projects/subsidies with uploaded resolutions will automatically be included in the list.
<b>QR Code Validation</b>			
1	Quick response (QR) code validation	IPA and FIRB	The FIRMS will automatically generate a QR code that will also be shown in the generated COR, CETI, CAI, and other similar documents generated by the FIRMS, as a security feature and to allow the validation of the authenticity of the document generated by the FIRMS.
2	Quick response (QR) code validation	IPA, FIRB, and other agencies using the QR code	Users can scan the QR code on the documents generated by the FIRMS.
3	Quick response (QR) code validation	IPA, FIRB, and other agencies using the QR code	Upon successfully scanning the QR code, the URL embedded in the QR code will confirm that the document is authentic and valid. It will also inform the user that the document is invalid (e.g., expired) if its validity has already lapsed/expired.
<b>CETI enhancements</b>			
1	CETI enhancements	IPA	The IPA can add the validated amounts or measurements of the actual compliance of the RBE covering its performance commitments.
2	CETI enhancements	IPA	The IPA can upload documents supporting its monitoring of performance commitments.
3	CETI enhancements	IPA	The IPA can auto-generate the CETI reference numbers.
4	CETI enhancements	IPA	The IPA can make changes/revisions to the CETI, and issue a revised CETI to replace the originally-issued CETI.
5	CETI enhancements	IPA	The IPA can cancel/disable the CETI after its issuance.
<b>CAI application, issuance, and cancellation</b>			
1	Certificate of Authority to Import	RBE	The RBE can log into the FIRMS and navigate the CAI module to initiate or view the status of the CAI.
2	Certificate of Authority to Import	RBE	The RBE can apply for a CAI for each project or activity. The RBE shall list down the specific capital equipment, raw materials, spare parts and accessories that the RBE is allowed to import, which should all be directly and exclusively used in the registered project/activity.

No.	Epic	User/Persona <sup>8</sup>	User stories
3	Certificate of Authority to Import	RBE	The RBE can add supplemental items of importables to the previously approved CAI.
4	Certificate of Authority to Import	RBE	The RBE can upload documents in support of its application for initial CAI or supplemental CAI.
5	Certificate of Authority to Import	RBE	The RBE can receive real-time notifications or alerts on the status and updates of the CAI and Supplemental CAI submission, including notifications of CAI auto-renewal or non-renewal, or temporary and permanent disabling.
6	Certificate of Authority to Import	RBE	The RBE can access the list of importables included in the CAI, which shall contain the full list, including the approved supplemental items.
7	Certificate of Authority to Import	IPA	The IPA can log into the CAI module in the FIRMS to view the status of the CAI.
8	Certificate of Authority to Import	IPA	The IPA can process the applications for the initial CAI and supplemental items in the CAI.
9	Certificate of Authority to Import	IPA	The IPA can download and access the documents uploaded by the RBE for its application for initial CAI or supplemental CAI.
10	Certificate of Authority to Import	IPA	The IPA can update the status of each particular item in the CAI, including the supplemental items, as to “approved, disapproved, suspended, or expired” among others.
11	Certificate of Authority to Import	IPA	The IPA can generate a unique CAI ID for each CAI, following the convention to be provided by the NTRC. This unique CAI ID shall apply to all items in the CAI, including the supplemental items.
12	Certificate of Authority to Import	IPA	The IPA can auto-renew the items listed in the CAI, which should be normally at the beginning of the year, upon compliance by the RBE with the requirements to be imposed by the IPA, including the payment of the necessary fees, as applicable. Upon auto-renewal, the CAI ID shall also be automatically updated to reflect the current year.
13	Certificate of Authority to Import	IPA	The IPA can override the auto-renewal of the CAI and upload a document stating the reason for the non-renewal thereof.
14	Certificate of Authority to Import	IPA	The IPA can manually reactivate the CAI after the RBE complies with its deficiencies and lacking requirements.
15	Certificate of Authority to Import	IPA	The IPA can override the expiration date of the CAI and upload a document stating the reason for the override of the expiration date.

No.	Epic	User/Persona <sup>8</sup>	User stories
16	Certificate of Authority to Import	IPA	The IPA can temporarily or permanently disable the specific items in the CAI, or the entire CAI, as applicable, in case of suspension, cancellation or withdrawal of tax incentives. The IPA can upload a document stating the reason for the temporary or permanent disabling of the specific items in the CAI, or the entire CAI.
17	Certificate of Authority to Import	IPA	The IPA can manually reactivate the temporarily disabled specific items in the CAI, or the entire CAI, as applicable, in case the suspension of the tax incentives has been lifted.
18	Certificate of Authority to Import	IPA	The IPA can generate and extract periodic monitoring reports from the system based on the data fields provided in the CAI.
19	Certificate of Authority to Import	FIRB	The IPA shall have viewing access to all approved CAIs.
20	Certificate of Authority to Import	FIRB	The FIRB can generate reports based on the data fields provided in the CAI.
21	Certificate of Authority to Import	BOC	The BOC shall have viewing access to all approved CAIs.
<b><i>eGov PH mobile application integration</i></b>			
1	eGov PH App Integration	Database	The database can gather requirements and map the data needed by the eGov PH application for the RBEs to view basic information covering their projects..
2	eGov PH App Integration	FIRB	The FIRB will have access to an API that satisfies the data requirements of the eGov PH application.
3	eGov PH App Integration	RBE, IPA, and FIRB	The users can display selected information such as the RBE's basic info, incentives granted, and incentives duration, among others, for the eGov PH application.

Note: User stories are preliminary and may change during the course of the system planning and development.



## ANNEX B

### Proposed criteria for shortlisting/selection of prospective firm or company for the procurement of consultancy services for the enhancement of the FIRMS

**Table 1. Eligibility Shortlisting Criteria**

Criteria	Points
A. Firm experience	50
B. Qualifications of personnel <sup>9</sup>	30
C. Current workload relative to job capacity	20
<b>Total</b>	<b>100</b>
<b>Passing score</b>	<b>70</b>

**Table 2. Criteria for Eligibility Shortlisting**

Major criteria	Detailed shortlisting/selection criteria	Points
Firm experience (50 points)	<b>1. Company or firm with software development consultancy experience for a number of years (Max of 30 points)</b>	
	Above 10 years	30
	8 – 10 years	20
	5 – 7 years	15
	Less than 5 years	0
	<b>2. Software vendor with clients in the government and/or private sectors and has been involved in end-to-end software development projects and provision of support (Max of 20 points)</b>	
	Yes - government and private sectors	20
	Yes - private sector only	12.5
Yes - government sector only	12.5	
None	0	
Qualifications of personnel to be assigned (30 points)	<b>3. Highest educational background of the proposed members of the team (Max of 5 points)</b>	
	With Ph.D. degree in Information Technology <b>and</b> a team member with a finance or economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	5
	With MA/MS degree in Information Technology or other related degree	4
	With BS degree in Finance or Economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	3
	<b>4. The development team shall collectively have the Information and Communication Technology or related certifications below [Max of 20 points, (Choose all that may apply)]</b>	
	Certification or training in web application development	4
	Project management professional certification (PMP) or Information Technology Infrastructure Library (ITIL) Certified	3

<sup>9</sup> The total weighted percentage shall be computed based on the average scores of each proposed personnel based on their qualifications as stated in the shortlisting criteria.



Major criteria	Detailed shortlisting/selection criteria	Points	
	Certification or training in database management systems or ETL	4	
	Certifications or training related to Microsoft Azure Cloud Administration	3	
	Certification or training in systems administration (e.g., Microsoft Certified Windows Server administrator or Certified Linux Administrator)	2	
	Certification or training in Certified Information Systems Security Professional (CISSP) or equivalent	4	
	None	0	
	<b>5. Number of years of experience in an end-to-end web application software development (Max of 15 points)</b>		
	5 years and above	15	
	3-4 years	10	
	1-2 years	5	
	Current workload relative to job capacity (20 points)	<b>6. Number of all on-going awarded projects [Max of 10 points, ]</b>	
Zero		10	
Greater than or equal to one but less than four		6	
Greater than or equal to four but less than 6		3	
Greater than 6		0	
<b>7. Percentage of all listed members that are involved in ongoing awarded projects [Max of 10 points]</b>			
0%		10	
Greater than 0% but less than or equal to 30%		6	
Greater than 30% but less than 50%		3	
Greater than 50%		0	

**Table 3. QBE Criteria for Technical Proposal**

Criteria	Points
A. Quality of personnel	40
B. Experience and capability of the Consultant <sup>10</sup>	30
C. Plan of approach, work plan, and methodology	30
<b>Total</b>	<b>100</b>
<b>Passing score</b>	<b>70</b>

**Table 4. Breakdown of QBE Criteria for Technical Proposal**

Criteria	Detailed technical proposal criteria	Points
Quality of personnel (40 points)	<b>1. Highest educational background of the proposed members of the team (Max of 5 points)</b>	
	Note: Scores garnered shall be equally divided on the total number of proposed personnel using a weighted average.	
	With Ph.D. degree in Information Technology <b>and</b> a team member with a finance or economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of	5

<sup>10</sup> The total weighted percentage shall be computed based on the average scores of each proposed personnel based on their qualifications as stated in the technical criteria.

Criteria	Detailed technical proposal criteria	Points
	Investments and the Philippine Economic Zone Authority compliance work)	
	With Ph.D. degree in Information Technology or other related degree	2.5
	With Ph.D. degree in Finance or Economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	2.5
	With MA/MS degree in Information Technology <b>and</b> a team member with a finance or economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	4
	With MA/MS degree in Information Technology or other related degree	2
	With MA/MS degree in Finance or Economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	2
	With BS/BA degree in Information Technology <b>and</b> a team member with a finance or economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	3
	With BS/BA degree in Information Technology or other related degree	1.5
	With BS/BA degree in Finance or Economics related degree, including specific experience on tax practice covering tax filing and IPA compliance (e.g., Board of Investments and the Philippine Economic Zone Authority compliance work)	1.5
	Certifications/diploma/undergrad (no bachelor's degree) (Information Technology related)	2
<b>2. Trainings and certifications (Max of 20 points)</b>		
	Certification or training in web application development	4
	Project management professional certification (PMP) or Information Technology Infrastructure Library (ITIL)	3
	Certification or training in database management systems	3
	Certifications or training related to Microsoft Azure Cloud Administration	3
	Certification or training in systems administration (e.g., Microsoft Certified Windows Server administrator or Certified Linux Administrator)	3
	Certification or training in Certified Information Systems Security Professional (CISSP) or equivalent	4
	None	0
<b>3. Number of years of experience in an end-to-end web application software development (Max of 15 points)</b>		
<b>For key experts (Project manager, technical lead/architects and the like)</b>		
	5 years and above	10
	3-4 years	5

Criteria	Detailed technical proposal criteria	Points
	1-2 years	0
	<b>For Non-key experts (Software engineers, database administrators, QA engineers, DevOps engineers, and the like)</b>	
	5 years and above	5
	3-4 years	2
	1-2 years	0
Experience and capability of the Consultant (30 points)	<b>1. Company or firm with software development consultancy experience for a number of years (Max of 10 points)</b>	
	Above 10 years	10
	8 – 10 years	7
	5 – 7 years	5
	Less than 5 years	0
	<b>2. Software vendor with clients in the government and/or private sectors and has been involved in end-to-end software development projects and provision of support (Max of 10 points)</b>	
	Yes - government and private sectors	10
	Yes - private sector only	7
	Yes - government sector only	7
	None	0
	<b>3. ISO and/or related certifications (Max of 5 points)</b>	
	Yes	5
	No	0
	<b>4. Presented Certificate of Completion to similar projects (Max of 5 points)</b>	
	>5	5
	4 to 5	3
2 to 3	2	
<2	0	
Quality of approach, work plan, and methodology (30 points)	<b>1. Quality of work plan [Max of 30 points, (Choose all that may apply)]</b>	
	Detailed work plan schedule	12
	Key personnel is 100% dedicated to the project	6
	Well defined responsibility per member	6
	Well defined delivery schedule	6

**ANNEX C**  
**Service Level Agreement (SLA)**

The Consultant shall conform to the requirements stated in this SLA, which shall include the following:

**1. Service coverage**

The Consultant must cover all software services subscription or license upgrades (including third-party software embedded in the solution), troubleshooting, performance tuning, optimization, preventive maintenance, deployment, and dedicated technical support, as required by the NTRC. The replacement, including peripherals, and software services and technical support services, are part of the deliverables and with no additional cost to the NTRC.

**2. Response and resolution time**

- a. Service requests must be acted upon immediately by the Consultant through onsite and/or offsite support, depending on the request and according to the following response and expected resolution times of the NTRC.

**Response and Resolution Time Matrix**

Severity	Description	Response time <sup>11</sup>	Resolution time <sup>12</sup>
Critical	A Fault in the FIRMS which renders the NTRC unable to perform necessary business operations.	15 minutes upon the report of the incident	Two (2) hours upon acknowledgment of the incident
High	A Fault in the FIRMS which does not render the NTRC unable to use the FIRMS for necessary business operations, but causes limitations or restrictions in the use of important functionality of the FIRMS.		Four (4) hours upon acknowledgment of the incident
Medium	A Fault in the FIRMS which does not cause the NTRC any limitations or restrictions in the use of important functionality of the FIRMS, but may cause the NTRC to suffer	30 minutes upon the report of the incident	Five (5) hours upon acknowledgment of the incident

<sup>11</sup> **"Response time"** is the time interval between the first report of an incident by the NTRC and the elevation/acknowledgement of the Consultant.

<sup>12</sup> **"Resolution time"** is the duration from the time the Consultant starts to address the incident up to the time it is resolved and the system is restored to normal operations.

Severity	Description	Response time <sup>11</sup>	Resolution time <sup>12</sup>
	inconvenience in performing day to day business operations.		
Low	A Fault in the FIRMS where there are problems of a cosmetic nature which have little or no effect on the NTRC's business operations. This includes any inquiries or requests concerning the FIRMS.		Seven (7) working days upon acknowledgment of the incident

### 3. Technical support

- a. The Consultant must establish a single point of contact call center operation or helpdesk with hotline numbers and an email address. This contact point will provide timely and responsive support services such as, but not limited to, logging, troubleshooting, incident/problem reporting and escalation, and dispatch of onsite support (if needed). The Consultant shall assume all expenses related to onsite visits and services.
- b. The Consultant shall provide the NTRC with a Service Support Escalation list, including all contact details, for both local or international support. The Service Support Escalation list may be updated, and such an updated list must be immediately sent to the NTRC. Without any updated list, the existing Service Support Escalation list shall be deemed effective and operational. The Service Support Escalation list must include, at a minimum, the names, positions, email addresses and mobile numbers of the specified personnel.
- c. The Consultant is responsible for providing timely updates/information through letter/email about product support and developments (e.g., withdrawal/end-of-support, end-of-marketing, and new integration solutions, among others), software subscription, patches/fixes, relevant updates including installation, deployment, migration, and offsite/onsite technical support services as required by the NTRC at no additional cost.
- d. The Consultant must have qualified system engineers based on the shortlisting criteria specified certifications. The system engineers must have been trained to provide front line technical support directly to end users, and maintain a back line direct support relationship with the Product Manufacturer/Software Developer.
- e. The Consultant must be able to escalate unresolved reported incidents and be responsible for any coordination, inspection, implementation, checking, and updating with the NTRC to resolve the incident.

- f. The Consultant must provide 24/7 maintenance and technical support including but not limited to the following:
- Software troubleshooting;
  - Free software updates, if necessary (hotfixes);
  - Product manufacturer/software developer online knowledgebase; and
  - Re-installation and reconfiguration of the software and all associated and prerequisite software.
- g. The Consultant must be able to provide technical support and assistance via remote support [e.g. Webex, Virtual Private Network (VPN), etc.] when necessary.
- h. Any other support required to ensure smooth and trouble-free FIRMS operations.
- i. Dedicated support either through a subsidiary or branch office or a third-party Consultant. Qualification of support personnel shall be subject to evaluation and acceptance of the NTRC.