



Philippine Rural Development
Project Scale-Up (PRDP SU)

Procurement Guidelines

CROSS REFERENCE Manual

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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 – 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 FCA/FCA Cluster 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).

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 domestic market preference.

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

BAC	- Bids and Awards Committee
BDS	- Bid Data Sheet
DDP	- Delivered Duty Paid
DP	- Development partners
EA	- Executing Agency
EOI	- Expression of Interest
EPC	- Estimated Project Cost
FBS	- Fixed Budget Selection
IA	- Implementing Agency
FCAs	- Farmers Cooperatives and Associations
IBRD	International Bank for Reconstruction and Development (World Bank)
I-BUILD	- Intensified Building Up of Infrastructure and Logistics for Development
ICP	- International Competitive Procurement
IDA	- International Development Association
I-REAP	- Investments for Rural Enterprise and Agricultural and Fisheries Productivity
I-SUPPORT	- Implementation Support to operations of PRDP
LGU	Local Government Unit
NPCO	- National Project Coordinating Office
NOL1	- No Objection Letter No. 1
NOL2	- No Objection Letter No. 2
PAD	- Project Appraisal Document
PSO	- Project Support Office

PPR	- Post Procurement Review
QCBS	- Quality and Cost-Based Selection
CQS	- Consultants Qualification Selection
RFB	- Request for Bids
RFP	- Request for Proposals
RFQ	- Request for Quotation
RPAB	- Regional Project Advisory Board
RPCO	- Regional Project Coordination Office
SPDs	Standard Procurement Documents
SCC	- Special Conditions of Contract
UNDB	- United Nations Development Business

INTRODUCTION

Purpose

1.1 The purpose of the manual 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 Scale-Up (PRDP SU). 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 FCA/FCA Clusters

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

1.5. 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.

1.6. 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.

1.7. The procurement guidelines for the procurement of infrastructure subprojects can be found at Module 1: Guidelines for the Procurement of Infrastructure Subprojects under PRDP Scale-Up. (PRDP SU)

1.8. 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 Scale-Up (PRDP SU).

1.9. 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 Scale-Up (PRDP SU).

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

1.11. 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 on January 2011 and July 2016) 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

1.12 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

1.13 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

1.14. 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.

1.15. 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

1.16. The Bank permits eligible firms and individuals from all countries to offer Goods Works, Non-consulting Services, and Consulting Services for Bank-financed projects.

1.17. In connection with any procurement to be financed in whole or in part by the Bank, the Borrower shall not deny participation of, or award to, an Applicant/Bidder/Proposer/Consultant for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under Paragraphs 1.13 and 1.16 (Conflict of Interest).

1.18. As an exception to Paragraph 1.17 and 1.18.:

(a.) Firms or individuals from a country, or Goods manufactured in a country, may be excluded if:

- i. as of matter of law or official regulation, the Borrowers 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, Non-Consulting Services, or for the procurement of Consulting Services. When the procurement is implemented across jurisdictional boundaries (more than one country is involved in the procurement), exclusion of a firm or individual on this basis by one country may be applied to that procurement across other countries involved if the Bank, and all the Borrowers involved in that procurement, agree; or

- ii. by 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 particular Goods by such an act of compliance, that firm

may be excluded.

(b.) State-owned enterprises (SOEs) or institutions of the Borrower's country may eligible to compete and be awarded contracts 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 under supervision by the agency contracting them..

(c.) As an exception to Paragraph 1.19 (, when the Goods, Works, Non-consulting Services, or Consulting Services provided by SOEs, state-owned universities, research centers, or institutions are of a unique and exceptional nature because of the absence of suitable private sector alternatives, or as a consequence of the regulatory framework, or because their participation is critical to project implementation, the Bank may agrees to the contracting of theses entities on a case-by-case basis.

(d.) On a case-by-case basis, the Bank may agree to the hiring of government officials and civil servants of the Borrower's country under Consulting contracts in the Borrower's country, either as individual or as a members of the team of experts proposed by a Consulting firm, only when:

- i. their hiring would not create a conflict of interest; and
- ii. their hiring does not conflict with any laws, regulations, or policies of the Borrower.

(e.) A firm or an individual ineligible, sanctioned pursuant to Bank's Anti Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBGs Sanctions Framework..

(f.) If requested by the Borrower, the Bank may agree that in Bank-financed contracts, the request for bids/request for proposals documents states that a firm or individual that is under a sanction of debarment from being awarded a contract by the proper judicial or administrative authorities in the Borrowers's country and pursuant to its relevant laws in ineligible to be awarded a Bank-financed contract, provided that the Bank concludes to its satisfaction that the debarment relates to Fraud or Corruption and follows a judicial or administrative proceeding affording the firm or the individual adequate due process.

1.19. As exceptions to Paragraph 1.18:

(a) A firm disqualified by the Bank, in accordance with Paragraph 1.32 (non-

compliance with contractual SEA/SH Prevention and Response obligations), shall be excluded from being awarded a contract to be financed in whole or in part by the Bank

Joint Ventures

1.20. Firms participating in Bank-financed contracts may form joint ventures with domestic and/or foreign firms to enhanced their qualification and capabilities. A joint venture may be for the long term (independent of any particular procurement), or for a specific procurement. All the partners in a joint venture shall jointly and severally liable for the entire contract. The Bank does not accept conditions of participation in a procurement process that require mandatory joint ventures or other forms of mandatory association between firms.

Noncompliance

1.21. If the Bank determines that the Borrower has not complied with the procurement requirements set out in the Legal Agreement, the Bank may, in addition to exercising the legal remedies set out in the Legal Agreement, take other appropriate actions, including declaring misprocurement (for example, due to the failure to address complaintsom accordance with applicable requirements).

1.22. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still take appropriate actions and exercise legal remedies, regardless of whether the project has closed or not, if it concludes that the no objection or the notice of satisfactory resolution was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract that has been substantially modified without the Bank's no objection.

Procurement-related Complaints

1.23. Procurement-related complaints (Complaints) should be submitted to the Borrower in a timely manner, at the appropriate stage of the procurement process, and when so submitted, the Borrower shall address them promptly and fairly. Timelines, in both the submission of Complaints and their resolution, is of critical importance in order to avoid undue delay and disruption in the project of which the procurement is a part.

1.24. All complaints shall be recorded by the Borrower in the appropriate tracking and monitoring system, as agreed between the Bank and the Borrower.

1.25. Those Complaints arising in connection with contracts for which the SPDs are required to be used, shall be administered and handled in accordance with Annex III, Procurement-

related Complaints. The contracts where the Borrower shall used the SPDs shall specified in the Procurement Plan for the Project.

1.26. A complaint that includes allegations of Fraud and Corruption may require special treatment. The Borrower and the Bank shall consult to determine any additional actions that may be necessary.

1.27. Complaints, other than those covered under Annex III, Procurement-Related Complaints, are to be handled by the Borrower in accordance with the applicable complaint review rules and procedures as agree by the Bank.

Fraud and Corruption

1.28. The Bank's requires the Borrowers (including beneficiaries of Bank financing), bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agent (whether declared or not), and any of their personnel observe the highest standard of ethics during the procurement process and selection and execution of Bank-financed contracts, and refrain from Fraud and Corruption.

1.29. To this end 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;
 - (a.) 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 (b.) acts intended to materially impede the exercise of the Bank's inspection and audit rights.

(b.) Rejects a proposal for award if it determines that the firm or individual 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.) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactorily to the Bank to address such practices when they occur, including failing to inform the Bank in a timely manner at the time they knew of the practices;

(d.) Sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBGs Sanction Framework any firm or individual – determined at anytime by the Bank to have engaged in Fraud and Corruption in connection with the procurement process, selection and/or execution of a Bank-financed contract;

(e.) Requires that a clause be included in the request for bids/request for proposals documents and in contracts financed by a Bank loan, requiring bidders (applicants/proposers), consultants, contractors and suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the procurement process selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

(f.) Requires that, for Bank-financed operations to be implemented utilizing national procurement arrangements, as well as PPPs, agreed by the Bank, bidders (applicants/proposers) and consultants submitting bids/proposals will be required to accept the application of, and agree to comply with, the Anti-Corruption Guidelines during the procurement process, selection and/or contract execution, including the Bank's right to sanction as set forth in paragraph 2.2., and the Bank's inspection and audit rights as set forth in paragraph 2.2.e. Borrowers shall consult and apply the

World Bank Group's list of firms and individuals suspended or debarred. In the event a Borrower signs a contract with a firm or an individual suspended or debarred by the World Bank Group, the Bank does not finance the related expenditures and may apply other remedies as appropriate

1.30. With the specific agreement of the Bank, a Borrower may introduce, into the request for bids/request for proposals document for for contracts financed by the Bank, a requirement that the bidder or consultant include in the bid or proposal an undertaking of the bidder or consultant to observe, in the Procurement Process, the country's laws against fraud and corruption (including bribery) as such laws have been identified in the request for bids/request for proposals documents. The Bank will accept the introduction of such a requirement at the request of the Borrower, provided the arrangements governing the undertaking are satisfactory to the Bank.

Disqualification of Firms

1.31. 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 SEA/SH Preventions and Response obligations . The determination of non-compliance that be made in accordance with the procedure in the applicable standard procurement documents.

Procurement Plan¹

1.32. 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. 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

¹ 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.

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 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 planning² 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

1.33 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 Scale-Up (PRDP SU) 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).

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

Legal Basis

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

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 former³ shall prevail”.

2. PRDP Loan and Grant Agreement

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

(a) ensure that each Participating LGU/FCA/FCA Cluster 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 FCA/FCA Cluster, 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 FCA/FCA Cluster 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.

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

Procurement⁴

○ 1. General

- a. **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 Section VI of the World Bank New Procurement Regulations, as provided in the Loan Agreement.

Consulting Services. All 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 Section VII of the World Bank New Procurement Regulations dated November 2020 as provided in the Loan Agreement.

2. Selection Methods of Procurement of Goods, Works & Non-consulting Services:

- a. Request for Proposals (RFP);
- b. Request for Bids (RFB);
- c. Request for Quotations; and
- d. Direct Selection

3. Selection Methods of Procurement of Consulting Services:

- a. Quality and Cost Based Selection Except as otherwise provided in paragraph 2 below, consulting' services shall be procured under contracts awarded on the basis of Quality Cost - Based Selection.
- b. Other Methods of Procurement of Consulting Services. The following methods, other than Quality Cost - Based Selection may be used for procurement of consulting services for those contracts which are specified

⁴ 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)*)

in the Procurement Plan: (i) Fixed Budget Based Selection; (ii) Quality Based Selection; (iii) Consultant's Qualification Based Selection and (iv) Direct Selection and (v) Selection of Individual Consultants.

III. MODULAR PROCUREMENT GUIDELINES

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

3.2 The Cross-reference Manual 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 manual also provide guidance as to what type of modular guidelines to be used when: (i) the LGU-BAC will procure infrastructure subprojects, (ii) LGU/FCA/FCA Cluster 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. Request for Bids (RFB);
- b. Request for Quotations; and
- c. Direct Selection

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 FCA/FCA Cluster and can be handled by their existing Bids and Award Committee (BAC). 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. The 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 FCA/FCA Cluster
 - i. Simplified Public Bidding
 - ii. Request for Quotations
 - iii. Direct Selection
 - iv. Community Account (CFA)
 - v. Commercial Practices
 - vi. Selection of Individual Consultants
- b. Procurement Methods for LGU Procurement
 - i. Request for Bids (RFB)
 - ii. Request for Quotation (RFQ)
 - iii. Direct Contracting

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

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. Request for Bids (RFB)
- b. Request for Quotations (RFQ)
- c. Direct Selection

3.11 Likewise, for the selection of consulting services for a firm and individual the following are the prescribed methods:

- a. Quality Cost Based Selection (QCBS)
- b. Fixed Budget Based Selection (FBS)
- c. Quality Based Selection (QBS)
- e. Selection of Individual Consultant (SIC)

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;
- Review requests for award of contract and issue no objection for procurement conduct by the FCA/ FCA Cluster under their threshold;
- Conduct coaching/training for the FCAs/FCA Clusters;
- 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 and IREAP 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 and IREAP subprojects; 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 and IREAP components within their respective municipality. This arrangement shall form part of the subproject implementation management agreement.
- Provide technical assistance to the FCA/FCA Clusters;
- Perform other functions as deemed necessary by the Project;

5. Enterprise (CSOs, POs, FCAs, 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, Thresholds⁵ and Prior Review of World Bank

Category	Procurement Methods	Method Threshold (in US\$)	WB Prior Review (in US\$)
Works	Request for Bids (RFB) International Market Approach	≥15,000,000.00	All contracts
	Request for Bids (RFB) National Market Approach	<15,000,000.00	≥15,000,000.00
	Request for Quotation (RFQ)	≤200,000.00	None
	Direct Selection	Subject to the provisions in the sub-sections 6.8,6.9 & 6.10 of the Procurement Regulations	≥10,000,000.00
Goods	Request for Bids (RFB) International Market	≥3,000,000.00	All contracts

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

	Approach		
	Request for Bids (RFB) National Market Approach	<3,000,000.00	With prior review for contracts 2,000,000.00 and above
	Request for Quotation (RFQ)	≤200,000.00	None
	Direct Selection	Subject to the provisions in the sub-sections 6.8,6.9 & 6.10 of the Procurement Regulations	≥3,000,000.00
Consulting Services	Quality Cost Based Selection (QCBS) Fixed Budget Based Selection (FBS)	≥300,000.00 (may be used also for <300,000)	≥1,000,000.00
	Consultants Qualification Based Selection (CQS)	300,000.00 and below	None
	Selection of Individual Consultant (SIC)		≥300,000.00
	Single Source Selection (SSS)	Subject to the provisions of the sub-sections 7.13,7.14 & 7.15 of the Procurement Regulations	≥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 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	
	Community Force Account (Works and Goods)		

	Commercial Practices	Services for IREAP Subprojects	
	Selection of Individual Consultants		

Table 2. Delegated Prior Review Threshold⁶ of PSOs for I-BUILD Subprojects

Cluster	PSO Prior Review Threshold (in US\$)	NPCO Prior Review (in US\$)
North Luzon	≤2,000,000.00	>2,000,000.00
South Luzon	≤2,000,000.00	>2,000,000.00
Visayas	≤2,000,000.00	>2,000,000.00
Mindanao	≤2,000,000.00	>2,000,000.00

RPCO threshold is below US\$ 1,000,000 for I-BUILD subprojects

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

OFFICE	THRESHOLD*
RPCO*	Designated as the Procuring Entity for the I-REAP subprojects with procurement packages with an aggregate amount of not more than US\$300,000
PSO	All subprojects with procurement packages with an aggregate amount of more than US\$300,000 up to US\$1,000,000
NPCO	All subprojects procurement packages with an aggregate amount of more than US\$1,000,000 up to US\$6,000,000
World Bank	All subprojects procurement packages with an aggregate amount of more than US\$6,000,000

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

VI. RELEVANT PROCUREMENT DOCUMENTS AND FORMS

The relevant procurement documents and forms such as Philippine 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.

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

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 or the FCA/FCA Cluster . 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 or the FCA/FCA Cluster, 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 or the FCA/FCA Cluster 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).^[RM2]

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 FCA/FCA Cluster 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 FCA/FCA Cluster 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 FCA/FCA Cluster) 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 contractor 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 LGUs or FCAs/FCA Clusters.

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 Borrower's after July 1, 2016, revised on November 2017, August 2018, and November 2020;

Project Appraisal Document

Philippine Rural Development Project Scale-Up (PRDP SU) Loan Agreement

Government Public Procurement Board Community Participation Guidelines

I-BUILD Operations Manual

I-REAP Operations Manual