Module 3
Guidelines for the Procurement of Goods, Works and Non-Consulting Services for Subproject under I-SUPPORT
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GLOSSARY

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

**Bids and Awards Committee (BAC)** – Refers to the committee created under PRDP responsible for the procurement requirements of the Procuring Entity.

**Bid/Quotation** – Refers to a signed offer or proposal submitted by a supplier/ service provider/ consultant in response to an invitation to bid/quote by the PRDP. The term “Bid/Quotation” shall be equivalent to and be used interchangeably with “Proposal” and “Tender”.

**Bidder** – refers to an eligible bidder (i.e. contractor, manufacturer, supplier, distributor, service provider and/or consultant) competing for the award of a contract in any procurement by the PRDP.

**Bidding/Procurement Documents** – Refer to the documents issued by the procuring entity as the basis for bids/quotations, furnishing all information necessary for a prospective bidder to prepare a bid/quotations for the goods, infrastructure projects (as applicable), non-consulting services and/or consulting services required by the procuring entity. The term “Bidding/Procurement Documents” shall be equivalent to and be used interchangeably with “Request for Quotation” and “Request for Expression of Interest”. For PRDP, the Philippine Bidding Document for goods latest edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and WB shall be used, in case of national competitive bidding (NCB).

**Consulting services** – Refer to services for PRDP requiring adequate external technical inputs and professional expertise, such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; and (iii) other technical services or special studies.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier/ Service Provider/ Contractor/ Consultant as recorded in the Contract Form signed by the parties. The term “Contract” shall be equivalent to “Purchase Order” and “Work Order”.

**Goods and Non-Consulting Services** – Goods include vehicles, office and information technology equipment, office equipment/furniture, office supplies, software, Advocacy and IEC materials, communication equipment, tools, devices, construction materials, office maintenance and other related goods which may be needed in the implementation of PRDP or in the pursuit of any Project undertaking or activity. Non-Consulting Services refers to non-
personal or contractual services such as fabrication, lease, repair and maintenance of office/equipment, trucking, hauling, janitorial or security services, rental of equipment/vehicles, rental of venues and facilities, subscriptions of communications, engagement of short term resource persons or facilitators or documenters, catering services for workshops and trainings, attendance to external trainings and seminars and other short term services not considered as consulting services. It includes general support services i.e. commissioning, installations of supplied equipment.

**Personnel Selection Committee (PSC)** – A committee under PRDP in-charge in the selection and evaluation of PRDP technical consultants and contracted staff.

**Procurement** – The process of acquisition of goods, non-consulting services and contracting of consulting services by the PRDP through the NPCO, PSOs and RPCOs.

**Procurement Unit** – Established in the NPCO, PSOs, RPCOs to assist the BAC. Act as the BAC Secretariat.

**Procuring Entity** – Refers to the National Project Coordination Office (NPCO), Project Support Coordination Office (PSOs) and Regional Project Coordination Officer (RPCOs).

**Substantially Compliant/Responsive** – Compliance of a bid/quotation acceptable to the TWG/End-user considering that it satisfies the purpose or objective of the procurement at hand despite not fully complying the requirement stated in the request for quotation/proposal (RFQ/RFP). This is determined upon evaluation by the TWG/Technical Expert with the End-user when there are substantially compliance to the bid requirements including Purchaser’s specifications, and can be recommended as basis for the award of contract.

**Technical Consultant/ Contracted Staff** – Refers to PRDP hired technical consultants and contracted staff that are part of the Project staffing design to implement, perform functions and provide technical assistance and support on the day to day Project operations.

**Technical Working Group** – Created to assist the BAC in the procurement process, particularly in the eligibility screening, evaluation of bids, post qualification and provide necessary technical assistance.
I. INTRODUCTION

The I-SUPPORT Component would provide the overall management and implementation support mechanisms for the Project. The Component provides for functional and efficient project support mechanisms that would ensure smooth implementation of the Project across regions and including support for stakeholder engagement.

Procurement that are managed by the National Project Coordination Office (NPCO), Project Support Offices (PSOs), and Regional Project Coordination Offices (RPCOs) including support to Project management and implementation shall be carried out in accordance to this set of guidelines as indicated in the Loan Agreement and based on World Bank Procurement Guidelines and the Government Procurement Reform Act (RA 9184), as applicable.

This guidelines describes the methods and procedures for the procurement. In all cases, the procurement of goods, non-consulting and consulting services shall be in accordance with the Loan Agreement signed by the Government of the Philippines (GOP) and the World Bank (WB).

I. PURPOSE

The purpose of this guidelines is to inform those carrying out a project that is financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) and executed by the recipient, of the policies and procedure that govern the procurement of goods, works and non-consulting services and for selecting, contracting, and monitoring consultants required for the Philippine Rural Development Program (PRDP).

Procurement in PRDP aims to facilitate the timely acquisition of goods and services in support to Project implementation. It shall strengthen the capacity of NPCO, PSOs and RPCOs in the effective delivery of essential public investments and services; hence the need to establish an efficient and effective procurement system.

The I-SUPPORT Component will ensure that enhancement and updating of procurement guidelines will be done.
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

II. PROCUREMENT ORGANIZATIONS

The Bids and Awards Committee (BAC), Technical Working Group (TWG) and Procurement Unit/BAC Secretariat shall take on a larger share of responsibilities and delegated authority in terms of coordination, review and oversight of procurement activities.

1. Bids and Awards Committee (BAC)

Generally, the existing Bids and Awards Committee (BAC) of the Department of Agriculture shall be utilized for the procurement of goods and non-consulting services and selection of consultancy in PRDP. However, certain arrangements were made to accommodate the existing practice and to ensure a faster and efficient delivery of the goods and services.

2. Technical Working Group

The Bids and Awards Committee (BAC) may create, when necessary, a Technical Working Group from a pool of technical, financial and/or legal experts to assist in the procurement process such as:

(a) Review of the Technical Specifications, Scope of Work, and Terms of Reference
(b) Review of Bidding Documents
(c) Shortlisting of Consultants
(d) Eligibility Screening
(e) Evaluation of Bids;
(f) Evaluation of technical and financial proposals
(g) Post-Qualification
(h) Resolution of Request for Reconsideration
(i) Provide necessary technical assistance

TWG may not be required for procurement of standard or off-the-shelves goods and non-consulting services. BAC Recommendation will suffice as it presumed regularity in the performance of its function.
3. **Procurement Unit/BAC Secretariat**

A Procurement Unit shall be established in the NPCO, PSOs and RPCOs to assist the BAC.

The NPCO-Procurement Unit may compose of the following:
- Unit Head;
- Alternate Unit Head;
- Procurement Specialist/s;
- Procurement Officer/s;
- Associate Procurement Officer/s;
- Project Development Associate/s;

The PSO-Procurement Unit may compose of the following:
- Unit Head;
- Alternate Unit Head;
- Procurement Specialist/s;
- Procurement Officer/s;
- Associate Procurement Officer/s;

The RPCO-Procurement Unit may compose of the following:
- Procurement Officer/s;
- Associate Procurement Officer/s;

The Procurement Unit shall coordinate with respective PRDP Components/Units for any clarification, technical assistance or relevant concerns to procurement.

4. **National Project Coordination Office (NPCO)**

A Special Bids and Award Committee (SBAC) was created with the following functions:
(a) advertise and/or post the invitation to bid/request for expressions of interest;
(b) conduct pre-procurement and pre-bid conferences;
(c) determine the eligibility of prospective bidders;
(d) conduct shortlisting of consultants (firms/individual consultants);
(e) receive and open bids;
(f) conduct the evaluation of bids;
(g) conduct evaluation of technical and financial proposals;
(h) undertake post-qualification proceedings;
(i) resolve requests for reconsideration;
(j) recommend award of contracts to the HOPE or his duly authorized representative;
(k) recommend the imposition of sanctions in accordance with Rule XXIII;
(l) perform such other related functions as may be necessary, including the creation of a Technical Working Group (TWG) from a pool of technical and financial experts from different components/units to assist in the following:

The Procurement Unit of NPCO was designated by HOPE as the SBAC secretariat to provide main support of SBAC. The Secretariat shall have the following functions and responsibilities:
(a) Provide administrative support to the SBAC and the TWG;
(b) Organize and make all necessary arrangements for SBAC and the TWG meetings and conferences;
(c) Prepare minutes of meetings and resolutions of the BAC;
(d) Take custody of procurement documents and other records and ensure that all procurements undertaken by the Procuring Entity are properly documented;
(e) Manage the sale and/or distribution of Procurement/Bidding Documents to interested and potential bidders;
(f) Advertise and/or post procurement opportunities, including Bidding Documents, RFQs, REOIs, and notices of awards;
(g) Assist in managing the procurement processes;
(h) Monitor procurement activities and milestones for proper reporting to relevant agencies when required;
(i) Consolidate PPMPs from RPCOs and PSOs and prepare the APP; and
(j) Act as the central channel of communications for the SBAC with end-user or implementing units, other government agencies, providers of goods, infrastructure projects, and consulting services, observers, and the general public.

5. **Project Support Office (PSO)**

PSOs utilized the existing BAC of the regional office where the PSO is based. However, the Technical Working Group was created in the PSOs to support the regular BAC in the evaluation of the quotations and technical and financial proposals of the consultants and Curriculum Vitae of the technical staff of PSO. Certain arrangements were made to accommodate the existing practice and to ensure a faster and efficient delivery of the goods and services such as creation of Special Bids and Awards Committee (SBAC).
6. Regional Project Coordinating Office (RPCO)

The regular Bids and Award Committee of the DA Regional Offices conducts for the procurement of goods, non-consulting services and selection of consultants for the RPCOs.

III. PROCUREMENT PLAN AND REVIEW BY THE BANK

The Procuring Entity (Department of Agriculture through PRDP) shall ensure that the goods, non-consulting services and consulting services to be procured are included in the Procurement Plan of the Project duly approved by the Bank. Trainings and incremental operating costs do not require Bank’s approval but may be reflected in the Procurement Plan or Work and Financial Plan, for purposes of guiding the project to reflect all items of expenditures in the budget.

1. Prior Review

Procurement requirements subject to prior-review will be conducted by the Bank to which the procurement at hand is charged following the thresholds below.

**TABLE 1**

<table>
<thead>
<tr>
<th>Procurement Method</th>
<th>Threshold (Value $)</th>
<th>Prior Review</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Procurement of Goods</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Competitive Bidding</td>
<td>above 3M</td>
<td>All Contracts</td>
</tr>
<tr>
<td>National Competitive Bidding</td>
<td>≥3M</td>
<td>≥ 2M</td>
</tr>
<tr>
<td>Shopping</td>
<td>&lt;200,000</td>
<td>none</td>
</tr>
<tr>
<td>Direct Contracting</td>
<td>≥ 2M</td>
<td></td>
</tr>
<tr>
<td><strong>Selection of Consulting Firms</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Cost Based Selection (QCBS)</td>
<td>≥ 300,000 (may be used also for &lt;300,000)</td>
<td>≥ 1M</td>
</tr>
<tr>
<td>Fixed Budget Selection (FBS)</td>
<td>≥ 300,000 (may be used also for &lt;300,000)</td>
<td>≥ 1M</td>
</tr>
</tbody>
</table>

1 Refer to page 21 of the Cross Reference Guidelines for Procurement.
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

| Consultants Qualification Selection (CQS) | 300,000 and below | none |
| Single Source Selection (SSS) | On exceptional basis subject to justification in accordance with paras. 3.9 and 5.4 of Consultant Guidelines | ≥ 1M |

Selection of Individual Consultants and PRDP Technical Consultants and Contracted Staff

| Selection of Individual Consultant (SIC) | none |
| Single Source Selection (SSS) | On exceptional basis subject to justification in accordance with paras. 3.9 and 5.4 of Consultant Guidelines | ≥ 0.3M |

2. **Post Review**

The Bank shall carry out procurement supervision missions to conduct post review of contracts that are not subject to the above prior review requirements on a frequency of every twelve (12) months or as agreed with PRDP. The procurement post-review shall cover at least 20 percent (or as agreed with PRDP) of the post reviewed contracts.

IV. **METHODS OF PROCUREMENT**

1. **Particular Methods of Procurement of Goods and Non-Consulting Services**

1.1. Goods and non-consulting services amounting to US$3,000,000 and above per contract will be procured following the World Bank procedure for *International Competitive Bidding (ICB)*. International Competitive Bidding (ICB) for goods and non-consulting services will most likely not be utilized but in case this is used, goods and non-consulting services amounting to US$3,000,000 and above per contract will be procured following the World Bank procedure for International Competitive Bidding (ICB);

1.2. Contracts estimated to cost US$200,000 equivalent and above but not more than US$3,000,000 will be procured through *National Competitive Bidding (NCB)*, where
the Philippine Bidding Documents\textsuperscript{2} latest edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and WB shall be used, where criteria and procedures provided for in the PBD for Goods shall apply;

1.3. Procurement for goods and non-consulting services costing below $200,000 will be awarded based on \textit{Shopping Method}, by comparing price quotations obtained from at least three suppliers.; and

1.4. \textit{Direct Contracting Method} (if applicable and may be an appropriate method under several circumstances).

2. \textbf{Particular Methods of the Selection of Consultants’ Services}

2.1 \textit{Quality and Cost} –\textit{based Selection}. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality-and Cost-based Selection; and

2.2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality-and Cost-based Selection maybe used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (i) \textit{Selection under Fixed Budget}; (ii) \textit{Selection based on Consultants’ Qualifications}; (iii) \textit{Single Source Selection of Consulting Firms}; (iv) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultants’ Guidelines for \textit{Selection of Individual Consultants}; and (v) \textit{Single Source procedures for the Selection of Individual Consultants}.

\textbf{V. PROCUREMENT PROCEDURES AND TIMELINES}

The method of procurement to be used must always be as indicated in the approved Annual Procurement Plan (APP). There has to be an allocation for items or contingencies wherein procurement through Shopping has been identified. Otherwise, the APP would have to be amended or updated. Change in the mode of procurement must be approved by the Head of the Procuring Entity (HOPE).

\textsuperscript{2} Refer to Annex 2 of Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting Services for Enterprise Development Component (I-REAP Component).
1. Procurement steps and timelines for common and most expected procurement methods for goods and non-consulting services

a. Shopping Method

Shopping is a procurement method based on comparing price quotations obtained from several suppliers or service providers with at least three quotations, to assure competitive prices, and is an appropriate method for procuring readily available off-the-shelf goods or standard specification commodities and non-consulting services.

The following steps need to be followed in procuring through the Shopping Method:

**TABLE 2**

**SHOPPING METHOD**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Procurement, Contract Implementation and Payment Phase</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation and signing of supporting documents such as Technical Specifications, Proposal, Inventory List, Distribution List, et.al (whichever, is applicable).</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Preparation and approval of Purchase Request Action Slip (PRAS). PRAS shall contain description of the goods and non-consulting services to be procured for goods or the type, size, major items and other important or relevant features.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Preparation and approval of Request for Quotation (RFQ).</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Posting of Request for Quotation on PhilGEPS/ PRDP website. For transparency purposes, the Procurement Unit shall post the Request for Quotation (RFQ) for information purposes at PhilGEPS/ PRDP website for at least 3 calendar days. Posting is not required for RFQs with estimated project costs equal to Fifty Thousand Pesos (Php50,000.00) and below. Procurement Unit and canvassers shall issue the Request for Quotation (RFQ) by letter, facsimile, by electronic means or through a direct invitation to at least three (3) suppliers in good standing. A supplier of good standing is one who is known to be in the business of providing the goods to be procured, duly</td>
<td>3</td>
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</tbody>
</table>
registered with the Department of Trade and Industry (DTI)/Securities and Exchange Commission (SEC) or Cooperatives Development Authority (CDA) and has not committed a breach of contract in previous transactions with the DA PRDP or other government agencies or local government unit. To minimize the risk of getting only one or two quotations, the Procurement Unit and canvassers are advised to issue more than three RFQs. The Procurement Unit shall extend the deadline of submission in cases of any amendment to the RFQ or should there be a need to widen invitations.

The supplier shall submit their quotation to the Procurement Unit within the duration stated in the RFQ. A supplier is allowed to submit an offer which provides for superior specifications and/or better terms and conditions advantageous to the PRDP at no extra cost. However, the BAC/TWG should not give any bonus, credit or premium to such offer in the evaluation of quotations. Any quotations submitted after the deadline shall be declared “Late”. No bid or performance securities are required. Quotations may be submitted by letter, facsimile, or by electronic means.

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<tbody>
<tr>
<td>5</td>
<td>Opening of quotations</td>
<td>5</td>
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<tr>
<td>6</td>
<td>Conduct of evaluation of quotation including post qualification and submission of the recommendation of award.</td>
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</table>

If the bid is above EPC, it shall not be automatically rejected. The current market prices must be established. And the acceptance of bids is subject to availability of funds.

Award of contract shall be made to LCRB as evaluated and corrected for computational errors, and other modifications. Award to supplier or service provider with the most responsive or substantial quotation/proposal which exceeds the EPC can be made provided that the cost is the prevailing market price at the time of procurement; and, fund is available to cover the additional cost.

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<tbody>
<tr>
<td>7</td>
<td>Preparation and approval of BAC Resolution.</td>
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</table>

The Procurement Unit/BAC Secretariat prepares the BAC Resolution recommending award of contract to the LCRB or recommendation of failure of procurement. This is signed by the members of the BAC and approved by the HOPE.
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Preparation and funding of Obligation Request. Preparation and approval of Purchase Order (P.O.)/ Work Order (W.O.)/ Contract, whichever is applicable.</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Serving of approved PO/WO/Contract to the winning supplier.</td>
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<tr>
<td>10</td>
<td>Supplier delivers the goods and non-consulting services per delivery schedule.</td>
<td>30</td>
</tr>
<tr>
<td>11</td>
<td>Inspection and acceptance of delivered items. For goods, an Inspector shall inspect the goods against the delivery receipt and the PO. The Inspector and End-user shall prepare and sign the Inspection and Acceptance Report; For non-consulting services, a Certification for Services Rendered issued by the End-user shall be prepared and approved in lieu of Inspection Report.</td>
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<td>12</td>
<td>Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</td>
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<td></td>
<td><strong>Total</strong></td>
<td><strong>55 WD</strong></td>
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Procedure: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

**Figure 1**

Procurement steps for Shopping Method

<table>
<thead>
<tr>
<th>END USER</th>
<th>FINANCE</th>
<th>PROCUREMENT UNIT/ BAC SECRETARIAT</th>
<th>BAC</th>
<th>CANVASSERS</th>
<th>SUPPLIER/ SERVICE PROVIDER</th>
<th>TWG</th>
<th>HOPE</th>
<th>INSPECTION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Preparation and signing of RFQ by Requesting Office</td>
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<td></td>
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<td>Earmarking of funds for allocation</td>
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<td>Control, review and signing of RFQ as to inclusion in the budget and completeness and correctness of specifications and attachments</td>
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<td>Signing as to funds availability</td>
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<td>Preparation of RFQ</td>
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<td></td>
<td>Signing of RFQ</td>
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<tr>
<td></td>
<td></td>
<td>Canvassing, invitation and submission of bids/quotations</td>
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<td>Preparation and submission of bids/quotations</td>
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<td>Approval of BAC Resolution</td>
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<td>Approval of Contract</td>
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<td>Processing of obligation and finding of contract</td>
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<td>Preparation of Obligation Request</td>
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<td>Signing of contract</td>
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<td>Conforms of contract</td>
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<td>Receipt of delivered items</td>
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<td>Delivery of goods and services</td>
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<td>Inspection of delivered items</td>
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<td>Acceptance of delivered items</td>
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<td>Preparation of invoices and supporting documents for payment</td>
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<td></td>
<td></td>
<td>Processing and facilitation of payment</td>
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</tbody>
</table>

Pre-procurement functions shall be a primary responsibility of End-user and with coordination with Finance (Budget and Finance) and Procurement Unit/BAC Secretariat; BAC and its Secretariat and Procurement Unit shall be responsible for the actual procurement; and post procurement phase pertains to contract implementation, delivery, monitoring and payment which shall be a shared responsibility of Admin Unit (in coordination with concerned DA Offices and Committee) and the End-user.
b. Direct Contracting Method

Direct contracting is contracting without competition (single source) when there is limited supplier or service provider for the goods or non-consulting services to be procured with the following considerations:

b.1. Where there is existing contract for goods or non-consulting services awarded in accordance with these guidelines can be extended for additional goods and non-consulting services of a similar nature. The Project shall be satisfied in such cases that no advantage could be obtained by further competition and that the prices for direct contracting are reasonable within the budget or as established prevailing in the market.

b.2. Standardization of equipment, spare parts or non-consulting services to be compatible with existing equipment or service justify additional purchases from the original Supplier or service provider. The price and the advantages of another make or source of equipment or service/s shall have been considered reasonable i.e. within the available budget, unit cost/rate is equal or less than the original contract;

b.3. The required goods or non-consulting services are proprietary and/or obtainable only from one source; and

b.4. In exceptional cases, such as, but not limited to, in response to natural disasters and emergency situations;

For goods and non-consulting services to be procured through Direct Contracting, the procedures/steps discussed on shopping shall be applied except that the Request for Quotation shall be issued to only one known supplier. The Procurement Unit or End-user shall issue a certification that there is only one known supplier for the goods/ non-consulting services to be procured based on its conduct of market survey and due diligence. Procurement Unit in coordination with the End-user shall submit to the WB for its review and no objection a sufficiently detailed justification, including the rationale for direct contracting instead of a competitive procurement process and the basis for recommending a particular supplier/service provider.

The following steps need to be followed in procuring through the Direct Contracting Method:
# Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

## TABLE 3
**DIRECT CONTRACTING METHOD**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Procurement, Contract Implementation and Payment Phase</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation and signing of supporting documents such as Technical Specifications, Inventory List, Distribution List, et.al (whichever is applicable).</td>
<td>5</td>
</tr>
</tbody>
</table>
| 2     | Preparation and approval of Purchase Request Action Slip (PRAS).  
PRAS shall contain description of the goods and non-consulting services to be procured for goods or the type, size, major items and other important or relevant features. | 5 |
| 3     | The Procurement Unit/ End-user shall solicit quotation directly from the supplier/service provider with a certification and/or justification as the sole/exclusive distributor/supplier.  
Preparation and signing of the request for the No Objection for direct contracting and a sufficiently detailed justification, including the rationale for direct contracting instead of a competitive procurement process and the basis for recommending a particular supplier.  
Endorsement to World Bank of the request for NOL. | 5 |
| 4     | Issuance of World Bank NOL | 5 |
| 5     | Upon receipt of the Bank’s approval, the Procurement Unit/BAC Secretariat prepares the BAC Resolution recommending award of contract through Direct Contracting Method of Procurement. This is signed by the members of the BAC and approved by the HOPE. | 5 |
| 6     | Preparation and approval of Purchase Order (P.O.)/ Work Order (W.O.)/ Contract whichever is applicable.  
Preparation and funding of Obligation Request. | 5 |
| 7     | Serving of approved PO/WO/Contract to the supplier. |  |
| 8     | Supplier delivers the goods and non-consulting services per delivery schedule. | 30 |
| 9     | Inspection and acceptance of delivered items. |  |
For goods, an Inspector shall inspect the goods against the delivery receipt and the PO. The Inspector and End-user shall prepare and sign the Inspection and Acceptance Report;

For non-consulting services, a Certification for Services Rendered issued by the End-user shall be prepared and approved instead of Inspection Report.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Payment processing.</td>
</tr>
<tr>
<td></td>
<td>End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</td>
</tr>
</tbody>
</table>

| Total | 55 WD |

---

21
Figure 2

Procurement steps for Direct Contracting Method
2. Selection of Consultants’ Services

2.1. Developing Terms of Reference

The key document in the selection and engagement of short-term consultancy services and PRDP Technical personnel and staff is the Terms of Reference (TOR). It explains the objectives of the assignment, scope of work, activities, tasked to be performed, respective responsibilities of the Borrower and the Consultant or PRDP Technical personnel and staff, expected results and deliverables of the assignment. A comprehensive and clear TOR is important for the understanding of the assignment and its correct execution.

a. Preparation of Terms of Reference (TOR)

The borrower, through the DA, shall be responsible for preparing the TOR for the project. The scope of the services described in the TOR shall be compatible with the available budget. The TOR consists of the following sections:

i. Background of the project;
ii. Objectives of the assignment;
iii. Scope of work;
iv. Transfer of Technology/Knowledge (if necessary);
v. List of reports or specific deliverables by the Consultant/s;
vi. Timelines or period of performance, particularly schedule of submission of reports or completion of deliverables;
vi. Data, local services, personnel, and facilities to be provided by the Borrower;
viii. Institutional and organizational arrangement;
ix. Qualifications of the consultants required whether individual or firm: for firms, the qualification of the project team leader and must be specified; and
x. Estimated project cost, the terms of payment and the source of funds.

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4 Time-based or Lump-sum standard form of contract shall be used for consultants’ services, available at www.worldbank.org website.
b. Sectional Parts of the TOR

b.1. Background of the project

The background of the project should summarize the main features of the project and describe the assignment’s objectives and general purpose. Such may include the following:

i. Name of the Proponent Office;
ii. Project Location;
iii. Rationale of the project;
iv. List of relevant studies and basic data;
v. Need for consultants in the project and issues to be resolved; and
vi. Brief description of the activities to be carried out by the consultants.

b.2 Objectives

The objective contains the expected output/results of the consultant. The objectives of hiring a consultant may include the preparation of development programs, determination of project feasibility, among others.

b.3 Scope of Work

The Scope of Work shall detail all the main activities or tasks to be conducted by the consultants as well as the expected results. For non-phased implementation projects, the TOR should describe only the activities, not the approach or methodology by which the results are to be achieved, since these are the task or the proponents. Nevertheless, the scope of work of the TOR may provide suggestions on the approach or methodology by which the results are to be achieved, since these are the task or the proponents. However, the scope of work of the TOR may provide suggestions on the approach or the methodology that consultants could or should use to execute the project and, under certain selection methods, can indicate the estimated staff months required. If adherence to such suggestions is made by both parties, it must be indicated in the contract in order to bind both parties.
For phased implementation, the scope of work of the TOR should be more detailed for the first phase and the subsequent phases may be refined based on the output/outcome of the first phase.

In the TOR, the scope of work of the project is usually defined by addressing the following issues:

i. Definition, scope, limits, and criteria of acceptance of the consultants;
ii. Desired level of detail (level of design, accuracy, composition of cost estimates, and so forth);
iii. Span of projections (time horizon, life span of project components);
iv. Necessary comparison of the assignment with similar projects;
v. Main issues to be addressed;
vi. Alternative to be considered;
vii. Necessary surveys, special analyses, and models;
viii. Special equipment requirements;
ix. Institutional and legal framework of the project;

x. Transfer of knowledge, objectives, and scope;
xi. Language requirements;
xii. Units of measurement to be used;
xiii. Needs for continuity, such as data gathering; and
xiv. Quality management requirement (if needed).

b.4 Transfer of Technology (as applicable).

If transfer of knowledge and training are required as part of the assignment, the end-user or proponent office shall decide whether to include a training program in the TOR and indicate that if such format is copyrightable, the ownership thereof shall be in favour of the Program.

Thus, if a training program is included, additional time and budget may be allocated.

b.5 Timelines or Schedule of Deliveries.

It should contain the estimated duration of the assignment, from the date of
commencement to the date of end-user or proponent office receives and accepts the consultant’s final report on a specified completion date. Other dates may be considered provided it shall be duly contained in the contract – for example, the date of effectiveness of the contract.

- **Required Report.** The TOR should clearly define the output and deliverables required from the consultant, such as reports, maps, drawings, software, etc. It may indicate the format, frequency, type (audio, VCD, CD, etc.) and content of reports as well as the number of copies, the language, and the names of the prospective recipients of the reports. For all major reports, an executive summary may be requested from the consultant/s. All reports/output in whatever form shall be the property of DA.

- **Institutional Requirements.** The TOR shall clearly specify to whom the consultant will report to (the institutional arrangements for the supervision of consulting work). Additionally, the TOR shall include the facilities and counterpart staff to be provided or designated by the end-user or proponent Office.

  This includes the surrounding assignment; indicate the roles and responsibilities of everybody involved; and specify the type, timeframe, and relevance of everyone’s participation, including the Project’s Office. The TOR should define the hierarchy and level of authority of counterpart personnel as well as the requested level of experience of the proponent office’s personnel who will form part of the consultant’s team.

- **Qualifications of Consultants.** Consultants may be hired individually or through a firm depending upon the requirements of the project. For individual consultants, they are normally employed or assigned when teams of personnel are not required and/or no additional outside professional support is required and the experience and qualifications of the individual are the paramount requirement. Individual Consultants are selected based on their expertise and qualifications, such as:

  i. Academic background;
  ii. Expertise;
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

iii. Experience  
iv. Capability to transfer knowledge or technology  
v. Personality traits  
vi. Other specific requirements as may be indicated by the Proponent Office such as books written, manuscript published, among others.

For consulting firms, the expertise and experience of the Firm related to the assignment, as well as the qualifications and competencies of the key staff for the assignment must be indicated in the TOR and no individual consultants can participate.

c. Remuneration and Terms of Payment  
The payment of remuneration of Consultants may be time-based or lump-sum.

c.1 Time Based is used when hiring a consultant for complex assignments for which remuneration is being determined on the basis of the time actually spent by the consultant in carrying out the services. Payment may be made monthly for specified period of time.

c.2. Lump-sum Remuneration is used when hiring a consultant to provide services for an agreed predetermined lump-sum price based on specific deliverables. The schedule of payments is linked to the delivery of certain outputs.

c.3 On Remuneration and Contracting (based on WB Guidelines and Comparative Data from similar foreign assisted projects)

2.2. Procurement steps and timelines for common and most selection of consultants' services

a. Quality and Cost Based Selection (QCBS)

This method uses a competitive process among short-listed firms that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm. Cost as a factor of selection shall be used prudently. The comparative weight must be given as to the quality and cost
for each case depending on the nature of project. It is the method most commonly recommended for selecting consultants for World Bank funded assignments.

The following considerations using the QCBS are as follows:
Ø The type of service required is common and not too complex;
Ø The scope of work of the project can be precisely defined and the Terms of Reference (TOR) are clear and specified;
Ø The Borrower and the consultants can estimate with reasonable precision the staff time, the project duration and the other inputs and cost required of the consultant(s);
Ø The risk of undesired downstream impacts are quantifiable and manageable; and
Ø The capacity building program is attainable and feasible as it is easy to estimate in duration and staff time effort.

QCBS is appropriate, but not limited to, the following projects:
• Feasibility studies and designs wherein the project is simple and well defined. Known technical solutions are being considered, and the evaluation of the impacts from the services or from design mistakes are not substantial and not difficult to estimate;
• Preparation of bidding documents and detailed designs;
• Supervision of the construction of works and installation of equipment;
• Technical, financial, or administrative services;
• Procurement and inspection services; and
• Other engagements that qualifies the above considerations

The following are the requirements for preparation of shortlist:
• First consideration to qualified firms expressing interest; other sources can be consulted, if necessary;
• Six firms with wide geographic spread. If less than 6 firms, must secure Bank approval;
• Not more than two firms from one country;
• At least one qualified firm from a developing country – if available; and
• No changes is allowed without Bank’s concurrence – after Bank’s no objection.
TABLE 4
QUALITY AND COST BASED SELECTION (QCBS)

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Selection, Contracting and Payment Phase</th>
<th>Ideal Period of action (Working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of the TOR</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of cost estimate and the budget</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.</td>
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<tr>
<td>4</td>
<td>WB gives ‘no objection’ letter (NOL1)</td>
<td>5</td>
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<tr>
<td>5</td>
<td>Upon receipt of the Bank’s approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest</td>
<td>1</td>
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<tr>
<td>6</td>
<td>Advertising/posting of the REOI</td>
<td>10 (14cd)</td>
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<tr>
<td>7</td>
<td>Receive Expression of Interest</td>
<td></td>
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<tr>
<td>8</td>
<td>Preparation of the short list of consultants and Request for Proposal (RFP) and the submission of the same to World Bank</td>
<td>5</td>
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<tr>
<td>9</td>
<td>Issuance and receipt of the WB NOL for the RFP and shortlist (NOL2)</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Issuance of Request for Proposal (RFP)</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>Preparation and submission of Proposals</td>
<td>22 (4weeks)</td>
</tr>
<tr>
<td>12</td>
<td>Receive Technical and Financial Proposal</td>
<td>5</td>
</tr>
<tr>
<td>13</td>
<td>Evaluation of technical proposals and endorsement to the WB for NOL: consideration of quality</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Receive Banks No Objection on Technical Evaluation (NOL3)</td>
<td>5</td>
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<tr>
<td>15</td>
<td>Public opening of financial proposals</td>
<td>5</td>
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<tr>
<td>16</td>
<td>Evaluation of financial proposal</td>
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<tr>
<td>17</td>
<td>Final evaluation of quality and cost; and</td>
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</tbody>
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Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

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</table>
| 18 | Contract negotiation with the Highest Rated Consultant  
If the result of contract negotiation is successful, proceed with the award of contract to the selected firm.  
If there’s a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement. | 5 |
| 19 | Submission of draft contract to WB |   |
| 20 | Receive Banks No Objection on draft Contract Award (NOL4) | 5 |
| 21 | Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE. | 5 |
| 22 | Preparation, approval and issuance of Notice of Award.  
Signing and approval of Contract  
Preparation and funding of Obligation Request | 5 |
| 23 | Preparation, approval and issuance of Notice to Proceed (NTP) |   |
| 24 | Start of the assignment/ engagement |   |
| 25 | Payment processing.  
End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment. |   |
| **Total** | **98 WD** |   |

b. **Fixed Budget Selection (FBS)**

This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed.

This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. Firms are shortlisted, using the same requirements followed for QCBS. The RFP shall indicate the available budget and request the consultants to provide their best technical
and financial proposals in separate envelopes, within the budget. The TOR should be particularly well-prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks. The RFP shall clearly indicate whether the budget includes taxes or levies payable in the Borrower country, and the price of any inputs provided by the client. The evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the financial proposals shall be opened as stipulated in paragraph 2.23 of the World Bank’s Consultant Guidelines. Proposals that exceed the indicated budget shall be rejected. The consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract. FBS is appropriate only when:

- The budget cannot be exceeded
- The objective and the TOR, including the scope of work, are precisely defined;
- The time and staff-month effort required from the consultants can be assessed with precision; and,
- Capacity building is limited to a simple transfer of knowledge that can be easily estimated

To reduce the financial risk of consultants and to avoid receiving unacceptable technical proposals (or none at all), FBS must be used only for well define and simple assignments. FBS is frequently used when there is lack of flexibility in the allocation of funds, and when funding is available only in fixed amounts from pre-established allocation such as trust funds.

Typical assignments awarded under FBS include:

- Studies and surveys of limited scope;
- Not too-complex pre-feasibility studies and reviews of existing feasibility studies;
- Review of existing technical design and bidding documents;
- Project identification activities for which the level of detail can be matched with available funds
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

Under FBS, consultants are requested to submit their technical and financial proposal in separate envelopes. Technical proposals are evaluated first, using the same procedures followed for QCBS and then the financial envelopes are open in public. Because the Lump-Sum Form of Contract is often used for assignment under FBS, no corrections may be made to the financial proposals. Proposals that exceeded the indicated budget are discarded. The consultant who has submitted the highest ranking technical proposal among the remaining proposals is selected. Financial negotiation will not include discussion of remuneration rates and of other unit rates but only of minor rearrangements of activities and staff for compatibility with the work plan and clarification of any tax liability.

### TABLE 5
**FIXED BUDGET SELECTION (FBS)**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Selection, Contracting and Payment Phase</th>
<th>Ideal Period of action (Working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>World Bank gives ‘no objection’ letter (NOL1)</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Upon receipt of the Bank’s approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Advertising/posting of the REOI</td>
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<td>9</td>
<td>Issuance and receipt of the WB NOL for the RFP and shortlist (NOL2)</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Issuance of Request for Proposal (RFP)</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>Preparation and submission of Proposals</td>
<td>22 (4weeks)</td>
</tr>
<tr>
<td>No.</td>
<td>Activity Description</td>
<td>Duration</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>12</td>
<td>Receive Technical and Financial Proposal</td>
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<td>Evaluation of technical proposals and submission to the WB: consideration of quality</td>
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<td>14</td>
<td>Receive Banks No Objection on Technical Evaluation (NOL3)</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Public opening of financial proposals</td>
<td>5</td>
</tr>
<tr>
<td>16</td>
<td>Evaluation of financial proposal and preparation of the final evaluation report (FER)</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>Contract negotiation with the Highest Rated Consultant that passed the financial proposal.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>If the result of contract negotiation is successful, proceed with the award of contract to the selected firm.</td>
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<td>If there’s a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement.</td>
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<td>19</td>
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<td>21</td>
<td>Preparation, approval and issuance of Notice of Award.</td>
<td>5</td>
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<tr>
<td></td>
<td>Signing and approval of Contract</td>
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<td></td>
<td>Preparation and funding of Obligation Request</td>
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<td>Preparation, approval and issuance of Notice to Proceed (NTP)</td>
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<td>23</td>
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<td></td>
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<td>24</td>
<td>Payment processing.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>98 WD</td>
</tr>
</tbody>
</table>
c. **Consultant’s Qualification Selection (CQS)**

The Selection Based on Consultant’s Qualifications (CQS) method applies to small assignment for which the cost of a full-fledged selection process would not be justified. Under the CQS, the Borrower first request expression of interest and qualified information relating to the experience and competence of the consultants relevant to the assignment.

The Borrower evaluates the information, establishes a shortlist, and then selects the firm with the best qualifications and references among those who confirm to be willing to submit a proposal if selected. The selected firm is sent the RFP (including the TOR), asked to submit technical and financial proposals, and invited to negotiate the contract if the technical proposal proves acceptable.

The CQS method can substantially reduce the process cost for the Borrower and the consultants, as well as the time needed to hire a consultant.

### TABLE 6
**CONSULTANT’S QUALIFICATION SELECTION (CQS)**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Selection, Contracting and Payment Phase</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of the TOR</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of cost estimate and the budget</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>WB gives ‘no objection’ letter (NOL1)</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Upon receipt of the Bank’s approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest and Advertise/Post the REOI</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Advertising/posting the REOI</td>
<td>10 (14cd)</td>
</tr>
<tr>
<td>7</td>
<td>Receipt of the Expression of Interest</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Evaluation of the EOI and qualification documents and preparation of the short list of consultants and Request for Proposal (RFP)</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Issuance of Request for Proposal (RFP) to the 1st ranked consultant</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>10</td>
<td>Preparation and submission of Proposal</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>Evaluation of Proposal</td>
<td>5</td>
</tr>
</tbody>
</table>
| 12 | Contract negotiation with the 1<sup>st</sup> ranked Consultant if the Proposal is acceptable.  
If the result of contract negotiation is successful, proceed with the award of contract to the selected firm.  
If the proposal of the 1<sup>st</sup> ranked is not acceptable and if there’s a failure in negotiation, secure WB NOL to proceed with the 2<sup>nd</sup> ranked. | 5 |
| 13 | Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE. | 5 |
| 14 | Preparation, approval and issuance of Notice of Award.  
Signing and approval of Contract  
Preparation and funding of Obligation Request | 5 |
| 15 | Preparation, approval and issuance of Notice to Proceed (NTP) |  |
| 16 | Start of the assignment/engagement |  |
| 17 | Payment processing.  
End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment. |  |

**Total** | **45wd** |

**d. Selection of Individual Consultant (SIC)**

Individual consultants are employed on assignments for which (a) a team of experts is not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement. When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm.

Individual consultants are selected on the basis of their relevant experience, qualifications, and capability to carry out the assignment. The selection shall
be carried out through the comparison of the relevant overall capacity of at least three qualified candidates among those who have, directly or through a firm, expressed interest in the assignment or have been approached directly by the DA. When the Project has not been able to compare at least three qualified candidates before hiring, it shall provide the reasons such as but not limited to specific assignment being required and qualifications being sought for is not common. It could still proceed for the award based on PRDP threshold of $300,000.00 per contract, without the Bank’s Prior Review but subject to Post Procurement Review of the Bank.

**TABLE 7**

**SELECTION OF INDIVIDUAL CONSULTANT (SIC)**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Selection, Contracting and Payment Phase</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of the TOR</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of cost estimate and the budget</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Approval of TOR</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Preparation and approval of Purchase Request Action Slip (PRAS)</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Advertising/posting the REOI; Submission of CVs &amp; Expression of Interest</td>
<td>5 (7cd)</td>
</tr>
<tr>
<td>6</td>
<td>Evaluation/ Comparison of CVs; Determine of the best Qualification</td>
<td>5</td>
</tr>
</tbody>
</table>
| 7     | *For short-term Consultants*  
Contract negotiation with the Highest Rated Consultant;  
If the result of contract negotiation is successful, proceed with the award of contract to the selected individual;  
If there’s a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement. |
### Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

<table>
<thead>
<tr>
<th></th>
<th>For PRDP Technical Consultant and Contracted Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Administration of Exam and Interview by Personnel Selection Committee (PSC); Deliberate and consolidate results; Rank qualified applicants from highest to lowest rated; Prepare endorsement/recommendations to the BAC for the award of contract;</td>
</tr>
<tr>
<td>8</td>
<td>Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.</td>
</tr>
<tr>
<td>9</td>
<td>Preparation, approval and issuance of Notice of Award.</td>
</tr>
<tr>
<td></td>
<td>Signing and approval of Contract</td>
</tr>
<tr>
<td></td>
<td>Preparation and funding of Obligation Request</td>
</tr>
<tr>
<td>10</td>
<td>Preparation, approval and issuance of Notice to Proceed (NTP)</td>
</tr>
<tr>
<td>11</td>
<td>Start of the assignment/engagement</td>
</tr>
<tr>
<td>12</td>
<td>Payment processing.</td>
</tr>
<tr>
<td></td>
<td>End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</td>
</tr>
</tbody>
</table>

| Total | 30wd |

**e. Single Source Selection (SSS)**

1. **SSS for Individual Consultant**

Single-Source Selection (SSS) of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. The justification for single-source selection shall be examined in the context of the overall interests of the client and the project, and the Bank’s responsibility to ensure economy and efficiency and provide equal opportunity to all qualified consultants, in accordance with the procedures detailed in the World Bank Guidelines.

Because there is no competition, this method is acceptable to the Bank only
in exceptional cases and should be adopted only when it offers obvious advantages over a competitive method. This is the case when:

- The assignment represents a natural or direct continuation of a previous one awarded competitively and the performance of the incumbent consultant has been good or excellent;
- The consultant’s prompt availability is essential and requires down streaming of work;
- The contract is very small in value; or
- The Individual Consultant has the sole qualification and experience required to carry out the assignment.

2. SSS for Consulting Firm

Single-Source Selection is to be considered when competition appears unlikely to add significant value to the choice of the consultant. Under this election method, the Borrower requests that an already identified candidate prepare technical and financial proposals, which are then negotiated. Because there is no competition, this method is acceptable to the Bank only in exceptional cases and should be adopted only when it offers obvious advantages over a competitive.

This is the case when:

i. the assignment represents a natural or direct continuation of a previous one awarded competitively and the performance of the incumbent consultant has been good or excellent;
ii. the consultant’s prompt availability is essential (for instance, in emergency operations following a natural disaster, a financial crisis, and so forth);
iii. the contract is very small in value; or
iv. only one consulting organization has the qualifications or experience required to carry out the assignment.

If continuity of work by the incumbent for a downstream assignment is essential to the project and is in the interest of the Borrower, the RFP for the original assignment should indicate this possibility (para. 3.11 of the
Consultant Guidelines). Good or excellent performance in the first assignment has to be a precondition for contract continuation. In these cases, the Borrower should weigh the importance of continuing with the same technical approach, the experience acquired, and the continued professional liability of the incumbent against the benefits of competition, such as fresh technical approaches and competitive remuneration rates. In these cases, consideration of the time and cost of a competitive round has to be fully accounted for, because it may weigh considerably on the Borrower’s decision.

Once the Bank agrees to an SSS for a continuation, the Borrower should ask the consultant to prepare technical and financial proposals based on the TOR prepared by the Borrower or by an independent expert with no relation to the incumbent. This is the basis for negotiating a continuation contract.

Normally, the Bank will not agree to award a continuation contract on an SSS basis if the initial assignment was not awarded competitively, it was awarded under tied financing observed procurement, or the downstream assignment is substantially larger in value than the initial one. In these cases, a competitive process acceptable to the Bank should be adopted, and normally the incumbent consultant should not be excluded from consideration if it expresses interest, unless its previous performance has been unsatisfactory. The Bank makes exceptions to this rule only in special cases and if a new competitive process is not practical.

Selection of Consultants for any consulting services for the PRDP is guided by the “Guidelines for the Selection and Employment of Consultants by World Bank Borrowers”, January 2011 edition. Procuring Entities shall abide to the World Bank policy on the selection of consultants, as indicated in the Consultants Guidelines, guided by the following principles:

Ø High quality of services;
Ø Efficiency and economy;
Ø Competition among qualified consultants from all eligible countries;
Ø Participation of national consultants;
Ø Transparency.

Depending on the objectives and characteristics of the assignment, the Procuring Entity (PE) should indicate in the Procurement Plan, the selection method and procedure that are likely to provide the best possible balance on these principles, whereby the quality of the services remains the primary objective of any selection. The rights and the obligation of the Procuring Entity and the Consultant are governed by the Request for Proposals (RFP) issued by the Procuring Entity and the contract signed by the PE with the Consultant. The Procuring Entity is responsible for selecting, evaluating, awarding and supervising the consultant under the assignment and for complying the rules laid down in the Procurement Plan. The Bank reviews the hiring of consultants by the PRDP to verify the selection process is carried out in accordance with the provisions in the Guidelines and it monitors the work of consultants during execution to make sure that it is being carried out according to appropriate standards and is based on acceptable data.

Consulting services for I-PLAN, I-REAP, I-BUILD and I-SUPPORT shall be procured through the above-method of procurement.

The Procurement Plan shall specify the circumstances under which such methods may be used.

### TABLE 8
**SINGLE SOURCE SELECTION (SSS)**

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Selection, Contracting and Payment Phase</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of the TOR</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of cost estimate and the budget</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Preparation of the request for Single Source Selection (Firms/Individual) with sufficiently detailed justification including the rationale for the single source selection instead of a competitive selection process and the basis for</td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Recommending a particular firm/individual.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Submission of the TOR and the request for SSS to the WB for issuance of no objection letter.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>WB gives ‘no objection’ letter (NOL1)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>For Individual Consultant, Procurement Unit invite the identified consultant for contract negotiation. For Consulting Firm, identified consulting firm submit technical and financial proposals and invite for contract negotiation.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>If negotiation’s successful, prepare draft contract (initialied negotiated contract).</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The Procurement Unit or End-user shall submit the draft contract for issuance of the NOL2</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>WB gives ‘no objection’ letter (NOL2).</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Preparation, approval and issuance of Notice of Award. Signing and approval of Contract Preparation and funding of Obligation Request</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Preparation, approval and issuance of Notice to Proceed (NTP)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Start of the assignment/engagement</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</td>
<td></td>
</tr>
</tbody>
</table>

**Total** | **35 WD**

### f. Selection and Engagement of PRDP Technical Consultant & Contracted Staff

All PRDP Technical Consultant and Contracted Staff are considered to be specialists and the method of procurement shall follow the World Bank procedures for Selection of Individual Consultant (SIC) or Single Source Selection (SSS) as applicable.
The evaluation shall be performed by the Personnel Selection Committee (PSC)\(^5\).

Core functions of the PSC:
- Review selection/ recruitment procedure and process to clarify and level-off all requirements
- With the assistance of the Secretariat, conduct pre-evaluation of applicants through Evaluation of Curriculum Vitae (CVs) and other pertinent documents against the Terms of Reference (TOR)
- Recommend qualified applicants for interview and technical exam (if required)
- Administer technical exam (if required)
- Conduct interview to qualified applicants
- Deliberate and consolidate results
- Rank qualified applicants from highest to lowest rated
- Prepare endorsement/recommendations to the BAC for the award of contract; and
- Other functions relevant to the selection and renewal process.

Renewal and any adjustment of contracts shall be made upon the recommendation and endorsement of the Component/ Unit Heads concerned and approved by the National Project Director for NPCO and Project Director for PSOs and RPCOs. Amendments to the contract shall be made accordingly.

The World Bank will issue no objection letter (NOL) for the renewal or re-hiring through Single Source Selection (SSS) procedure.

\(^5\) Refers to the existing or as updated or newly established Technical Working Group/ Personnel Selection Committee
Module 3: Guidelines for the Procurement of goods, non-consulting services and 
Selection of consulting services (Support to Project Implementation)

**TABLE 9**
RENEWAL OR RE-HIRING OF PRDP TECHNICAL CONSULTANT AND CONTRACTED STAFF

<table>
<thead>
<tr>
<th>STEPS</th>
<th>Steps for Contract Renewal</th>
<th>Ideal Period of action (Working Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Individual Performance Review and Development Evaluation</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Review and recommendation for renewal</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Approval of renewal</td>
<td></td>
</tr>
</tbody>
</table>
| 4     | Preparation and approval of Purchase Request Action Slip (PRAS)  
*Attachments:*  
1. Previous contract  
2. Approved Renewal  
3. Performance Review and Development Profile  
4. Updated CV | 3 |
| 5     | Preparation and approval of BAC Resolution recommending award of contract. | 5 |
| 6     | Preparation, approval and issuance of Notice of Award (NOA). | |
| 7     | Preparation, review, approval and signing of Contract | 5 |
| 8     | Consultant executes the contract | |
|       | **Total** | **18wd** |
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

Figure 3
Steps of the selection process of Consultant’s Services
VI. CONTRACT IMPLEMENTATION CONDITIONS

1. Contract Amendment or Modifications of the Signed Contract

Contract amendment may be issued at any time by the procuring entity concerned. If any such amendment increases or decreases the cost of, or the time required for executing any part under the original contract, an equitable adjustment in contract price and/or delivery schedule shall be mutually agreed upon between the parties concerned, and the contract modified in writing.

Contract amendment may be issued only in emergency cases or during fortuitous events requiring necessary adjustments within the general scope of the contract in order to fully meet the requirements of the project.

Contract amendment may also be issued by the concerned procuring entity where there are additional items needed which were not included in the original contract. Payments for these additional items shall be based on the unit prices in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall mutually be agreed upon between the parties which is based on the prevailing market price at the time the additional items incurred. The contract time shall likewise be extended if the acquisition of such additional items so warrants.

Under no circumstances shall a supplier, service provider or consultant proceed to commence work under any amendment unless the same has been approved by the Head of the Procuring Entity concerned or his duly authorized representative. As an exception to the rule, the concerned Head of Office may authorize the immediate start of the amendment in the event of emergencies to avoid detriment to public service or damage to life and/or property or when time is of the essence.

2. Suspension of Contract

The procuring entity may suspend the contract wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous

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6 Refer to page 41 of the Cross Reference Guidelines for Procurement.
events as defined in the contract. The supplier, service provider or consultant shall take all reasonable steps to minimize the costs allocable to the contract by such other during the stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the contract by the same. If the suspension order is lifted, or if the period of the order expires, the supplier, service provider or consultant shall have the right to resume execution/implementation of the contract. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

3. Liquidated Damages

When the supplier or service provider fails to satisfactory deliver the goods or services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier or service provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of every day of delay of the cost of undelivered portion until such time completion and acceptance of delivery of goods or services has been made.

The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due from the supplier or service provider. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

When there are delays, the application of liquidated damages is not recommended for consulting services because the timely delivery of services of an intellectual and advisory nature is contingent in many ways upon actions by the client, thereby rendering difficult establishing the sole responsibility of the consultant.

4. Contract Renewal

In the exigency of service, the procuring entity concerned may re-contract a service
provider or consultant of the same nature supported by detailed cost-benefit analysis and justification. Renewal shall follow Direct Contracting procedure for goods and non-consulting services or Single Source Selection (SSS) procedure for consulting services as applicable.

VII. POSTING OF PROCUREMENT NOTICES AND PUBLICATION OF CONTRACT AWARDS

The BAC, through the Secretariat, shall post the procurement notices such as RFQs and REOIs to Philippine Government Electronic Procurement System (PhilGEPS)/ DA-PRDP web portals for information and transparency purposes.

Contract awards such as Resolutions/Notice of Award (NOA)/Purchase Orders (PO)/Work Order (WO)/ Contracts/ Notice to Proceed (NTP) shall be posted on a quarterly basis.

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7 Refer to page 42 of the Cross Reference Guidelines for Procurement.
VIII. ANNEXES – RELEVANT PROCUREMENT DOCUMENTS AND FORMS

Note: The following are guide templates and forms. The NPCO, PSOs and RPCOs may revise or enhance the forms as applicable to the requirements/engagement.

A. Purchase Request Action Slip (PRAS)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Cost (Php)</th>
<th>Total Cost (Php)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
</tr>
</tbody>
</table>

**TOTAL**

Purpose:

(Note: Give sufficient time for SBAC action) Date Needed

(1) Requested by: (2) Certified as included in the Procurement Plan:

(3) Funds available
**Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)**

**B. Technical Specifications and Supporting Documents for Common Procurement Requirements**

(Procurement of Goods, Non-consulting services and Consultancy services)

<table>
<thead>
<tr>
<th>Category</th>
<th>Standard Specifications (may come but not limited to the following)</th>
<th>Supporting Documents (may come but not limited to the following)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies and Materials</td>
<td>- Quantity&lt;br&gt; - Unit of Measurement&lt;br&gt; - Size&lt;br&gt; - Shape&lt;br&gt; - Material&lt;br&gt; - Texture&lt;br&gt; - Others: detailed description that is relevant to the requested item</td>
<td>- Approved Procurement Plan&lt;br&gt; - Supplies Inventory (if applicable)&lt;br&gt; - Project/Activity Proposal/Design (applicable only to training supplies and materials)&lt;br&gt; - Sample Material / Picture (if applicable)</td>
</tr>
<tr>
<td>Printing of IEC Materials / Manuals</td>
<td>- Quantity&lt;br&gt; - Pages&lt;br&gt; - Size&lt;br&gt; - Material(Cover &amp; Inside)&lt;br&gt; - Color (Cover &amp; Inside)&lt;br&gt; - Binding&lt;br&gt; - Design&lt;br&gt; - Proofing (if applicable) and Delivery Schedule&lt;br&gt; - Packaging&lt;br&gt; - Delivery Site&lt;br&gt; - Distribution List (if applicable)</td>
<td>- Approved Procurement Plan&lt;br&gt; - CD Ready Material (if applicable)&lt;br&gt; - Dummy Sample (if applicable)</td>
</tr>
<tr>
<td>Food, Venue and Accommodation</td>
<td>- Title of Activity&lt;br&gt; - Preferred Location&lt;br&gt; - Date of Activity&lt;br&gt; - No. of Days&lt;br&gt; - No. of Pax&lt;br&gt; - Check In Date and Time&lt;br&gt; - Check Out Date and Time&lt;br&gt; - Room Sharing (indicate if separate beds)&lt;br&gt; - Type of Meal: Buffet / Guided Buffet/ Packed / Plated&lt;br&gt; - Meals to Be served: Breakfast, Am Snack, Lunch, PM Snack and Dinner&lt;br&gt; - Menu Selection&lt;br&gt; - Others: indicate amenities, no of function rooms to be used and restrictions</td>
<td>- Approved Procurement Plan&lt;br&gt; - Activity Proposal/Design&lt;br&gt; - Authority to Conduct&lt;br&gt; - Justification / Cost-Benefit Analysis (if outside government facilities)&lt;br&gt; - Certification of Non-Availability/ Quotations from atleast 3 gov’t facilities</td>
</tr>
<tr>
<td>Food provision/Catering services</td>
<td>- Title of Activity&lt;br&gt; - Location&lt;br&gt; - Date of Activity&lt;br&gt; - No. of Days&lt;br&gt; - No. of Pax</td>
<td>- Approved Procurement Plan&lt;br&gt; - Approved notice of meeting&lt;br&gt; - Menu (if applicable)</td>
</tr>
</tbody>
</table>
## Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

<table>
<thead>
<tr>
<th>Type of Procurement</th>
<th>Request Details</th>
<th>Approval Process</th>
</tr>
</thead>
</table>
| Vehicle Rental      | - Title of Activity  
- Type of Vehicle  
- Seating Capacity  
- Route/ Itinerary of travel  
- Date of Activity / Date Needed  
- Schedule  
- Others: Inclusion & Restriction | - Approved Procurement Plan |
| Consultancy Services | - Title  
- Type of Consultancy  
- Qualification  
- Scope of Work  
- Deliverables  
- Timelines  
- Payment Schedule (Time-based/ Lump-sum)  
- Reporting Requirement  
- Evaluation Criteria | - Approved Procurement Plan  
- Terms of Reference  
- No objection letter (NOL) (applicable for Consultancy firm)  
- Evaluation Criteria  
- Authority to hire (for PRDP staff)  
- Recommendation and Performance Review and Development Profile (for renewal of PRDP staff) |
C. Request for Quotation (RFQ)/ Invitation to Quote (ITQ)

REQUEST FOR QUOTATION

World Bank (WB) Shopping

Date:

Solicitation No.:

PRAS No.:

Sir/Madam:

Please quote your government price/s including delivery charges, VAT or other applicable taxes, and other incidental expenses for the goods and non-consulting services listed in Annex A. Also, furnish us with descriptive brochures, catalogues, literatures and/or samples, if applicable.

If you are the exclusive manufacturer, distributor or agent in the Philippines for the goods listed in Annex A, please attach in your quotation a duly notarized certification to this effect.

Please accomplish and submit this form together with Annex A to the Office of the PRDP Procurement Unit/ SBAC Secretariat, at the or email at on or before date and time. For clarifications, you may contact DA-PRDP Procurement Unit at telephone nos .

Very truly yours,

________________________
Phil EPS Posted

________________________
Date: Bid’s and Awards Committee

Terms and Conditions:

1. Specifications here in provided are the minimum requirements of the DA-PRDP. Hence a bidder must not offer lower specifications than required.

2. Bidders/Suppliers may submit alternate offer provided that the DA-PRDP SBAC’s official canvass form shall be filled out with the offered brand/model (if applicable), unit price, and total price, signed properly, and attached together with the Bider’s/Supplier’s own canvass form.

3. Quotations may be submitted by letter, facsimile, or by electronic means.

4. Award shall be made on per _______ Item Basis _______ Total Quoted Price _______ Lot Basis

5. Quotation validity shall not be less than _______ Thirty (30) days

6. Terms of Delivery:

7. Place of Delivery:

8. Terms of Payment:

9. Liquidated Damages/Penalty: _______ (1/10) of one percent for every day of delay shall be imposed

10. In case of discrepancy between unit cost and total cost, unit cost shall prevail.

11. Mandatory Requirements for above Php50,000 Estimated Project Cost (EPC):
   a) Mayor’s Permit
   b) BIR Certificate of Registration
   c) PhilEPS Certificate of Registration/ Printable Phil EPS Membership Account

Failure to attach mandatory requirements could be basis for non-compliance.

________________________
Signature over Printed Name
Canvasser

________________________
Registered Name of Company:

Tax Identification No.:

Company Address:

Contact No.:

Name of Authorized Representative:
Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

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<tr>
<th>Item/Lot</th>
<th>Qty.</th>
<th>Unit</th>
<th>Purchaser’s Specifications</th>
<th>Estimated Project Cost</th>
<th>Bidder’s Specifications</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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**OFFICE:**

**PURPOSE:**

**IMPORTANT:** The Supplier/Bidder have carefully read and fully understood the terms and conditions, minimum requirements and agree to furnish and/or deliver in conformity with specifications any or all said articles described above within delivery period from receipt of Purchase Order/Work Order.

The **winning bidder MUST SIGN** the original copy of Purchase Order (P.O.) or Work Order (W.O.) at 4th Floor, New DA

---

Signature over Printed Name: ____________________________
Procurement Officer

Name & signature of Authorized Representative: ____________________________
Date Accomplished: ____________________________
Registered Name of Company: ____________________________
D. Request for Expression of Interest (REOI)

REQUEST FOR EXPRESSION OF INTEREST (REOI)

Hiring of Consultancy Services (Individual Consultant)

Solicitation No. SIC-000-000

Estimated Project Cost: Php

1. The Government of the Philippines has received a loan (Loan no. 8421-PH) from the World Bank towards the cost of the Philippine Rural Development Project (PRDP) and it intends to apply part of the proceeds of this loan to payments for the cost of Hiring of Consultancy Services (Individual Consultant) / Technical Assistance (TA).

2. The Department of Agriculture hereinafter referred to as the “End-User” now requests you to submit Expression of Interest for the HIRING OF INDIVIDUAL CONSULTANT namely:

<table>
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<tr>
<th>Item no.</th>
<th>Description/ Position</th>
<th>Required number &amp; duration</th>
<th>Total cost</th>
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<td>PRAS no. 0000</td>
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Grand Total

3. A set of Terms of Reference (TOR) is provided in Attachment 1.

4. Bidding procedures will be conducted in accordance with the provisions of the World Bank Guidelines and taking into consideration the related provisions in the Project Loan Agreement and Guidelines in the Procurement under IBRD loans and IDA credits. The individual consultants will be selected in accordance with the procedure set out in the World Bank’s Guidelines: Selection and Employment of Consultants by World Bank Borrowers, January 2011.

5. Interested proponents shall submit their Letter of Expression of Interest and one (1) copy of Curriculum Vitae and supporting documents, if necessary, and shall be placed in a sealed envelope marked:

HIRING OF CONSULTANCY SERVICES (INDIVIDUAL CONSULTANT)

Solicitation No.: SIC-000-000

PRAS No.: 0000

Position: _______________________

6. Expressions of Interest (EOI) must be delivered at the address below not later than _____ of ______________.

Philippine Rural Development Project (PRDP)

National Project Coordination Office (NPCO)

Special Bids and Awards Committee (SBAC) Secretariat

4th Floor, New DA Building, Department of Agriculture

Elliptical Road, Diliman, Quezon City

7. The Department of Agriculture reserves the right to accept or reject any bid, and to annul the Selection of Individual Consultants (SIC) process or reject all EOIs at any time prior to contract award, without thereby incurring any liability to the affected bidder/bidders.

____________________

Chairperson, Bids and Awards Committee
E. Request for Proposal (RFP)

REQUEST FOR PROPOSAL
REF. No. __________

Philippines

Philippine Rural Development Project
Department of Agriculture

HARMONIZATION OF DA PLANNING AND BUDGETING SYSTEM
Section 1. Letter of Invitation

Invitation No. 1  
Quezon City, December 27, 2016

MS. CYNTHIA G. VILLANUEVA  
Officer-in-Charge  
Orient Integrated Development Consultants, Inc. (OIDCI)  
Unit 518, 5.F Union Square Condominiums  
No. 145, 15th Avenue, Cubao, Quezon City

Dear Ms. Villanueva:

1. The Government of the Republic of the Philippines (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” toward the cost of Philippine Rural Development Project. The borrower intends to apply a portion of the funds to eligible payments under the contract for which this request for Proposals is issued.

2. The Client now invites proposals to provide the following consulting services: Harmonization of DA Planning and Budgeting System. More details on the services are provided in the Terms of Reference.

3. This Request for Proposals (RFP) has been addressed to Orient Integrated Development Consultants, Inc. (OIDCI), the Consultant with the best qualification.

4. It is not permissible to transfer this invitation to any other firm.

5. The firm will be selected under Selection based on Consultants Qualification (CQS) and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

6. The RFP includes the following documents:
   - Section 1 - Letter of Invitation  
   - Section 2 - Instructions to Consultants (including Data Sheet)  
   - Section 3 - Technical Proposal - Standard Forms  
   - Section 4 - Financial Proposal - Standard Forms  
   - Section 5 - Terms of Reference  
   - Section 6 - Standard Forms of Contract
7. Please inform us in writing at the following address:

Undersecretary Ariel T. Cayanan National Project Director, Philippine Rural Development Project-, National Project Coordination Office, 4th Floor, DA New Building, Elliptical Road, Diliman, Quezon City, upon receipt:

(a) that you received the Letter of Invitation; and
(b) whether you will submit a proposal

Yours sincerely,

USec. ARIEL T. CAYANAN
National Project Coordinator (NPC), PRDP
Section 2. Instructions to Consultants

Definitions


(b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.

(c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(f) “Day” means calendar day.

(g) “Government” means the government of the Client’s country.

(h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.


(l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.

(m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

(n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
1. Introduction

1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be
Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
The Bank requires that all Borrowers (including beneficiaries of Bank loans), as well as Consultants participating in Bank-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Bank:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive 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.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

(d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a
stated period of time, to be awarded a Bank-financed contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

e) will have the right to require that, in contracts financed by the Bank, a provision be included requiring Consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods and Consulting Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

(i) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; or

(ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

**Only one Proposal**

1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity

1.12 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub-Consultants

1.13 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client,
shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the
purpose of interpretation. It is desirable that the firm’s Personnel have a working knowledge of the Client’s national language.

### Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants’ organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data,
etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants’ home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Loan/TA number and the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the
Financial Proposal shall remain sealed and securely stored.

| 5. Proposal Evaluation | 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”.

| 5.2 Evaluation of Technical Proposals | The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

| 5.3 Financial Proposals for QBS | Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

| 5.4 Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) | After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional. |
5.5 Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed
6. **Negotiations**  

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

6.2 **Technical negotiations**

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

6.3 **Financial negotiations**

If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

6.4 **Availability of Professional staff/experts**

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider
substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank’s antifraud and corruption policy.
### F. Instructions to Consultants
#### Data Sheet

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Details</th>
</tr>
</thead>
</table>
| 2.1.1.1             | Name of the Client: Department of Agriculture-Philippine Rural Development Project  
Method of selection: **Consultants Qualification Selection (CQS)** |
| 1.2                 | Financial Proposal to be submitted together with Technical Proposal:  
Yes [X] No ____  
Name of the assignment is the **Harmonization of DA Planning and Budgeting System** |
| 1.4                 | The Client will provide the following inputs and facilities: **None** |
| 1.6.1 (a)           | The Client envisages the need for continuity for downstream work:  
Yes ____ No _X_ |
| 1.12                | Proposals must remain valid 90 days after the submission date, i.e. until:  
April 21, 2017 |
| 2.1                 | Clarifications may be requested not later than [7] days before the submission date.  
The address for requesting clarifications is:  
**ENGR. CHRISTOPHER V. MORALES,-Procurement Head**  
PRDP, National Project Coordination Office, 4th Floor, New DA Building,  
Elliptical Road, Diliman, Quezon City  
Facsimile:  
Tel No. 02-9288756 local 22877  
E-mail: prdpprocure@gmail.com |
### Section 3. Technical Proposal – Standard Forms

<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>2.2.3.1</strong></td>
<td>Proposals shall be submitted in the following language: English</td>
</tr>
<tr>
<td><strong>3.3 (a)</strong></td>
<td>Short listed Consultants may associate with other short listed Consultants: Yes ___ No [x]</td>
</tr>
<tr>
<td><strong>3.3 (b)</strong></td>
<td>The Financial Proposal shall not exceed the available budget of: PhP8,200,000.00</td>
</tr>
<tr>
<td><strong>3.4</strong></td>
<td>The format of the Technical Proposal to be submitted is: STP [x] FTP [ ]</td>
</tr>
<tr>
<td><strong>3.4 (g)</strong></td>
<td>Training is a specific component of this assignment: Yes No [x]</td>
</tr>
</tbody>
</table>
| **3.6** | (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for purposes of the Services;  
(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;  
(3) cost of office accommodation, investigations and surveys;  
(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;  
(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;  
(6) cost of printing and dispatching of the reports to be produced for the Services;  
(7) other allowances where applicable and provisional or fixed sums (if any); and  
(8) cost of such further items required for purposes of the Services not covered in the foregoing. |
| **3.7** | Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes [X] No ___  
If affirmative, the Client will reimburse the Consultant for any such taxes paid by the Consultant. |
<p>| | |</p>
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<tbody>
<tr>
<td><strong>3.8</strong></td>
<td>Consultant to state local cost in the national currency: Yes [x] Yes [x] No [ ]</td>
</tr>
<tr>
<td><strong>4.3</strong></td>
<td>Consultant must submit the original and <strong>Two (2) copies of the Technical and Financial Proposal.</strong></td>
</tr>
<tr>
<td><strong>4.5</strong></td>
<td>The Proposal submission address is: PRDP Procurement Unit, 4&lt;sup&gt;th&lt;/sup&gt; Floor, New DA Building, Elliptical Road, Diliman, Quezon City 1100, Philippines. Proposals must be submitted no later than the following date and time: <strong>January 27, 2017, 10:00AM</strong></td>
</tr>
<tr>
<td></td>
<td>The minimum technical score required to pass is: N/A</td>
</tr>
<tr>
<td><strong>5.6</strong></td>
<td>The single currency for price conversions is: <strong>Philippines Peso</strong> The source of official selling rates is: Bangko Sentral ng Pilipinas The date of exchange rates is: <strong>January 27, 2017</strong></td>
</tr>
<tr>
<td><strong>6.1</strong></td>
<td>Expected date and address for contract negotiations: <strong>February 27, 2017, 10AM at PRDP National Project Coordination Office, 4&lt;sup&gt;th&lt;/sup&gt; Floor, New DA Building, Elliptical Road, Diliman, Quezon City</strong></td>
</tr>
<tr>
<td><strong>7.2</strong></td>
<td>Expected date for commencement of consulting services is on <strong>March 6, 2017</strong></td>
</tr>
</tbody>
</table>
Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form
TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECH-5 Team Composition and Task Assignments
TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7 Staffing Schedule
TECH-8 Work Schedule
To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ______________________________________
Name and Title of Signatory: ________________________________________________
Name of Firm: _____________________________________________________________
Address: _________________________________________________________________

[In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]

[Delete in case no association is foreseen.]
FORM TECH-4  DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]
### FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>Professional Staff</th>
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</thead>
<tbody>
<tr>
<td>Name of Staff</td>
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</tbody>
</table>
FORM TECH-6  CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [only one candidate shall be nominated for each position]: __________

2. Name of Firm [Insert name of firm proposing the staff]: ________________________________

3. Name of Staff [Insert full name]: ___________________________________________________________________

4. Date of Birth: ____________________ Nationality: ________________________________

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: ___________________________________________________________________

6. Membership of Professional Associations: ___________________________________________________________________

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

_________________________________________________________________

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

_________________________________________________________________

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

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _______

Employer: ________________________________

Positions held: ________________________________

SRFP
### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- Name of assignment or project: ________________
- Year: ________________
- Location: ________________
- Client: ________________
- Main project features: ________________
- Positions held: ________________
- Activities performed: ________________

### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\[Signature of staff member or authorized representative of the staff\]  \[Day/Month/Year\]

Full name of authorized representative: _______
### FORM TECH-7 STAFFING SCHEDULE

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>2.5. Staff input (in the form of a bar chart)</th>
<th>2.6. Total staff-month input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Foreign</td>
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<td>2</td>
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<td>3</td>
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<td>n</td>
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<tr>
<td>Subtotal</td>
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<td>Local</td>
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<tr>
<td>Subtotal</td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

Full time input
Part time input

**FORM TECH-8 WORK SCHEDULE**

<table>
<thead>
<tr>
<th>Nº</th>
<th>Activity¹</th>
<th>Months²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>4</td>
<td></td>
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<td>5</td>
<td></td>
<td></td>
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<tr>
<td>n</td>
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</tbody>
</table>

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.
Module 3: Guidelines for the procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form
FIN-2 Summary of Costs
FIN-3 Breakdown of Costs by Activity
FIN-4 Breakdown of Remuneration
FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates
FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency or Gratuity</th>
<th>Purpose of Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

Name of Firm: ________________________________

Address: ________________________________

---

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”
## FORM FIN-2 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Indicate Foreign Currency # 1]&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Total Costs of Financial Proposal&lt;sup&gt;2&lt;/sup&gt;</td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup> Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.<br><sup>2</sup> Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

<table>
<thead>
<tr>
<th>Group of Activities (Phase):</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Cost component</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Indicate Foreign Currency # 1]&lt;sup&gt;4&lt;/sup&gt;</td>
<td>[Indicate Foreign Currency # 2]&lt;sup&gt;4&lt;/sup&gt;</td>
<td>[Indicate Foreign Currency # 3]&lt;sup&gt;4&lt;/sup&gt;</td>
</tr>
<tr>
<td>Remuneration&lt;sup&gt;6&lt;/sup&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses&lt;sup&gt;5&lt;/sup&gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
# FORM FIN-4 BREAKDOWN OF REMUNERATION

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<table>
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<tbody>
<tr>
<td>Foreign Staff</td>
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[^1]: Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
[^2]: Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g., draftsmen, clerical staff).
[^3]: Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
[^4]: Indicate separately staff-month rate and currency for home and field work.
[^5]: Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
[^6]: Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.
**FORM FIN-4 BREAKDOWN OF REMUNERATION**

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

<table>
<thead>
<tr>
<th>Name²</th>
<th>Position³</th>
<th>Staff-month Rate⁴</th>
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<td><strong>Foreign Staff</strong></td>
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</table>
2.8. **FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<table>
<thead>
<tr>
<th>Group of Activities (Phase):</th>
<th>N°</th>
<th>Description ²</th>
<th>Unit</th>
<th>Unit Cost ³</th>
<th>Quantity</th>
<th>[Indicate Foreign Currency # 1] ⁴</th>
<th>[Indicate Foreign Currency # 2] ⁴</th>
<th>[Indicate Foreign Currency # 3] ⁴</th>
<th>[Indicate Local Currency] ⁴</th>
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<td>International flights ⁵</td>
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<td>Trip</td>
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<td>Miscellaneous travel expenses</td>
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<td>Trip</td>
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<td>Communication costs between [Insert place] and [Insert place]</td>
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<td>Drafting, reproduction of reports</td>
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<td>Equipment, instruments, materials, supplies, etc.</td>
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<td>Shipment of personal effects</td>
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<td>Use of computers, etc.</td>
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<td>Laboratory tests.</td>
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<td>Subcontracts</td>
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<td>Office rent, clerical</td>
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<tr>
<td>Training of the Client’s personnel ⁶</td>
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**Total Costs**

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1. Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3. Indicate unit cost and currency.
4. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
5. Indicate route of each flight, and if the trip is one- or two-ways.
6. Only if the training is a major component of the assignment, defined as such in the TOR.
2.9. **FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td>Day</td>
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<td>2</td>
<td>International flights(^3)</td>
<td>Trip</td>
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<tr>
<td>3</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
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<tr>
<td>4</td>
<td>Communication costs between ([\text{Insert place}]) and ([\text{Insert place}])</td>
<td>Trip</td>
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<tr>
<td>5</td>
<td>Drafting, reproduction of reports</td>
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<tr>
<td>6</td>
<td>Equipment, instruments, materials, supplies, etc.</td>
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<td>7</td>
<td>Shipment of personal effects</td>
<td>Trip</td>
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<td>8</td>
<td>Use of computers, software</td>
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<td>9</td>
<td>Laboratory tests</td>
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<td>Subcontracts</td>
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<td>11</td>
<td>Local transportation costs</td>
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<td>12</td>
<td>Office rent, clerical assistance</td>
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<tr>
<td>13</td>
<td>Training of the Client’s personnel(^4)</td>
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</tbody>
</table>

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.
Appendix

Financial Negotiations - Breakdown of Remuneration Rates
(Not to be used when cost is a factor in the evaluation of Proposals)

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 assignments away from headquarters. To assist the firm in preparing 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 Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client 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 firm’s remuneration rates, certified by an independent auditor. The firm 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 firm’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 Client 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 13 months’ pay be given for 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 firm of staff’s non-monetary benefits. These items include, *inter alia*, social security including 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 an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm’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:

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

It is important to note that leave can be considered a social cost only if the Client 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 assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner’s time, no 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, taxes on business activities 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 Client 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 firm 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.

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1 Where \( w \) = weekends, \( ph \) = public holidays, \( v \) = vacation, and \( s \) = sick leave.
(viii) Subsistence Allowances
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. 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 unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the firm, 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.
Sample Form

Consulting Firm:  
Country:  
Assignment:  
Date:  

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: ________________________________

Title: ________________________________
Consultant’s Representations Regarding Costs and Charges

(Expressed in [insert name of currency])

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<th>Personnel</th>
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<tbody>
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<td>Name</td>
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TERMS OF REFERENCE

Hiring of Consultancy Firm for the Harmonization of the DA Planning and Budgeting System

I. Background and Rationale

The Department of Agriculture (DA) has a big challenge as overseer of the development of the agriculture and fisheries sector. The sector’s critical roles in the country’s economic progress, most especially in building inclusiveness in growth, is recognized -- a recognition apparent in the DA’s increasing budgetary allocations.

The past five years – 2010-2014 have been challenging for the agriculture and fisheries sector. The pernicious effects of climate change, primarily flooding and drought, caused billions worth of livelihood and production losses to the sector. Typhoon Yolanda alone decimated the stock of coconut trees in the Eastern Visayas and destroyed the boats of fisherfolk. Despite these, the sector managed to maintain its upward trend as output grew at an annual average of 2.08 percent.

However, significant sector advancement is weighed down by various factors, not the least of which is the way that the Department has been pursuing the mandated sector goals, setting Department purposes and targets, and allocating and using available resources.

The Philippine Rural Development Project (PRDP) is a 6-year project of the DA aiming to provide needed infrastructure and enterprise investment support to the agriculture and fisheries sector but within more efficient governance systems consistent with principles espoused in the Agriculture and Fisheries Modernization Act (AFMA) of 1997. The IPLAN component of the program intends to institutionalize the Agriculture and Fisheries Modernization Plan (AFMP) and the Regional Agriculture and Fisheries Modernization Plan (RAFMP) as the basis for the allocation and use of investments available to the sector. To this end, it seeks to strengthen the Department’s planning, programming and budget execution processes for the attainment of mandated sector goals.

II. Objectives

1. Main

To assist the DA achieve the PRDP IPLAN’s objective of rationalizing DA decision-making by designing guidelines, processes and institutional arrangements that will ensure that DA plans, programs and budgets are mainly derived from and fully consistent with the AFMP.
2. **Specific**

   i. To assess the consistency, harmony, and integration of current national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements;

   ii. To evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;

   iii. To develop an integrated and harmonized set of planning, programming and budgeting manuals, which would include proposed institutional arrangements, that will effectively address the gaps determined in objectives (i) and (ii) above; and

   iv. To formulate a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in objective (iii) above, to initiate the next AFMP updating cycle.

**III. Scope of Work**

The consultancy firm shall undertake the following services to achieve the objectives stated in this TOR:

1. Assess the consistency, harmony, and integration of current DA national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements, at least for the following:

   a. Updating of the national Agriculture and Fisheries Modernization Plan (AFMP) and Regional Agriculture and Fisheries Modernization Plans (RAFMPs);

   b. The integration of Provincial Commodity Investment Plans (PCIPs) under the i-Plan component of the PRDP into the RAFMPs;

   c. The preparation of the annual plan and budget proposals (PBP) and the quarterly workplan, using PCIPs as one of the basis; and

   d. The preparation of the agriculture Public Investment Program (PIP).

2. Evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;
3. Review the plans and budgets of attached corporations and the coordination and institutional arrangement with other national government departments/agencies vis-à-vis the objective of IPLAN Subcomponent 1.2 to harmonize technical service provision by the technical agencies, bureaus and other NG departments with the needs of the RAFMPs and PCIPs;

4. Review the usefulness of various available documents on the DA planning, programming and budgeting processes, including frameworks, manuals, guidelines, forms, instructions, and other such documents that circumscribe the work of DA’s planners and budget officers;

5. Recommend changes in the guidelines, processes, and institutional arrangements (across the DA operating units, attached bureaus/agencies, attached corporations and other national government departments/agencies), based on the gaps determined in specific objectives (i) and (ii), so that the various outputs become consistent and mutually reinforcing in support of AFMP implementation. This include the integration of the PCIPs, which should emanate from and should be consistent with the AFMP and, more immediately, their respective RAFMP. The AFMP and the RAFMPs are the main reference documents of the PCIPs and the resulting manuals and guidelines should ensure that the planning, programming and budgeting processes, activities, indicators and institutional arrangements reflect this.

6. Document the enhanced processes and institutional arrangements in an integrated and harmonized set of planning, programming and budgeting manuals that will be used by DA planners in undertaking the various planning and budgeting activities of the DA;

7. Develop a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in specific objective (iii) above, to initiate the next AFMP updating cycle;

8. Recommend core indicators for the AFMP and RAFMP, including indicators for organizational outcomes of the DA;

9. Conduct the following workshops/orientation and meetings:

a. **Consultation workshops** – This workshop aims to present the result of the review of the current planning, programming and budgeting system of the DA, next steps of the technical assistance (e.g. formulation of manuals), and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability and the expected participants are the DA RFO’s, Bureaus, Attached Agencies and Attached Corporations.

b. **Workshops to refine the draft manuals/guidelines** – This workshop aims to present the (i) draft manuals and (ii) guidelines for AFMP updating and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability
and the expected participants are the DA RFO’s, Bureaus, Attached Agencies and Attached Corporations.

c. **Progress meetings** – The series of meetings is a venue for the consultants to present the progress of the technical assistance to the DA-Planning and Monitoring Service (PMS) and the DA Management. The expected participants are personnel from DA-PMS, DA Management and selected concerned staff.

10. Provide the food, accommodation, venue, presentation materials, resource person/facilitator during the consultation workshops/orientation and meetings.

**IV. Project Duration**

The engagement of the consulting firm is **six (6) months** from receipt of Notice to Proceed (NTP). The procuring entity is after the quality of the outputs that would be submitted at the end of the project. The estimated number of professional staff-months required for the project is entrusted to the consulting entity for them to apportion it to the various deliverables stipulated in this TOR, with the concurrence of the procuring entity.

**V. Qualifications of the Consultancy Firm**

1. The firm has at least 10 years of experience in development/strategic planning, public finance and investment programming. The firm will also be evaluated based on an assessment of the quality of previous similar sample output (e.g., planning, programming and budgeting manuals and guidelines) which they must submit to the DA;

2. The members of the team of consultants of the firm has the following qualifications:

   a. **Development Planning Expert (Team Leader)**
      - 10 years of work experience in strategic planning in the field of agriculture and fisheries
      - Has an academic degree in development planning, rural development, economics or other related field of studies
      - At least a Masters Degree holder
      - Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries

   b. **Public Finance Expert**
      - 8 years of work experience in public finance, preferably, in the preparation of budget proposals and workplans in the agriculture and fishery sector
      - Has an academic degree in public finance, public management, banking and finance, or other related field of studies
      - At least a Masters Degree holder
      - Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries
c. Investment Programming Expert

- 8 years of work experience in investment programming, preferably, in the preparation of public investment plans/programs in the agriculture and fishery sector
- Has an academic degree in development planning, economics, project management or other related field of studies
- At least a Masters Degree holder
- Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries

VI. Obligations/Duties and Responsibilities of the DA

1. Review the timetable in consultation with the firm for the project, including workshops/orientation and meetings;

2. Review and approval of the food, accommodation and venue to be provided by the Consultancy Firm for the workshops/orientation and meetings;

3. Review and approval of the manuals and reports of the consulting firm; and

4. Pay the consultancy firm’s fees as follows:

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<th>Milestone</th>
<th>Payment</th>
<th>Schedule of Payment</th>
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<td>Upon the client’s receipt of a copy of the contract signed by both parties with Notice to Proceed (NTP)</td>
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<td>Upon receipt of NTP</td>
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<td>Upon submission and acceptance of the Inception Report</td>
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<td>Upon submission and acceptance of the draft manuals</td>
<td>40 %</td>
<td>Two (2) months after Inception Report</td>
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<td>Upon submission and acceptance of the final version of the manuals</td>
<td>30 %</td>
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<td><strong>Six (6) months</strong></td>
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VII. Institutional and Reporting Arrangement

The consulting firm will report directly to the Director of the Planning and Monitoring Service (DA-PMS). The timelines and formats of the reports must have the concurrence also of the Director.
VIII. Deliverables

1. Inception Report which includes the assessment and gap analysis mentioned in specific objectives (i) and (ii);

2. An integrated and harmonized set of planning, programming and budgeting manuals of the DA, namely:
   a. Manual on:
      i. Updating of the AFMP and RAFMPs, including the integration of the PCIPs; and
      ii. Preparation of the annual PBP and quarterly workplan;

At the minimum, the manuals should include the purpose and objectives, definition of terms, main activities, process flows, inputs and outputs, institutional arrangements, recommended tools and timetable of, as well as interconnections among, the various planning and budgeting processes.

3. Planning, Programming and Budgeting Guidelines for the next AFMP updating.

IX. Ownership and Property Rights

The DA shall have ownership of the planning and budgeting manuals to be developed.

X. Estimated Budget

The estimated budget is Php 8,200,000.00 chargeable against the Philippine Rural Development Project (PRDP) funds. This amount is inclusive of taxes, travel expenses of the consulting firm and the cost of the workshops to be conducted.
### XI. Schedule of Activities

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<td>3) Conduct of Preparatory Meeting</td>
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<td>4) Review of current planning and budgeting system in the DA</td>
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<td>6) Drafting of Inception Report</td>
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<td>7) Submission of Inception Report</td>
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<td>8) Conduct of Progress Meeting</td>
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<td>9) Preparation and writing of manuals</td>
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<td>10) Submission of draft manuals</td>
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<td>11) Workshop to refine the draft manuals</td>
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<td>12) Refinement of manuals</td>
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<td>13) Submission of final version of manuals</td>
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Section 6. Standard Forms of Contract
The attached Form of Contract shall be used.

ANNEX II.
Consultant’s Services: Lump-Sum Contract
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Preface

This standard contract for Consulting Services has been prepared by the Bank for use by its borrowers and their implementing agencies (referred to hereafter as Clients) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid on lump-sum basis. In such cases, the use of this contract is mandatory for contracts financed partly or wholly by the Bank.

The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.
CONTRACT FOR CONSULTANTS’ SERVICES

Lump-Sum

between

Project Name: Philippine Rural Development Project (PRDP)

Loan No. 8421 - PH
[name of the Client]

and

Orient Integrated Development Consultants Incorporated
[Name of the Consultant]

Dated: __________________________
I. Form of Contract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the ___ day of the month of ___, between, on the one hand, Department of Agriculture (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [or has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) [or a credit from the International Development Association (hereinafter called the “Association”)]] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [or Association] will be made only at the request of the Client and upon approval by the Bank [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Department of Agriculture

USEC. ARIEL T. CAYANAN
Undersecretary for Operations/PRDP National Project Director

For and on behalf of Harmonization of the DA Planning and Budgeting System

MS. CYNTHIA G. VILLANUEVA
Officer-in-Charge (OIC)
II. General Conditions of Contract


1.1 Definitions

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 Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.


(c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) “Foreign Currency” means any currency other than the currency of the Client’s country.

(h) “GC” means these General Conditions of Contract.

(i) “Government” means the Government of the Client’s country.

(j) “Local Currency” means the currency of the Client’s country.

(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(l) “Party” means the Client 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 Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

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

1.4 Notices

1.4.1 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 delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the
Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized Representatives**

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

**1.8 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption**

**1.9.1 Definitions**

It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive 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;
1.9.2 Measures to be Taken  

(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees  

(d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract  

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services  

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract  

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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 result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the
Annex II. Lump-Sum Contract

Consultant, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the 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.
2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

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 standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and 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 under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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 Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, 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.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant’s Actions Requiring Client’s Prior Approval

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.
3.6 Reporting Obligations  
(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. 
(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client  
(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. 
(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing  
The Consultant (i) shall 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 will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years 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 Client or the Bank, if so required by the Client or the Bank as the case may be.

4. CONSULTANT’S PERSONNEL

4.1 Description of Personnel  
The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel  
(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a
person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions
The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties
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 accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities
The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1 Lump-Sum Payment
The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

246.2 Contract Price
(a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. Good Faith

7.1 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.

8. Settlement Of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
III. Special Conditions of Contract

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(a)</td>
<td>The words “in the Government’s country” are amended to read “in Philippines”</td>
</tr>
<tr>
<td>1.3</td>
<td>The language/s is English.</td>
</tr>
</tbody>
</table>
| 1.4                 | The addresses are:  
                        | Client: Philippine Rural Development Project (PRDP)  
                        | Attention: USec. Ariel T. Cayanan  
                        | Facsimile: 02-273-2474-78 loc. 2437  
                        | Telephone No. 02-273-2474-78 loc. 2437  
                        | E-mail: arielcayanan00@gmail.com  
                        | Consultant: Orient Integrated Development Consultants, Inc.  
                        | Attention: Ms. Cynthia G. Villanueva  
                        | Facsimile: +63(2) 361-9131  
                        | Telephone No.: +63(2) 374-0761  
                        | E-mail: oidci@orient.com.ph URL: www.orient.com.ph |
| 1.6.2               | The Authorized Representatives is:  
                        | For the Client; USec. Ariel T. Cayanan, Undersecretary for Operations, and PRDP National Project Director |
| 1.10                | The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:  
                        | (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the |
### III. Special Conditions of Contract

#### Annex II – Lump-Sum Contract

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1</strong></td>
<td>The Effective Date is the date the Contract was signed by Orient Integrated Development Consultants Incorporated.</td>
</tr>
<tr>
<td><strong>2.2</strong></td>
<td>The date for the commencement of Services is upon received of the Notice to Proceed (NTP) by Orient Integrated Development Consultants Incorporated.</td>
</tr>
<tr>
<td><strong>2.3</strong></td>
<td>The time period shall be six (6) months.</td>
</tr>
<tr>
<td><strong>5.1</strong></td>
<td><em>Not Applicable</em></td>
</tr>
<tr>
<td><strong>6.2(b)</strong></td>
<td>The amount in currency: for local: Payments shall be made according to the following schedule:</td>
</tr>
</tbody>
</table>

a) 15% of the Total Contract Cost, upon signing of the Service Contract;

b) 10% of the Total Contract Cost upon the PROCURING ENTITY’s receipt and acceptance of the inception report containing methodology and work plan;

c) 40% of the Total Contract Cost upon PROCURING ENTITY’s receipt and acceptance of the Midterm Progress Report, which include all accomplished activities and related documentation;

d) 35% of the Total Contract Cost upon the PROCURING ENTITY’s receipt and Acceptance of the Final Report, which include all accomplished evaluation and assessment activities presented in the scope of works (with considerations of its annexes). The Final Report must include Updated Watershed & Environmental Profile (Demographic, Socio-Economic & Forest Upland Ecosystems & Physio-Chemical & Biophysical for Coastal/Marine Ecosystems & Thematic Maps (both in Hard and electronic copies).
<table>
<thead>
<tr>
<th>6.5</th>
<th>The interest rate is: Zero (0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2</td>
<td>Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with Republic Act 9285 which is currently being followed for dispute resolution and for arbitration in the Philippines.</td>
</tr>
</tbody>
</table>
IV. Appendices

APPENDIX A – TERMS OF REFERENCE

TERMS OF REFERENCE

Hiring of Consultancy Firm for the Harmonization of the DA Planning and Budgeting System

Background and Rationale

The Department of Agriculture (DA) has a big challenge as overseer of the development of the agriculture and fisheries sector. The sector’s critical roles in the country’s economic progress, most especially in building inclusiveness in growth, is recognized -- a recognition apparent in the DA’s increasing budgetary allocations.

The past five years – 2010-2014 have been challenging for the agriculture and fisheries sector. The pernicious effects of climate change, primarily flooding and drought, caused billions worth of livelihood and production losses to the sector. Typhoon Yolanda alone decimated the stock of coconut trees in the Eastern Visayas and destroyed the boats of fisherfolk. Despite these, the sector managed to maintain its upward trend as output grew at an annual average of 2.08 percent.

However, significant sector advancement is weighed down by various factors, not the least of which is the way that the Department has been pursuing the mandated sector goals, setting Department purposes and targets, and allocating and using available resources.

The Philippine Rural Development Project (PRDP) is a 6-year project of the DA aiming to provide needed infrastructure and enterprise investment support to the agriculture and fisheries sector but within more efficient governance systems consistent with principles espoused in the Agriculture and Fisheries Modernization Act (AFMA) of 1997. The IPLAN component of the program intends to institutionalize the Agriculture and Fisheries Modernization Plan (AFMP) and the Regional Agriculture and Fisheries Modernization Plan (RAFMP) as the basis for the allocation and use of investments available to the sector. To this end, it seeks to strengthen the Department’s planning, programming and budget execution processes for the attainment of mandated sector goals.

Objectives

3. Main

To assist the DA achieve the PRDP IPLAN’s objective of rationalizing DA decision-making by designing guidelines, processes and institutional arrangements that will ensure that DA
III. Special Conditions of Contract

Annex II – Lump-Sum Contract

plans, programs and budgets are mainly derived from and fully consistent with the AFMP.

4. Specific

a. To assess the consistency, harmony, and integration of current national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements;

b. To evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;

c. To develop an integrated and harmonized set of planning, programming and budgeting manuals, which would include proposed institutional arrangements, that will effectively address the gaps determined in objectives (i) and (ii) above; and

d. To formulate a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in objective (iii) above, to initiate the next AFMP updating cycle.

Scope of Work

The consultancy firm shall undertake the following services to achieve the objectives stated in this TOR:

1. Assess the consistency, harmony, and integration of current DA national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements, at least for the following:

   a. Updating of the national Agriculture and Fisheries Modernization Plan (AFMP) and Regional Agriculture and Fisheries Modernization Plans (RAFMPs);

   b. The integration of Provincial Commodity Investment Plans (PCIPs) under the i-Plan component of the PRDP into the RAFMPs;

   c. The preparation of the annual plan and budget proposals (PBP) and the quarterly workplan, using PCIPs as one of the basis; and

   d. The preparation of the agriculture Public Investment Program (PIP).

2. Evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;
3. Review the plans and budgets of attached corporations and the coordination and institutional arrangement with other national government departments/agencies vis-à-vis the objective of IPLAN Subcomponent 1.2 to harmonize technical service provision by the technical agencies, bureaus and other NG departments with the needs of the RAFMPs and PCIPs;

4. Review the usefulness of various available documents on the DA planning, programming and budgeting processes, including frameworks, manuals, guidelines, forms, instructions, and other such documents that circumscribe the work of DA’s planners and budget officers;

5. Recommend changes in the guidelines, processes, and institutional arrangements (across the DA operating units, attached bureaus/agencies, attached corporations and other national government departments/agencies), based on the gaps determined in specific objectives (i) and (ii), so that the various outputs become consistent and mutually reinforcing in support of AFMP implementation. This include the integration of the PCIPs, which should emanate from and should be consistent with the AFMP and, more immediately, their respective RAFMP. The AFMP and the RAFMPs are the main reference documents of the PCIPs and the resulting manuals and guidelines should ensure that the planning, programming and budgeting processes, activities, indicators and institutional arrangements reflect this.

6. Document the enhanced processes and institutional arrangements in an integrated and harmonized set of planning, programming and budgeting manuals that will be used by DA planners in undertaking the various planning and budgeting activities of the DA;

7. Develop a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in specific objective (iii) above, to initiate the next AFMP updating cycle;

8. Recommend core indicators for the AFMP and RAFMP, including indicators for organizational outcomes of the DA;

9. Conduct the following workshops/orientation and meetings:

   a. Consultation workshops – This workshop aims to present the result of the review of the current planning, programming and budgeting system of the DA, next steps of the technical assistance (e.g. formulation of manuals), and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability and the expected participants are the DA RFO’s, Bureaus, Attached Agencies and Attached Corporations.

   b. Workshops to refine the draft manuals/guidelines – This workshop aims to present the (i) draft manuals and (ii) guidelines for AFMP updating and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability and
III. Special Conditions of Contract
Annex II – Lump-Sum Contract

the expected participants are the DA RFO’s, Bureaus, Attached Agencies and Attached Corporations.

c. Progress meetings – The series of meetings is a venue for the consultants to present the progress of the technical assistance to the DA-Planning and Monitoring Service (PMS) and the DA Management. The expected participants are personnel from DA-PMS, DA Management and selected concerned staff.

10. Provide the food, accommodation, venue, presentation materials, resource person/facilitator during the consultation workshops/orientation and meetings.

Project Duration

The engagement of the consulting firm is six (6) months from receipt of Notice to Proceed (NTP). The procuring entity is after the quality of the outputs that would be submitted at the end of the project. The estimated number of professional staff-months required for the project is entrusted to the consulting entity for them to apportion it to the various deliverables stipulated in this TOR, with the concurrence of the procuring entity.

Qualifications of the Consultancy Firm

1. The firm has at least 10 years of experience in development/strategic planning, public finance and investment programming. The firm will also be evaluated based on an assessment of the quality of previous similar sample output (e.g., planning, programming and budgeting manuals and guidelines) which they must submit to the DA;

2. The members of the team of consultants of the firm has the following qualifications:

   a. Development Planning Expert (Team Leader)

      • 10 years of work experience in strategic planning in the field of agriculture and fisheries
      • Has an academic degree in development planning, rural development, economics or other related field of studies
      • At least a Masters Degree holder
      • Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries

   b. Public Finance Expert

      • 8 years of work experience in public finance, preferably, in the preparation of budget proposals and workplans in the agriculture and fishery sector
      • Has an academic degree in public finance, public management, banking and finance, or other related field of studies
      • At least a Masters Degree holder
      • Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries
c. Investment Programming Expert

- 8 years of work experience in investment programming, preferably, in the preparation of public investment plans/programs in the agriculture and fishery sector
- Has an academic degree in development planning, economics, project management or other related field of studies
- At least a Masters Degree holder
- Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries

Obligations/Duties and Responsibilities of the DA

1. Review the timetable in consultation with the firm for the project, including workshops/orientation and meetings;

2. Review and approval of the food, accommodation and venue to be provided by the Consultancy Firm for the workshops/orientation and meetings;

3. Review and approval of the manuals and reports of the consulting firm; and

4. Pay the consultancy firm’s fees as follows:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment</th>
<th>Schedule of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon the client’s receipt of a copy of the contract signed by both parties with Notice to Proceed (NTP)</td>
<td>15 %</td>
<td>Upon receipt of NTP</td>
</tr>
<tr>
<td>Upon submission and acceptance of the Inception Report</td>
<td>15 %</td>
<td>Two (2) months after NTP</td>
</tr>
<tr>
<td>Upon submission and acceptance of the draft manuals</td>
<td>40 %</td>
<td>Two (2) months after Inception Report</td>
</tr>
<tr>
<td>Upon submission and acceptance of the final version of the manuals</td>
<td>30 %</td>
<td>Two (2) months after the draft</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
<td><strong>Six (6) months</strong></td>
</tr>
</tbody>
</table>

Institutional and Reporting Arrangement

The consulting firm will report directly to the Director of the Planning and Monitoring Service (DA-PMS). The timelines and formats of the reports must have the concurrence also of the Director.
III. Special Conditions of Contract

Annex II – Lump-Sum Contract

Deliverables

1. Inception Report which includes the assessment and gap analysis mentioned in specific objectives (i) and (ii);

2. An integrated and harmonized set of planning, programming and budgeting manuals of the DA, namely:

   a. Manual on:
      i. Updating of the AFMP and RAFMPs, including the integration of the PCIPs; and
      ii. Preparation of the annual PBP and quarterly workplan;


At the minimum, the manuals should include the purpose and objectives, definition of terms, main activities, process flows, inputs and outputs, institutional arrangements, recommended tools and timetable of, as well as interconnections among, the various planning and budgeting processes.

3. Planning, Programming and Budgeting Guidelines for the next AFMP updating.

Ownership and Property Rights

The DA shall have ownership of the planning and budgeting manuals to be developed.

Estimated Budget

The estimated budget is Php 8,200,000.00 chargeable against the Philippine Rural Development Project (PRDP) funds. This amount is inclusive of taxes, travel expenses of the consulting firm and the cost of the workshops to be conducted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget (Php)</th>
<th>Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hiring of Consultancy Firm</td>
<td>4,320,000</td>
<td></td>
</tr>
<tr>
<td>a. Development Planning Expert (Leader)</td>
<td>1,500,000</td>
<td>Php 250,000/month x 6 months x 1 pax</td>
</tr>
<tr>
<td>b. Public Budgeting/Finance Expert</td>
<td>1,200,000</td>
<td>Php 200,000/month x 6 months x 1 pax</td>
</tr>
<tr>
<td>c. Investment Programming Expert</td>
<td>1,200,000</td>
<td>Php 200,000/month x 6 months x 1 pax</td>
</tr>
<tr>
<td>d. Research Assistant</td>
<td>420,000</td>
<td>Php 35,000/month x 6 months x 2 pax</td>
</tr>
<tr>
<td>2. Conduct of Workshops</td>
<td>2,970,000</td>
<td></td>
</tr>
<tr>
<td>a. Consultation Workshop</td>
<td>1,485,000</td>
<td></td>
</tr>
<tr>
<td>i. Cluster A</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>ii. Cluster B</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>iii. Cluster C</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>b. Workshop to Refine the Draft Manuals</td>
<td>1,485,000</td>
<td></td>
</tr>
<tr>
<td>i. Cluster A</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>ii. Cluster B</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>iii. Cluster C</td>
<td>495,000</td>
<td>Php 1,800/pax x 55 pax x 5 days</td>
</tr>
<tr>
<td>3. Conduct of Meetings</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>i. Cluster A</td>
<td>495,000</td>
<td>Php 300/pax x 40 pax x 4 meetings</td>
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<tr>
<td>ii. Cluster B</td>
<td>495,000</td>
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<tr>
<td>iii. Cluster C</td>
<td>495,000</td>
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<tr>
<td>4. Printing of Manuals</td>
<td>675,000</td>
<td>Php 1,500 x 450 copies</td>
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<tr>
<td>5. Supplies and Materials</td>
<td>187,000</td>
<td>2.3% of total cost</td>
</tr>
<tr>
<td>Grand Total</td>
<td>8,200,000</td>
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## Schedule of Activities

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<td>Wk 3</td>
<td>Wk 4</td>
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<tr>
<td>1) Issuance of Notice to Proceed</td>
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<td>2) Contract Signing</td>
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<td>3) Conduct of Preparatory Meeting</td>
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<td>4) Review of current planning and budgeting system in the DA</td>
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<td>5) Conduct of consultation workshop</td>
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<td>a. Cluster A</td>
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<td>b. Cluster B</td>
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<tr>
<td>c. Cluster C</td>
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<td>6) Drafting of Inception Report</td>
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<tr>
<td>7) Submission of Inception Report</td>
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<tr>
<td>8) Conduct of Progress Meeting</td>
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<td>9) Preparation and writing of manuals</td>
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<tr>
<td>10) Submission of draft manuals</td>
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<td>11) Workshop to refine the draft manuals</td>
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<tr>
<td>a. Cluster A</td>
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<tr>
<td>b. Cluster B</td>
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<td>c. Cluster C</td>
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<td>12) Refinement of manuals</td>
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<td>13) Submission of final version of manuals</td>
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</tbody>
</table>

**Note:** The schedule is color-coded to indicate progress. Red squares indicate completed activities.
F. Supplemental/ Bid Bulletin

SUPPLEMENTAL / BID BULLETIN NO. 1

Title : 
Solicitation No. : 
Date : 

This Supplemental/Bid Bulletin is issued to all prospective bidders announcing the extension of the deadline for submission and receipt of EOIs, to wit:

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
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</table>

Please submit your EOI and other supporting documents to the office of the PRDP NPCO Procurement Unit/SBAC Secretariat, at the 4th Floor, New DA Building, DA Compound, Elliptical Road, Diliman, Quezon City on or before _____________.

For clarifications, you may contact DA-PRDP Procurement Unit at telephone nos. (02) 928-8751 local 2877. Late EOI will not be accepted.

This Bid Bulletin shall form part of the Request for Expression of Interest.

Please be guided accordingly.

Approved/Disapproved

Chairperson, Bids and Awards Committee
**G. Purchase Order (P.O.)**

**PURCHASE ORDER**

**Department of Agriculture**

**Office of the Secretary**

**TIN: 000-845-895**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>P.O. No.</th>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>FAX:</td>
<td>Tel. No.:</td>
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<tr>
<td>PRAS No.</td>
<td>Date :</td>
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<td>Mode of Proc.</td>
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<td>End-User</td>
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</table>

Gentlemen:

Please furnish this Office the following articles subject to the pertinent Terms and Conditions prescribed in the Request for Quotation are hereby incorporated in this Purchase Order.

<table>
<thead>
<tr>
<th>Place of delivery</th>
<th>Delivery Period</th>
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<tbody>
<tr>
<td>Date of delivery</td>
<td>Payment Term</td>
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</table>

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<thead>
<tr>
<th>Unit</th>
<th>Description</th>
<th>QTY.</th>
<th>UNIT COST</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

(Amount in words) P

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

(Printed Name and Signature of Supplier)

(To be filled up by the Winning Bidder /Supplier)

ACCOUNT NAME: ______________________
ACCOUNT NO: ______________________
NAME OF BANK/BRANCH: ______________

Date

Allotment Certified Available:

Amount: ______________________
ORS NO: ______________________

Department Chief Accountant
H. Work Order (W.O.)

WORK ORDER
Department of Agriculture
Office of the Secretary
TIN: 000-845-895

<table>
<thead>
<tr>
<th>Supplier</th>
<th>W.O. No.</th>
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<tbody>
<tr>
<td>Address</td>
<td>Date</td>
</tr>
<tr>
<td>FAX#</td>
<td>Tel. No.</td>
</tr>
<tr>
<td>PRAS No.</td>
<td>Made of Proc.</td>
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<td>End-User</td>
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</table>

Gentlemen:

Please furnish this Office the following articles subject to the pertinent Terms and Conditions prescribed in the Request for Quotation are hereby incorporated in this Purchase Order.

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<tr>
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</thead>
<tbody>
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<td>Payment Term</td>
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</table>

<table>
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<tr>
<th>Unit</th>
<th>Description</th>
<th>QTY.</th>
<th>UNIT COST</th>
<th>AMOUNT</th>
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</thead>
</table>

Page 1 of 1

(Amount in words) P

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Very truly yours,

(Printed Name and Signature of Supplier)

ACCOUNT NAME: __________________
ACCOUNT NO.: __________________
NAME OF BANK/BRANCH: ________________

Date

Allotment Certified Available:

Amount: __________________
GRS NO: __________________

Department Chief Accountant
I. Abstract of Bids/ Quotations

DEPARTMENT OF AGRICULTURE
PHILIPPINE RURAL DEVELOPMENT PROJECT
BIDS AND AWARDS COMMITTEE
As per S.O. # _____________ series of _______

ANNEX A

ABSTRACT OF BIDS

PRAS no. _____________ Estimated Project Cost (EPC): Php _____________ Date: _____________ Time: _____________

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Amount per item (Php)</th>
<th>Name of Service Provider</th>
<th>Name of Service Provider</th>
<th>Name of Service Provider</th>
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<tbody>
<tr>
<td>Qty.</td>
<td>Unit</td>
<td>Item description</td>
<td>Offered brand</td>
<td>Unit price</td>
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GRAND TOTAL: Php _____________

We hereby certify that we have verified this Abstract of Bids against the price quotation submitted by the suppliers.

Chairman: ___________________ Vice Chairman: ___________________ Member: ___________________ Member: ___________________ Member: ___________________

Mode of Procurement:
Awarding by:
J. Matrix of Curriculum Vitae/ Expression of Interest

DEPARTMENT OF AGRICULTURE
PHILIPPINE RURAL DEVELOPMENT PROJECT
BIDS AND AWARDS COMMITTEE
As per S.O. # _______________ series of _____

MATRIX OF EXPRESSION OF INTERESTS (EOIs)

<table>
<thead>
<tr>
<th>PRAS no.</th>
<th>Estimated Project Cost (EPC): Php</th>
<th>Date:</th>
<th>Time:</th>
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<tr>
<th>DESCRIPTION</th>
<th>Amount per item (Php)</th>
<th>Name of Consultant</th>
<th>Name of Consultant</th>
<th>Name of Consultant</th>
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<tr>
<td>Qty.</td>
<td>Unit</td>
<td>Item description</td>
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</table>

Grand Total: Php


Chairman:
Vice Chairman:
Member:
Member:
Member:

Mode of Procurement:
Awarding by:
K. WB Contract Form for Individual Consultant

CONTRACT

This CONTRACT ("Contract") entered into by and between the:

DEPARTMENT OF AGRICULTURE through the PHILIPPINE RURAL DEVELOPMENT PROJECT (PRDP) ("the Client"), a national government agency, having its principal office address at 4TH Floor, D.A. Building, Elliptical Road, Diliman Quezon City, herein represented by ________________

-- and--

__________________ ("the Consultant") having its principal address located at ____________________

WITNESSETH:

WHEREAS, the Government of the Philippines (GOP) has received a loan from the International Bank for Reconstruction and Development (the "Bank") in an amount equivalent to US $ FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (US$501,250,000), toward the cost of the Philippine Rural Development Project (hereafter "PRDP" or "Project"), and intends to apply a portion of the proceeds of this Loan to eligible payments under this Contract, it being understood that payments by the Bank will be made only at the request of the Department of Agriculture and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan Agreement (IBRD Loan No. 8421 dated September 8, 2014);

WHEREAS, pursuing the implementation of the Project, the Client wishes to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services ==

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services
   (i) The Consultant shall perform the services specified in the pertinent "Terms of Reference" attached as Annex "A" hereto and made an integral part of this Contract ("the Services").
   (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in said Annex "A."

2. Term
   The Consultant shall perform the Services for a period of to start on the day following the date of Contract signing (with issuance of the corresponding Notice to Proceed).
3. Payment

A. Ceiling

For Services rendered pursuant to Annex “A”, the Client shall pay the Consultant an amount not to exceed (Php ) as provided in Annex “B” (Budget Allocation submitted by the consultant). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits and including any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments – The parties agree to the following payment schedule:

All payment shall be made upon acceptance of the reports by the end user as stipulated in the contract

C. Transportation, his/her own office equipment, manpower, including administrative staff and other operational expenses, to be deployed to complete the assignment within the time specified for the work shall be charged to the project as provided in Annex “B”.

D. Payment Conditions

Payment shall be made in Philippine Peso within 45 calendar days following submission by the Consultant Billing/Invoices in duplicate to the Coordinators designated in paragraph 4.

4. Project Administration

A. Coordinator

The Client designates , as Client's Coordinators; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client.

B. Reports

The reports listed in Annex A, “Terms of Reference”, shall be submitted in the course of the assignment, and shall constitute the bases for the payments to be made under paragraph 3.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Inspections and Auditing

The Consultant shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other
documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Department (including without limitation to a determination of ineligibility).

7. **Confidentiality**

The Consultant shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

8. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software provided there is prior written consent of the Client.

9. **Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

10. **Insurance**

The Consultant shall be responsible for taking out any appropriate insurance coverage.

11. **Assignment**

The Consultant shall not assign this Contract or subcontract any portion of it without the Client’s prior written consent.

12. **Law Governing Contract and Language**

The Contract shall be governed by the laws of Philippines, and the language of the Contract shall be English.

13. **Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client’s country.

14. **Liquidated Damages for Delay**

If the Consultant fails to deliver any or all of the Services within the period(s) provided in this Contract, the Client 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 (1/10 of 1%) 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 Client may consider termination of this Contract.

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Either party may pre-terminate this Agreement without need of cause by serving written notice to the other party at least thirty (30) days’ notice prior to the intended date of pre-termination. In case of termination of this Agreement, the second party shall accomplish clearance certificate relative to money and property accountabilities.
IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ day of ____________
_________ at Quezon City, Philippines.

FOR THE CLIENT

FOR THE CONSULTANT

WITNESSES:

Republic of the Philippines)
_____________________) S.S.

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for ____________, personally appeared this ___ day of ________,
with ID No. ______________ issued on ______________ issued at ____________ and
with ID No. ______________ issued on ______________ issued at ____________,
known to me to be the same persons who executed the foregoing instruments and they acknowledge
to me the same is their free and voluntary act and deed as well as the free and voluntary act and deed
of the entities represented.

NOTARY PUBLIC

Doc. No. ________
Page No. ________
Book No. ________
Series No. ________
INDIVIDUAL CONSULTANCY CONTRACT

KNOW ALL BY THESE PRESENTS

This AGREEMENT made and entered into by and between:
The DEPARTMENT OF AGRICULTURE, an executive department with principal office at __________________________, represented by __________________________ in his official capacity as __________________________, Philippine Rural Development Project (PRDP), hereinafter referred to as the “DA”

-and-

__________________________, of legal age, Filipino, and with residence at __________________________, hereinafter also referred to as the “CONSULTANT”

WITNESSETH:

WHEREAS, the Government of the Philippines (GOP) has received a loan from the International Bank for Reconstruction and Development (the “Bank”) in an amount equivalent to US $ FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (US$501,250,000), toward the cost of the Philippine Rural Development Project (hereafter “PRDP” or “Project”), and intends to apply a portion of the proceeds of this Loan to eligible payments under this Contract. Payments by the Bank will be made only at the request of the Department of Agriculture (DA) and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan Agreement (IBRD Loan No. 8421 dated September 8, 2014). The Loan Agreement prohibits a withdrawal from the Loan Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than GOP shall derive any rights from the Loan Agreement or have any claim to the proceeds of the Loan;

WHEREAS, the PRDP, which is designed to support government’s efforts to reduce poverty among the rural communities in around eighty (80) provinces in the country, is being implemented by the DA specifically to increase agricultural productivity and improve the living standard of the people of the Philippines, through the building or enhancement of the capacity of Local Government Units (LGUs) in providing basic services, supporting the construction of basic infrastructure, and providing employment and income-earning opportunities within the country;
WHEREAS, the Project is also funded by the GOP through the DA and participating LGUs;

WHEREAS, the PRDP National Project Coordination Office (NPCO), which is tasked with the overall operational and financial management of the PRDP, recognizes the necessity of hiring consultants to supplement its support staff team and to strengthen its management capabilities;

WHEREAS, at this juncture, the NPCO requires a staff member who shall deliver tasks and services corresponding to the position of ____________________________ for and under the ____________________________;

WHEREAS, following the applicable procedures in the procurement of services of consultants through the competitive “Selection of Individual Consultants” or “SIC” method under the World Bank guidelines on the procurement of consultancy services, the DA advertised a “Request for Expression of Interest” (REOI) and Terms of Reference (TOR) relative to the hiring of an individual who will provide services corresponding to the position. This was done through a posting on the PhilGEPS website of the said REOI and TOR for at least seven days, starting on ____________, with the deadline for the submission of expressions of interest and Curricula Vitae (CVs) set for ____________, ____________.

WHEREAS, by the time of the said deadline, it was determined that three (3) expressions of interest (through letter-applications) and corresponding CVs were duly submitted to the PRDP Special Bids and Awards Committee (SBAC) Secretariat respectively by 3 applicants to the position of Driver/Chauffer;

WHEREAS, through its Resolution No. ____________ (hereto attached as Annex “A” and made an integral part hereof), the PRDP SBAC recommended (among others) the award of Consultancy Contract for the Position of Driver/Chauffer, Administrative Unit, PRDP-NPCO (Mode of Procurement: SIC), and for the period commencing on October 02, 2017 or the date of execution of this Individual Consultancy Contract, whichever is later, and ending on December 31, 2017, to herein Consultant ANGELITO G. BENEDICTO, JR.. Whereas, the said Resolution was duly approved by the Undersecretary for Operations and National Project Director, PRDP;

WHEREAS, in accordance with the said SBAC Resolution, the DA issued a Notice of Award (NOA) dated ____________ (hereto attached as Annex “B” and made an integral part hereof) in favor of the herein Consultant specifically stating that the contract covering the services of a Driver/Chauffer under the Administrative Unit, PRDP-NPCO under PRAS No. 0316-2017 has been awarded to the latter;

WHEREAS, the Consultant has signified acceptance and/or confirmation of the said award by appending his signature on the space under the term “Conforme” in the NOA on ____________;

WHEREAS, ANGELITO G. BENEDICTO, JR., having been determined by the DA to possess
the education, training, skills, expertise and experience qualifications for a Consultant expected to deliver services pertinent to the position of Driver/Chauffer for and under the PRDP-NPCO Administrative Unit, through the prescribed screening and procurement processes, is willing to pursue his engagement by the DA and deliver services to said institution in accordance with the Terms of Reference and this Contract;

**WHEREAS**, the hiring of Individual Consultants pursuant to 2011 WB Guidelines for the Selection and Employment of Consultants is no longer subject for review while submission of the WB No Objection Letter is inapplicable as per WB Letter dated ;

**WHEREAS**, the Chief Accountant of the DA has issued a Certification of Availability of Funds (CAF) -- based on the duly filled-out Obligation Request Status (ORS) signed by, among others, the Chief of the Budget Division of the DA -- sufficient to cover the cost of services as provided under this Consultancy Contract, with the said certification being attached hereto as *Annex "C"* and made an integral part hereof.

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

1. **SCOPE OF WORK / SERVICES**

2. **WORKSTATION/ATTENDANCE** -- The **CONSULTANT** shall render at least 40 working hours a week and report at the **DA-PRDP** offices located at , except in cases of field work as the **Consultant** may be directed to undertake by the .

3. **CONSULTANCY FEE**
   a. **Compensation** -- The **CONSULTANT** shall receive a monthly fee of Philippine Pesos: (Php) effective on the date provided under Paragraph 11 hereof, payable every 15th and 30th of the month, subject to withholding of taxes, and chargeable against PRDP funds.
   b. **Reimbursable Costs** -- When conducting fieldwork, the **Consultant** is entitled to actual travel expenses, subject to existing government accounting and auditing rules and procedures, and chargeable against PRDP funds.
   c. **Other Costs** -- The **Consultant** is allowed to attend trainings, conventions, conferences, and like activities related to the project on official time, subject to prior approval by the National Project Director. Fees and travel expenses will be charged against the PRDP funds, subject to existing government accounting and auditing rules and procedures.

4. **CONFLICT OF INTEREST CLAUSE** -- The **CONSULTANT** commits to provide professional, objective and impartial services to the **DA-PRDP-NPCO** and at all
times hold the latter's interest paramount without any consideration for future assignments.

The Consultant shall not receive any remuneration in connection with the assignment except as provided in the Contract. He shall not engage in consulting or other activities that conflict with the interest of the DA-PRDP. In general, the Consultant shall strictly avoid conflicts of interest with his prior or current assignments and affirms to be able to carry out his PRDP assignments or work in the best interest of the DA-PRDP.

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity closely associated with him, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

5. **GENERAL PROVISIONS** -- The parties mutually agree to perform, fulfill and abide with all of the provisions, requirements, and all matters and objects contained in or could reasonably be inferred from the terms of this Contract.

Nothing contained herein shall be construed as establishing or creating between the DA and the CONSULTANT the relationship of principal and agent, it being understood that the position of consultant and of anyone else performing the Services is that of an independent contractor.

6. **PROHIBITIONS** -- Except with the prior written approval of the DA, the CONSULTANT shall not assign or transfer this Contract or any part thereof, nor engage any independent sub-professional service provider, sub-consultant, or sub-contractor to perform any part of the Services set forth herein.

In any case, the approval of the DA of the assignment of any part of this Contract by the Consultant to an independent sub-professional service provider, sub-consultant or sub-contractor to perform the agreed Services or any part or item thereof, shall not relieve the Consultant of any of his obligations under this Contract.

In the event that any of such independent service provider, sub-consultant or sub-contractor was found to be incompetent in discharging his/her duties, the DA may request the Consultant to forthwith replace him/her with a consultant / sub-contractor with qualifications and experience acceptable to the DA for the purpose of resuming the performance of the Services required.
No member of the **DA Personnel** assigned to, or in any way involved in the performance of the obligations under this Contract shall engage, directly or indirectly, either in his/her name or through the **Consultant**, in any business or professional activity that could be in conflict with the performance of the **Consultant's** duties and assignment under this Contract.

7. **INDEMNIFICATIONS -- CONSULTANT** will indemnify and hold harmless the DA-PRDP from any and all claims, actions and judgments arising from the performance of services subject matter of this Agreement.

The **CONSULTANT'S** liability under this Contract shall be limited to claims and/or actions for losses or damages directly caused by his failure to exercise skill and care, and shall not include liability for any action or claim for losses or damages arising from the inability of such party to perform obligations by reason of force majeure and occurrences merely incidental to such failure.

*Provided*, that in case of breach of this Contract, the **Consultant** shall pay liquidated damages in the amount corresponding to one-tenth of one percent (0.1%) 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 **DA** shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslide, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events or risks beyond the reasonable control of the affected party, occurred or incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform his/her obligations.

8. **MISCELLANEOUS PROVISIONS**

   a. **Notice of Delay** -- In the event the **CONSULTANT** anticipates delays in the delivery of required services or facilities under this Contract, he shall promptly notify the **DA** of the same, and may request for an appropriate extension of time for the completion of services / facilities. This provision applies to cases where there is a change in the scope of work required by the **DA**.

   b. **Contractual Ethics** -- The parties affirm that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or
under the Contract, have been given or received in connection with the selection process or in the contract execution.

9. TERMINATION OF CONTRACT

a. By the DA: The DA may terminate this Contract should any of the following events happen and, with respect to item (1) below, if said event/s is/are determined to be continuing:

1) The happening or occurrence of any condition or situation, which to any reasonable mind, could interfere or threaten to interfere with the successful implementation of the Project and/or the fulfillment of the contract’s purpose;

2) The Consultant's default in the performance of or failure or refusal to perform his obligations / responsibilities under the Contract once the cumulative amount of liquidated damages incurred reaches ten percent (10%) of the contract price, as provided under Paragraph 7 hereof;

3) The Consultant is unable to obtain satisfactory or better Performance Evaluation Results upon work/performance evaluation, which shall be conducted quarterly;

4) If, as the 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.

b. By the CONSULTANT:

b.1. If, by reason of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, the performance of the obligations under this Contract is rendered or has become impossible, subject to the following procedure:

1) The Consultant shall promptly notify DA in writing of such situation or occurrence;

2) Upon confirmation in writing by the DA of the existence of any such situation or event, or upon failure of DA to respond to such notice within 30 days from receipt thereof, the Consultant shall be relieved from all liabilities on account of his failure to carry out his obligations as Consultant, and from the date of the DA's receipt of said notice (re: the infringing situation/ occurrence). The Consultant may thereupon terminate the Contract by giving not less than thirty (30) days prior written notice thereof.
b.2. In any other case, the Consultant may terminate this Contract by giving notice in writing thirty (30) days prior to the effective date of termination.

10. SETTLEMENT OF DISPUTES -- In cases of breach of contract or when conflicts or disagreement arise in the interpretation or implementation of the stipulations, terms and conditions of this agreement, the parties shall endeavor to settle the matter amicably, if possible and to the extent allowable by law.

Any dispute or difference arising out of this Contract that cannot be amicably settled between the parties shall be finally settled under Philippine laws.

11. EFFECTIVE DATE AND DURATION OF CONTRACT -- This Contract shall be effective for a period commencing on or the date of its execution, whichever is late, and ending on .

IN WITNESS WHEREOF, the parties have hereto set their hands this ___________________________ at ___________________________ , Philippines.

DEPARTMENT OF AGRICULTURE CONSULTANT
By: By:

________________________________________  ______________________________

SIGNED IN THE PRESENCE OF:

________________________________________  ______________________________
ACKNOWLEDGEMENT

Republic of the Philippines)  
Quezon City (J.S.S.

BEFORE ME, a Notary Public for and in Quezon City, this _________________, 
personally appeared ____________________ and ____________________, whom I have 
identified through their respective competent evidence of identity that they presented to me, 
as follows:

<table>
<thead>
<tr>
<th>COMPETENT EVIDENCE OF IDENTITY</th>
<th>DATE/PLACE OF ISSUE</th>
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<tbody>
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</tbody>
</table>

The above-named persons represented to me that they executed the foregoing INDIVIDUAL CONSULTANCY CONTRACT, affirmed that their signatures thereon were respectively voluntarily affixed by them for the purposes stated in the instrument and declared and acknowledged that they have executed the same as their free and voluntary act and deed. With respect to ____________________, he acknowledged that he appended his signature as the representative of the Department of Agriculture – PRDP in the foregoing instrument and declared that he has the authority to sign in that capacity.

This Instrument consisting of seven (7) pages, including this page on which this Acknowledgement is written, has been signed by the parties and witnesses on each and every page thereof.

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

NOTARY PUBLIC
Notary Public, Quezon City  
Commission Serial Number: ____________
Office Address: _________________________________
My Commission Expires on ________________

Roll No. ____________________________
IBP No. ________, Issued on __________, at __________
PTR No. ________, Issued on __________, at __________

Doc. No. __________
Page No. __________
Book No. __________
Series of ________
M. Notice of Award (NOA)

DATE

NOTICE OF AWARD

______________________________
______________________________
______________________________
______________________________

Dear ____________________;

Please be informed that, upon the recommendation of the Bids and Awards Committee in its Resolution No. _______ S. _____, the Contract for the ________________under PRAS No. _______________________ covering the services of a ________________ with particulars as provided in the table below, has been awarded to you:

<table>
<thead>
<tr>
<th>Monthly Compensation</th>
<th>Total Contract Amount</th>
<th>Contract Period</th>
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<tbody>
<tr>
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</table>

Kindly signify your confirmation and/or acceptance of the award and its terms, as above-detailed, by affixing your signature on the space provided below and returning a signed conformed copy of this notice within two (2) days from receipt hereof.

Please give this matter your preferential attention.

Very truly yours,

CONFORME:

______________________________
(Signature over Printed Name)

____________________
DATE RECEIVED
N. Notice to Proceed (NTP)

DATE

NOTICE TO PROCEED

______________________________
______________________________
______________________________
______________________________

Dear __________________:

In view of the execution of the attached Consultancy Contract (__________________) by and between you and the Department of Agriculture - Philippine Rural Development Project (DA-PRDP), please be directed to immediately report for work and/or commence rendering services within three (3) working days from hereof for and under the PRDP-National Project Coordination Office in accordance with the terms of the said contract.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the PRDP Administrative Unit.

Truly yours,

Received by: _________________________
(Signature over Printed Name)

Date: ______________
### O. Template for Posting of Contract Awards

**Philippine Rural Development Project (PRDP)**
**National project Coordination Office (NPCO)**

Procurement of goods, non-consulting services and selection of consulting services
(Support to Project Implementation)

**Contract Awards for the 1st Quarter of CY 2018**

<table>
<thead>
<tr>
<th>Name of Contract/ General Description</th>
<th>Advertisement/ Posting Date</th>
<th>Name of Participating Suppliers/ Bidders</th>
<th>Awarded Supplier/ Service Provider/ Consultant</th>
<th>Estimated Cost/ Value</th>
<th>Contract/ Awarded Amount</th>
<th>Procurement/ Selection Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOODS (CAPITAL OUTLAY)</td>
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<tr>
<td>IT Equipment</td>
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<tr>
<td>Furniture and Fixtures</td>
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<td>Transportation Equipment/ Motor Vehicle</td>
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<tr>
<td>GOODS &amp; NON-CONSULTING SERVICES</td>
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<tr>
<td>(Miscellaneous and Other Operating Expense)</td>
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<tr>
<td>CONSULTING SERVICES</td>
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<tr>
<td>PRDP TECHNICAL CONSULTANT AND</td>
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<tr>
<td>CONTRACTED STAFF</td>
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</tr>
</tbody>
</table>

Prepared by: **Procurement Officer**

Reviewed by: **Procurement Unit Head**

Approved by: **Project Director/ Deputy Project Director**
**P. Checklist for payment of Goods and Non-consulting Services**

**Philippine Rural Development Project (PRDP)**
Procurement of goods, non-consulting services and selection of consulting services
(Support to Project Implementation)

**Checklist for payment of goods and non-consulting services**

<table>
<thead>
<tr>
<th>Documentary Requirements</th>
<th>Document Origin</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disbursement Voucher (DV)</td>
<td>End-user</td>
<td></td>
</tr>
<tr>
<td>Inspection and Acceptance Report/ Certificate of Services Rendered</td>
<td>End-user</td>
<td>As applicable</td>
</tr>
<tr>
<td>Delivery Receipt(s)/ Sales Invoice/ Statement of Account/ Billing Statement</td>
<td>Supplier</td>
<td></td>
</tr>
<tr>
<td>Purchase Order/ Work Order/ Contract</td>
<td>Procurement Unit</td>
<td></td>
</tr>
<tr>
<td>Obligation Request</td>
<td>End-user</td>
<td></td>
</tr>
<tr>
<td>BAC Resolution recommending award of contract</td>
<td>BAC Secretariat</td>
<td></td>
</tr>
<tr>
<td>TWG Evaluation Report</td>
<td>TWG</td>
<td></td>
</tr>
<tr>
<td>Abstract of Bids</td>
<td>BAC Secretariat</td>
<td></td>
</tr>
<tr>
<td>Bidders’ Quotations/ Proposals</td>
<td>Supplier</td>
<td></td>
</tr>
<tr>
<td>PhilGEPS Posting of RFQ</td>
<td>BAC Secretariat</td>
<td>As applicable</td>
</tr>
<tr>
<td>Request for Quotation (RFQ)/ Invitation to Quote (ITQ)</td>
<td>BAC Secretariat</td>
<td></td>
</tr>
<tr>
<td>Procurement Request Action Slip (PRAS)</td>
<td>End-user</td>
<td></td>
</tr>
<tr>
<td>Such other documents attached to the contract and/or to the mode of procurement and considered necessary for claims of payment:</td>
<td>End-user</td>
<td>As applicable</td>
</tr>
<tr>
<td>- Activity Proposal</td>
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<tr>
<td>- Authority to conduct</td>
<td></td>
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<tr>
<td>- Terms of Reference (TOR)</td>
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<tr>
<td>- Distribution List</td>
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<tr>
<td>- Others</td>
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</tbody>
</table>
Q. Checklist for payment of Consulting Services

**Philippine Rural Development Project (PRDP)**
Procurement of goods, non-consulting services and selection of consulting services
(Support to Project Implementation)

**Checklist for payment of consulting services**

<table>
<thead>
<tr>
<th>Documentary Requirements</th>
<th>Document Origin</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disbursement Voucher (DV)</td>
<td>End-user</td>
<td></td>
</tr>
<tr>
<td>Certificate of Services Rendered/ Acceptance</td>
<td>End-user</td>
<td>As applicable</td>
</tr>
<tr>
<td>Request for Payment/ Billing Statement</td>
<td>Consultant</td>
<td></td>
</tr>
<tr>
<td>Output/ Accomplishment Report</td>
<td>Consultant</td>
<td></td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>Procurement Unit</td>
<td></td>
</tr>
<tr>
<td>Contract</td>
<td>Procurement Unit</td>
<td></td>
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<tr>
<td>Obligation Request and Certificate of Availability of Funds</td>
<td>End-user</td>
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</tr>
<tr>
<td>Notice of Award (NOA)</td>
<td>Procurement Unit</td>
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</tr>
<tr>
<td>BAC Resolution recommending award of contract</td>
<td>BAC Secretariat</td>
<td></td>
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<tr>
<td>World Bank No Objection Letter (NOL)</td>
<td>World Bank</td>
<td>As applicable</td>
</tr>
<tr>
<td>Notices of Invitation(s)</td>
<td>BAC</td>
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<tr>
<td>Minutes of Meetings and Contract Negotiation</td>
<td>BAC Secretariat</td>
<td>As applicable</td>
</tr>
<tr>
<td>TWG Evaluation Report (Technical and Financial)</td>
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<tr>
<td>Bidders’ Proposals (Technical and Financial)</td>
<td>Consultants</td>
<td>As applicable</td>
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<td>Request for Proposal (RFP)</td>
<td>BAC Secretariat</td>
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</tr>
<tr>
<td>Matrix of Expression of Interest</td>
<td>BAC Secretariat</td>
<td></td>
</tr>
<tr>
<td>Bidders’ Expression of Interest (EOI)</td>
<td>Consultants</td>
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</tr>
<tr>
<td>PhilGEPS Posting of REOI</td>
<td>BAC Secretariat</td>
<td>As applicable</td>
</tr>
<tr>
<td>Request for Expression of Interest (REOI)</td>
<td>BAC Secretariat</td>
<td>As applicable</td>
</tr>
<tr>
<td>Procurement Request Action Slip (PRAS)</td>
<td>End-user</td>
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<td></td>
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<td>As applicable</td>
</tr>
<tr>
<td>- Evaluation Criteria</td>
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<tr>
<td>- Authority to Hire</td>
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<tr>
<td>- Others</td>
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</tbody>
</table>