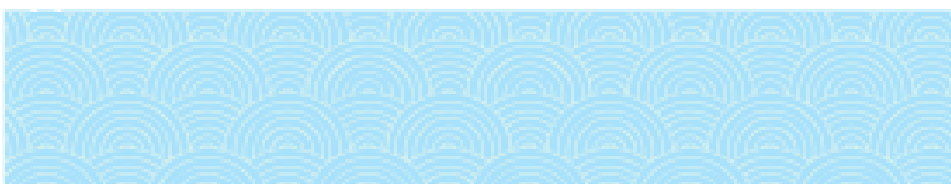
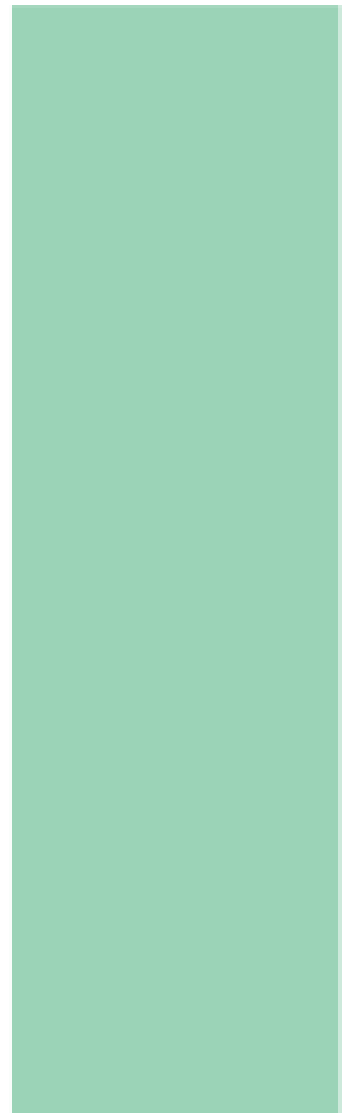




# PHILIPPINE RURAL DEVELOPMENT PROJECT

Procurement Guidelines

**Cross Reference Manual  
Second Additional Financing  
and EU Co-Financing Grant**



## Table of Contents

<b>GLOSSARY</b>	<b>3</b>
<b>I. INTRODUCTION</b>	<b>8</b>
<i>Purpose</i>	8
<i>General Considerations</i>	8
<i>Applicability of Guidelines</i>	9
<i>Eligibility</i>	12
<i>Joint Ventures</i>	14
<i>Associations between Consultants</i>	14
<i>Bank Review, Assistance, and Monitoring</i>	15
<i>Mis-procurement</i>	15
<i>Fraud and Corruption</i>	16
<i>Procurement Plan</i>	18
<b>II. METHODS OF PROCUREMENT OF GOODS, WORKS, AND NON-CONSULTING SERVICES AND THE SELECTION OF CONSULTING SERVICES</b>	<b>19</b>
<i>Introduction</i>	19
<i>Legal Basis</i>	19
<i>Procurement</i>	20
1. General	21
2. <i>Approved Selection Methods for Goods, Works and Non-consulting Services:</i>	21
3. <i>Approved Selection Methods for the Procurement of Consulting Services:</i>	24
<b>III. MODULAR PROCUREMENT GUIDELINES</b>	<b>24</b>
<i>Cross Reference Guidelines</i>	24
<i>Module 1: Guidelines for the Procurement of Infrastructure Subprojects</i>	25
<i>Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting Services for I-REAP Subprojects (I-REAP Component)</i>	26
<i>Module 3: Guidelines for the Procurement of Goods, non-consulting services and the Selection of consulting services (Support to Project Implementation)</i>	26
<b>IV. SPECIFIC FUNCTIONS OF PROCURING ENTITIES</b>	<b>27</b>
	1

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<b>V. PRIOR REVIEW AND THRESHOLDS</b>	<b>29</b>
<i>Table 1. Method, Thresholds and Prior Review of World Bank</i>	30
<i>Table 2. Delegated Prior Review Threshold of PSOs for IBUILD Subprojects</i>	32
<i>Table 3. Delegated Prior Review Threshold for I-REAP Subprojects</i>	32
<b>VI. REVIEW BY THE BANK OF PROCUREMENT DECISIONS AND PUBLICATION OF AWARDS OF CONTRACT</b>	<b>32</b>
<i>Scheduling of Procurement</i>	32
<i>Prior Review</i>	33
<i>Modifications of the Signed Contract</i>	35
<i>Translations</i>	35
<i>Post Review</i>	35
<i>Change from Post Review to Prior Review</i>	36
<i>Publication of the Award of Contract</i>	36
<i>Due Diligence concerning the Bank’s Sanctions Policies and Procedures</i>	37
<b>VII. GUIDANCE TO BIDDERS</b>	<b>37</b>
<i>Responsibility for Procurement</i>	37
<i>Bank’s Role</i>	38
<i>Information on Bidding</i>	38
<i>Bidder’s Role</i>	38
<i>Confidentiality</i>	39
<i>Action by the Bank</i>	39
<i>Debriefing by the Bank</i>	40
<b>VIII. RELEVANT PROCUREMENT DOCUMENTS AND FORMS</b>	<b>40</b>
<b>IX. ANNEXES</b>	<b>40</b>
<i>Annex 1. Guidelines on the Conduct of Joint Bid Evaluation Report (BER) Review</i>	40
<i>Annex 2. Guidelines on the Conduct of Post Procurement Review</i>	42
<i>Annex 3. Guidelines on the Blacklisting of Firms (Manufacturers, Suppliers, Distributors, Contractors, and Consultants)</i>	45

## GLOSSARY

The following terms shall be interpreted as indicated:

**Bid** – a signed offer or proposal to undertake a contract submitted by a proponent in response to and in consonance with the requirements of the Bidding Documents. For purposes of, and throughout this manual, the term “Bid” shall be equivalent to and be used interchangeably with “Proposal” and “Tender”. It is also defined as an offer, by a firm or joint venture, in response to a Request for Bids, to provide the required Goods, Works or Non-consulting Services.

**Bidder** – refers to an eligible bidder (i.e. contractor, manufacturer and supplier) competing for the award of a contract in any procurement done by PRDP. It is a firm or joint venture that submits a Bid for Goods, Works, or Non-consulting Services in response to a Request for Bids.

**Bidding Documents** – the documents issued by the procuring entity as the basis for bids, furnishing all information necessary for a prospective proponent to prepare a bid for the goods, works, and non-consulting services required by the procuring entity.

**Bids and Awards Committee (BAC)** – the Bids and Awards Committee is responsible for bidding, evaluation, and awarding processing within the procurement implementation.

**Consultant** - is an individual or firm providing consulting services.

**Consulting services** – refers to services of a professional nature provided by consultants using their skills to study, design, organize, and manage projects; advise Borrowers; and when required, build their capacity. This includes Specialists/Consultants services needed at the National Project Coordination Office (NPCO), Project Support Offices (PSOs), and Regional Project Coordination Offices (RPCOs).

**Enterprise** – are the subprojects that will be funded by the PRDP Enterprise Development (I-REAP) component. It is the business venture that will be undertaken by the proponent or cluster of proponents (e.g., cooperatives, producer groups, small and medium processors, consolidators, exporters, etc.) drawn from the Provincial Commodity Investment Plan (PCIP).

**Enterprise Project Fund (EPF)** - refers to the I-REAP project fund consisting of the loan proceeds, the Government of the Philippines (GOP) counterpart, and the Proponent Group (PG) counterpart. This fund is intended to finance the goods, livelihood component and operating fund, among others, required by the proposed enterprises along a priority

commodity value chain.

**Goods** – includes vehicles, office and information technology equipment, office furniture, software, IEC materials, GPS enabled phones, tools, devices, which may be needed in the implementation of PRDP or in the pursuit of any Project undertaking, project or activity. It includes general support services like commissioning, hauling, installations of supplied equipment. It is also defined as a category of procurement that includes: commodities, raw material, machinery, equipment, vehicles, plant, and related services such as transportation, insurance, installation, commissioning, training, and initial maintenance.

**Implementation Management Agreement (IMA)** – an agreement among PSO, RPCO and LGU that spells out the implementation arrangements for all I-REAP and Infrastructure Development (I-BUILD) component sub-projects within a given period including the schedule of fund releases and liquidations.

**Infrastructure Subprojects** – include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of subprojects under the I-BUILD component and for I-REAP subprojects with civil works component. For purposes of, and throughout this report and in the procurement guidelines, the term “Infrastructure subprojects” shall have the same meaning as, and shall be used interchangeably with, “civil works” or “works”.

**Memorandum of Agreement (MOA)** – an agreement between the DA and the LGU defining the general roles and responsibilities to establish a general engagement relative to the overall project implementation. The MOA is the main document encompassing all PRDP components.

**Non-consulting Services** - Services that are not Consulting Services. Non-consulting Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include drilling, aerial photography, satellite imagery, mapping, and similar operations.

**Procurement** – the process of the acquisition of goods, non-consulting services, infrastructure subprojects, and consulting services by the Project in accordance with the provisions of the PRDP Manual and World Bank Guidelines.

**Procurement documents** - A generic term used in these Procurement guidelines to cover all Procurement Documents issued by the Borrower. It includes GPN, SPN, REOI, prequalification document, initial selection document, request for bids document, request for proposal documents, forms of contracts, and any addenda.

**Procuring Entity** – refers to the agency responsible for the procurement of works, goods,

non-consulting services, and consulting services.

**Procurement Process** - The process that starts with the identification of a need and continues through planning, preparation of specifications/requirements, budget considerations, selection, contract award, and contract management. It ends on the last day of the warranty period.

**Project** – pertains to the Philippine Rural Development Project (PRDP).

**Proponent Group (PG)** – refers mainly to producer groups engaged in the proposed enterprise that have a legal personality. The PG could also be cooperatives, NGOs, small and medium processors, consolidators, exporters, and other stakeholders in the value chain or in the Global Environment Objective.

**Provincial Commodity Investment Plan (PCIP)** - a strategic plan that rationalizes the interventions within the various segments of the value chain of commodities that are of significance to the province and that will contribute to the national goals of agriculture and fishery sector. It is a 3-year rolling consensus plan between the DA and PLGU based on the value chain analysis of these commodities conducted with strong participation of the various stakeholders. The PCIP will be the basis in identifying possible enterprises in which a province decides to make a package of investments that the DA will provide assistance, with an adequate counterpart from the provincial, municipal or city LGU.

**Request for Bids (RFB)** – request for bids as a selection method of procurement and shall also be equivalent to procurement methods such as National Competitive Bidding with National Market Approach or International Competitive Bidding with International Market approach

**Request for proposals (RFP)** - Is a document that provides information relating to the assignment and instructions on what the expects of consultants who accept the invitation to submit their proposals

**Subprojects** – refer to the interventions to be funded by the PRDP, which have been prioritized in the Provincial Commodity Investment Plans (PCIPs), and developed using the Regional Agricultural and Fisheries Modernization Plans (AFMPs). These include infrastructure subprojects under I-BUILD and livelihood and enterprise subprojects under the I-REAP.

## **Abbreviations and Acronyms**

<b>BAC</b>	- Bids and Awards Committee
<b>BDS</b>	- Bid Data Sheet
<b>DDP</b>	- Delivered Duty Paid
<b>DP</b>	- Development partners
<b>EA</b>	- Executing Agency
<b>EOI</b>	- Expression of Interest
<b>EPC</b>	- Estimated Project Cost
<b>FBS</b>	- Fixed Budget Selection
<b>IA</b>	- Implementing Agency
<b>IBRD</b>	- International Bank for Reconstruction and Development (World Bank)
<b>I-BUILD</b>	- Intensified Building Up of Infrastructure and Logistics for Development
<b>ICB</b>	- International Competitive Bidding
<b>IDA</b>	- International Development Association
<b>I-REAP</b>	- Investments for Rural Enterprise and Agricultural and Fisheries Productivity
<b>I-SUPPORT</b>	- Implementation Support to operations of PRDP
<b>LGU</b>	- Local Government Unit
<b>NCB</b>	- National Competitive Bidding
<b>NPCO</b>	- National Project Coordinating Office

<b>NOL1</b>	- No Objection Letter No. 1
<b>NOL2</b>	- No Objection Letter No. 2
<b>PAD</b>	- Project Appraisal Document
<b>PG</b>	- Proponent Group
<b>PSO</b>	- Project Support Office
<b>PPR</b>	- Procurement Post Review
<b>QCBS</b>	- Quality and Cost-Based Selection
<b>CQS</b>	- Consultants Qualification Selection
<b>RFB</b>	- Request for Bids
<b>RFP</b>	- Request for Proposals
<b>RFQ</b>	- Request for Quotation
<b>RPAB</b>	- Regional Project Advisory Board
<b>RPCO</b>	- Regional Project Coordination Office
<b>SBDs</b>	Standard Bidding Documents
<b>SCC</b>	- Special Conditions of Contract
<b>UNDB</b>	- United Nations Development Business





## **I. INTRODUCTION**

### **Purpose**

1.1 The purpose of the guideline 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 procedures that govern the procurement of goods, works, and non-consulting services and for selecting contracting, and monitoring consultants required for the Philippine Rural Development Project (PRDP) Second Additional Financing AF2 and EU co-financing. This document is intended to guide the procurement officials directly involved in the procurement activities which provides the essential information and brief step-by-step procedures for procurement of goods, works, and services. It also intends to help in understanding the procurement processes and to achieve uniformity in procurement processes followed under the Project. However, the rights and obligations of the purchaser and the contractor of goods and works will be governed by the tender bid documents and by the contracts signed by the purchaser with the contractor and not by the guidelines stated in this document.

### **General Considerations**

1.2. The Bank is required by its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.” In accordance with this requirement, and other applicable Bank rules, the Bank has adopted the World Bank New Procurement Regulations for IPF Borrower’s after July 1, 2016, revised on November 2017, August 2018 and November 2020; and governing the procurement of Goods, Works, Non- consulting Services, and Consulting Services for IPF operations to be financed in whole, or in part, by the Bank. The following Bank’s Core Procurement Principles generally guide Bank decisions under these Procurement Regulations: value for money, economy, integrity, fit for purpose, efficiency, transparency and fairness.

1.3. The responsibility for the implementation of the Project, and therefore for the selection of consultants, award and administration of contracts under the project, rests with the Government of the Philippines through the Department of Agriculture and the partner LGUs and Proponent Groups

1.4. Open competition is the basis for efficient public procurement. Borrowers shall select the most appropriate method for the specific procurement. In most cases, the Bank requires its Borrowers (including the beneficiaries of the Bank’s loan) to obtain goods, works, and non-consulting services open to eligible suppliers, service providers, and contractors.

### **Applicability of Guidelines**

1.6. The Legal Agreement governs the legal relationship between the Borrower and the Bank. The Procurement Regulations are applicable to the procurement of Goods, Works, Non-consulting Services and Consulting Services in IPF operations, as provided for in the Legal Agreement. The rights and obligations of the Borrower and the providers of Goods, Works, Non-consulting Services and Consulting Services for IPF operations are governed by the relevant request for bids/request for proposals document and by the contracts signed by the Borrower and the providers of Goods, Works, Non-consulting Services, and Consulting Services, and not by these Procurement Regulations or the Legal Agreement. No party other than the parties to the Legal Agreement shall derive any rights from, or have any claim to, financing proceeds.

1.7. The principles, rules, and procedures outlined in these Guidelines apply to all contracts for goods, works and non-consulting services financed in whole or in part from Bank loans. For the procurement of contracts for goods, works and non-consulting services not financed in whole or in part from a Bank loan, but included in the project scope of the loan agreement, the Borrower (including beneficiaries of the Bank's loan) may adopt other rules and procedures.

1.8. The procurement guidelines for the procurement of infrastructure subprojects can be found at Module 1: Guidelines for the Procurement of Infrastructure Subprojects under PRDP Second Additional Financing and EU co-financing.

1.9. The procurement guidelines for the procurement of I-REAP subprojects can be found at Module 2: Guidelines for the Procurement of I-REAP Subprojects under PRDP Second Additional Financing and EU co-financing.

1.10. The procurement guidelines for the procurement of goods and non-consulting services and selection of consulting services can be found at the Module 3: Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation) under PRDP Second Additional Financing and EU co-financing.

1.11. The consulting services to which these guidelines apply are of an intellectual and advisory nature.

1.12. Likewise, the principles, rules, and procedures outlined in these guidelines also apply to all contracts for consulting services financed in whole or part from Bank Loan. In procuring consulting services not financed from such sources but included in the project scope of the loan agreement, the Borrower may adopt other rules and procedures. In such cases, the

Bank shall satisfy itself that: (a) the procedures to be used will fulfill the Borrower's obligations to diligently and efficiently implement the project, and will result in the selection of consultants who have the required qualifications; (b) the selected consultant will carry out the assignment in accordance with the agreed schedule; and (c) the scope of the services is consistent with the needs of the project. However, this is only a guideline document, and the procurement of all Goods, Works, non-consultancy services and Services under PRDP will be carried out in accordance with the following:

(a) World Bank's New Procurement Regulations for Investment Project Financing Borrower's after July 1, 2016, revised on November 2017, August 2018 and November 2020; and

(b) the provisions stipulated in the Legal Agreement. The project will be subject to the World Bank's Anti-corruption Policy Guideline (October 15, 2006 and revised January 2011) and the agreed procedures described in the Legal Agreements.

In event of any discrepancies, the World Bank Guidelines as stated above will supersede the Procurement Guidelines.

### **Conflict of Interest**

1.13 The Bank requires that firms or individuals involved in Bank IPF procurement shall not have a conflict of interest.

### **Goods, Works, and Non-consulting Services**

1.14 A firm shall be considered to have a conflict of interest if the firm:

(a). is providing Goods, Works, or Non-consulting Services resulting from, or directly related to, Consulting Services that it provided for the preparation or implementation of a project, or where such services were provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and built contract;

(b). including its personnel, has a close business or family relationship with a professional staff of the Borrower, or of the project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the Borrower who:

- i. is directly or indirectly involved in the preparation of the Procurement Documents or contract specifications, and/or the evaluation process of such contract;
- ii. would be involved in the execution or supervision of such contract, unless the conflict stemming from such relationship has been resolved in a manner

acceptable to the Bank throughout the procurement process and execution of the contract; or

(c). does not comply with any other conflict of interest situation as specified in the SPDs relevant to the specific procurement process.

### **Consulting Services**

1.15 The Bank requires that Consultants:

- (a) provide professional, objective and impartial advice;
- (b) at all times hold the Borrower's interests paramount, without any consideration of future work; and
- (c) in providing advice they avoid conflicts with other assignments and their own corporate interests.

1.16 Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interests of the Borrower. Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below:

(a) a firm that has been engaged by the Borrower to provide Goods, Works, or Non-consulting Services for a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), shall be disqualified from providing Consulting Services resulting from, or directly related to, those Goods, Works, or Non-consulting Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract;

(b). a firm that has been engaged by the Borrower to provide Consulting Services for the preparation or implementation of a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consulting firm), shall be disqualified from subsequently providing Goods, Works, or Non-consulting Services resulting from, or directly related to those Consulting Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract; (c). neither a Consultant (including personnel and sub-consultants), nor an affiliate (that directly or indirectly controls, is controlled by, or is under common control with that Consultant), shall be hired for any assignment that, by its nature, creates a conflict of interest with another assignment of the Consultant;

(d). Consultants (including their experts and other personnel, and sub-consultants), that have a close business or family relationship with a professional staff of the Borrower, or of the

project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the Borrower, that is directly or indirectly involved in any part of:

- i. the preparation of the TOR for the assignment;
- ii. the selection process for the contract; or
- iii. the 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.

### **Eligibility**

1.17. To foster competition, the Bank permits firms and individuals from all countries to offer goods, works, and non-consulting services for Bank-financed projects. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question. Likewise, the Bank permits consultants (firms and individuals) from all countries to offer consulting services for Bank-financed projects. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question.

1.18. In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny participation in a short-listing or selection process or award to a consultant for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under the World Bank Consultant's Guidelines.

1.19. As an exception:

(a.) Consultants may be excluded if: (i) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with the consultant's country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the procurement of the consulting services required; 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 payments to any country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

(b.) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not

dependent agencies of the Borrower or Sub-Borrower.

(c.) As an exception to (b.), when the services of government-owned universities or research centers or other institutions in the Borrower's country are of unique and exceptional nature including because of the absence of a suitable private sector alternative, and their participation is critical to project implementation, the Bank may agree on the hiring of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes can be contracted individually under Bank financing.

(d.) Government officials and civil servants of the Borrower's country may only be hired under consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a consulting firm, provided that such hiring does not conflict with any employment or other laws or regulations, or policies of the Borrower's country and if they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the agency they were working for before going on leave of absence without pay, resigning, or retiring; and (iii) their hiring would not create a conflict of interest.

(e.) A firm or an individual sanctioned by the Bank in accordance with the World Bank Group anti-corruption policies and sanctions procedures shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during such period of time as the Bank shall determine.

1.20. In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower (including beneficiaries of the Bank's loan) to deny participation in a procurement process or award to a firm for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations.

1.21. As exceptions:

(a) Firms of a country or goods manufactured in a country may be excluded if, (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods, works, and non-consulting services required, 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 import of goods from, or payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

(b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.

(c) A firm sanctioned by the Bank in accordance with the World Bank Group Anti-Corruption policies and sanctions procedures, shall be ineligible to be awarded a Bank-financed contract or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

### **Joint Ventures**

1.22 Any such firm may bid independently or in joint ventures either with domestic firms and/or with foreign firms. A joint venture maybe for the long term (independent of any particular bid) or for a specific bid. The joint venture shall appoint one of the firms to represent it, and all its members shall sign the contract and be jointly and severally liable for the entire contract. The Project does not accept conditions of bidding or contracting which require mandatory joint ventures or other forms of mandatory association between firms. The joint Venture requirement should follow the requirement in the bidding document.

### **Associations between Consultants**

1.23 Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices. Such an association maybe for the long term (independent of any particular assignment) or for a specific assignment. If the Borrower employs an association in the form of a joint venture, the association shall appoint one of the firms to represent the association; all members of the joint venture, or their representative with a power of attorney, shall sign the contract. All members of the joint venture shall be jointly and severally liable for the entire assignment. Once the shortlist is finalized, and Requests for Proposals (RFP) are issued, any association in the form of a joint venture or sub-consultancy among short-listed firms shall be permissible only with the approval of the Borrower. Borrowers shall not require consultants to form associations with any specific firm or group of firms or include any particular individual in their proposals but may encourage association with qualified national firms.



### **Bank Review, Assistance, and Monitoring**

1.24 The Bank reviews the Borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts within their prior review threshold to ensure that the procurement process is carried out with the agreed procedures. The Procurement Plan approved by the Bank shall specify the extent to which these review procedures shall apply in respect of the different categories of goods, works, and non-consulting services to be financed, in whole or in part, from the Bank Loan.

1.25 The Bank reviews the Borrower's hiring of consultants to satisfy itself that the selection process is carried out in accordance with the provisions of these Guidelines.

1.27 The Borrower is responsible for supervising the consultants' performance and ensuring that they carry out the assignment in accordance with the contract. Without assuming the responsibilities of the Borrower or the consultants, Bank staff shall monitor the quality of the consultants' work as necessary to satisfy themselves that it is being carried out according to appropriate standards and is based on reliable data. As appropriate, the Bank may take part in discussions between the Borrower and consultants and, if necessary, may help the Borrower in addressing issues related to the assignment. If a significant portion of the assignment is being carried out in the consultants' home offices, the Bank may, with the Borrower's agreement, visit these offices to review the consultants' work.

### **Mis-procurement**

1.28 The Bank does not finance expenditures under a contract for goods, works, or non-consulting services if the Bank concludes that such contract: (a.) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the approved Procurement Plan to which the Bank provided no objection; (b.) could not be awarded to the bidder otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, the successful bid being no longer available, or the wrongful rejection of any bid; or (c.) involves the engagement of a representative of the Borrower, or a recipient of any part of the Loan proceeds, in fraud and corruption. In such cases, whether under prior or post review, the Bank will declare mis-procurement, and it is the Bank's policy to cancel that portion of the loan allocated to the goods, works, or non-consulting services that have been mis-procured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare mis-procurement and apply in full its policies and remedies regardless of whether the loan has closed or not if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions

of the contract had been substantially modified without the Bank's no objection.

1.29 The Bank does not finance expenditures under a contract for consulting services if the Bank concludes that such contract: (a.) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan to which the Bank provided no objection; (b.) could not be awarded to the consultant otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, or the successful proposal is no longer available, or the wrongful rejection of any proposal; or (c.) involves the engagement of a representative of the Borrower, or a recipient of any part of the proceeds of the Loan, in fraud and corruption. In such cases, whether under prior or post review, the Bank will declare mis-procurement, and it is the Bank's policy to cancel that portion of the loan allocated to the services that have been mis-procured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare mis-procurement and apply in full its policies and remedies regardless of whether the loan has closed or not if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or that the terms and conditions of the contract had been substantially modified without the Bank's no objection.

### **Fraud and Corruption**

1.30 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and selection and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

- (a.) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence

improperly the actions of a party;

(v) “obstructive practice” is;

(aa.) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (bb.) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

(b.) will reject a proposal for award if it determines that the bidder or consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, has directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c.) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d.) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

(e.) will require that a clause be included in bidding documents or the RFP and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

1.31 With the specific agreement of the Bank, a Borrower may introduce, into bid forms for contracts financed by the Bank, an undertaking of the bidder to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the bidding documents. The Bank will accept the introduction of such undertaking at the request of the Borrowing country, provided the arrangements governing such undertaking are satisfactory to the Bank.

### **Disqualification of Firms**

1.32 The Bank may disqualify a firm from being awarded a contract, financed in whole and in part by the Bank, for a period of two years if the firm has been determined to be non-compliance with its contractual obligations. The determination of non-compliance that be made in accordance with the procedure in the applicable standard bid documents.

### **Procurement Plan<sup>1</sup>**

1.33 The preparation of a realistic procurement plan for a project is critical for its successful monitoring and implementation. As part of the project preparation, the Borrower shall prepare a preliminary procurement plan, however tentative, for the entire scope of the project. At a minimum, the Borrower shall prepare a detailed and comprehensive procurement plan including all contracts for which procurement action is to take place in the first eighteen (18) months of project implementation. An agreement with the Bank shall be reached at the latest during loan negotiations. The Borrower shall update procurement plans throughout the duration of the project at least annually by including contracts previously awarded and to be procured in the next twelve (12) months. The procurement plan schedule should be entered into the Bank's **STEP (Systematic Tracking and Exchanges in Procurement)** of which The Bank reviews the submitted procurement plans and accords no objection. IREAP subprojects are submitted as part of procurable subproject by PRDP. These subprojects are composed of procurement packages that will be procured by the Proponent Group (PG) and in exceptional cases by the Regional Project Coordination Office (RPCO). Procurement packages that will be procured by the RPCO shall be uploaded in the **STEP**. Actual procurement will not proceed without this activity. Other packages under PG procurement will be submitted to the Bank offline as part of the Procurement Plan of the Project. All procurement plans and their updates or modifications shall be subject to the Bank's prior review and no objection before implementation, except for adjustments within the threshold of shopping or within the threshold recommended and approved by the Bank. After loan negotiations, the Bank shall arrange the publication on its external website of the

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<sup>1</sup> Serves as a guide document in procurement and contract implementation, as well as a vital reference in procurement monitoring. It also serves as an important tool in resource and financial management, enabling the Project to optimize the utilization of scarce resources.

agreed initial procurement plan and all subsequent updates once it has provided a “no objection letter”.

Project implementation for which procurement action is to take place during the period, the proposed methods of procurement as permitted under the Loan Agreement, the World Bank review requirement and thresholds; and the time schedule for key procurement activities.

Procurement planning<sup>2</sup> shall be carried out in accordance with the Work and Financial Plan, reflecting the project priorities and objectives for the budget period. This is in consideration of the scope of procurement per Procuring Entity.

### **Revision and Updating of the procurement plan**

1.34 The procurement plan is a dynamic document and can be modified to include or drop any procurements, subject to the approval of the Bank. The procurement plan shall be revised/updated, as required, to reflect the actual project implementation needs, and requirements. Each of the Implementing Agencies (IA) should update the procurement plan at least annually or as needed throughout the duration of the project. The IA should obtain the concurrence from the World Bank for updated PP after obtaining internal approvals of PRDP. Only those activities that are included in the procurement plan would be eligible for disbursement.

## **II. METHODS OF PROCUREMENT OF GOODS, WORKS, AND NON-CONSULTING SERVICES AND THE SELECTION OF CONSULTING SERVICES**

### **Introduction**

2.1 The methods of the procurement of goods, works, and non-consulting services and the Selection of Consulting Services under PRDP Second Additional Financing and EU Co-financing are discussed in detail in the modular guidelines, as follows:

- (a.) Module 1: Guidelines for the Procurement of Infrastructure Subprojects;
- (b.) Module 2: Guidelines for the Procurement of Goods, Works, and Non-consulting Services for I-REAP Subprojects (I-REAP Component); and
- (c.) Module 3: Guidelines for the Procurement of Goods, non-consulting services, and selection of consulting services (Support to Project Implementation).

### **Legal Basis**

The provisions and procedures in this guideline are based on the following:

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<sup>2</sup> Well-planned procurement will minimize the practice of taking shortcuts and ensure that the project is able to purchase its requirements correctly and effectively.

1. Section 4.2 of the Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR), cited as follows:

*“Any treaty or International or Executive Agreement to which the GoP is a signatory affecting the subject matter of the Act and this IRR shall be observed. In case of conflict between the terms of the Treaty or International or Executive Agreement and this IRR, the former<sup>3</sup> shall prevail”.*

## 2. PRDP Loan and Grant Agreement

Prior to making an Infrastructure Development Grant or an Enterprise Development Grant to a Participating LGU/Proponent Group, the Borrower/Recipient shall:

(a) ensure that each Participating LGU/PG has the organization, management and resources satisfactory to the Bank/ for carrying out the proposed Subprojects; and

(b) enter into an agreement (“Implementation Management Agreement”) between the Borrower, through DA, and each Participating LGU and PG, under terms and conditions acceptable to the Bank,, and which also include the following: (i) the implementation responsibilities of the DA and the Participating LGU and PG in the implementation of the infrastructure and enterprise subprojects respectively; (ii) the specification of eligible expenditures that may be financed from proceeds of the Grant; (iii) financial management and audit procedures consistent with those provisions set out in the Operations Manuals; (iv) procurement procedures consistent with the Loan/Grant Agreement; (v) monitoring and reporting arrangements; and (vi) arrangement for the implementation of the ESSF.

3. Final PRDP Project Appraisal Document; and

4. World Bank New Procurement Regulations for IPF Borrowers governing the procurement of Goods, Works, Non-consulting Services, and Consulting Services for IPF operations to be financed in whole, or in part, by the Bank.

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<sup>3</sup> Refers to the Treaty, International or Executive Agreement e.g. Loan/Grant Agreement

## **Procurement<sup>4</sup>**

With the new World Bank's New Procurement Regulations for Investment Project Financing Borrower's after July 1, 2016, revised on November 2017, August 2018 and November 2020 the following terminologies are applicable to the PRDP Second Additional Financing (AF2)

- a. International Competitive bidding is equivalent to *Request for Bids with International Market Approach*
- b. National Competitive bidding is equivalent to *Request for Bids with National Market Approach*
- c. Shopping is equivalent to *Request for Quotation*
- d. Direct Contracting is equivalent to *Direct Selection*
- e. Community Participation is equivalent to *Community- Driven Development*

### **1. General**

- a. *Approved Selection Methods for Goods, Works and Non-consulting Services.* All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to the World Bank New Procurement Regulations, as provided in the Loan Agreement
- b. *Consultants' Services.* All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to Sections I and IV of the Consultant Guidelines and with the provisions of this Section and in the Procurement regulations as provided in the Loan Agreement.
- c. *Definitions.* The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Section VI of the Procurement Regulations for Goods, Works and Non-consulting Services and Section VII for the Consulting Services, as the case may be.

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<sup>4</sup> The detailed discussions on the policies and procedures (i) for procurement of infrastructure subprojects are discussed in Module 1 (*Guidelines for the Procurement of Infrastructure Subprojects*); (ii) for the procurement of enterprise subprojects in Module 2 (*Guidelines for the Procurement of Goods, Works and Non-consulting services for I-REAP Subprojects*); and (iii) for the procurement of goods, non-consulting services and selection of consulting services in Module 3 (*Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation)*)

**2. *Approved Selection Methods for Goods, Works and Non-consulting Services:***

- a. International Competitive Bidding as the default mode of procurement
  
- b. Other methods of Procurement of Goods, Works, and Non-consulting services are the National Competitive Bidding (NCB) subject to the additional provisions set out in paragraph 3 of this Section; Shopping/Request for Quotations; Direct contracting/Direct Selection; Well established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Bank; and Community Participation/Community-Driven Development procedures in accordance with the procedures included in the Operations Guidelines/Manuals, which have been found acceptable to the Bank.
  - b.1 National Procurement Procedures, when approaching the national market, as agreed in the Procurement Plan, the country's own procurement procedures may be used. These procurement procedures shall be consistent with the Bank's Core Procurement Principles and ensure that the Bank's Anti-Corruption Guidelines and Sanctions Framework and contractual remedies set out in its Legal Agreement apply. For national open competitive procurement the following requirement apply:
    - a. Open advertising of the procurement opportunity at the national level;
    - b. the procurement is open to eligible firms from any country;
    - c. The request for bids/request for proposals documents shall require that Bidders/Proposers submitting Bids/Proposals present a signed acceptance at the time of bidding, to be incorporated in any resulting contracts, confirming application of, and compliance with the Bank's Anti-Corruption Guidelines, including without limitation the Bank's right to sanction and the Bank's inspection and audit rights;
    - d. Procurement Documents include provisions, as agreed with the Bank, intended to adequately mitigate against environmental, social (including sexual exploitation and abuse and gender-based violence), health and safety ("ESHS") risks and impacts;
    - e. Contracts with an appropriate allocation of responsibilities, risks, and liabilities;



- f. Publication of contract award information;
- g. Rights for the Bank to review procurement documentation and activities;
- h. An effective complaints mechanism; and
- i. Maintenance of records of the Procurement Process.

#### b.2. Shopping

Shopping is a procurement method based on comparing price quotations obtained from several suppliers (in the case of goods), from several contractors (in the case of civil works), or service providers (in the case of non-consulting services) with a minimum of three, to assure competitive prices, and is an appropriate method for procuring limited quantities of readily available off-the-shelf goods or standard specification commodities of small value, or simple civil works of small value when more competitive methods are not justified on the basis of cost and efficiency. Requests for quotations shall indicate the description and quantity of the goods or specifications of works, as well as desired delivery (or completion) time and place. Quotations may be submitted by letter, facsimile, or by electronic means. The evaluation of quotations shall follow the same principles as of open bidding. The terms of the accepted offer shall be incorporated in a purchase order or brief contract.

#### b.3. Direct Contracting

Direct contracting is contracting without competition (single-source) and maybe an appropriate method under any of the following circumstances stated below. The Borrower shall submit to the Bank 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 firm in all such cases, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

(a) An existing contract for goods, works, and non-consulting services, awarded in accordance with procedures acceptable to the Bank, may be extended for additional goods, works, and non-consulting services of a similar nature. The Bank shall be satisfied in such cases that no advantage

could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract;

(b) standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original Supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to the Bank;

(c) the required equipment is proprietary and obtainable only from one source;

(d) the procurement of certain goods from a particular supplier is essential to achieve the required performance or functional guarantee of equipment or plant or facility;

(e) in exceptional cases, such as, but not limited to, in response to natural disasters and emergency situations declared by the Borrower and recognized by the Bank; and

(f) in circumstances that are in accordance with the provisions of paragraph 3.10 for procurement from UN Agencies.

### **3. Approved Selection Methods for the Procurement of Consulting Services:**

- a. Quality and Cost Based Selection
- b. Fixed Budget Based Selection
- c. Consultant's Qualification Based Selection
- d. Direct Selection equivalent to Single Source Selection
- e. Selection of Individual Consultant

## **III. MODULAR PROCUREMENT GUIDELINES**

3.1 The Procurement Guidelines of PRDP consist of the following: (i) Cross-Reference

Guidelines; (ii) Module 1: Guidelines for the Procurement of Infrastructure Subprojects; (iii) Module 2: Guidelines for the Procurement of Goods, Works, and Non-consulting services for I-REAP Subprojects; and (iv) Module 3: Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation).

The features of the guidelines are herein described:

### **Cross Reference Guidelines**

3.2 The Cross-reference Guidelines defines the Bank's policies and procedures for procurement of goods, works, and non-consulting services and the selection methods of consulting services required for projects that are financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) and executed by the recipient.

3.3 Further, it prescribes the methods of procurement of goods, works, and non-consulting services and the selection methods of consulting services and their legal basis.

3.4 The cross-reference guidelines also provide guidance as to what type of modular guidelines to be used when: (i) the LGU-BAC will procure infrastructure subprojects, (ii) RPCO/PG will procure enterprise development subprojects, and (iii) the DA-PRDP will procure goods, non-consulting services or selection of consulting services under this project.

### **Module 1: Guidelines for the Procurement of Infrastructure Subprojects**

3.5 A modular guidelines prepared solely for the procurement of Infrastructure subprojects. The said guidelines prescribe the following procurement methods to be used by the Local Government Units (LGUs) for the procurement of infrastructure subprojects, namely:

- a) International Competitive Bidding (ICB) (as default mode, however, the Project may not have contracts to bid out under ICB due to relatively small value amounts involved)
- b) Other alternative methods of procurement
  - i. National Competitive Bidding (NCB) for Works) subject to the additional provisions set out in the Loan Agreement.
  - ii. Shopping for works
  - iii. Direct Contracting for works

3.6 The Procuring Entity for the procurement of Infrastructure subprojects must be the Local Government Units (LGUs). However, for infrastructures under an I-REAP subprojects, the Procuring Entity can be the PG or the RPCO and can be handled by their existing Bids and Award Committee (BAC). However, the LGUs and RPCOs may create a Special Bids and Award Committee (SBAC) only for PRDP with the purpose of fast-tracking the evaluation of bids and the submission of the award recommendation. The detailed rules and procedures and the requirements of the above procurement methods are thoroughly discussed in Module 1.

## **Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting Services for I-REAP Subprojects (I-REAP Component)**

3.7 A modular guidelines prepared solely for the procurement of enterprise subprojects. procurement of infrastructure support facilities/works (with exception of the procurement of works through community participation) under I-REAP Component shall follow the rules, methods, and procedures under Module 1.

3.8 This guideline prescribes the following procurement methods for the procurement of goods and non-consulting services under the I-REAP Component as listed below. However, the detailed procedures of the prescribed procurement methods for I-REAP Subprojects are thoroughly discussed in Module 2.

- a) Community Participation through the PG Procurement
  - i. Simplified Public Bidding
  - ii. Shopping
  - iii. Direct Contracting
  - iv. Community Account (CFA)
  - v. Commercial Practices
  - vi. Selection of Individual Consultants
- b. Procurement Methods for RPCO Procurement
  - i. National Competitive Bidding (NCB)
  - ii. Shopping
  - iii. Direct Contracting

3.9 The Procuring Entity for the procurement of subprojects under the I-REAP Component shall be the Proponent Groups through their Bids and Award Committee/Procurement Committees. However, in exceptional cases, the RPCO will conduct procurement for complex and highly technical requirements and is beyond the capacity of the PG.

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

3.10. A modular guidelines prepared solely for the procurement of goods, non-consulting services and selection of consulting services including the hiring of PRPD technical consultants and contracted staff (Support to Project Implementation). The said guideline prescribes the following procurement methods to be used for the procurement of goods and non-consulting services, namely:

- a. International Competitive Bidding/Request for Bids (as default mode, however, the Project may not have contracts to be bid out under ICB due to relatively small amounts involved)
- b. Other alternative methods of procurement;
  - i. National Competitive Bidding/Request for Bids (NCB for goods) subject to the additional provisions set out in the Loan Agreement.
  - ii. Shopping
  - iii. Direct Contracting

3.11 Likewise, for the selection of consulting services, the following are the prescribed methods:

- a. Quality and Cost–Based Selection (QCBS) as the default mode
- b. Fixed Budget Selection (FBS)
- c. Consultants’ Qualifications Selection (CQS)
- d. Single Source Selection (SSS)
  - i. SSS for Firm,
  - ii. SSS for Individual Consultant,
  - iii. SSS for PRDP Technical Consultant and Contracted Staff
- e. Selection of Individual Consultant (SIC)

- i. SIC for Individual Consultant,
- ii. SIC for PRDP Technical Consultant and Contracted Staff

#### **IV. SPECIFIC FUNCTIONS OF PROCURING ENTITIES**

1. A Procurement Unit for **National Program Coordinating Office (NPCO)** requirements shall have the following functions, in addition to assisting the BAC:

- Prepare the annual PRDP Procurement Plan integrating the consolidated Annual Procurement Plans (APPs) of PSOs and the consolidated Regional Annual Procurement Plans (RAPPs) and endorse to World Bank for NOL issuance;
- Responsible for providing technical assistance in the procurement of goods and services for use within the PSO and consulting services for a project-wide use or coverage (e.g. baseline studies, mid-term review/studies, and others);
- Consolidate procurement reports of the PSOs as frequently required;
- Review and issue NOL for proposed subprojects/contracts above and below the thresholds of concerned PSOs and WB;
- Check completeness of requirements and responsiveness of NOL requests and endorse to World Bank for NOL;
- Responsible for preparing a Project-wide procurement report;
- Provide technical assistance on procurement to the PSOs;
- Responsible for ensuring consistency in the procurement procedures and sharing of procurement-related experiences across PSOs and RPCOs;
- Manage and maintain the project wide World Bank Systematic Tracking of Exchanges in Procurement (STEP); and
- Perform other functions as deemed necessary by the Program.

2. **Program Support Office (PSO)** shall have the following functions:

- Oversee the implementation of procurement within the PSO and across RPCOs to ensure compliance to Project procurement policies and guidelines;
- Consolidate the annual RPCOs annual procurement plans (RAPPs) of RPCOs together with the PSO annual procurement plan and submit to NPCO;
- Responsible for procuring goods and consulting services for the PSO and RPCOs;
- Consolidate and analyze procurement reports of the RPCOs; provide feedback to RPCOs for actions to be undertaken;
- Provide technical assistance to RPCOs in all areas of procurement to ensure that the procurement conditions defined in the Loan Agreement and guidelines are complied with;
- Check completeness and responsiveness of requirements of requests for no objection letters (NOLs) and endorsement to **NPCO**;
- As necessary, attend joint procurement reviews with RPCOs and LGUs and recommend appropriate measures based on the findings;
- Manage and maintain the Cluster wide World Bank Systematic Tracking of Exchanges in Procurement (STEP); and

- Perform other functions as deemed necessary by the Program.

**3. Regional Program Coordinating Office (RPCO)** shall have the following functions:

- Oversee the implementation of procurement within the RPCO and participating LGUs within the RFU to ensure compliance to Project procurement policies and guidelines;
- Consolidate and review procurement plans of participating LGUs and ensure that subprojects proposed for procurement are geo-tagged;
- Serve as the Procuring Entity for the procurement packages of the approved IREAP subprojects;
- Review requests for award of contract and issue no objection for procurement conduct by the PG under their threshold;
- Conduct coaching/training for the Proponent Groups;
- Prepare the Regional Annual Procurement Plan (RAPP) integrating the consolidated procurement plans of LGUs;
- Submit to the PSO the consolidated RAPP;
- Provide technical assistance to LGUs, and shall review LGU procurement actions;
- Consolidate and analyze procurement reports of the LGUs; provide feedback to concerned LGUs for actions to be undertaken;
- Contribute to the updating of the Annual Work and Financial Plan for the Project through review and updating of procurement plans and consolidation of procurement reports;
- Attend procurement reviews with PSO and LGUs and recommend appropriate measures based on the findings;
- Perform other functions as deemed necessary by the Program.

**4. Local Government Units (Province, Municipality, and City)** shall have the following functions:

- Oversee the procurement for IBUILD subprojects within the LGU to ensure compliance to Project procurement policies and guidelines
- Prepare a procurement plan based on their geotagged proposed I-BUILD Subprojects
- Manage the procurement of propose IBUILD subproject; procurement planning, pre-procurement, posting and serving of ITBs/RFQs, pre-bidding conference, opening and evaluation of bids, request of NOL, award of contracts, contract administration and monitoring and other activities relevant to the successful completion of subproject procurement;
- In agreement with their respective PLGUs, MLGUs can serve as Procuring Entities for any proposed subprojects under IBUILD components within their respective municipality. This arrangement shall form part of the subproject implementation management agreement.
- Provide technical assistance to the Proponent Groups;
- Perform other functions as deemed necessary by the Project;

**5. Enterprise (CSOs, POs, PGs, Cooperatives, etc.)** shall have the following functions:

- As appropriate, the enterprise shall manage procurement as a contract manager in agreement with the concerned RPCO; and
- Likewise, serve as an implementing entity of relevant subproject/s as agreed in the Implementation Management Agreement (IMA).

**V. PRIOR REVIEW AND THRESHOLDS**

**Bank, NPCO, and PSO Review**

The Bank reviews the Borrower’s procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out with the agreed procedures.

No procurement of works shall be undertaken by the beneficiaries of the Bank’s loan (LGUs) without prior review by the Bank or PRDP concerned offices depending on their threshold. The prior review is undertaken based on the determined calibrated threshold recommended and approved by the World Bank to facilitate the issuance of No Objection Letters (NOLs), i.e. NOL1 to start the procurement process and NOL2 for no objection to award the contract.

**Table 1. Method, Thresholds <sup>5</sup> and Prior Review of World Bank**

Category	Procurement Methods	Method Threshold (in US\$)	WB Prior Review (in US\$)
Works	International Competitive Bidding (ICB)	≥15,000,000.00	All contracts
	National Competitive Bidding (NCB)	<15,000,000.00	≥10,000,000.00
	Shopping	≤200,000.00	None
	Direct Contracting	Subject to justification as per provision b.3 of this guidelines	≥10,000,000.00
Goods	International Competitive Bidding (ICB)/Request for Bids (RFB)	≥3,000,000.00	All contracts

<sup>5</sup> Contract Thresholds per procurement categories are subject to change depending on the result of the Bank’s post review missions.



	National Competitive Bidding (NCB)/Request for Bids (RFB)	<3,000,000.00	With prior review for contracts 2,000,000.00 and above
	Shopping/Request for Quotation (RFQ)	≤200,000.00	None
	Direct Contracting/Direct Selection	Subject to justification as per provision b.3 of this guidelines	≥2,000,000.00
Consulting Services	Quality Cost Based Selection (QCBS) Fixed Budget Selection (FBS)	≥300,000.00 (may be used also for <300,000)	≥1,000,000.00
	Consultants Qualification Selection (CQS)	300,000.00 and below	None
	Selection of Individual Consultant (SIC)		≥300,000.00
	Single Source Selection (SSS)	On exceptional basis subject to justification in accordance with paras. 3.9 and 5.4 of Consultant Guidelines	≥1,000,000.00
Community Participation/ Community -Driven Development	Simplified Public Bidding	Above US\$200,000	None
	Shopping/RFQ	US\$ 200,000 and below	
	Direct Contracting/Direct Selection	Subject to justification as per Subject to any of the conditions for Direct Contracting stated under Item III.4 of Module 2 Procurement of Goods, Works and Non-consulting Services for IREAP Subprojects	
	Community Force Account (Works and Goods)		
	Commercial Practices		
	Selection of Individual Consultants		

**Table 2. Delegated Prior Review Threshold<sup>6</sup> of PSOs for IBUILD Subprojects**

Cluster	PSO Prior Review Threshold (in US\$)	NPCO Prior Review (in US\$)
North Luzon	≤1,000,000.00	>1,000,000.00
South Luzon	≤1,000,000.00	>1,000,000.00
Visayas	≤1,000,000.00	>1,000,000.00
Mindanao	≤1,000,000.00	>1,000,000.00

RPCO threshold is below US\$ 300,000 both for I-BUILD and I-REAP subprojects

**Table 3. Delegated Prior Review Threshold for I-REAP Subprojects**

OFFICE	THRESHOLD*
<b>RPCO*</b>	Designated as the Procuring Entity for the I-REAP subprojects with procurement packages with an aggregate amount of not more than US\$300,000
<b>PSO</b>	All subprojects with procurement packages with an aggregate amount of more than US\$300,000 up to US\$1,000,000
<b>NPCO</b>	All subprojects procurement packages with an aggregate amount of more than US\$1,000,000 up to US\$2,500,000
<b>World Bank</b>	All subprojects procurement packages with an aggregate amount of more than US\$2,500,000

## **VI. REVIEW BY THE BANK OF PROCUREMENT DECISIONS AND PUBLICATION OF AWARDS OF CONTRACT**

### **Scheduling of Procurement**

The Bank shall review Procurement Plans and their updates that are prepared by the Borrowers in accordance with provisions under the World Bank Procurement Regulations for IPF Borrowers governing the procurement of Goods, Works, Non-consulting Services, and Consulting Services for IPF operations. They shall be consistent with the Project Implementation Plan, the Loan Agreement, and these Guidelines.

<sup>6</sup> Delegated Prior Review Thresholds are subject to change depending on the result of the Bank's post review missions.

## **Prior Review**

With respect to all contracts which are subject to the Bank's prior review:

(a.) In cases where prequalification is used, the Borrower shall, before prequalification submissions are invited, furnish the Bank with the draft documents to be used, including the text of the invitation to prequalify, the prequalification questionnaire, and the evaluation methodology, together with a description of the advertising procedures to be followed, and shall introduce such modifications in said procedure and documents as the Bank shall reasonably request. The report evaluating the applications received by the Borrower, the list of proposed prequalified bidders, together with a statement of their qualifications and of the reasons for the exclusion of any applicant for prequalification, shall be furnished by the Borrower to the Bank for its comments before the applicants are notified of the Borrower's decision, and the Borrower shall make such additions to, deletions from, or modifications in the said list as the Bank shall reasonably request.

(b.) Before bids are invited, the Borrower shall furnish to the Bank for its comments, draft bidding documents, including the invitation to bid, instructions to bidders, including the basis of bid evaluation and contract award, and the conditions of contract and specifications for the civil works, supply of goods, or installation of equipment, etc. as the case may be, together with a description of the advertising procedures to be followed for the bidding (if prequalification has not been used), and shall make such modifications in the said documents as the Bank shall reasonably request. Any further modification shall require the Bank's no objection before it is issued to the prospective bidders.

(c.) After bids have been received and evaluated, the Borrower shall, before a final decision on the award is made, furnish to the Bank, sufficient time for its review, a detailed report (prepared, if the Bank shall so request, by experts acceptable to the Bank), on the evaluation and comparison of the bids received (for each stage in case of two-stage bidding and framework agreements) together with the recommendations for the award and such other information as the Bank shall reasonably request. The Bank shall if it determines that the intended award would be inconsistent with the Loan Agreement and/or the Procurement Plan, promptly inform the Borrower and state the reasons for such determination. Otherwise, the Bank shall provide its no objection to the recommendation for the award of contract. The Borrower shall award the contract only after receiving no objection from the Bank.

(d.) If the Borrower requires an extension of bid validity to complete the process of

evaluation, obtain necessary internal clearances and Bank no objection, and to make the award, it shall seek the Bank's prior no objection for the first request for an extension, if it is longer than 4 (four) weeks, and for all subsequent requests for extension, irrespective of the period.

(e.) If after the publication of the award the Borrower receives protests or complaints from bidders, a copy of the complaint, the Borrower's comments on each issue raised in the complaint, and a copy of the Borrower's response shall be sent to the Bank for its review and comments.

(f.) If as result of analysis of a protest the Borrower changes its contract award recommendation, the reasons for such decision and a revised evaluation report shall be submitted to the Bank for no objection.

(g.) The terms and conditions of a contract shall not, without the Bank's prior no objection, materially differ from those on which bids were asked or prequalification of contractors, if any, was invited.

(h.) One conformed copy of the contract, and of the advance payment security and the performance security if they were requested, shall be furnished to the Bank promptly after its signing and prior to the submission to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract. When payments for the contract are to be made out of a Special Account (SA), copies of the contract, and the advance payment security and the performance security if they were requested, shall be furnished to the Bank prior to the making of the first payment out of the SA in respect of such contract.

(i.) All evaluation reports shall be accompanied by a summary of the procurement on a form provided by the Bank. The description and amount of the contract, together with the name and address of the successful bidder, shall be subject to public disclosure by the Bank in accordance with paragraph (h) above upon receipt of the signed copy of the contract from the Borrower.

(j.) The Borrower shall retain all documentation with respect to each contract during project implementation until two years after the closing date of the Loan Agreement. This documentation would include, but not be limited to (i) the signed original of each contract and all subsequent amendments or addenda; (ii) original bids, all documents and correspondence related to the procurement and implementation of the contract, including

those in support of the evaluation of bids, and the recommendation for the award made to the Bank; and (iii) the payment invoices or certificates, as well as the certificates for the inspection, delivery, completion, and acceptance of goods, works, and non-consulting services. For contracts awarded on the basis of direct contracting, the documentation shall include the justification for using the method, the technical and financial capacity of the firm, and the signed original of the contract. The Borrower shall furnish such documentation to the Bank upon request for examination by the Bank or by its consultants/auditors.

(k.) The Bank may declare mis-procurement for any of the reasons if it determines that the goods, works, or non-consulting services were not procured in accordance with the agreed procedures and methods reflected in the Loan Agreement and further detailed in the Procurement Plan to which the Bank gave it no objection, or that the contract itself is not consistent with such procedures. The Bank shall promptly inform the Borrower of the reasons for such determination.

#### **Modifications of the Signed Contract**

In the case of contracts subject to prior review, before agreeing to (a.) a material extension of the stipulated time for performance of a contract; or (b.) any substantial modification of the scope of services or other significant changes to the terms and conditions of the contract; or (c.) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increase the original contract amount by more than 15% (fifteen percent). or (d.) the proposed termination of the contract, the Borrower shall seek the Bank's no objection. If the Bank determines that the proposal would be inconsistent with the provisions of the Loan Agreement and/or Procurement Plan, it shall promptly inform the Borrower and state the reasons for its determination. A copy of all amendments to the contract shall be furnished to the Bank for its record.

#### **Translations**

If a contract awarded under ICB procedures is subject to prior review and is written in the National Language, the Borrower has the responsibility to furnish to the Bank an accurate translation of the bid evaluation report and the initialed draft contract in the internationally used language specified in the bidding documents (English, French, or Spanish). An accurate translation shall also be furnished to the Bank for any subsequent modifications of such contracts.

### **Post Review**

Procurement Post Reviews (PPRs) are normally carried out by the Bank. The Borrower shall retain all documentation with respect to each contract during project implementation and up to two (2) years after the closing date of the Loan Agreement. This documentation would include, but not limited to, the signed original of the contract and all subsequent amendments or addenda, the bids, the bid evaluation report and the recommendation for award, the payment invoices or certificates, as well as the certificates for inspection, delivery, completion, and acceptance of goods, works, and non-consulting services, for examination by the Bank or by its consultants/auditors. The Borrower shall also furnish such documentation to the Bank upon request. The Bank may declare mis-procurement for any of the reasons if it determines that the goods, works, or non-consulting services were not procured in accordance with the agreed procedures and methods reflected in the Loan Agreement and further detailed in the Procurement Plan to which the Bank gave its no objection, or that the contract itself is not consistent with such procedures and methods. The Bank shall promptly inform the Borrower of the reasons for such determination. The Bank may also, depending on risks and the scope of the project (e.g., involving much small value and simple contracts), agree with the Borrower that they appoint independent entities to carry out PPRs, in accordance with terms, conditions, and reporting procedures acceptable to the Bank. In such cases, the Bank will review the reports submitted by the Borrower, and retain its right to directly conduct post reviews during project implementation as may be needed.

### **Change from Post Review to Prior Review**

A contract whose cost estimate was below the Bank's prior review threshold indicated in the Procurement Plan shall fall under prior review if the price of the lowest evaluated bidder exceeds such threshold. All related procurement documentation already processed, including the evaluation report and recommendation for award, shall be submitted to the Bank for its prior review and no objection before the award of contract. When, to the contrary, the price of the selected bidder falls below the prior review threshold, the prior review process shall continue. Under certain circumstances, the Bank may require the Borrower to follow a prior review process for a contract below the Bank's prior review threshold in the case of a complaint it has determined to be of a serious nature. Also, when the procurement method requires change due to higher or lower cost estimates than previously assessed, for example from NCB to ICB or inversely, the Procurement Plan shall be modified by the Borrower and submitted to the Bank for review and no objection.

### **Publication of the Award of Contract**

The Borrower shall publish information on UNDB online for all contracts under ICB contracts and in the PhilGEPS for all contracts under NCB. Such publication shall be within two weeks

of receiving the Bank's or PRDP's no objection to the award recommendation for contracts as the case may be, and within two weeks of the Borrower's award decision for contracts subject to the Bank's post review. Publications shall include the bid, lot numbers, and the following information, as relevant and applicable for each method: (a.) the name of each bidder that submitted a bid; (b.) bid prices as read out at bid opening; (c.) evaluated prices of each bid that was evaluated; (d.) the names of bidders whose bids were either rejected as nonresponsive or not meeting qualification criteria, or not evaluated, with the reasons thereof; and (e.) the name of the winning bidder, the final total contract price, as well as the duration and summary scope of the contract.

### **Due Diligence concerning the Bank's Sanctions Policies and Procedures**

When conducting the evaluation of bids, the Borrower shall check the eligibility of bidders from the lists of firms and individuals debarred and suspended by the Bank that are posted on the Bank's external website. The Borrower shall apply additional due diligence by closely supervising and monitoring any ongoing contract (whether under prior or post review) executed by a firm or individual which has been sanctioned by the Bank after such contract was signed. The Borrower shall neither sign any new contracts nor sign an amendment, including any extension of time for completion of a change or variation order, to an ongoing contract with a suspended or debarred firm or individual after the effective date of the suspension or debarment without the Bank's prior review and no objection. The Bank will only finance additional expenditures if they were incurred before the completion date of the original contract or the completion date as revised (i.) for prior review contracts, in an amendment to which the Bank has given it no objection, and (ii.) for post review contracts, in an amendment signed before the effective date of suspension or debarment. The Bank will not finance any new contract, or any amendment or addendum introducing a material modification to any existing contract that was signed with a suspended or debarred firm or individual on or after the effective date of suspension or debarment.

## **VII. GUIDANCE TO BIDDERS**

This provides guidance to potential bidders wishing to participate in Bank-financed procurement.

### **Responsibility for Procurement**

The responsibility for the implementation of the project, and therefore for the payment of goods, works, and non-consulting services under the project, rests solely with the Borrower. The Bank, for its part, is required by its Articles of Agreement to ensure that funds are paid from a Bank loan only as expenditures are incurred. Disbursements of the proceeds of a loan are made only at the Borrower's request. The Borrower submits withdrawal application to the Bank together with required supporting documentation to demonstrate that the funds

have been or are being used in accordance with the Loan Agreement and the Procurement Plan. The Borrower is legally responsible for the procurement. It invites, receives, and evaluates bids, and awards the contract. The contract is between the Borrower and the Supplier or Contractor. The Bank is not a party to the contract.

### **Bank's Role**

The Bank reviews the procurement procedures, documents, bid evaluations, award recommendations, and the contract to ensure that the process is carried out in accordance with agreed procedures, as required in the Loan Agreement. In the case of major contracts, the documents are reviewed by the Bank prior to their issue. Also, if, at any time in the procurement process (even after the award of the contract), the Bank concludes that the agreed procedures were not followed in any material respect, the Bank may declare mis-procurement. However, if a Borrower has awarded a contract after obtaining the Bank's no objection, the Bank will declare mis-procurement only if the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower. Furthermore, if the Bank determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of the bidder, the Bank may impose applicable sanctions.

The Bank has published SBDs for various types of procurement. It is mandatory for the Borrower to use these documents, with minimum changes to address country- and project-specific issues. The prequalification and bidding documents are finalized and issued by the Borrower.

### **Information on Bidding**

Information on bidding opportunities under ICB may be obtained from the General Procurement Notice and the Specific Procurement Notices. General guidance on participation, as well as advance information on business opportunities in upcoming projects, may be obtained from the World Bank website. PADs are also available from the Bank's website upon approval of the loan.

### **Bidder's Role**

Once a bidder receives the prequalification or bidding document, the bidder should study the documents carefully to decide if it can meet the technical, commercial, and contractual conditions, and if so, proceed to prepare its bid. The bidder should then critically review the documents to see if there is any ambiguity, omission, or internal contradiction, or any feature of specifications or other conditions which are unclear or appear discriminatory or restrictive; if so, it should seek clarification from the Borrower, in writing, within the time period specified in the bidding documents for seeking clarifications. The criteria and methodology for selection of the successful bidder are outlined in the bidding documents,



generally under Instructions to Bidders and Specifications. If these are not clear, clarification should be similarly sought from the Borrower.

In this connection, it should be emphasized that the specific bidding documents issued by the Borrower govern each procurement process. If a bidder feels that any of the provisions in the documents are inconsistent with the Guidelines, it should also raise this with the Borrower.

It is the responsibility of the bidder to raise any issue of ambiguity, contradiction, omission, etc., prior to the submission of its bid, to ensure submission of a fully responsive and compliant bid, including all the supporting documents requested in the bidding documents. Non-compliance with critical (technical and commercial) requirements will result in rejection of the bid. If a bidder wishes to propose deviations to a non-critical requirement or propose an alternative solution, it should strictly follow instructions on these aspects given in the Borrower's bidding documents in particular provisions dealing with deviations. Alternative solutions should be offered only when authorized in the bidding documents. Unless the bidding document clearly identifies mandatory and non-mandatory technical and commercial requirements, the bidder assumes full responsibility that any deviations or conditions in its bid may be deemed material and result in the rejection of its bid. Once bids are received and publicly opened, bidders will not be required or permitted to change the price or substance of a bid.

### **Confidentiality**

The process of bid evaluation shall be confidential until the publication of the award of contract. This is essential to enable the Borrower and Bank reviewers to avoid either the reality or perception of improper interference. If at this stage a bidder wishes to bring additional information to the notice of the Borrower, the Bank, or both, it should do so in writing.

### **Action by the Bank**

Bidders are free to send copies of their communications on issues and questions with the Borrower to the Bank or to write to the Bank directly, when Borrowers do not respond promptly, or the communication is a complaint against the Borrower. All such communications should be addressed to the Task Team Leader for the project, with a copy to the Country Director for the borrowing country and to the Regional Procurement Manager. Names of Task Team Leaders are available in the PAD.

Communications received by the Bank from potential bidders, prior to the closing date for submission of the bids, will, if appropriate, be referred to the Borrower with the Bank's

comments and advice for action or response.

Communication, including complaints, received from bidders after the opening of the bids, will be handled as follows. In the case of contracts not subject to prior review by the Bank, the communication or its relevant extracts, as deemed appropriate, will be sent to the Borrower for due consideration and appropriate action. The Borrower shall provide to the Bank all relevant documentation for the Bank's review and comments. In the cases of contracts subject to the prior review process, the communication will be examined by the Bank, in consultation with the Borrower. If additional data is required to complete this process, these will be obtained from the Borrower.

If additional information or clarification is required from the bidder, the Bank will ask the Borrower to obtain it and comment or incorporate it, as appropriate, in the evaluation report. The Bank's review will not be completed until the communication is fully examined and considered. Communications received from bidders involving allegations of fraud and corruption may warrant a different treatment due to reasons of confidentiality. In such cases, the Bank shall apply due care and discretion in sharing with the Borrower information deemed appropriate.

Except for acknowledgment, the Bank will not enter into discussion or correspondence with any bidder during the evaluation and review process of the procurement, until the award of contract is published.

#### **Debriefing by the Bank**

If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Borrower. If the bidder is not satisfied with the written explanation given and wishes to seek a meeting with the Bank, it may do so by addressing the Regional Procurement Manager for the Borrowing country, who will arrange a meeting at the appropriate level and with the relevant staff. The purpose of such meeting is only to discuss the bidder's bid, and neither to reverse the Bank's position that has been conveyed to the Borrower nor to discuss the bids of competitors.

### **VIII. RELEVANT PROCUREMENT DOCUMENTS AND FORMS**

The relevant procurement documents and forms such as Public Bidding Documents (PBD) for Works and Goods Latest Edition, Request for Quotations, Abstract of Bids/Quotations, Bid Evaluation Report, et al. can be found in the modular guidelines.

## IX. ANNEXES

### Annex 1. Guidelines on the Conduct of Joint Bid Evaluation Report (BER) Review

#### 1. RATIONALE

The conduct of the Joint BER Review shall facilitate the review process of the Regional Project Coordination Office (RPCO), the Project Support Office (PSO) and the National Project Coordination Office (NPCO) to expedite the “No Objection Letter 2” (NOL2) and subsequently start the implementation of the subproject upon issuance of Notice of Award (NOA) and Notice to Proceed (NTP).

#### 2. COMPOSITION OF THE JOINT BER REVIEW TEAM FROM NPCO, PSO AND RPCO

I-BUILD Subproject	I-REAP Subproject
<ul style="list-style-type: none"> <li>- NPCO/PSO/RPCO Procurement Unit;</li> <li>- PSO I-BUILD Component if threshold of PSO; and</li> <li>- PSO and NPCO I-BUILD Component if threshold of NPCO</li> </ul>	<ul style="list-style-type: none"> <li>- NPCO/PSO/RPCO Procurement Unit</li> <li>- PSO I-REAP Component if threshold of PSO; and</li> <li>- PSO and NPCO I-REAP Component if threshold of NPCO If with infra component:</li> <li>- PSO I-BUILD Component if threshold of PSO; and</li> <li>- PSO and NPCO I-BUILD Component if threshold of NPCO</li> </ul>

#### 3. GUIDELINES

- The RPCO shall be in charge of the scheduling of the joint BER review meetings to be conducted face to face or virtual. It shall notify the concerned reviewers 7-working day notice prior to the review schedule;
- The RPCO shall request the clearances from the GGU, Finance and SES for the subprojects under review using the clearance form for NOL2. Affixing of signatures of the concerned units attest that requirements are already fully met by the LGU, the RPCO or the PG. Alternatively, these concerned units may provide their clearances through electronic means and may not attend the joint BER review activity;
- The RPCO is expected to have initial findings and recommendations prior to the discussion during the joint BER review. If the RPCO finds major compliance required from the LGU the RPCO or the PG, this should be solicited prior to the

joint review activity. This initial findings shall be presented during the joint BER review activity;

- The result of the joint BER review shall be for recommendation for the issuance of NOL2 to the concerned Project Director (PSO or NPD as applicable) by the Joint Review Team.
- Otherwise, the RPCO shall coordinate with LGU the RPCO or the PG to comply with the comments/recommendation of the Joint Review Team. Once complied, the Joint Review Team shall recommend for the issuance of NOL2.

## **Annex 2. Guidelines on the Conduct of Post Procurement Review**

### **RATIONALE**

With the increased confidence of the Bank in the Project in the conduct of the procurement activities and decisions, all offices of the PRDP are provided with the delegated prior review threshold. With this responsibility, the fiduciary function of the next higher office is paramount. Thus, the post procurement review of contracts that were not prior reviewed shall be done on a regular basis.

### **OBJECTIVES**

The main objectives of post reviews are to:

- (a) verify the procurement procedures followed for the project, and identify non-compliance with the agreed provisions of the legal agreement and applicable Guidelines;
- (b) check that the procurement arrangements agreed with the Borrower are still in place;
- (c) report contract management issues as may have been identified by the executing agency(ies);
- (d) check that technical compliance and physical completion reviews for the contracts in the selected sample have been carried out;
- (e) note fraud and corruption red flags and report any evidence of fraud and corruption;
- (f) identify mitigating measures or remedies to correct procurement deficiencies and recommend them to the Borrower and its executing agency(ies).<sup>[RM2]</sup>

### **PROCEDURES**

The WB rates the overall procurement risk assessment as low, moderate, substantial, or high and indicates the frequency of procurement supervision proposed and the percentage of contracts subject to post review. Post review procurement supervision parameters for implementing agencies with different risk ratings requires that normally not less than one in five contracts should be reviewed for high-risk agencies, one in ten for substantial-risk agencies, one in fifteen for moderate-risk agencies, and one in twenty for low-risk agencies (in projects with a large number of contracts, this could be varied appropriately). The ratio may be adjusted during project implementation, depending on the performance of the agency and the result of the reviews. The procurement supervision plan, as distinguished from the procurement plan to be submitted by the Borrower, may also recommend special procurement supervision at critical points of project implementation.

### **QUANTITY AND FREQUENCY**

For PRDP, the WB requires that the post procurement review covers one out of five contracts within a given period being reviewed. This shall be done bi-annually usually during the time of the implementation support mission.

### **REPORT SUBMISSION TO NPCO**

Submission of the Post procurement review report shall be 10 days after the conducted review activity. This shall be consolidated and submitted to WB for their reference.

### **TEMPLATES**

The following templates are to be used for appropriate contracts being reviewed.

**A: Sample Format for a Post Review Report**

**B: Profile of Procurement Items**

*(To be prepared by the RPCO/PSO in advance)*

**C1: Worksheet for Post Review of Procurement Processes and Contract Administration for Goods/Works/Service Contracts awarded under the Shopping Procedure**

**C2: Worksheet for Post Review of Procurement Processes and Contract Administration for Goods/Works/Service Contracts NOT Awarded under the Shopping Procedure**

**C3: Worksheet for Post Review of Procurement Processes and Contract Administration for Consultant Contracts**

**C4: Worksheet for Physical Inspection**

### **Annex 3. Guidelines on the Blacklisting of Firms (Manufacturers, Suppliers, Distributors, Contractors, and Consultants)**

These guidelines shall govern the blacklisting of manufacturers, suppliers, distributors, contractors, and consultants (“contractors” for brevity) involved in the World Bank and PRDP procurement for offenses or violations committed during procurement and contract implementation stages.

These guidelines shall apply to all Regional Project Coordination Offices (RPCOs), Project Support Offices (PSOs) and National Project Coordination Office (NPCO) including Proponent Groups (PGs) for I-REAP subprojects and Local Government Units (LGUs) implementing Philippines Rural Development (PRDP) subprojects. Please see attached blacklisting guidelines below:

#### **1. SCOPE**

These guidelines shall govern the blacklisting of manufacturers, suppliers, distributors, contractors and consultants (“contractors” for brevity) involved in the World Bank (WB) procurement for offenses or violations committed during procurement and contract implementation stages”

These guidelines shall apply to all Regional Project Coordination Offices (RPCOs), Project Support Offices (PSOs), and National Project Coordination Office (NPCO), including Proponent Groups (PGs) for IREAP Subprojects and Local Government Units (LGUs) implementing Philippines Rural Development Project (PRDP) Subprojects.

#### **2. PROHIBITION TO PARTICIPATE IN ANY BIDDING OF PRDP SUBPROJECTS, BIDDING, AND CONTRACTS ON THOSE CONTRACTORS WHO ARE UNDER UNDERGOING BLACKLISTING PROCEDURES AND BLACKLISTED**

A person/entity that is blacklisted by the Procuring Entity (LGUs or PGs) during the procurement process, or by the PRDP during the contract implementation, those included in the list of blacklisted by Philippine Contractors Association Board (PCAB), those included in the Government Procurement Policy Board (“GPPB”) Consolidated Blacklisting Report, those who are currently undergoing a blacklisting procedure at PRDP, and/or blacklisted by PRDP Blacklisting Committee shall not be allowed to participate in any of PRDP projects during the period of disqualification unless it is delisted as provided for in these guidelines. Blacklisting shall apply to the following persons:

- a) In case of individuals or sole proprietorships, to the bidders and their spouses;
- b) In case of partnerships, to the partnership itself and its partners;
- c) In case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
- d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s and/or partner/s as well as a person/entity who is a member of

a blacklisted joint venture or consortium are, likewise, not allowed to participate in any government procurement during the period of disqualification;

e) In the case of corporations, a single stockholder, together with his/her relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairman and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations which have been blacklisted; the corporations of which they are part shall also be blacklisted.

### **3. DEFINITION OF TERMS**

**3.1. Appellate Authority.** The Project Director exercising general and/or administrative supervision/control over the blacklisting of PRDP. The decision of the Project Director shall be final and executory.

**3.2. Award.** A written notice from the procuring entity accepting a bid or proposal.

**3.3. Bidder.** Any manufacturers, suppliers, distributors, contractors, and consultants, who participate in any procurement in PRDP.

**3.4. Blacklisting.** An administrative penalty disqualifies a person or an entity from participating in any PRDP subprojects and/or contracts for a given period.

**3.5. Blacklisting Committee.** The Committee was established by PRDP who will undertake the process of blacklisting of erring bidders or contractors, either *motu proprio* or through a complaint supported by evidence.

**3.6. Contractor.** Any manufacturers, suppliers, distributors, contractors, and consultants awarded with procurement contracts under the PRDP World Bank (WB) Procurement Process.

**3.7. Suspension.** An interim penalty is imposed for infractions committed by a bidder during the procurement stage, whereby such bidder is prohibited from further participation in any of the bidding processes of an agency. It shall remain in effect during the period of motion for reconsideration and/or appeal and shall terminate only upon final decision by the HoPE or appellate authority (vide: *GPPB Resolution No. 40-2017, dated 21 December 2017*).

**3.8. Consolidated Blacklisting Report.** A report prepared by the GPPB and/or PRDP containing the list of suppliers, manufacturers, distributors, contractors, or consultants blacklisted. In the PRDP Blacklisting Report, it shall include those bidders undergoing the blacklisting procedures.



**3.9. Contract Implementation.** A process of undertaking a project or contract in accordance with the contract documents under PRDP WB Procurement Guidelines.

**3.10. Termination of Contract.** Extinction of contract by reason of resolution or rescission under Articles 1191, 1380, 1381 of the Civil Code, and Section 68 and adopting Annex "I" (Guidelines on Termination of Contracts) of the IRR of R.A. 9184 and other applicable laws arising from the default or unlawful act of the contractor. (vide: *GPPB Resolution No. 40-2017, dated 21 December 2017*).

**3.11. Delist.** Removal of a person/entity from the Consolidated Blacklisting Report by the GPPB and/or PRDP.

**3.1.2. Blacklisted Person/Entity.** A person/entity who was disqualified by PRDP and/or is included in the GPPB or PRDP Consolidated Blacklisting Report.

**3.13. Offense.** A violation under PRDP WB Procurement Guidelines and Section 69 of RA 9184 and its IRR in one procurement project wherein the Procuring Entity or PRDP has already issued a Blacklisting Order.

#### **4. SANCTIONS AND GROUNDS FOR BLACKLISTING**

The PRDP is substantially adopting the sanctions and grounds for Blacklisting provided for under **GPPB Resolution No. 40-2017, dated 21 December 2021**.

As additional mandatory requirements for PRDP Projects, a PRDP Certification or Clearance that bidders participating in any PRDP projects is part of the mandatory requirements for PRDP procurement, regardless of its mode of procurement.

##### ***Procurement Stage***

During the Procurement Stage, pursuant to Section 69 of R.A. 9184 (being supplementary to the World Bank Procurement Guidelines), the procuring entity shall impose on bidders or prospective bidders the penalty of blacklisting for one (1) year for the first offense, blacklisting for two (2) years for the second offense, from participating in the public bidding process, without prejudice to the imposition of additional administrative, civil or criminal sanctions, as provided by applicable laws, for the following violations:

- a) Submission of eligibility requirements containing false information or falsified documents.
- b) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.

- c) Allowing the use of one's name, or using the name of another for purpose of public bidding.
- d) Withdrawal of a bid, or refusal to accept an award, or enter into a contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.
- e) Refusal or failure to post the required performance security within the prescribed time.
- f) Refusal to clarify or validate in writing its Bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- g) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- h) All other acts that tend to defeat the purpose of bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least two (2) times within a year, except for valid reasons. (Vide: *GPPB Resolution No. 40-2017, dated 21 December 2021*).

In addition to the penalty of blacklisting, the bid security posted by the concerned bidder or prospective bidder shall also be forfeited, if applicable.

#### ***Contract Implementation Stage***

Pursuant to Section 69 (6) of R.A. 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of blacklisting for one (1) year for the first offense, blacklisting for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP") or Notice of Award (NOA) for the alternative modes of procurement;
- b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - i. Employment of competent technical personnel, competent engineers, and/or work supervisors;
  - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

- iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - iv. Deployment of committed equipment, facilities, support staff, and manpower;
  - v. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.;
- c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- d) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- e) For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance:
- vi. Defective design resulting in substantial corrective works in design and/or construction;
  - vii. Failure to deliver critical outputs due to consultant's fault or negligence; and
  - viii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
  - ix. Allowing defective workmanship or works by the contractor to be supervised by the consultant.
- f) For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the constructor shall be construed as poor performance:
- Negative slippage of 15% and above within the critical path of the project due to substantially the fault or negligence of the contractor; and
- Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- g) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting in a substantial breach thereof without lawful and/or just cause.
- h) In case it is determined prima facie that the contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation thereof. The Unlawful acts include, but are not limited to, the following:

- i) Corrupt, fraudulent, collusive, and coercive practices;
- j) Drawing up or using forged documents;
- k) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade;
- l) Inordinate delay, without valid cause, in the implementation or completion of the project;  
and
- m) Any other act analogous to the foregoing.

***Terminated Contractors/Suppliers and those currently undergoing blacklisting or investigation for probable blacklisting at PRDP***

In addition to those enumerated circumstances under the Procurement Stage and Contract Implementation, at any stage of project implementation, any materially false information discovered or obtained by the RPCO, PSO, or NPCO that will affect the integrity and implementation of the PRDP project, the PRDP Blacklisting Committee shall commence the investigation thereof.

Thus, those bidders ~~or~~ contractors and suppliers who have been terminated by the Procuring Entity ~~are~~ and those that are currently undergoing the blacklisting procedure or under investigation for a probable recommendation of blacklisting shall not be issued of any PRDP Certification or Clearance. These bidders are ineligible from participating—in any PRDP subprojects and be ineligible to participate in any procurement process sanction by PRDP.

However, bidders cleared from offenses through a resolution by the BAC, during the procurement stage, or written decision by PRDP Blacklisting Committee or PRDP Project Director may request for the said Certification or Clearance for them to participate in any PRDP projects.

## **5. PROCEDURE FOR BLACKLISTING DURING THE PROCUREMENT STAGE**

### ***Initiation of Action***

Any bidder/prospective bidder or duly authorized observer or PRDP representative may initiate the blacklisting proceedings by filing a written complaint with the Bids and Awards Committee (“BAC”). The BAC may also motu proprio (by itself) commence the proceedings upon prima facie (self-sufficient) determination that the contractor as a bidder or prospective bidder has committed any of the grounds for blacklisting during the procurement stage.

At the option of the procuring entities, a reasonable fee may be required for initiating the blacklisting proceedings.

### ***Notification***

Upon verification of the existence of grounds for blacklisting, the BAC shall immediately notify the bidder concerned in writing, advising him that:

a) a complaint about blacklisting has been filed against the bidder or has been considered by the BAC for blacklisting, stating the grounds for such;

For this purpose, multiple violations in a procurement project as grounds for blacklisting shall be included in one complaint. Despite inclusion in one complaint, multiple violations in a procurement project shall be considered as separate offenses, once proven.

b) The bidder has the opportunity to show cause why he/she should not be suspended and blacklisted;

c) A hearing shall be conducted before the BAC, upon bidder's request, where the bidder may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and

d) The consequences of being suspended and blacklisted.

Within five (5) calendar days from receipt of notification, the bidder shall submit its written answer with documentary evidence to the BAC with a manifestation for the request of hearing to determine questions of fact, if the bidder so desires. No time extension shall be allowed.

Should the contractor fail to answer within the same period, the BAC shall issue a resolution recommending to the Head of the Procuring Entity the immediate suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his bid security.

### **Hearings**

If a hearing is requested, the BAC shall immediately set the date and time for the hearing. The hearing shall be non-litigious and shall be terminated within five (5) days.

The BAC may also invite a representative from a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request is made, the BAC shall make a determination of the case based on the complaint, answer, documentary evidence submitted, and facts verified. If the BAC is convinced that the bidder is at fault, it shall issue a resolution recommending to the head of the agency the suspension of the bidder from participating in any bidding process of the agency and the forfeiture of his bid security.

### ***Effect of inaction by the BAC despite the written complaint filed by any bidder/prospective bidder or duly authorized observer or PRDP representative***

The Procuring Entity automatically grants the authority to PRDP to conduct its own investigation should the BAC fail to initiate the blacklisting proceedings despite the written complaint filed by any bidder/prospective bidder or duly authorized observer or PRDP representative.

The PRDP will conduct its separate investigation and hearing using the procedures under Item 5 of this Guidelines. Any decision on the part of the PRDP Blacklisting Committee prejudicial to the erring bidder will be barred to participate in any procurement process sanction by PRDP.

Should the decision of the PRDP Blacklisting Committee be issued after the procurement process and the erring bidder is the winning bidder, the decision of the PRDP Blacklisting Committee will be forwarded to the Contract Termination Review Committee of PRDP for contract termination. However, should the erring bidder is not the winning bidder, the decision of the PRDP Blacklisting Committee will still be executed and placed the erring bidder at the Consolidated Blacklisted Report.

### ***Decision***

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of the BAC proceedings, determine whether reasonable cause exists for the suspension of the bidder and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision suspending the bidder from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence, and the law on which it is based, as well as the date of effectivity of the penalty if any.

The Head of the Procuring Entity may delegate to the BAC the authority to impose the corresponding sanction(s) provided for in these guidelines.

### ***Notice of Decision***

The Head of the Procuring Entity shall furnish the suspended contractor a copy of the decision immediately from its promulgation.

### ***Effect of Decision***

A bidder is suspended upon receipt of the notice of decision prohibiting him from participating in the bidding process of the agency. The suspension shall remain in effect during the period of motion for reconsideration and appeal and shall terminate only upon final decision by the Head of the Procuring Entity or appellate authority.

If no motion for reconsideration or appeal is filed within the reglementary period, the decision shall become final and executory. Thereafter, the Head of Procuring Entity shall issue a Blacklisting Order disqualifying the erring bidder from participating in the bidding of all government projects.

The motion for reconsideration and/or appeal must first be resolved before any Blacklisting Order may be issued.

### ***Motion for Reconsideration***

A motion for reconsideration may be filed by the suspended person/entity within three (3) calendar days from receipt of the notice of the decision and shall be for either or both of the following causes, provided that only one (1) motion for reconsideration shall be filed with the blacklisting agency:

- a) The decision is not in conformity with the evidence and/or facts presented; and
- b) Newly discovered evidence or facts which not be discovered and produced during the investigation and which when presented would probably alter the result of the investigation.

The Head of the Procuring Entity shall resolve with finality the motion for reconsideration within seven (7) calendar days from the filing thereof and furnish the suspended bidder with a copy of the resolution immediately from its promulgation.

### ***Appeal***

This procedure is applicable only if there is an appellate authority within the Head of the Procuring Entity for PLGUs or PGs.

In the event that the motion for reconsideration is denied, the suspended bidder may file an appeal, through a Notice of Appeal, with the appellate authority, **if any**, within seven (7) calendar days from receipt of the decision denying the motion for reconsideration, and upon payment of the appeal fee in the same amount as prescribed for the filing of protest under Section 55.3 of the IRR of R.A. 9184. The appellate authority shall decide on the appeal within seven (7) calendar days upon the perfection of appeal.

### ***Finality of Decision***

The decision of the Procuring Entity shall become final and executory after the lapse of seven (7) calendar days from the receipt of the notice of decision or resolution on the motion for reconsideration. If there is an appellate authority and an appeal is filed, the affirmed, modified, or reversed decision shall become final and executory upon receipt thereof by the person/entity concerned.

Upon finality of the decision blacklisting the contractor, the Head of Procuring Entity or appellate authority shall issue a Blacklisting Order disqualifying the erring contractor from participating in the bidding of all government projects.

## **6. PROCEDURE FOR BLACKLISTING DURING THE CONTRACT IMPLEMENTATION STAGE**

For the procedure for blacklisting during contract implementation, the PRDP Blacklisting Committee instead of the PLGUs shall commence or initiate the blacklisting proceedings.

Upon the termination of contract due to default and/or unlawful acts of the contractor, the PRDP Blacklisting Committee shall issue within seven (7) calendar days a Blacklisting Order immediately disqualifying the erring contractor from participating in the bidding of all government projects. The performance security of said contractor shall also be forfeited.

Where contract termination is no longer possible, but the contractor committed acts or causes which may constitute ground(s) for blacklisting, the PRDP Blacklisting Committee shall,

within seven (7) days after the lapse of project duration, cause the execution of a Verified Report, with all relevant evidence attached, subject to the following procedures:

a) **Notice of Blacklisting.** Upon recommendation by the Implementing Unit, the PRDP Blacklisting Committee shall initiate the blacklisting procedures by written notice to the contractor conveying the following information:

1. a statement of the acts that constitute the ground(s) for blacklisting;
2. an instruction to the contractor to show cause as to why it should not be blacklisted; and
3. special instructions of the Procuring Entity, if any.

The Notice of Blacklisting shall be accompanied by a copy of the Verified Report.

b) **Show Cause.** Within a period of seven (7) calendar days from receipt of the Notice of Blacklisting, the contractor shall submit to the PRDP Blacklisting Committee a verified position paper stating why it should not be blacklisted.

The PRDP Blacklisting Committee shall not accept the position paper if it is not verified. Non-acceptance of the unverified position paper shall not toll the reglementary period of seven (7) calendar days to submit the said paper.

If the contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the PRDP Blacklisting Committee shall issue a Blacklisting Order.

c) **Decision.** Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the PRDP Blacklisting Committee shall decide whether or not to blacklist the contractor. It shall serve a written notice to the contractor of its decision which shall become final and executory after the lapse of seven (7) calendar days from the receipt of the notice of the decision.

### ***Appeal***

The suspended contractor may file an appeal, through a Notice of Appeal, with the Appellate Authority (PRDP Project Director), within seven (7) calendar days from receipt of the decision, and upon payment of the appeal fee in the same amount as prescribed for the filing of protest under Section 55.3 of the IRR of R.A. 9184. The Appellate Authority shall decide on the appeal within seven (7) calendar days upon the perfection of appeal.

Then the decision of the Appellate Authority shall be final and executory upon receipt thereof by the contractor.

### **7. STATUS OF BLACKLISTED PERSON/ENTITY**

Upon issuance of a Blacklisting Order, the erring contractor may not participate in the procurement of any PRDP project.

However, if Blacklisting Order is issued prior to the date of the Notice of Award (“NOA”), the blacklisted person/entity shall not be qualified for award and such project/contract shall be



awarded to the second-lowest calculated and responsive bidder pursuant to PRDP WB Procurement Guidelines.

If the Blacklisting Order is issued after award of a government project/contract to the blacklisted person/entity, the awarded project/contract shall not be prejudiced by the said order: Provided, however, that the said offense(s) committed by the blacklisted person/entity is/are not connected with the awarded project/contract.

The effectivity period for the penalty of one (1) or two (2) years, as the case may be, shall be clearly specified in the Blacklisting Order, the commencement of which, shall be the same date as the issuance of the Blacklisting Order.

## **8. APPLICATION OF PENALTY**

In case the penalty of blacklisting for two (2) years is imposed during the pendency of a previous blacklisting order, the latter shall be deemed terminated and subsumed in the two (2)-year blacklisting.

If an offense is committed for the third time or oftener, the penalty applicable shall still be blacklisted for two (2) years.

## **9. DELISTING**

A blacklisted person/entity shall be automatically delisted after the period for the penalty has elapsed.

## **10. METHODOLOGY FOR NOTIFICATION TO THE GPPB**

10.1. Unless otherwise provided in these guidelines, the blacklisting agency concerned shall submit to the GPPB, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:

a) Blacklisting Order duly signed by the Head of the Procuring Entity/appellate authority, if any, containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, Authorized Managing Officer ("AMO"), name of project/contract and location/amount, specific ground(s)/offense(s) committed as provided in Section 4 hereof, the sanction imposed and its specific duration, that is, "start" date and "end" date, and date of issuance of the order to blacklist.

b) Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name, and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted, and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectivity date of delisting, and date of delisting approval.

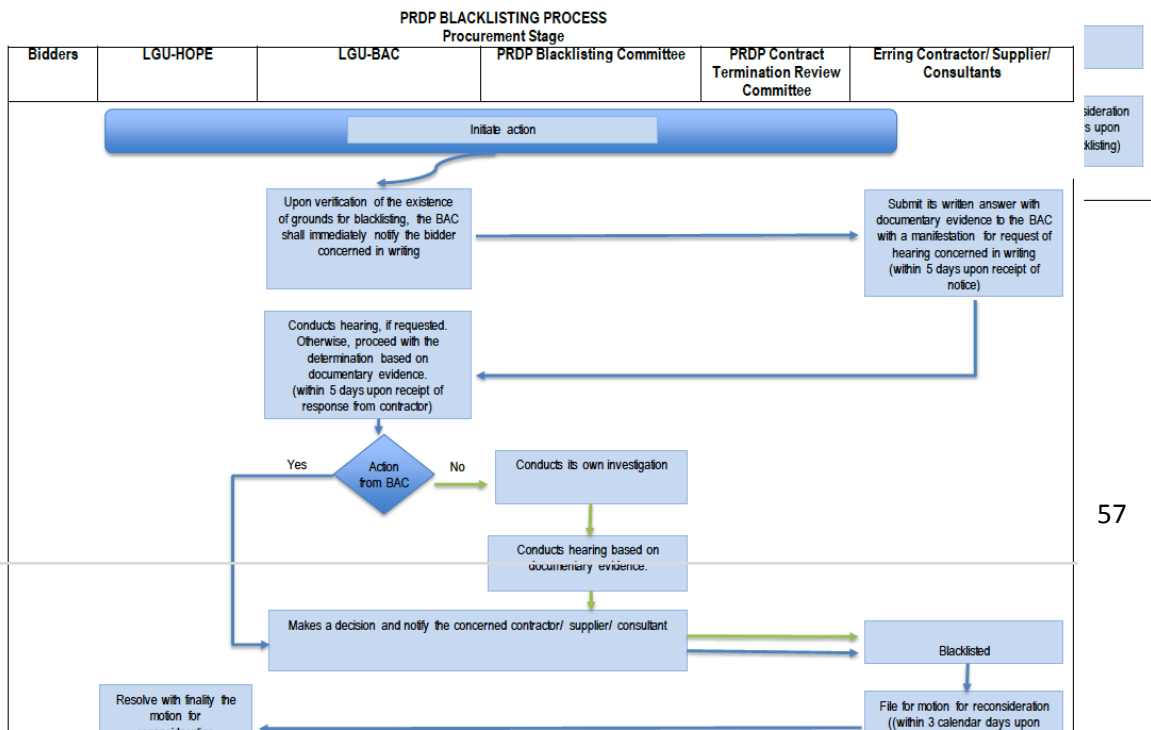
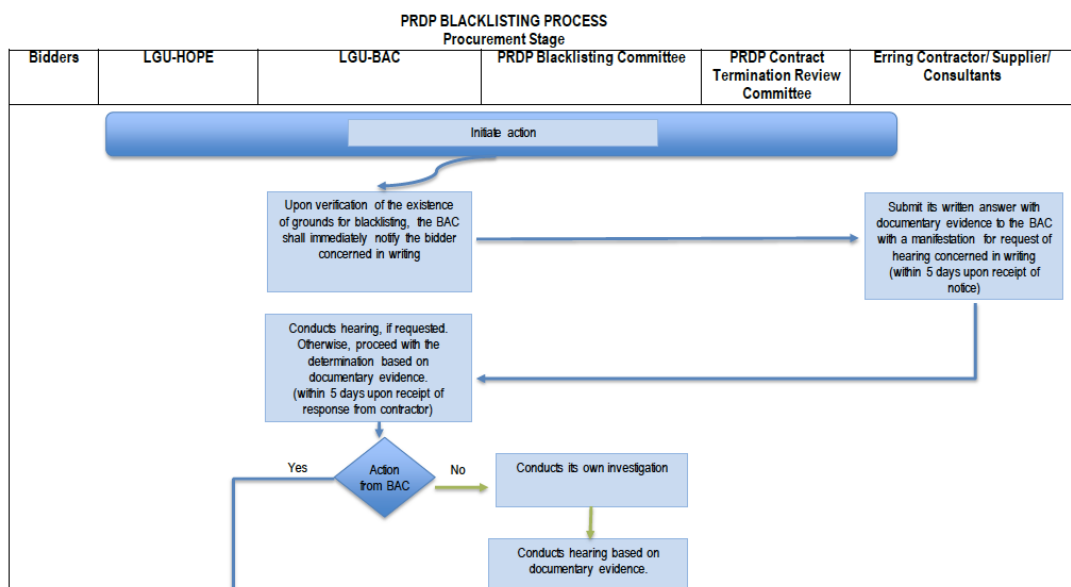
10.2 The PRDP, through the Monitoring and Evaluation Unit and with the assistance of the Procurement Unit, shall prepare the Consolidated Blacklisting Report every quarter and submit the same to the GPPB. The said report shall be posted by the GGU in the PRDP Website, GPPB website, and the Government Electronic Procurement System ("G-EPS") and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed,

the penalty imposed, and the blacklisting agency concerned. The Consolidated Blacklisting Report shall also be submitted to the Commission on Audit (COA).

The PRDP shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in Section 8 hereof.

10.3 In the case of procurement of infrastructure projects, should a blacklisting agency decide to refer the case of its blacklisted person/entity to the Philippine Contractors Accreditation Board (“PCAB”) for license suspension/revocation, it shall submit to PCAB a copy of the decision accompanied with supporting documents.

10.5 All existing blacklisting reports of the Government or any of its procuring entities, as well as the list of constructors whose licenses are suspended or revoked by the PCAB as of the date of effectivity of the IRR, are hereby adopted and made part of the GPPB Consolidated Blacklisting Report upon the issuance of these guidelines.



**REFERENCES:**

World Bank's New Procurement Regulations for Investment Project Financing Borrowers after July 1, 2016, revised on November 2017, August 2018, and November 2020;

Project Appraisal Document

Philippine Rural Development Project Loan Agreement

Government Public Procurement Board Community Participation Guidelines

I-BUILD Operations Manual

I-REAP Operations Manual