PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

Procurement of CONSULTING SERVICES

First Edition
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SOCIAL SECURITY SYSTEM

Procurement of CONSULTING SERVICES

Engagement of Investment Consultant for SSS' Global Investments

REI-NGPA-SSS-CONSULTING-2026-008

OCTOBER 2026

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

DOLE – Department of Labor and Employment.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

HRRB – Highest Rated Responsive Bid.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

LGUs – Local Government Units.

LoC – Letter of Credit.

MYCA – Multi-Year Contracting Authority.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procuring Entity - the organization purchasing Consulting Services, as named in the SCC.

RA No. – Republic Act Number.

SCC - Special Conditions of Contract.

SEC – Securities and Exchange Commission.

UN – United Nations.

WB – World Bank.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e]).

Consultant - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in providing Consulting Services.

Consulting Services – refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (IRR of RA No. 12009, Section 5[i])

Contract – refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed. For purposes of this project, the contract shall be completed within twenty-four (24) months or two (2) years upon receipt of NTP or signed contract.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Sections 16.1 and 16.2).

Foreign-funded Procurement or Foreign-Assisted Project– refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the

Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. (IRR of RA No. 12009, Section 5[n])

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as “civil works” or “works;” (IRR of RA No. 12009, Section 5[r])

Online submission – pertains to the submission of the short-listing documents and bids for Consulting Services through electronic means or through the e-bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, consultant, or service provider.

Verified Report – refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Part I

Section I. Request for Expression of Interest

REQUEST FOR EXPRESSION OF INTEREST FOR ENGAGEMENT OF INVESTMENT CONSULTANT FOR SSS' GLOBAL INVESTMENTS (REI-NGPA-SSS-CONSULTING-2026-008)

1) The *Social Security System (SSS)*, through the *2026 Annual Procurement Plan (APP) with Code (PAP) 2026-2963 under Investment Income* intends to apply the sum of up to Fifty Million Pesos (₱50,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for *Engagement of Investment Consultant for SSS' Global Investments under Project Identification No. REI-NGPA-SSS-Consulting-2026-008.* Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

2) The *Social Security System* now calls for the submission of short-listing documents for *Engagement of Investment Consultant for SSS' Global Investment who will provide investment advisory and technical support in the development of strategic asset allocation, portfolio construction, investment governance, target operating model, implementation framework, institutional capability building, and other advisory services necessary to support the implementation of the program.* Short-listing documents of interested consultants must be duly received by the Bids and Awards Committee (BAC) Secretariat on or before ***26 October 2026 (Monday), 02:00 p.m.*** at *11th Floor, SSS Main Office Building, East Avenue, Diliman, Quezon City.* Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

3) Interested bidders may obtain further information from *SSS BAC Secretariat* and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00 A.M. to 5:00 P.M.

4) A complete set of Bidding Documents may be acquired by interested Bidders on ***17 October 2026*** from the address given below upon payment of the applicable fee for the Bidding Documents, in the amount of **₱25,000.00.**

   The mode of payment will be on a cash basis payable at the SSS Cash Management Department, Ground Floor, SSS Main Bldg., upon securing a Payment Reference Number (PRN) from the BAC Secretariat Department. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

   It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5) The BAC shall draw up the short-list of investment consultants from those who have submitted Expression of Interest, including the short-listing documents, and have been determined as eligible in accordance with the provisions of Republic Act (RA) No. 12009, otherwise known as the "New Government Procurement Act", and its Implementing Rules

and Regulations (IRR). The short-list shall consist of a maximum of five (5) who will be entitled to submit bids manually. The criteria and rating system for short-listing are:

<table>
<tr><th>Criteria</th><th>Requirement</th><th>Maximum Points</th><th>Weight</th></tr>
<tr><td>a. Applicable Work Experience of the Consultant</td><td>
<table>
<tr><th>Criteria Category</th><th>Wgt</th></tr>
<tr><td>Similar Global Investment and Financial Advisory Engagements - Experience in foreign investments, SAA, portfolio construction, governance advisory, and operational readiness

Documentary requirements:
Engagement summaries; sample deliverables

A bidder who fails to submit the minimum documentary requirements will be disqualified.</td><td>10%</td></tr>
<tr><td>Institutional Experience and Track Record - Experience in pension fund, sovereign wealth fund, social security fund, or institutional investment advisory engagements

≥ 5 years institutional consulting experience

Documentary requirements:
Company profile; project references; client certifications

A bidder who fails to submit the minimum documentary requirements and with less than 5 years institutional consulting experience will be disqualified.</td><td>10%</td></tr>
<tr><td>Organizational Capability and Technical Resources - Availability of technical specialists, research support, and institutional advisory capability

Documentary requirements:
Organizational chart; resource allocation plan

A bidder who fails to submit the minimum documentary requirements</td><td>10%</td></tr>
</table>
</td><td>40</td><td>40%</td></tr>
</table>

	will be disqualified.			
	Quality of Past Performance - Availability of technical specialists, research support, and institutional advisory capability Documentary requirements: Certificates of satisfactory performance; references A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%		
	TOTAL	**40**		

For each category j:

$$S_{ij} = \min\left[5 + \left(\frac{X_{ij} - X_{j,\min}}{X_{j,\max} - X_{j,\min}} \times 5\right), 10\right]$$

Where:

- S_{ij} = score of bidder i for category j
- X_{ij} = weighted evaluation result of bidder i for that category
- $X_{j,\min}$ = lowest weighted evaluation result among qualified bidders for that category
- $X_{j,\max}$ = highest weighted evaluation result among qualified bidders for that category
- **5 points** = minimum score for a qualified bidder
- **10 points** = maximum score per category

Then at the bottom:

$$S_i = \sum_{j=1}^{4} S_{ij}$$

Maximum:

$$S_i = 40 \text{ points}$$

<table>
<tr>
<td>b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking</td>
<td>This criterion specifies the minimum work experience required for each assigned key personnel.

Failure of any proposed key personnel to meet the minimum qualification and documentary requirements shall result in disqualification of the bidder.

<table>
<tr><th>Key Personnel / Expertise Area; Minimum Years of Experience Required</th><th>Required Competencies</th><th>Minimum Documentary Requirements</th><th>Wgt</th></tr>
<tr><td>Project Director / Team Leader (All Phases)

Minimum 10 years relevant institutional advisory</td><td>Institutional investment advisory, strategic leadership, governance, stakeholder management</td><td>Signed CV; client certifications; list of similar engagements</td><td>5%</td></tr>
<tr><td>Strategic Asset Allocation and Investment Specialist (Phases 1-2)

Minimum 5 years institutional investment advisory</td><td>SAA, portfolio optimization, macroeconomic analysis, portfolio construction</td><td>Signed CV; sample SAA studies; certifications preferred</td><td>5%</td></tr>
<tr><td>Governance, Risk and Compliance Specialist (Phases 1-3)

Minimum 5 years governance/risk advisory</td><td>Governance, fiduciary oversight, compliance, risk management</td><td>Signed CV; governance framework samples</td><td>5%</td></tr>
<tr><td>Operating Model / Implementation Specialist (Phase 3)

Minimum 5 years institutional implementation</td><td>TOM design, workflow mapping, operational readiness</td><td>Signed CV; TOM/workflow samples</td><td>5%</td></tr>
</table>
</td>
<td>30</td>
<td>30%</td>
</tr>
</table>

Capacity Building and Knowledge Transfer Specialist (Phase 4) Minimum 5 years institutional capability-building	Training, mentoring, dashboards/ templates, workflow trackers	Signed CV; training modules; sample dashboards/ templates	5%	
Support Personnel (All Phases) Minimum 5 years institutional advisory	Experience as support in similar engagements	Signed CV; list of similar engagements	5%	
TOTAL			**30 %**	

For each personnel position k:

$$P_{ik} = 5\left[50\% + \left(\frac{Y_{ik} - Y_{k,\min}}{Y_{k,\max} - Y_{k,\min}} \times 50\%\right)\right]$$

Where:

- P_{ik} = score of bidder i for personnel position k
- Y_{ik} = relevant years of experience of the proposed personnel
- $Y_{k,\min}$ = minimum years required for that position
- $Y_{k,\max}$ = highest relevant years among qualified proposed personnel for that position
- Maximum per position = **5 points**
- Minimum qualified score = **2.5 points**

So, for example, for the **Project Director / Team Leader**:

$Y_{\min} = 10$

A person with exactly 10 qualifying years gets **2.5 points**, while the person with the highest qualifying years gets **5 points**.

Then the total Personnel Qualification score is simply:

$$P_i = \sum_{k=1}^{6} P_{ik}$$

$$P_i^{\max} = 30 \text{ points}$$

c. Current workload relative to capacity.	a. Workload capacity per personnel – 15 points This criterion shall be used to consider the bidder's capacity to manage the project: 1. No. of active consultancy projects. 2. No. of key personnel. The Q will be scored as follows: Q = 15 points *(Lowest ALP/ Actual ALP) Where ALP = a/b Lowest ALP = lowest calculated a/b b. Bidder Asset Under Advisory (AUA) – 15 points The Bidder must have Assets Under Advisory (AUA) of at least US$50 billion, or its equivalent in foreign currency. The Bidder shall submit a Certified Assets Under Advisory (AUA) Statement duly signed by the Head of Advisory or its equivalent and certified by the CEO, CFO, or other duly authorized officer, together with supporting client or engagement certifications, where applicable. $n_i = \min\left[50\% + \left(\frac{\mathrm{AUA}_i - 50B}{\mathrm{AUA}_{\max} - 50B} \times 100\%\right), 100\%\right]$ A Bidder with AUA below US$50 billion shall be disqualified.	30	30%
TOTAL		100	100%

Bidder(s) can get a maximum of 100 points and must obtain the **minimum total score of 50 points** at the shortlisting stage.

The bidder(s) shall meet the passing score in all criteria to be shortlisted. Failure to meet the passing score in any of the criteria will disqualify the bidder. Further, failure to meet the totalscore of at least **50** points will also disqualify the bidder.

6) Bidding will be conducted through competitive selection using non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of RA No. 12009.

   Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR.

7) The SSS shall evaluate bids to determine the Highest Rated Bid using the *Quality-Cost Based Evaluation/Selection (QCBE/QCBS)* procedure. The weights to be allocated for the Technical Proposal is Seventy percent (70%) and Financial Proposal is Thirty percent

(30%). The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

8) Short-Listing Documents must be received by the Bids and Awards Committee Secretariat Department (BACSD) at Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City on or before ***26 October 2026 (Monday), 02:00 p.m.***

9) The contract shall be completed within *twenty-four (24) months or two (2) years from receipt of the Notice to Proceed and signed contract.*

10) All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

11) The certification as to the current workload relative to capacity shall be made in accordance with the Instructions to Bidders in relation to TPF 5 therein.

12) The SSS warns the public and bidders against unscrupulous individuals or groups posing as SSS officers or employees and soliciting money, gifts, favors, or other benefits for alleged assistance or any purpose. DO NOT GIVE anything to these unscrupulous individuals or groups. The SSS enjoins the cooperation of the public and bidders in reporting such persons/groups to the SSS Bids and Awards Committee (BAC) and the BAC Secretariat.

13) The *SSS* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of RA No. 12009 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

14) For further information, please refer to:

    Rosalyn D. Azul-Condat
    Bids and Awards Committee Secretariat Department
    11th Flr., SSS Main Bldg., East Ave., Diliman, Quezon City
    Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420
    Email – ***bac@sss.gov.ph***

15) You may visit ***https://ww.sss.gov.ph/opportunities*** for downloading of Bidding Documents.

17 October 2026

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE

Section II. Short-Listing Documents

1) Short-listing Criteria

1.1 The following persons/entities shall be allowed to participate in the bidding for Consulting Services:

a) Duly licensed Filipino citizens/sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; or

e) Persons or entities forming themselves into a joint venture, *i.e.,* a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%), **subject to the latest foreign investment negative list.** For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

1.2 When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **SDS**.

1.3 If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the **SDS**.

1.4 Government Owned or - Controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2) Eligibility Requirements

2.1 The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. The following eligibility requirements, together with the Short-listing Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 of this Section for purposes of determining eligibility of prospective bidders:

a) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.

b) Statement of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the procurement project, within the

relevant period provided in the **SDS which shall not exceed ten (10) years.** The statement shall include, for each contract, the following:

i) the name and location of the contract;
ii) date of award of the contract;
iii) type and brief description of Consulting Services;
iv) consultant's role (whether main consultant, or partner in a JV)
v) amount of contract;
vi) contract duration; and
vii) certificate of satisfactory completion or equivalent specified in the **SDS** issued by the client, in the case of a completed contract.

c) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

d) [*If applicable*] the JVA in case the joint venture is already in existence, or in the absence of a JVA, a duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.

2.2 The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment or post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of the IRR, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

2.3 Prospective bidders may obtain a full range of expertise by associating with individual consultant/s and/or other consultants or entities through a JV. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with Filipino Consultants.

2.4 To facilitate the determination of eligibility, the BAC shall use the contents of the PhilGEPS electronic registry of manufacturers, suppliers, distributors, contractors, or consultants, in accordance with Section 20 of the IRR.

3) **Format and Signing of Short-listing Documents**

3.1 Prospective bidders shall submit their short-listing documents through their duly authorized representative on or before the deadline specified in Clause 5 of this Section.

3.2 The Short-listing Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the short-listing documents.

3.3 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4) **Sealing and Marking of Short-listing Documents**

4.1 Prospective bidders shall enclose their short-listing documents described in Clause 2.1, in a sealed envelope marked "SHORT-LISTING DOCUMENTS."

4.2 The short-listing documents as indicated in the **SDS** shall be signed by the prospective bidder or its duly authorized representative/s.

4.3 All envelopes shall:

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

4.4 Unsealed or unmarked envelopes or short-listing documents that cannot be opened or corrupted in case of online submission, as required in the Bidding Documents, shall be rejected. However, for manually submitted envelopes that are not properly sealed and marked as required in the Bidding Documents, the same shall be accepted; Provided, that the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for misplacement of the contents of the short-listing documents, or for its premature opening.

5) **Deadline for Submission of Short-listing Documents**

Short-listing documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through online submission on or before the date and time indicated in the **SDS.**

6) **Late Submission of Short-listing Documents**

Any short-listing documents submitted after the deadline for submission and receipt prescribed in Clause 5 of this Section shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of short-listing documents, the Bidder's name, its representative and the time the short-listing documents were submitted late.

7) **Modification and Withdrawal of Short-listing Documents**

7.1 The prospective bidder may modify its short-listing documents before the deadline for the submission and receipt of short-listing documents. For manual submission and receipt of short-listing documents, the prospective bidder shall not be allowed to retrieve its short-listing documents but shall be allowed to submit the modification to the short-listing documents equally sealed, properly identified, linked to its bid

marked as “SHORT-LISTING MODIFICATION” and stamped “received” by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened. For online submission, where bidders modify their short-listing documents, they shall not be allowed to retrieve their short-listing documents but shall only be allowed to submit the short-listing modification equally secured and properly identified, and it shall be labelled as a “modification” of the one previously submitted. The time indicated in the latest short-listing receipt page generated shall be the official time of submission. Short-listing documents submitted after the deadline shall not be accepted.

7.2 A prospective bidder may, in writing, withdraw its short-listing documents before the deadline for the submission and receipt of short-listing documents.

7.3 Short-listing documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its short-listing documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the short-listing documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of short-listing documents.

8) Opening and Preliminary Examination of Short-listing Documents

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

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

8.3 Letters of withdrawal shall be read out and recorded during the opening of short-listing documents and the envelope containing the corresponding withdrawn short-listing documents shall be returned unopened to the withdrawing prospective bidder.

8.4 The short-listing documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:

a) the name of the prospective bidder;
b) whether there is a modification or substitution; and
c) the presence or absence of each document comprising the short-listing documents vis-à-vis a check of the required documents.

8.5 The eligibility of each prospective bidder shall be determined by examining each bidder’s eligibility requirements or statements against a checklist of requirements, using non-discretionary “pass/fail” criterion, as stated in the Request for Expression of Interest, and shall be determined as either “eligible” or “ineligible.” If a prospective bidder submits the specific short-listing document required, it shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular eligibility requirement concerned. If a

prospective bidder is rated “passed” for all the eligibility requirements, it shall be considered eligible to participate in the bidding, and the BAC shall mark the set of short-listing documents of the prospective bidder concerned as “eligible.” If a prospective bidder is rated “failed” in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of short-listing documents of the prospective bidder concerned as “ineligible.” In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9) Short-Listing of Consultants

9.1 Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **SDS** shall be considered for short-listing.

9.2 The BAC shall draw up the short-list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **SDS**.

9.3 Short-listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short-Listing issued by the BAC.

10) Protest Mechanism

Decisions of the Procuring Entity at any stage of the procurement process may be protested to the HoPE; Provided, That a prior request for reconsideration should have been filed by the party concerned to the BAC and the same has been resolved.

Section III. Short-listing Data Sheet

Short-listing Data Sheet

Short-listing Documents	
1.2	Types and fields of Consulting Services that will be performed include institutional investment advisory services covering strategic and tactical asset allocation, portfolio construction, investment policy and governance, target operating model development, implementation support, investment operations, portfolio monitoring, institutional capacity building, and related advisory services.
1.3	Foreign consultants may be eligible to participate in this Project, subject to the following conditions to be complied within ten (10) calendar days upon receipt of the Notice of Award: a) must be registered with the SEC and/or any agency authorized by the laws of the Philippines; b) when the types and fields of Consulting Services in which the foreign consultant wishes to engage involve the practice of regulated professions, the foreign consultant must be authorized by the appropriate GoP professional regulatory body specified in Clause 1.2 to engage in the practice of those professions and allied professions: *Provided, however*, That the limits of such authority shall be strictly observed.
2.1 (b)	The statement of all ongoing and completed government and private contracts shall include all such contracts within the past five (5) years prior to the deadline for the submission and receipt of short-listing documents.
2.1 (b) (vii)	Acceptable proof of satisfactory completion shall include a Certificate of Completion with Satisfactory Performance, Certificate of Acceptance, Certificate of Satisfactory Performance, Performance Evaluation Report, Final Acceptance Certificate, or any other equivalent document issued by the client evidencing the satisfactory completion of the contract.
4.2	Each prospective bidder shall submit one (1) original and two (2) duplicate copies (Copy 1 and Copy 2) of its short-listing documents. **Legal Documents** i) Short-Listing Documents Submission Form. ii) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of this IRR. Procurement to be performed overseas shall be subject to the Guidelines issued by the GPPB. **For Joint Venture:** Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration and Membership in accordance with Section 52.2 (b) of the 2025 IRR of RA 12009. The submission of technical and financial short-listing documents by any of the joint venture partners constitutes compliance.

Technical Documents

iii) Statement of all its completed government and private contracts within five (5) years prior to the deadline for the submission and receipt of short-listing documents

a. the name and location of the contract;
b. date of award of the contract;
c. type and brief description of consulting services;
d. consultant's role (whether main consultant, sub-consultant, or partner in a JV)
e. amount of contract
f. contract duration.
g. Certificate of Satisfactory Completion issued by the client; or
h. Certificate of Acceptance; or
i. Official Receipt(s) reflecting final payment for the contract to be submitted.

iv) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid, within five (5) years prior to the deadline for the submission and receipt of short-listing documents.

a. the name and location of the contract;
b. date of award of the contract;
c. type and brief description of consulting services;
d. consultant's role (whether main consultant, sub-consultant, or partner in a JV)
e. amount of contract
f. contract duration.

v) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae (form Supplied).

Aside from the required key personnel who will be assigned to the project, the Consultant is also required to enumerate all technical personnel/professionals that are employed by the Consultant, either as a regular employee or on a per-project basis.

Class "B" Document

If applicable, a duly signed and notarized Joint Venture Agreement (JVA) in case the Joint Venture is already in existence; or

	Duly notarized statements from all the potential Joint Venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that bid is successful. The Certified Aggregate Assets Under Advisory (AUA) Statement confirming an Aggregate AUA of at least US$50 billion (or its equivalent in foreign currency), duly certified by the Chief Executive Officer (CEO), Chief Financial Officer (CFO), or other authorized officer of the Consultant (Refer to Annex "A") shall likewise be submitted, in addition to the documentary requirements prescribed under RA No. 12009, its IRR, and the Shortlisting Data Sheet (SDS), where applicable.
4.3 (c)	The Social Security System's Bids and Awards Committee shall be the addressee of this Project.
4.3 (d)	**Project Title:** Engagement of a Global Investment Consultant for SSS' Global Investment **Project Identification No.:** REI-NGPA-SSS-Consulting-2026-008 **Approved Budget for the Contract (ABC):** ₱50,000,000.00 **bv:** Investment Income
5	The address for submission of short-listing documents: **Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City.** The deadline for submission of short-listing documents: **26 October 2026 (Monday), 02:00 p.m.**
8.1	The place of opening of short-listing documents is **Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City** The date and time of opening of short-listing documents: **26 October 2026 (Monday), 02:00 p.m.**
9.1	Similar contracts shall refer to institutional investment advisory engagements involving strategic asset allocation, portfolio construction, investment governance, target operating model development, investment implementation support, portfolio risk management, institutional capacity building, or other comparable institutional investment advisory services for pension funds, sovereign wealth funds, social security institutions, insurance companies, central banks, government investment institutions, or other institutional investors.

9.2

The following criteria and rating system shall be used for the short listing of consultants:

Criteria		Maximum Scores
a.	Applicable Work Experience of the Consultant	40 points
b.	Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	30 points
c.	Current workload relative to capacity	30 points
	Total =	100 points

a. Applicable Work Experience of the Consultant

Criteria Category	**Weight**
Similar Global Investment and Financial Advisory Engagements - Experience in foreign investments, SAA, portfolio construction, governance advisory, and operational readiness Documentary requirements: Engagement summaries; sample deliverables A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%
Institutional Experience and Track Record - Experience in pension fund, sovereign wealth fund, social security fund, or institutional investment advisory engagements ≥ 5 years institutional consulting experience Documentary requirements: Company profile; project references; client certifications A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%
Organizational Capability and Technical Resources - Availability of technical specialists, research support, and institutional advisory capability Documentary requirements: Organizational chart; resource allocation plan A bidder who fails to submit the minimum documentary requirements and with less than 5 years institutional consulting experience will be disqualified.	10%
Quality of Past Performance - Availability of technical specialists, research support, and institutional advisory capability Documentary requirements: Certificates of satisfactory performance; references A bidder who fails to submit the minimum documentary	10%

requirements will be disqualified.	
TOTAL	**40**

For each category j:

$$S_{ij} = \min\left[5 + \left(\frac{X_{ij} - X_{j,\min}}{X_{j,\max} - X_{j,\min}} \times 5\right), 10\right]$$

Where:

- S_{ij} = score of bidder i for category j
- X_{ij} = weighted evaluation result of bidder i for that category
- $X_{j,\min}$ = lowest weighted evaluation result among qualified bidders for that category
- $X_{j,\max}$ = highest weighted evaluation result among qualified bidders for that category
- **5 points** = minimum score for a qualified bidder
- **10 points** = maximum score per category

Then at the bottom:

$$S_i = \sum_{j=1}^{4} S_{ij}$$

Maximum:

$$S_i = 40 \text{ points}$$

b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking

Key Personnel / Expertise Area; Minimum Years of Experience Required	Required Competencies	Minimum Documentary Requirements	Wgt
Project Director / Team Leader (All Phases) Minimum 10 years relevant institutional advisory experience	Institutional investment advisory, strategic leadership, governance, stakeholder management	Signed CV; client certifications; list of similar engagements	5%

Strategic Asset Allocation and Investment Specialist (Phases 1-2) Minimum 5 years institutional investment advisory experience	SAA, portfolio optimization, macroeconomic analysis, portfolio construction	Signed CV; sample SAA studies; certifications preferred	5%
Governance, Risk and Compliance Specialist (Phases 1-3) Minimum 5 years governance/risk advisory experience	Governance, fiduciary oversight, compliance, risk management	Signed CV; governance framework samples	5%
Operating Model / Implementation Specialist (Phase 3) Minimum 5 years institutional implementation experience	TOM design, workflow mapping, operational readiness	Signed CV; TOM/workflow samples	5%
Capacity Building and Knowledge Transfer Specialist (Phase 4) Minimum 5 years institutional capability-building experience	Training, mentoring, dashboards/ templates, workflow trackers	Signed CV; training modules; sample dashboards/ templates	5%
Support Personnel (All Phases) Minimum 5 years institutional capability-building experience	Experience as support in similar engagements	Signed CV; list of similar engagements	5%
TOTAL			30%

For each personnel position k:

$$P_{ik} = 5\left[50\% + \left(\frac{Y_{ik} - Y_{k,\min}}{Y_{k,\max} - Y_{k,\min}} \times 50\%\right)\right]$$

Where:

- P_{ik} = score of bidder i for personnel position k
- Y_{ik} = relevant years of experience of the proposed personnel
- $Y_{k,\min}$ = minimum years required for that position
- $Y_{k,\max}$ = highest relevant years among qualified proposed personnel for that position
- Maximum per position = **5 points**
- Minimum qualified score = **2.5 points**

So, for example, for the **Project Director / Team Leader**:

$Y_{\min} = 10$

A person with exactly 10 qualifying years gets **2.5 points**, while the person with the highest qualifying years gets **5 points**.

Then the total Personnel Qualification score is simply:

$$P_i = \sum_{k=1}^{6} P_{ik}$$

$$P_i^{\max} = 30 \text{ points}$$

c. Current workload relative to capacity.

a. Workload capacity per personnel This criterion shall be used to consider the bidder's capacity to manage the project: 1. No. of active consultancy projects. 2. No. of key personnel. The Q will be scored as follows: Q = 15 points *(Lowest ALP/ Actual ALP) Where ALP = a/b Lowest ALP = lowest calculated a/b Failure to provide information on the above criterion shall disqualify the bidder.	15%

	b. Bidder Asset Under Advisory (AUA) This criterion shall be used to assess the bidder's demonstrated capacity and experience in managing advisory engagements of comparable scale. The Bidder must have Assets Under Advisory (AUA) of at least US$50 billion, or its equivalent in foreign currency. The Bidder shall submit a Certified Assets Under Advisory (AUA) Statement duly signed by the Head of Advisory or its equivalent and certified by the CEO, CFO, or other duly authorized officer, together with supporting client or engagement certifications, where applicable. $$n_i = \min\left[50\% + \left(\frac{\mathrm{AUA}_i - 50B}{\mathrm{AUA}_{\max} - 50B} \times 100\%\right), 100\%\right]$$ A Bidder with AUA below US$50 billion shall be disqualified.	15%
	TOTAL	30%

ANNEX "A"

[Bidder's Letterhead]

CERTIFICATION OF AGGREGATE ASSETS UNDER ADVISORY (AUA)

Date: _____
To: **The Bids and Awards Committee**
[Name of Procuring Entity]

This is to certify that **[Name of Bidder]** has an **Aggregate Assets Under Advisory (AUA)** amounting to **US$ _____**(or its equivalent in foreign currency) as of **_____**.

The Aggregate Assets Under Advisory (AUA) stated herein represents the total value of assets for which the **Bidder** provides investment advisory and/or consulting services to institutional clients.

Issued this ____ day of _____ 20____.

Certified by:

(Signature over Printed Name)
Name of Certifying Officer
Position
(Chief Executive Officer, Chief Financial Officer, or Authorized Officer)

For and on behalf of:
[Name of Bidder]

Part II

Section I. Notice of Eligibility and Short-Listing

[Insert Date]

[Name and Address of Short-Listed Consultant]

Dear *[Addressee]*:

1) The *SOCIAL SECURITY SYSTEM*, through the *2026 Annual Procurement Plan with Code (PAP) 2026-2963 under Investment Income* toward the cost of *Engagement of Investment Consultant for SSS' Global Investments*. The Procuring Entity intends to apply a portion of the funds in the amount of *Fifty Million Pesos (₱50,000,000.00)* to eligible payments under the contract for *Engagement of Investment Consultant for SSS' Global Investments* for which the Bidding Documents are issued.

2) The Procuring Entity now invites bids to provide the following Consulting Services: *Engagement of Investment Consultant for SSS' Global Investments.* More details on the services are provided in the Terms of Reference for the project.

3) The Consultant shall be selected and employed in accordance with *Quality-Cost Based Evaluation/Selection (QCBE/QCBS)* procedures as described in the Bidding Documents.

4) ..... This notice has been addressed to the following short-listed consultants:
[Insert list of short-listed consultants]

5) .....This invitation is non-transferable and may not be assigned to any other consultant.

6) .....The Bidding Documents may be acquired at *Bids and Awards Committee Secretariat Department, 11th Flr., SSS Main Bldg., East Ave., Diliman, Quezon City* during *Monday to Friday, 8:00 a.m. to 5:00 p.m.* upon payment of the applicable fee for the Bidding Documents, in the amount of ₱25,000.00.

7) The *SSS* will hold a Pre-Bid Conference *on* _____ *at Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City and/or through video conferencing via Microsoft Teams,* which shall be open to all short-listed consultants.

8) Bid documents must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or online submission on or before [*date and time*].

Yours sincerely,

_____
[Insert signature, name, and title of the Procuring Entity's Representative]

Philippine Bidding Documents

Republic of the Philippines

Engagement of Investment Consultant for SSS' Global Investments

Section II. Instructions to Bidders

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A. General

1) Scope of Bid

1.1 The Procuring Entity named in the **BDS** shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short-listed, in accordance with the evaluation procedure specified in the **BDS**. The identification number shall be specified in the **BDS**.

1.2 Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.

2) Source of Funds

The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.

3) Requirements Prior to Bidding

3.1 Consultants must familiarize themselves with the local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 9. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.

3.2 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive, or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 4.1.

4) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

4.1 Unless otherwise specified in the **BDS**, the Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:

i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

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

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

v) “obstructive practice” is

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

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

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Consultant recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

4.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on

individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 4.1(a).

4.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 52.

5) Conflict of Interest

5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (i) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other bidder;

c) A Bidder has the same legally authorized representative as that of another bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the bid of another bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid;

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

g) If a Bidder combines the function of consulting with those of contracting and/or supply of equipment for the same Project;

h) If a Bidder is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Bidder includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that

may emerge from the Project (including bidding for any part of the future project). The contract with the Bidder selected to undertake the Project shall contain an appropriate provision to such effect; or

i) If there is a conflict among consulting projects, the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder shall not be recruited for the relevant project. The duties of the Bidder depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Bidder cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Bidder. Examples of the situations mentioned are when a Bidder engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Bidder assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Bidder hired to prepare the Terms of Reference (TOR) for a project shall not be recruited for the project in question.

5.2 All Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the Head of the Procuring Entity (HoPE), Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit, or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat, and the project consultants.[1]

5.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the 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 or partner/s, as well as a person or 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 suspension or blacklisting; and

[1] Section 81.1 of the IRR.

e) In the case of corporations, a single stockholder, together with their 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 chairperson 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 that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5.4 Subject to the provisions of **ITB** Clause 5, any previous or ongoing participation by the Bidder, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. The Bidder should clarify their situation in that respect with the Procuring Entity before preparing its bid.

5.5 Bidders are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing laws, rules, and regulations, such as those of the Civil Service Commission.

5.6 Fairness and transparency in the selection process require that all Bidders have an equal opportunity to compete, and that no Bidder derives an unfair advantage from having previously provided consulting services related to the Project. To uphold fairness, the Procuring Entity shall ensure that all information which could provide a competitive advantage is disclosed equally to all short-listed Consultants, together with the Bidding Documents.

6) Eligible Bidders

6.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Consulting Services, the following persons shall be eligible to participate in this bidding:

a) Duly licensed Filipino citizens or sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, That Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

6.2 Foreign Bidders may be eligible to participate if local consultants do not have sufficient expertise, capability, and capacity to render the services required under the project, as determined by the HoPE, in accordance with Section 52.4.3.3 of the IRR.

6.3 GOCCs may be eligible to participate if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

7) Bidder's Responsibilities

7.1 The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in **Section VII.** PBD Related Forms as required in **ITB** Clause 12.2(e).

7.2 Before submitting their bids, the Consultants are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts, and regulations of the Philippines which may affect this Project in any way.

7.3 The Consultant undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for this Project, if any;

d) Complied with the responsibility to inquire or secure Supplemental Bid Bulletin(s) as provided under ITB Clause 9.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or local government units (LGUs), including foreign government, or foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, to sign and execute the ensuing contract, accompanied by the duly notarized Special

Power of Attorney, Board or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Sections 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Consultant undertook the responsibility to:

   i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules, and regulations; or collective bargaining agreement; or arbitration award, if and when applicable. In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, the Consultant agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

   ii) Comply with Occupational Safety and Health Standards (OSHS) to correct deficiencies, if any.

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

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

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

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project; and

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, is correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

7.4 Further, the Consultant shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

7.5 Furthermore, the Consultant should be aware that the Procuring Entity will accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

8) Origin of Associated Goods

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

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Consultant's questions on the technical and financial components of this Project.

9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the short-listed Consultants.

9.3 Consultants are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Consultant will in no way prejudice its bid, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded and the corresponding minutes prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarifications and Amendments to Bidding Documents

10.1 Short-listed Consultants may request for clarification on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or through the electronic mail indicated in the **BDS** or through the electronic bidding facility in the modernized PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

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

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section

20.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical Proposal

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

a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.

b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the BDS shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Bidder.

c) Proposed professional staff must, at a minimum, have the experience indicated in the BDS, preferably working under conditions similar to those prevailing in the Republic of the Philippines.

d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

12.2 The Technical Proposal shall contain the following information/documents:

a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. PBD Related Forms (TPF 1).

b) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.

c) Bid security as prescribed in ITB Clause 16, and validity period under ITB Clause 15.

d) Information indicated in the paragraphs below must be provided by the Consultant and each partner, if any, following the formats described in the Technical Proposal Forms:

i) A brief description of the organization and outline of recent experience of the Consultant and each partner, if any, on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate among other things, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners but can be claimed by the individuals themselves in their CVs.

Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality or effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that the work required to implement any such improvements is included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the Project.

iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.

iv) An organization chart of the key and support staff indicating their tasks in the project using TPF 5. Team Composition and Task.

v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.

vi) The Procuring Entity requires that each expert confirm that the content of its CV is correct, and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:

    1. is proposed for a domestic position but is not a Filipino citizen;
    2. failed to state nationality on the CV; or
    3. the CV is not signed in accordance with paragraph (v) above.

vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts

are working in the project office and when they are working at locations away from the project office.

viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.

e) Omnibus Sworn statement[2] and using the form prescribed in Section VII. Philippine Bidding Document .

13) Documents Comprising the Bid: Financial Proposal

13.1 All information provided in the Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted manually or through online submission using the format shown in the Financial Proposal Forms.

13.2 The Financial Proposal requires the completion of two (2) forms: FPF 1. Financial Proposal Submission Form and FPF 2. Summary of Costs. FPF 1 shall serve as the covering letter of the Financial Proposal. FPF 2 shall present the costs of Consulting Services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

13.3 Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the Consulting Services.

13.4 The list of experts and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.

13.5 The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.

13.6 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

13.7 Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the ABC, shall not be considered.

[2] Section 54.3 of the IRR.

14) Bid Currencies

14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies, which shall be tradeable or acceptable by the *Bangko Sentral ng Pilipinas* (BSP), shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.[3]

14.2 If so allowed in accordance with **ITB** Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. The bid security described in **ITB** Clause 16 should also be extended corresponding to the extension of the bid validity period at the least. Consultants, however, shall have the right to refuse to grant such extension without forfeiting their bid security. A Consultant granting the request shall not be required or permitted to modify its bid.

16) Bid Security

16.1 The Consultant, at its option, shall submit a bid security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)

[3] RA No. 8183, An Act to Assure Uniform Value to Philippine Coin and Currency.

b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Percentage not applicable

The bid security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the Consultant is required to extend its bid validity for grounds as provided in the IRR, the Consultant may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement for its bid security; Provided, That the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the bid security of the successful Consultant will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 16.2.

16.5 The bid security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:

a) if the Consultant:

i) Withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;

ii) Does not accept the correction of errors pursuant to **ITB** Clause 13.7;

iii) Has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 28.2;

iv) Submits eligibility requirements containing false information or falsified documents;

v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;

vi) Allows the use of one's name, or uses the name of another for purposes of participating in any procurement activity;

vii) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor;

xi) Commits other acts that tend to defeat the purpose of the Competitive Bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching, and Limited Source Bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year, except for valid reasons; or

b) if the winning Consultant:

i) Fails to sign the contract in accordance with **ITB** Clause 32;

ii) Fails to furnish performance security in accordance with **ITB** Clause 33; or

iii) Any other reason stated in the **BDS.**

17) Format and Signing of Bids

17.1 Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. PBD Related Forms on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical proposal, including the eligibility requirements, and the second shall contain the financial proposal.

17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted.

17.3 Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section VII hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.

17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

18) Sealing and Marking of Bids

18.1 Consultants shall enclose their technical proposal, described in **ITB** Clause 12, in a sealed envelope marked "TECHNICAL PROPOSAL", and the financial proposal in another sealed envelope marked "FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "BID".

18.2 The bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Consultant or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Consultant in capital letters;

c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18;

d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with **ITB** Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked as required in the Bidding Documents, the same shall be accepted; Provided, That the Consultant or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Consultant's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Consultants may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, and marked as a "modification" thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

b) For online submission of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification, modify their bid, they shall not be allowed to retrieve their original bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Consultants may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Consultants may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Consultants that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

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

E. Evaluation and Comparison of Bids

22) Opening and Preliminary Examination of Bids

22.1 Only bids from short-listed Consultants shall be opened and considered for award of contract. These short-listed Consultants, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted short-listed documents remains correct as of the date of bid submission.

22.2 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted bids and reschedule the opening of bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

22.3 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the Consultant waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the Consultant immediately.

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

22.5 The Consultants or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

23) Process to be Confidential

23.1 The members of the BAC, its staff and personnel, the BAC Secretariat, and the TWG, as well as the Observers, are prohibited from making or accepting any communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of short-listed Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.

23.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

24) Clarification of Bids

From submission and receipt of bids until the approval by the HoPE of the ranking of short-listed bidders, those that have submitted their bids are prohibited from making any communication with any BAC member, including its staff and personnel, as well

as its Secretariat and TWG, regarding matters connected to their bids. However, the BAC, through its Secretariat, may ask the Consultant in writing for clarification of its bid. All responses to requests for clarification shall be in writing.

25) Bid Evaluation

25.1 For the evaluation of bids, numerical ratings shall be used to determine the Highest Rated Bid (HRB). In order to eliminate bias in evaluating the bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.

25.2 For complex or unique undertakings, such as those involving new concepts or technology, or financial advisory services, participating short-listed Consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.

25.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of proposals. The bid with the highest rank shall be identified as the HRB. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

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

26) Evaluation of Technical Proposal

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

26.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 12 and responsiveness to the TOR using the following criteria:

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

b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current or impending projects and attention to be given by the Consultant. The experience of the Consultant to the Project shall consider both the overall experiences of

the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan of approach, and the quality of interpretation of project problems, risks, and suggested solutions.

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

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

a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 19);

b) failure to submit any of the technical requirements provided under this ITB and TOR;

c) the Consultant that submitted a bid or the Consultant that submitted a bid or any of its partners belongs to one of the conflict of interest cases as described in ITB Clauses 5.1(a) to (i) and failed to make a proper statement to that effect in the cover letter; or

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

27) Opening and Evaluation of Financial Proposals

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

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

28) Negotiations

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

28.2 Negotiations shall cover the following:

a) Discussion and clarification of the TOR and Scope of Services;

b) Discussion and finalization of the methodology and work program proposed by the Consultant;

c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

d) Discussion on the services, facilities, and data, if any, to be provided by Procuring Entity concerned;

e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and

f) Provision of the contract.

Except for meritorious reasons, negotiations with the Consultant shall be completed within ten (10) calendar days.

28.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. There should be no replacement of key personnel before the awarding of contract, except for any delay caused by the Procuring Entity, or for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation; Provided, That it is duly supported by relevant certificates. The BAC shall immediately consider negotiation with the next-ranked consultant if an unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has awarded, no replacement shall be allowed by the HoPE until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

28.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be made to maximizing the value offered by the Consultant within the available budget and to clearly defining the input required by the Procuring Entity to ensure satisfactory implementation of the Project.

28.5 The amount indicated in the financial proposal shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the financial proposal and the ABC as stated in the Bidding Documents" for quality-based evaluation procedure.

28.6 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall affix their initials in the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

29) Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the HRB complies with and is responsive to all the requirements and conditions specified in the Short-listing Documents and **ITB** Clauses 12 and 13. The Consultant, within five (5) calendar days from receipt of notice from the BAC that it submitted the HRB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

29.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Consultant for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security.

29.3 During post-qualification, the BAC shall verify and validate the veracity, authenticity, and validity of all the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership), and all the other statements made, and documents submitted by the Consultant with the HRB, using non-discretionary criteria, as stated in the Bidding Documents.

29.4 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days from the completion of the negotiation with the Consultant that submitted the HRB. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall it exceed thirty (30) calendar days.

29.5 If the BAC determines that the Consultant with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB and recommend to the HoPE the award of contract to the said Bidder at bid price or its negotiated price, whichever is lower, and subject to compliance with **ITB** Clause 31.3.

29.6 If the BAC determines that the bidder with the HRB fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

29.7 Immediately after the BAC has notified the first Consultant of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Consultant with the second HRB. If the second Consultant passes the post-qualification and provided that the request for reconsideration of the first Consultant has been denied, the second Consultant shall be post-qualified as the Consultant with the HRB. If the second Consultant, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Consultant with the next HRB, and so on, until the HRRB is determined for award, subject to the procedure of Notice and Execution of Award.

In case of post-disqualification of the Consultant with the HRB, the BAC shall be given the same fresh period to conduct the post-qualification of the next HRB until a Consultant is post-qualified or failure of bidding is declared based on Section 64 of the IRR.

29.8 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the HRRB and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

29.9 In case of approval, HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Consultant with the HRRB.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Consultant. A request for reconsideration may filed by the Consultant with the HoPE within three (3) calendar days from receipt of the notice of disapproval. The HoPE shall resolve with finality the request for reconsideration within seven (7) calendar days from the filing thereof and furnish the bidder a copy of the resolution immediately from its promulgation. In no case shall the request for reconsideration stay or delay the bidding process. However, the request for reconsideration must first be resolved before any award is made.

30) Reservation Clause

30.1 Notwithstanding the eligibility, short-listing, or post-qualification of a Consultant and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements.

b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the HoPE or its duly authorized representative reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders

themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the law or in following the prescribed bidding procedures; or

c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

31) Contract Award

31.1 Subject to **ITB** Clause 29, the HoPE or its authorized representative shall award the contract to the Consultant whose bid has been determined to be the HRRB.

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

31.3 Within ten (10) calendar days from receipt by the winning Consultant of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) SEC Certificate of Registration of the foreign corporation, or the SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate government agency or professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.

b) Posting of the performance security in accordance with **ITB** Clause 33;

c) Signing of the contract as provided in **ITB** Clause 32.

32) Signing of the Contract

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

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

32.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Consultant's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.,* Consultant's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33) Performance Security

33.1 To guarantee the faithful performance of its obligations under the contract, the winning Consultant shall post a performance security, prior to the signing of the contract. Furthermore, the winning Consultant shall be required to update the performance security posted prior to the issuance of a contract amendment, if any.

33.2 Sectors enumerated under Section 76.1[4] of the IRR are allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

33.3 The performance security shall be in the form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the

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[4] Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less the Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a bank; *For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)
b) *Bank draft or guarantee or irrevocable Letter of Credit issued by a bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.*	
c) *Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.*	Thirty percent (30%)

33.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Consultant is in default in any of its obligations under the contract.

34) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Consultant not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

35) Protest Mechanism

Decision of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><td>ITB Clause</td><td></td></tr>
<tr><td>1.1</td><td>The Procuring Entity is Social Security System.

The evaluation procedure is Quality Cost Based Evaluation/Selection (QCBE/QCBS)

The identification number of the Contract is REI-NGPA-SSS-Consulting-2026-008.</td></tr>
<tr><td>1.2</td><td>Engagement of Investment Consultant for SSS' Global Investment will provide investment advisory and technical support in the development of strategic asset allocation, portfolio construction, investment governance, target operating model, implementation framework, institutional capability building, and other advisory services necessary to support the implementation of the program.</td></tr>
<tr><td>1.3</td><td>If the Project is to be phased, insert a description of the phases here, referring to the TOR as necessary.

<table>
<tr><th>Year of Engagement</th><th>Phase</th><th>Component</th><th>Time Frame
(in months)</th></tr>
<tr><td rowspan="5">Year 1</td><td>0</td><td>Initialization and Mobilization</td><td>2</td></tr>
<tr><td>1</td><td>Strategic Asset Allocation and Diagnostics</td><td>4</td></tr>
<tr><td>2</td><td>Portfolio Construction and Manager Framework</td><td>4</td></tr>
<tr><td>3</td><td>Target Operating Model and Implementation Setup</td><td>4</td></tr>
<tr><td>4</td><td>Capacity Building and Knowledge Transfer</td><td>5</td></tr>
<tr><td>Years 1 to 2</td><td>5</td><td>Advisory and Ongoing Support</td><td>5</td></tr>
<tr><td>End-Year 2</td><td>6</td><td>Templates & Systems Development</td><td>Within the timeline of the project</td></tr>
<tr><td colspan="3">Total Duration and Total Estimated Cost</td><td>24</td></tr>
</table>
*Time frame is in months from receipt of NTP and signed contract</td></tr>
<tr><td>2</td><td>The Funding Source is: 2026 Annual Procurement Plan under Investment Income included in the Update of the month of September (18th Update) with Code (PAP) 2026-2963

The name of the project is: Engagement of a Global Investment Consultant for SSS' Global Investment.</td></tr>
<tr><td>4.1</td><td>No further instructions.</td></tr>
<tr><td>8</td><td>No further instructions.</td></tr>
<tr><td>9.1</td><td>The SSS will hold a pre-bid conference for this Project. The date and venue will be announced after the submission of the eligibility</td></tr>
</table>

<table>
<tr><td></td><td>requirements.</td></tr>
<tr><td>10.1</td><td>The Procuring Entity’s address is:

SOCIAL SECURITY SYSTEM
East Ave., Diliman, Quezon City

ROSALYN D. AZUL-CONDAT
Bids and Awards Committee Secretariat Department
11th Flr., SSS Main Bldg., East Ave., Diliman, Quezon City
Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420
Email – <u>bac@sss.gov.ph</u></td></tr>
<tr><td>12.1(b)</td><td>Not applicable.</td></tr>
<tr><td>12.1(c)</td><td>The minimum required experience of proposed professional staff is as follows:

<table>
<tr><th>Key Personnel / Expertise Area</th><th>Primary Deliverables Covered</th><th>Minimum Qualification Threshold</th></tr>
<tr><td>Project Director / Team Leader</td><td>All Phases</td><td>Minimum 10 years relevant institutional advisory experience</td></tr>
<tr><td>Strategic Asset Allocation and Investment Specialist</td><td>Phases 1–2</td><td>Minimum 5 years institutional investment advisory experience</td></tr>
<tr><td>Governance, Risk and Compliance Specialist</td><td>Phases 1–3</td><td>Minimum 5 years governance/risk advisory experience</td></tr>
<tr><td>Operating Model / Implementation Specialist</td><td>Phase 3</td><td>Minimum 5 years institutional implementation experience</td></tr>
<tr><td>Capacity Building and Knowledge Transfer Specialist</td><td>Phase 4</td><td>Minimum 5 years institutional capability-building experience</td></tr>
</table>
</td></tr>
<tr><td>13.5</td><td>All applicable taxes should be included in the bid. Consultant should also anticipate implementation of any tax measure to be imposed by the Government and to consider such in their proposal.</td></tr>
<tr><td>13.7</td><td>The ABC is fifty million pesos (₱50,000,000.00). Any bid with a financial component exceeding this amount shall not be accepted.</td></tr>
<tr><td>14.1</td><td>The bid prices shall be quoted in Philippine Peso.</td></tr>
<tr><td>14.3</td><td>No further instructions.</td></tr>
<tr><td>15.1</td><td>Bids will be valid for One Hundred Twenty (120) calendar days from bid opening.</td></tr>
</table>

<table>
<tr><td>16.1</td><td>The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following:

<table><tr><th>Form of Bid Security</th><th>Amount of Bid Security (Not less than the Percentage of the ABC)</th></tr><tr><td>Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td><td>Two percent (2%)
or
₱1,000,000.00</td></tr><tr><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td><td>Five percent (5%)
or
₱2,500,000.00</td></tr></table></td></tr>
<tr><td>16.2</td><td>The bid security shall be valid for 120 calendar days from the date of the submission and opening of bids.</td></tr>
<tr><td>16.3</td><td>Substitution of the bid security is not allowed.</td></tr>
<tr><td>16.5(b)(iii)</td><td>No further instructions.</td></tr>
<tr><td>18.2</td><td>No further instructions.</td></tr>
<tr><td>19</td><td>The address for the submission of bids is Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City

The deadline for submission of bids is indicated in the Bid Bulletin.</td></tr>
<tr><td>22.2</td><td>The place of the bid opening is Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City.

The date and time for opening of bids is indicated in the Bid Bulletin.</td></tr>
<tr><td>23.1</td><td>No further instructions.</td></tr>
<tr><td>26.1</td><td>The following processes for the opening and evaluation of bids shall be adopted:

a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 26.2. The financial proposals of the
b)
c) consultants who meet the minimum technical score shall then be opened.

d) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The exact weights shall be approved by the HoPE upon the recommendation of the BAC and indicated in the Bidding Documents. The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the HRB.</td></tr>
</table>

e) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

f) After approval by the HoPE of the HRB, the BAC shall, within three (3) calendar days, notify and invite the Consultant with the HRB for negotiation in accordance with **ITB** Clause 28.

26.3 The numerical weight and the minimum required St for each criterion are as follows:

A. Technical Proposal

The Technical Proposal shall be evaluated using the Quality-Cost Based Evaluation (QCBE) methodology under RA 12009 and its applicable IRR. Evaluation shall consider the following major criteria:

Technical Criteria	Description	Weight
a. Experience and Capability of the Consultant	Evaluation of institutional consulting experience, organizational capability, technical resources, and quality of past performance	40%
b. Quality of Personnel to be Assigned to the Project	Evaluation of qualifications, competencies, institutional advisory experience, and technical capability of proposed personnel	30%
c. Plan of Approach and Methodology	Evaluation of implementation strategy, methodology, governance framework, work plan, risk management approach, and sustainability strategy	30%
TOTAL TECHNICAL SCORE		100%

a. Experience and Capability of the Consultant

Criteria Category	Evaluation Considerations	Minimum Documentary Requirements	Weight
Similar Global Investment and Financial Advisory Engagements	Experience in foreign investments, SAA, portfolio construction, governance advisory, and operational readiness	Engagement summaries; sample deliverables	10%
Institutional Experience and Track Record	Experience in pension fund, sovereign wealth fund, social security fund, or institutional investment advisory engagements ≥ 5 years institutional consulting experience	Company profile; project references; client certifications	10%
Organizational Capability and	Availability of technical specialists,	Organizational chart; resource	10%

Technical Resources	research support, and institutional advisory capability	allocation plan	
Quality of Past Performance	Quality of implementation and client satisfaction	Certificates of satisfactory performance; references	10%
TOTAL			40%

$$S_{ij} = W_j \left(\frac{X_{ij}}{X_{j,\max}} \right)$$

Where:

- S_{ij} = score of bidder i for category j
- W_j = maximum points for category j
- X_{ij} = bidder i's weighted evaluation result for category j
- $X_{j,\max}$ = highest weighted evaluation result among qualified bidders for category j

For a category worth **10 points**:

$$S_{ij} = 10 \left(\frac{X_{ij}}{X_{j,\max}} \right)$$

The bidder with the highest weighted evaluation result receives the full category score, while the scores of the oth
qualified bidders are determined proportionately relative to the highest result.

The final score is:

$$S_i = \sum_{j=1}^{4} S_{ij}$$

with a maximum total of:

$$40 \text{ points}$$

b. Quality of Personnel to be Assigned to the Project

The Consultant shall propose a core team with sufficient institutional, technical, operational, and governance expertise necessary to effectively meet the requirements of the engagement.

Key Personnel / Expertise Area Primary Deliverables Covered	Required Competencies	Minimum Qualification Threshold	Minimum Documentary Requirements	Wgt
Project Director / Team Leader (All Phases)	Institutional investment advisory, strategic leadership, governance, stakeholder management	Minimum 10 years relevant institutional advisory experience	Signed CV; client certifications; list of similar engagements	10%

Strategic Asset Allocation and Investment Specialist (Phases 1-2)	SAA, portfolio optimization, macroeconomic analysis, portfolio construction	Minimum 5 years institutional investment advisory experience	Signed CV; sample SAA studies; certifications preferred	5%
Governance, Risk, and Compliance Specialist (Phases 1-3)	Governance, fiduciary oversight, compliance, risk management	Minimum 5 years governance/ risk advisory experience	Signed CV; governance framework samples	5%
Operating Model / Implementation Specialist (Phase 3)	TOM design, workflow mapping, operational readiness	Minimum 5 years institutional implementation experience	Signed CV; TOM/workflow samples	5%
Capacity Building and Knowledge Transfer Specialist (Phase 4)	Training, mentoring, dashboards/ templates, workflow trackers	Minimum 5 years institutional capability-building experience	Signed CV; training modules; sample dashboards/ templates	5%
TOTAL				30%

For personnel position k:

$$P_{ik} = W_k \left(\frac{Y_{ik}}{Y_{k,\max}} \right)$$

Where:

- P_{ik} = score of bidder i for personnel position k
- W_k = maximum weight for that personnel position
- Y_{ik} = evaluated qualification score of bidder i's proposed personnel for position k
- $Y_{k,\max}$ = highest evaluated qualification score among qualified proposed personnel for position k

Since each personnel position is worth **5 points**:

$$P_{ik} = 5 \left(\frac{Y_{ik}}{Y_{k,\max}} \right)$$

Then total personnel score:

$$P_i = \sum_{k=1}^{6} P_{ik}$$

Maximum:

$$P_i^{\max} = 30 \text{ points}$$

c. Plan of Approach and Methodology

Each proposal shall be evaluated comparatively against the activities, deliverables, timelines, and other requirements prescribed in the Terms of Reference. The TWG shall deliberate on the relative quality of the responsive proposals under each criterion based on the stated Evaluation Considerations.

Criteria	Evaluation	Minimum	Weight

Category	Considerations	Documentary Requirements	
Understanding of the Engagement	Demonstrated understanding of SSS objectives and institutional requirements	Technical proposal narrative; executive summary	5%
Proposed Methodology and Implementation Strategy	Clarity, feasibility, and practicality of implementation approach	Detailed methodology and work plan	10%
Governance and Risk Management Approach	Governance framework, coordination structure, and risk mitigation	Governance and risk framework	5%
Work Plan, Deliverables, and Timeline	Alignment of milestones and outputs with institutional requirements	Detailed project timeline and deliverables matrix	5%
Knowledge Transfer and Sustainability Strategy	Capability-building and institutional continuity approach	Training and sustainability plan	5%
TOTAL			30%

Following deliberation, qualified proposals shall be ranked for each criterion, and the corresponding weighted score shall be determined based on the bidder's rank and the number of qualified bidders evaluated.

For each criterion j:

$$S_{ij} = W_j \left(\frac{N - R_{ij} + 1}{N} \right)$$

Where:

- S_{ij} = score of bidder i for criterion j
- W_j = maximum weight of criterion j
- N = number of qualified bidders being evaluated
- R_{ij} = rank of bidder i for criterion j

The highest-ranked bidder shall receive the full weight for the criterion, while the remaining qualified bidders shall receive proportionately lower scores based on their rank and the number of qualified bidders evaluated.

The total score for Plan of Approach and Methodology shall be:

$$S_i = \sum_{j=1}^{5} S_{ij}$$

with a maximum total score of:

$$S_i^{\max} = 30 \text{ points}$$

The minimum St required to pass is 70.

	The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 12.2.
27.1	The opening of Financial Proposals shall be on *[insert date and time]* at *Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City.* Financial Proposals *shall* be opened in public.
27.2	After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two (2) weeks after the notification date unless otherwise specified in **ITB** Clause 27.1. The notification may be sent by registered letter, facsimile, or electronic mail. The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening. The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 13 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 14. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids. The lowest Financial Proposal (Fl) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below: $Sf = 100 \times Fl/F$ Where: Sf is the financial score of the Financial Proposal under consideration, Fl is the lowest Financial Proposal, and F is the Financial Proposal under consideration.

	Using the formula S = St Í T% + Sf Í F%, the bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below: T is .70 and F is .30 provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.
28.1	The address for negotiations is *Bidding Room, 11th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City*.
28.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
29.1	The bidder with the Highest Rated Bid/Single Rated Bid HRB/SRB), shall submit copies the following post-qualification requirements: (a) Registration certificate from Securities and Exchange Commission (SEC), Latest General Information Sheet to support Registration Certificate from the Securities and Exchange Commission (SEC) and Articles of Incorporation for corporations, For Partnership, copy of the Articles of Partnership to support Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). (d) The Consultant's audited financial statements, showing, among others, the Consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. (e) Latest Income Tax Return filed through Electronic Filing and Payment System (EFPS) corresponding to the submitted Audited Financial Statement. Only tax returns filed, and taxes paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted. The latest Income Tax Returns (ITR) shall refer to the ITR for

<table>
<tr><td></td><td>the preceding Tax Year (fiscal or calendar year). For a new establishment having no annual ITR, the latest ITR refers to the most recent quarter's ITR;

(f) Quarterly VAT (Business Tax Returns) per Revenue Regulations 3-2005 for the last (6) months prior to the submission and opening of bids filed electronically (EFPS).</td></tr>
<tr><td>32.3(f)</td><td>No additional requirements.</td></tr>
<tr><td>33.2</td><td>Not Applicable.</td></tr>
<tr><td>33.3</td><td>The Performance Security shall be in the form specified below:

<table><tr><th>Form of Performance Security</th><th>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th></tr><tr><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td><td>Thirty percent (30%)</td></tr></table></td></tr>
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Section IV. General Conditions of Contract

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1) General Terms

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

1.0 The “Procuring Entity” means the organization engaging the services of a consultant or consulting firm, as named in the **SCC**.

1.1 The “Consultant” means the short-listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB and as named in the **SCC**.

1.2 “Funding Source” means the entity indicated in the **SCC**.

1.3 “Services” means the work to be performed by the Consultant, as provided in the **Appendix I**.

2) Headings

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

3) Location

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

4) Law Governing Contract and Services

4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws. For purposes of this Clause, “applicable laws” refer to laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.

4.2 The Consultant shall perform the Services in accordance with the applicable laws and shall take all practicable steps to ensure that the personnel of the Consultant, which are employed and assigned to the performance of the Services or any part thereof, complies with the applicable laws. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

5) Governing Law and Language

5.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

5.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

6) Consultants and Affiliates Not to Engage in Certain Activities

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

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

a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7) Authority of Member in Charge

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

8) Resident Project Manager

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

9) Entire Agreement

This Contract, including the Contract Agreement, Bidding Documents, Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted, Performance Security, Notice of Award of Contract, and other contract documents that may be required by existing laws and/or the Procuring Entity specified in **GCC** Clause 1.1, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10) Modification

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

11) Relationship of Parties

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

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

12) Authorized Representatives

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

13) Good Faith

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

14) Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the effectivity of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 37 hereof.

15) Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received as may be applicable.

15.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

16) Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it is eligible, *i.e*., has the legal personality to act as a consultant in accordance with Part I, Section II, Short-listing Documents issue for this project**.**

16.2 The Consultant shall perform its obligations under this Contract in accordance with the highest accepted professional standards and expertise. The Consultant shall exercise all reasonable skill, care, and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17) Confidentiality

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

18) Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 54 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.1 Subject to the ceilings specified in **GCC** Clause 54 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 54.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 54.4. Said remuneration shall not be subject to price adjustment.

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

19) Currency of Payment

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

20) Liability of the Consultant

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

21) Insurance to be Taken Out by the Consultant

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

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

22) Effectivity to the Contract

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

23) Commencement of Services

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

24) Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 30 or 31 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

25) Force Majeure

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

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

25.3 Unless otherwise agreed herein, force majeure shall not include:

a) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees;

b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;

c) insufficiency of funds or failure to make any payment required hereunder; or

d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.

25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.

25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.

25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 27 and 30 hereof with the exception of the direct and proximate result of force majeure.

25.9 Not later than fifteen (15) calendar days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 37 hereof.

26) Contract Amendment

Changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project. In such cases, an equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the consultant in writing, using similar rates or unit prices in the contract, or if not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract; Provided, That the total increase in cost does not exceed twenty percent (20%) of the contract price.

Subject to GCC Clause 42.5, changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project.

27) Suspension

27.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g*. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

a) shall specify the nature of the failure; and

b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

27.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 31, by written notice of suspension, suspend the Services if (i) the Procuring Entity fails to deliver government-furnished equipment, resources, reports or data as stipulated in the contract; (ii) peace and order conditions make it extremely dangerous, if not impossible, to work; or (iii) delay in the payment of the Consultant's claim for progress billing beyond sixty (60) calendar days from the time the Consultant's claim has been certified by the Procuring Entity as being supported by complete documentation and a notice from the Consultant has been received by the Procuring Entity that such payment is overdue, unless there are justifiable reasons which shall be communicated in writing to the Consultant.

28) Extension or Adjustment of Contract Time

The adjustment or extension of contract time in Consulting Services shall consider both the elapsed time between the effective order suspending operation and the order to resume work in cases when the total suspension or the suspension of activities along the critical path is not due to the fault of the Consultant.

29) Liquidated Damages

When the Consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the Consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is rescinded or terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the Consultant, the Procuring Entity may rescind the contract. It then forfeits the Consultant's

performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

30) Termination by the Procuring Entity

30.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

a) In case of breach of contract by the Consultant, or where the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay, and such delay amounts to at least ten percent (10%) of the contract price;

b) In case of force majeure, or where the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

c) In case of termination of contract for convenience, where there is a determination of existence of any of the following conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary: (i) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; (ii) the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies; (iii) Funding for the project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or (iv) any circumstance analogous to the foregoing;

d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

e) In case it is determined prima facie that the Consultant, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this Clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 4.1(a);

f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such

notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;

g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 37 hereof; or

h) The Consultant fails to perform any other obligation under the Contract.

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

31) Termination by the Consultant

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

a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;

b) Substantial failure of the Procuring Entity to perform its obligations under the contract;

c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Contract;

d) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 37 hereof;

e) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; or

f) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 37 hereof within eighty-four (84) calendar days after receiving written notice from the Consultant that such payment is overdue.

32) Procedures for Termination of Contracts

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

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached.

b) **Notice to Terminate** - Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:

   i) That the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

   ii) The extent of termination, whether in whole or in part;

   iii) An instruction to the Consultant to show cause as to why the contract should not be terminated; and

   iv) Special instructions of the Procuring Entity, if any.

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

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground/s stated in the Notice to Terminate.

f) **Contract Termination Review Committee** - The HoPE may create a Contract Termination Review Committee (CTRC) to assist in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts** – If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement pursuant to Section 35(c) of RA No. 12009 and its IRR.

h) **Notice by Contractor or Consultant** – The Consultant must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

33) Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 30 or 31 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 38 or 39 hereof.

34) Payment upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 30 or 31 hereof, the Procuring Entity shall make the following payments to the Consultant:

a) remuneration pursuant to **GCC** Clause 54 hereof for Services satisfactorily performed prior to the effective date of termination;

b) reimbursable expenditures pursuant to **GCC** Clause 54 hereof for expenditures actually incurred prior to the effective date of termination; and

c) in the case of termination pursuant to **GCC** Clause 30.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

35) Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 30.1 or in **GCC** Clause 31 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 37 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

36) Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 30 or 31 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

a) such rights and obligations as may have accrued on the date of termination or expiration;

b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and

c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 52.1 (b) and 52.1(c) hereof, any right which a Party may have under the Applicable Law.

37) Settlement of Disputes

37.1 Any dispute arising from the implementation of a contract covered by RA No. 12009 and its IRR shall first be resolved and settled amicably by mutual consultation or agreement.

37.2 Should the Parties fail to resolve their dispute or difference after thirty (30) calendar days, the parties shall resort to alternative dispute resolution (ADR) in accordance with RA No. 9285 or the "Alternative Dispute Resolution Act of 2004", RA No. 876 or the Arbitration Law, Executive Order No. 1008 or the Construction Industry Arbitration Law, and other pertinent laws, regulations, and issuances, as the case may be.

If the Parties resort to arbitration, either solely or in conjunction with other modes of ADR, the governing rules of procedure or the rules of arbitration between the parties shall be specified in the **SCC**.

38) Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

38.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

38.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; Provided, however, That the Consultant may use such programs for its own use with prior written approval of the Procuring Entity.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program/s concerned.

39) Equipment and Materials Furnished by the Procuring Entity

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

40) Services, Facilities and Property of the Procuring Entity

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

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

a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;

b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and

c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 53 hereinafter which should be within the agreed contract ceiling.

41) Consultant's Actions Requiring Procuring Entity's Prior Approval

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

a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;

b) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and

c) any other action that may be specified in the **SCC**.

42) Personnel

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

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

42.3 The Key Personnel listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

42.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 56.6.

42.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the

SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.

42.6 Any of the Personnel provided as a replacement under **GCC** Clauses 42.5 and 42.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

42.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

43) Working Hours, Overtime, Leave, etc.

43.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.

43.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

43.3 If required to comply with the provisions of **GCC** Clause 46.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and

b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 53.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

44) Counterpart Personnel

44.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of

charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

44.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.

44.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 53, hereof.

45) Performance Security

45.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms chosen by the Procuring Entity prescribed in the **ITB** Clauses 33.2 and 33.3.

45.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.

45.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

45.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;

b) The Consultant has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

45.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction of the contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

46) Standard Performance

46.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

46.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with third parties.

46.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time-to-time reasonably request.

46.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

47) Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to **GCC** Clause 54 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 48 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that its Personnel and agents similarly shall not receive any such additional remuneration.

48) Procurement by the Consultant

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

49) Reports

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

50) Assistance by the Procuring Entity on Government Requirements

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

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

a) provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services;

b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;

c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;

d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

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

51) Access to Land

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

52) Accounting, Inspection and Auditing

52.1 The Consultant shall:

1. Keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as to clearly identify all relevant time changes and costs, and the bases thereof;

2. Permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and

3. Permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

52.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 30.1(e) and under the applicable laws, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

53) Contract Cost

53.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

53.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

54) Remuneration and Reimbursable Expenditures

54.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

54.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.

54.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

54.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.

54.5 Billings and payments in respect of the Services shall be made as follows:

a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

b) As soon as practicable and not later than fifteen (15) calendar days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 53.1 and 54 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) calendar days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

55) Final Payment

55.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

55.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) calendar days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

56) Lump Sum Contracts

56.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 34(c), 44.3, 54.2, 54.3, 54.4, 54.5, and 55.1, the provisions contained hereunder shall apply.

56.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 28.3 shall be provided by the Consultant at no additional cost.

56.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.

56.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

56.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 32 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

56.6 An equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the Consultant in writing using similar rates or unit prices as provided in **SCC**, or it not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract, provided that the total increase in cost does not exceed 20% of the contract price.

57) Liquidated Damages for Delay

When the consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition

to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the consultant, the Procuring Entity may terminate the contract. It then forfeits the consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is Social Security System.
1.2	The Consultant is *[insert name of the short-listed consultant with the HRRB].*
1.3	The Funding Source is: SSS Annual Procurement Plan under Investment Income included in the Update of the month of September (18th Update) with Code PAP 2026-2963.
6.2(b)	***NOTE****: It is essential that Consultants that advise Procuring Entities on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:* For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	The Member in Charge is *[name of member, address, and other necessary contact information]*. ***NOTE:*** *If the Consultant consists only of one entity, state* "Not applicable".
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: Mr. Carlos H. Alegre, Jr., Concurrent Acting Head, Alternative Investments Division For the Consultant: _____ ***NOTE:*** *Name of authorized representative to be filled out by winning consultant prior to contract signing.*
15.1	The Procuring Entity's address for Notices is: *Rosalyn D. Azul-Condat* *Bids and Awards Committee Secretariat Department* *11th Flr., SSS Main Bldg., East Ave., Diliman, Quezon City* *Tel. Nos. (632) 8922-1070; 8709-7198 local 3424/3420* *Email –* ***bac@sss.gov.ph***

	NOTE: *Contact details to be filled out by the winning consultant prior to contract signing.*
15.2	No further instructions
18.2	*State here Consultant's account where payment may be made.* ***NOTE:*** *Details of account are to be filled out by the winning consultant prior to contract signing.*
19	No further instructions.
20)	No additional provision.
22	None.
24	The time period shall be within 24 months from receipt of Notice to Proceed and signed contract.
37.2	*Not applicable.* Not Applicable. Disputes shall be resolved in accordance with RA 9285 and applicable laws.
38.1	All deliverables and outputs specified in Section V of the Terms of Reference, including reports, frameworks, guidelines, templates, training materials, manuals, playbooks, dashboards, workflow trackers, data dictionaries, reporting packs, and other supporting documentation prepared under the Contract shall become and remain the property of SSS.
41(c)	No further instructions.
42.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
45.4(c)	*No further instructions.*
53.1	The total ceiling amount in Philippine Pesos is P50,000,000.00. ***NOTE:*** *The contract amount is to be filled out by the BAC Secretariat prior to contract signing.*
53.2	No further instructions.
54.2	No additional instructions.
54.4	Not applicable, all expenses are inclusive of ABC.
54.5(a)	No advance payment is allowed.
54.5(c)	The interest rate is zero.
56.6	The similar rates or unit prices shall be based on the corresponding rates or unit prices in the Consultant's accepted Financial Proposal and Contract. If no similar rates or unit prices are available, applicable or current rates and prices shall be mutually agreed upon in writing by the Procuring Entity and the Consultant, provided that the total increase in cost shall not exceed twenty percent (20%) of the Contract Price.

Section VI. Terms of Reference

TERMS OF REFERENCE

ENGAGEMENT OF INVESTMENT CONSULTANT FOR SSS' GLOBAL INVESTMENTS

I. Background

The Social Security System (SSS), pursuant to Republic Act No. 11199, seeks to further strengthen its investment framework through prudent diversification into global markets, consistent with its mandate to preserve the actuarial soundness of the Social Security Fund and enhance long-term risk-adjusted returns.

SSS has established domestic investment exposure across various asset classes and investment structures and continues to strengthen its institutional investment, governance, and operational capabilities in support of its long-term investment objectives. As global financial markets continue to evolve and investment environments become increasingly interconnected and complex, the expansion of investment activities into global markets requires strengthened governance structures, institutional-grade risk management frameworks, operational readiness, and enhanced technical capability to support prudent and sustainable implementation.

In support thereof, SSS intends to engage a highly qualified Investment Consultant to provide advisory and technical support covering strategic and tactical asset allocation, portfolio construction, governance enhancement, operational readiness, implementation support, and institutional capability building for global investments to ensure continuity.

II. Objectives

1. Build institutional confidence and readiness to access international markets.
2. Promote prudent global investment strategies that balance safety/security, liquidity, and yield, consistent with the investment principles under Section 26 of Republic Act No. 11199 and the long-term actuarial soundness and financial sustainability of the Fund.
3. Enhance risk-adjusted returns through diversified global investment opportunities, strategies, and fund managers.
4. Reduce portfolio concentration and volatility through broader diversification across asset classes and markets.
5. Maintain adequate portfolio liquidity to support investment flexibility and the timely funding of benefit obligations.
6. Adopt global best practices in investment management, governance, risk management, and financial technology.

III. Scope of Work

The Consultant shall act solely in an advisory and technical support capacity and shall not exercise discretionary authority over SSS funds, investment decisions, procurement actions, or implementation of approvals. All final decisions shall remain with SSS and its duly authorized governing bodies.

The Consultant shall provide independent analysis, recommendations, implementation support, governance advisory, and technical assistance necessary to support SSS' global investment initiatives in accordance with applicable laws, regulations, policies, and approved governance frameworks.

The Consultant shall provide services across the following phases:

Phase 0: Inception and Mobilization
1. Lead project mobilization and stakeholder alignment
2. Validate data requirements and coordinate with SSS units
3. Establish governance structure and communication protocols
4. Finalize detailed workplan, methodology, and timelines

Phase 1: Strategic/ Tactical Asset Allocation and Diagnostics
5. Develop forward-looking capital market assumptions
6. Conduct macroeconomic and market analysis relevant to SSS investment objectives
7. Design strategic and tactical asset allocation framework
8. Perform risk-return modeling and portfolio simulations, including after-tax return analysis
9. Recommend optimal asset allocation consistent with SSS constraints and tax efficiency
10. Review existing policies and governance framework
11. Formulate investment policy recommendations aligned with regulatory requirements
12. Establish governance structures for global investment decision-making

Phase 2: Portfolio Construction and Manager Framework
13. Translate asset allocation into implementable portfolio structures
14. Define asset class strategies and allocation methodologies
15. Develop investment guidelines for global investments
16. Establish fund manager selection criteria and scoring framework
17. Design due diligence methodology and evaluation tools

Phase 3: Target Operating Model (TOM) and Implementation Setup
18. Develop end-to-end target operating model (TOM)
19. Define investment workflows, roles, and decision-making processes
20. Establish governance and oversight structure
21. Define operational requirements including custodians, brokers, and other counterparties
22. Develop risk management and compliance framework
23. Support preparation of procurement of external fund manager mandates and implementation documents

Phase 4: Capacity Building and Knowledge Transfer
24. Design and deliver structured training programs
25. Conduct workshops and technical sessions for SSS personnel
26. Transfer methodologies, frameworks, and tools to SSS
27. Provide documentation to support institutional adoption and continuity

Phase 5: Advisory and Ongoing Support
28. Provide ongoing portfolio monitoring and performance analysis
29. Deliver market updates and strategic advisory support
30. Support governance processes and decision-making bodies
31. Recommend portfolio diversification strategies across asset classes and markets
32. Advise on portfolio adjustments based on market developments
33. Advise on potential tax exemptions, incentives, and other tax-efficient opportunities, if any, relevant to SSS investments

IV. Criteria for Selection

A. Shortlisting Criteria

The following criteria and rating system shall be used for the short listing of consultants:

Criteria		Maximum Scores
a.	Applicable Work Experience of the Consultant	40 points
b.	Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	30 points
c.	Current workload relative to capacity	30 points
	Total =	100 points

a. Applicable Work Experience of the Consultant

Criteria Category	**Weight**
Similar Global Investment and Financial Advisory Engagements - Experience in foreign investments, SAA, portfolio construction, governance advisory, and operational readiness Documentary requirements: Engagement summaries; sample deliverables A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%
Institutional Experience and Track Record - Experience in pension fund, sovereign wealth fund, social security fund, or institutional investment advisory engagements ≥ 5 years institutional consulting experience Documentary requirements: Company profile; project references; client certifications A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%
Organizational Capability and Technical Resources - Availability of technical specialists, research support, and institutional advisory capability Documentary requirements: Organizational chart; resource allocation plan A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%
Quality of Past Performance - Availability of technical specialists, research support, and institutional advisory capability Documentary requirements: Certificates of satisfactory performance; references A bidder who fails to submit the minimum documentary requirements will be disqualified.	10%

TOTAL	40

For each category j:

$$S_{ij} = \min\left[5 + \left(\frac{X_{ij} - X_{j,\min}}{X_{j,\max} - X_{j,\min}} \times 5\right), 10\right]$$

Where:

- S_{ij} = score of bidder i for category j
- X_{ij} = weighted evaluation result of bidder i for that category
- $X_{j,\min}$ = lowest weighted evaluation result among qualified bidders for that category
- $X_{j,\max}$ = highest weighted evaluation result among qualified bidders for that category
- **5 points** = minimum score for a qualified bidder
- **10 points** = maximum score per category

Then at the bottom:

$$S_i = \sum_{j=1}^{4} S_{ij}$$

Maximum:

$$S_i = 40 \text{ points}$$

b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking

Key Personnel / Expertise Area; Minimum Years of Experience Required	Required Competencies	Minimum Documentary Requirements	Wgt
Project Director / Team Leader (All Phases) Minimum 10 years relevant institutional advisory	Institutional investment advisory, strategic leadership, governance, stakeholder management	Signed CV; client certifications; list of similar engagements	5%
Strategic Asset Allocation and Investment Specialist (Phases 1-2) Minimum 5 years institutional investment advisory	SAA, portfolio optimization, macroeconomic analysis, portfolio construction	Signed CV; sample SAA studies; certifications preferred	5%
Governance, Risk and Compliance Specialist (Phases 1-3) Minimum 5 years governance/risk advisory	Governance, fiduciary oversight, compliance, risk management	Signed CV; governance framework samples	5%

Operating Model / Implementation Specialist (Phase 3) Minimum 5 years institutional implementation	TOM design, workflow mapping, operational readiness	Signed CV; TOM/workflow samples	5%
Capacity Building and Knowledge Transfer Specialist (Phase 4) Minimum 5 years institutional capability-building	Training, mentoring, dashboards/ templates, workflow trackers	Signed CV; training modules; sample dashboards/ templates	5%
Support Personnel (All Phases) Minimum 5 years institutional advisory	Experience as support in similar engagements	Signed CV; list of similar engagements	5%
TOTAL			30%

For each personnel position k:

$$P_{ik} = 5\left[50\% + \left(\frac{Y_{ik} - Y_{k,\min}}{Y_{k,\max} - Y_{k,\min}} \times 50\%\right)\right]$$

Where:

- P_{ik} = score of bidder i for personnel position k
- Y_{ik} = relevant years of experience of the proposed personnel
- $Y_{k,\min}$ = minimum years required for that position
- $Y_{k,\max}$ = highest relevant years among qualified proposed personnel for that position
- Maximum per position = **5 points**
- Minimum qualified score = **2.5 points**

So, for example, for the **Project Director / Team Leader**:

$Y_{\min} = 10$

A person with exactly 10 qualifying years gets **2.5 points**, while the person with the highest qualifying years gets **5 points**.

Then the total Personnel Qualification score is simply:

$$P_i = \sum_{k=1}^{6} P_{ik}$$

$$P_i^{\max} = 30 \text{ points}$$

c. Current workload relative to capacity.

a. Workload capacity per personnel This criterion shall be used to consider the bidder's capacity to manage the project: 1. No. of active consultancy projects. 2. No. of key personnel. The Q will be scored as follows: Q = 15 points *(Lowest ALP/ Actual ALP) Where ALP = a/b Lowest ALP = lowest calculated a/b Failure to provide information on the above criterion shall disqualify the bidder.	15%
b. Bidder Asset Under Advisory (AUA) This criterion shall be used to assess the bidder's demonstrated capacity and experience in managing advisory engagements of comparable scale. The Bidder must have Assets Under Advisory (AUA) of at least US$50 billion, or its equivalent in foreign currency. The Bidder shall submit a Certified Assets Under Advisory (AUA) Statement duly signed by the Head of Advisory or its equivalent and certified by the CEO, CFO, or other duly authorized officer, together with supporting client or engagement certifications, where applicable. $n_i = \min\left[50\% + \left(\frac{\mathrm{AUA}_i - 50B}{\mathrm{AUA}_{\max} - 50B} \times 100\%\right), 100\%\right]$ A Bidder with AUA below US$50 billion shall be disqualified.	15%
TOTAL	30%

B. Technical and Financial Evaluation

The numerical weight and the minimum required technical score (St) for each criterion are as follows:

Proposal	**Weight**
Technical	70%
Financial	30%
Total	**100%**

The St minimum requirement is at least 70 points.

The combined rating shall be computed using the following formula:

Combined Score = (St × 0.70) + (Sf × 0.30)

Where:
St = Technical Score
Sf = Financial Score

The bidder with the Highest Rated Responsive Bid (HRRB), subject to post-qualification and compliance with all applicable requirements, shall be recommended for award.

1. Technical Proposal

The Technical Proposal shall be evaluated using the Quality-Cost Based Evaluation (QCBE) methodology under RA 12009 and its applicable IRR. Evaluation shall consider the following major criteria:

Technical Criteria	**Description**	**Weight**
a. Experience and Capability of the Consultant	Evaluation of institutional consulting experience, organizational capability, technical resources, and quality of past performance	40%
b. Quality of Personnel to be Assigned to the Project	Evaluation of qualifications, competencies, institutional advisory experience, and technical capability of proposed personnel	30%
c. Plan of Approach and Methodology	Evaluation of implementation strategy, methodology, governance framework, work plan, risk management approach, and sustainability strategy	30%
TOTAL TECHNICAL SCORE		100%

a. Experience and Capability of the Consultant

Criteria Category	**Evaluation Considerations**	**Minimum Documentary Requirements**	**Weight**
Similar Global Investment and Financial Advisory Engagements	Experience in foreign investments, SAA, portfolio construction, governance advisory, and operational readiness	Engagement summaries; sample deliverables	10%
Institutional Experience and Track Record	Experience in pension fund, sovereign wealth fund, social security fund, or institutional investment advisory engagements ≥ 5 years institutional consulting	Company profile; project references; client certifications	10%

	experience		
Organizational Capability and Technical Resources	Availability of technical specialists, research support, and institutional advisory capability	Organizational chart; resource allocation plan	10%
Quality of Past Performance	Quality of implementation and client satisfaction	Certificates of satisfactory performance; references	10%
TOTAL			40%

$$S_{ij} = W_j \left(\frac{X_{ij}}{X_{j,\max}} \right)$$

Where:

- S_{ij} = score of bidder i for category j
- W_j = maximum points for category j
- X_{ij} = bidder i's weighted evaluation result for category j
- $X_{j,\max}$ = highest weighted evaluation result among qualified bidders for category j

For a category worth **10 points**:

$$S_{ij} = 10 \left(\frac{X_{ij}}{X_{j,\max}} \right)$$

The bidder with the highest weighted evaluation result receives the full category score, while the scores of the other qualified bidders are determined proportionately relative to the highest result.

The final score is:

$$S_i = \sum_{j=1}^{4} S_{ij}$$

with a maximum total of:

$$40 \text{ points}$$

b. Quality of Personnel to be Assigned to the Project

The Consultant shall propose a core team with sufficient institutional, technical, operational, and governance expertise necessary to effectively meet the requirements of the engagement.

Key Personnel / Expertise Area	**Primary Deliverables Covered**	**Required Competencies**	**Minimum Qualification Threshold**	**Minimum Documentary Requirements**	**Weight**
Project Director / Team Leader	All Phases	Institutional investment advisory, strategic leadership, governance, stakeholder	Minimum 10 years relevant institutional advisory experience	Signed CV; client certifications; list of similar engagements	5%

		management			
Strategic Asset Allocation and Investment Specialist	Phases 1–2	SAA, portfolio optimization, macroeconomic analysis, portfolio construction	Minimum 5 years institutional investment advisory experience	Signed CV; sample SAA studies; certifications preferred	5%
Governance, Risk and Compliance Specialist	Phases 1–3	Governance, fiduciary oversight, compliance, risk management	Minimum 5 years governance/risk advisory experience	Signed CV; governance framework samples	5%
Operating Model / Implementation Specialist	Phase 3	TOM design, workflow mapping, operational readiness	Minimum 5 years institutional implementation experience	Signed CV; TOM/workflow samples	5%
Capacity Building and Knowledge Transfer Specialist	Phase 4	Training, mentoring, dashboards/ templates, workflow trackers	Minimum 5 years institutional capability-building experience	Signed CV; training modules; sample dashboards/ templates	5%
Support Personnel	All Phases	Minimum 5 years institutional capability-building experience	Experience as support in similar engagements	Signed CV; list of similar engagements	5%
TOTAL					30%

For personnel position k:

$$P_{ik} = W_k \left(\frac{Y_{ik}}{Y_{k,\max}} \right)$$

Where:

- P_{ik} = score of bidder i for personnel position k
- W_k = maximum weight for that personnel position
- Y_{ik} = evaluated qualification score of bidder i's proposed personnel for position k
- $Y_{k,\max}$ = highest evaluated qualification score among qualified proposed personnel for position k

Since each personnel position is worth **5 points**:

$$P_{ik} = 5 \left(\frac{Y_{ik}}{Y_{k,\max}} \right)$$

Then total personnel score:

$$P_i = \sum_{k=1}^{6} P_{ik}$$

Maximum:

$$P_i^{\max} = 30 \text{ points}$$

c. Plan of Approach and Methodology

Each proposal shall be evaluated comparatively against the activities, deliverables, timelines, and other requirements prescribed in the Terms of Reference. The TWG shall deliberate on the relative quality of the responsive proposals under each criterion based on the stated Evaluation Considerations.

Criteria Category	**Evaluation Considerations**	**Minimum Documentary Requirements**	**Weight**
Understanding of the Engagement	Demonstrated understanding of SSS objectives and institutional requirements	Technical proposal narrative; executive summary	5%
Proposed Methodology and Implementation Strategy	Clarity, feasibility, and practicality of implementation approach	Detailed methodology and work plan	10%
Governance and Risk Management Approach	Governance framework, coordination structure, and risk mitigation	Governance and risk framework	5%
Work Plan, Deliverables, and Timeline	Alignment of milestones and outputs with institutional requirements	Detailed project timeline and deliverables matrix	5%
Knowledge Transfer and Sustainability Strategy	Capability-building and institutional continuity approach	Training and sustainability plan	5%
TOTAL			30%

Following deliberation, qualified proposals shall be ranked for each criterion, and the corresponding weighted score shall be determined based on the bidder's rank and the number of qualified bidders evaluated.

For each criterion j:

$$\boxed{S_{ij} = W_j \left(\frac{N - R_{ij} + 1}{N} \right)}$$

Where:

- S_{ij} = score of bidder i for criterion j
- W_j = maximum weight of criterion j
- N = number of qualified bidders being evaluated
- R_{ij} = rank of bidder i for criterion j

The highest-ranked bidder shall receive the full weight for the criterion, while the remaining qualified bidders shall receive proportionately lower scores based on their rank and the number of qualified bidders evaluated.

The total score for Plan of Approach and Methodology shall be:

$$\boxed{S_i = \sum_{j=1}^{5} S_{ij}}$$

with a maximum total score of:

$$\boxed{S_i^{\max} = 30 \text{ points}}$$

2. Financial Proposal

After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two (2) weeks after the notification date unless otherwise specified in ITB Clause 27.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in ITB Clause 13 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 14. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax

privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids.

The lowest Financial Proposal (Fl) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

Sf = 100 Í Fl/F
Where:
Sf is the financial score of the Financial Proposal under consideration,
Fl is the lowest Financial Proposal, and
F is the Financial Proposal under consideration.

Using the formula **S = St Í T% + Sf Í F%**, the bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:

T is .70 and F is .30

provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.

3. Confidentiality of supporting documents and verification of relevant experience

a. Consultants may submit redacted engagement summaries, sample deliverables, client certifications and other supporting evidence only where disclosure is restricted by client confidentiality, non-disclosure obligations, personal-data protection or legitimate proprietary restrictions.

b. Permissible redactions are limited to client-identifying details, personal information, confidential commercial terms, proprietary methodology and other protected content that is not necessary to evaluate a prescribed criterion. The existence of the engagement, institutional client category, country, nature and scope of services, consultant's actual role, dates and duration, relevant institutional scale or value where required, staff deployed, and sufficient substantive evidence of the services or deliverables must remain assessable. Redaction must not conceal noncompliance with any mandatory requirement.

c. The Consultant shall provide at least five (5) reachable institutional client references corresponding to relevant engagements relied upon in its qualification and experience submissions. Each reference shall include the client institution, authorized contact person and position, official business email address, contact number where available, and the relevant engagement. The Procuring Entity may seek additional references or supporting evidence where necessary to verify the declared experience.

d. Where disclosure of client-identifying details is restricted, the Consultant may indicate "Confidential" in the relevant fields of the unmodified TPF 2, provided that complete client-reference details are furnished separately to the Procuring Entity through the confidential submission procedure specified or approved for this procurement. This does not waive any required information or supporting evidence.

e. All submissions remain subject to the authenticity certifications in the Short-listing Documents Submission Form and Omnibus Sworn Statement, including authorization for verification by the HoPE or its duly authorized representatives. The Procuring Entity may independently contact the listed clients during post-qualification in accordance with applicable rules.

f. Where redaction renders a mandatory requirement unassessable, or the required evidence cannot be verified, the submission shall be evaluated in accordance with the applicable bidding requirements. The confidentiality arrangement does not create an exemption from any prescribed qualification or documentary requirement.

V. Deliverables

1. The Consultant shall submit all primary deliverables at the end of each phase or milestone period as defined in this Terms of Reference. Each deliverable shall be submitted within the last five (5) working days of the corresponding phase duration, unless otherwise agreed by SSS. Key deliverables shall include:

Year	Phase	Deliverables
Year 1	Phase 0	1. Inception Report
Year 1	Phase 1	1. SAA and Capital Market Assumptions Report 2. Draft Investment Policy Statement (IPS) 3. Risk Framework Document
Year 1	Phase 2	1. Portfolio Construction Framework 2. Investment Guidelines; Manager Selection Criteria and Scoring Matrix 3. Due Diligence Templates
Year 1-2	Phase 3	1. Target Operating Model Document 2. Process Flow Diagrams 3. Governance Framework 4. Risk and Compliance Framework 5. RFP / TOR Documents
Year 2	Phase 4	1. Training Materials 2. Workshop Reports 3. User Manuals 4. Operational Playbooks
Year 2	Phase 5	1. Periodic Performance Reports 2. Portfolio Review Reports 3. Market Outlook Reports 4. Advisory Notes
End-Year 2	Embedded within Phase 1 to 5	1. Template library a. checklists b. term sheets c. due diligence packs d. compliance report templates 2. Dashboards (Power BI/Excel) 3. Workflow tracker (SharePoint/Power Automate) 4. Data dictionary & reporting pack 5. Access design for CMG, FMG, EVP and other

		concerned units

2. SSS shall review submitted deliverables within five (5) working days from receipt and shall either issue comments, request revisions, or provide formal acceptance. Submission alone shall not constitute completion of the required outputs.

3. In the event that no comments or action are provided within the prescribed period, the deliverable shall be deemed under review and may proceed to the next stage of processing, without prejudice to SSS' right to require revisions prior to formal acceptance.

4. SSS reserves the right to require revisions, clarifications, or additional analysis to ensure that all outputs meet the required standards, objectives, and specifications of the engagement.

5. The Consultant shall address all comments and resubmit revised deliverables within five (5) working days from receipt of SSS feedback, unless otherwise agreed in writing by SSS. Any further revisions required shall likewise be completed within five (5) working days from receipt of subsequent comments, unless an extension is approved by SSS. Revisions required due to deficiencies, errors, or non-compliance with this Terms of Reference shall be undertaken at no additional cost to SSS.

6. Upon acceptance by SSS, the Consultant shall prepare and present the submitted deliverables to the appropriate SSS management and oversight bodies, including the Social Security Commission (SSC) and/or its committees, in the next available scheduled meeting, subject to applicable documentation deadlines and requirements.

7. Delays in presentation arising from scheduling constraints, availability of oversight bodies, or compliance with documentation requirements shall not be attributed to the Consultant, provided that the deliverables have been submitted and accepted in accordance with this Terms of Reference.

8. The Consultant shall be responsible for complying with all timelines, submission schedules, and obligations applicable to the Consultant under this Terms of Reference. Failure to meet submission timelines, presentation requirements, or to satisfactorily address required revisions may be considered a delay in deliverable completion and may affect milestone recognition, payment, and performance evaluation.

VI. Evaluation and Acceptance by Concerned Units

The evaluation, review, and acceptance of deliverables shall be undertaken by the appropriate units within the Investments Sector, in coordination with other concerned units of the SSS, based on their respective mandates and functional responsibilities.

Unit / Group	Role / Responsibility

Alternative Investments Division (AID)	Serves as the **Lead Coordinating Unit and business process owner** under the Capital Markets Group (CMG). Manages the evaluation process, consolidates inputs from concerned units, ensures deliverables are assessed in accordance with the TOR, and leads the evaluation of pooled funds, external fund managers, and other alternative investment structures.
Capital Markets Group (CMG)	Provides oversight over market-related activities, including trade execution oversight, market access, and broker coordination.
Fixed Income Investments Division	Evaluates deliverables from guideline formulation and execution perspectives, including development and review of investment and trading guidelines, and assesses policy consistency and operational executability.
Equities Investments Division	Evaluates deliverables from guideline formulation and execution perspectives, including development and review of investment and trading guidelines, and assesses policy consistency and operational executability.
Fund Management Group (FMG)	Assesses portfolio construction, asset allocation implementation, and alignment with portfolio objectives.
Investment Support Division (ISD)	Reviews post-trade operations, reconciliation, compliance monitoring, performance and risk reporting, and operational controls.
Accreditation Function under ISD	Covers accreditation of banks, non-bank financial institutions, brokers, custodians, and other counterparties involved in investment execution and support.
Strategic Decision and Technical Support Department	Provides cross-functional support across front-, middle-, and back-office processes.
Treasury Division (TD)	Assesses liquidity management, cash operations, settlement processes, and custodianship.
Controllership Group	Evaluates accounting treatment, financial reporting, and budgetary implications through the Operations Accounting Division and Financial and Budget Division.
Operations Accounting Division	Provides review and validation on accounting treatment and related accounting implications.
Financial and Budget Division	Provides review and validation on financial reporting and budgetary implications.
Administration Group / Procurement Management Division	Ensures compliance with applicable procurement laws, rules, and procedures, including RA 12009.
Human Resource Management Group	Assesses organizational capacity, staffing requirements, and training needs.
Management Planning Services Division	Ensures alignment with institutional policies, including circulars, office orders, personnel orders, and manuals of procedures.
Corporate Planning and Policy Department	Ensures consistency with strategic objectives and corporate planning frameworks.

Information Technology Management Group	Assesses systems integration, data architecture, reporting tools, and technology enablement.
Legal Enforcement Group	Reviews legal, contractual, and regulatory aspects, including enforceability of agreements and compliance with applicable laws.
Actuarial and Risk Management Group	Provides independent validation of relevant analyses and outputs.
Internal Audit Services Group	Provides oversight on internal controls and governance processes, as applicable.

The results of the strategic asset allocation and related analyses may include a range of asset classes and investment instruments. The evaluation of such outputs shall be based on their alignment with SSS investment objectives, risk parameters, and institutional capabilities. The determination of the appropriate implementation approach shall be undertaken by the relevant SSS units in accordance with their respective mandates.

Final acceptance of deliverables shall be based on the consolidated evaluation led by AID, with concurrence from CMG and other concerned units, and shall be subject to approval by the appropriate SSS authorities.

VII. Duration, Payment Terms and Consultancy Fees

The engagement shall be for a period of twenty-four (24) months, with an Approved Budget for the Contract (ABC) of ₱50,000,000.00.

Payments shall be milestone-based and aligned with project timelines. Release of payments shall be subject to completion, review, and formal acceptance of deliverables in accordance with the requirements set forth therein, as well as approval by the appropriate SSS authorities.

The timeline and breakdown per milestone is provided in the table below.

Year of Engagement	**Phase**	**Component**	**Duration (in months)**	**Payment based on % Completion**
Year 1	0	Initialization and Mobilization	2	6%
	1	Strategic/ Tactical Asset Allocation and Diagnostics	4	20%
	2	Portfolio Construction and Manager Framework	4	20%
Years 1 to 2	3	Target Operating Model and Implementation Setup	4	17%
Year 2	4	Capacity Building and Knowledge Transfer	5	15%
	5	Advisory and Ongoing Support	5	11%

End-Year 2	Within Phase 1 to 5	Templates & Systems Development (Reporting Tools)		11%
Total Duration			**24**	100%

*Durations are expressed in months commencing upon receipt of NTP and signed contract.

The project milestones, corresponding deliverables, and implementation timelines shall be prescribed by the Procuring Entity. Payments shall be based on the percentage of completion of the corresponding deliverables, as verified and accepted by the Procuring Entity.

VIII. Reporting and Governance

The Consultant shall report directly to the Alternative Investments Division (AID), as the designated Lead Coordinating Unit for this engagement.

The Consultant shall provide periodic progress updates and participate in coordination meetings as required to ensure alignment with SSS objectives, timelines, and requirements.

The Consultant shall prepare and present deliverables to the appropriate SSS management and oversight bodies, including but not limited to:

a. Management Committee
b. Investment Oversight Committee
c. Risk Management and Actuary Oversight Committee
d. Social Security Commission

AID shall facilitate coordination with concerned SSS units and elevate matters requiring decision or clarification to the appropriate bodies.

IX. Safeguards

The Consultant shall observe the following safeguards throughout the engagement:

1. **SSS Decision-Making Authority.** All final investment, procurement, accreditation, implementation, and policy decisions shall remain with SSS and its duly authorized governing bodies.

2. **Conflict of Interest.** The Consultant shall disclose any actual, potential, or perceived conflict of interest that may affect its independence or objectivity. SSS reserves the right to require appropriate mitigation measures or take necessary action.

3. **Confidentiality and Data Use.** The Consultant shall use all data, information, documents, and materials obtained from SSS solely for purposes of this engagement and shall not disclose such information without prior written consent from SSS.

4. **Independence of Recommendations.** All recommendations shall be based on objective analysis and professional judgment and shall not be influenced by any relationship with fund managers, brokers, custodians, banks, non-bank financial institutions, or other market participants.

5. **No Unauthorized Representation.** The Consultant shall not represent SSS, make commitments on behalf of SSS, or engage third parties in a manner that may imply authority to bind SSS, unless expressly authorized in writing.

6. **Compliance with Laws and Policies.** The Consultant shall comply with all applicable laws, rules, and regulations, including Republic Act No. 11199, Republic Act No. 12009, and relevant SSS policies and issuances.

7. **Quality and Documentation of Outputs.** All deliverables shall be supported by sufficient documentation, methodologies, assumptions, and working papers, as applicable, to enable review, validation, and audit by SSS.

8. **Non-Disclosure Agreement (NDA).** The Consultant and its personnel may be required to execute a Non-Disclosure Agreement (NDA), as may be determined by SSS, prior to the commencement of the engagement or at any time during its implementation.

X. Intellectual Property and Turnover of Assets

1. Ownership of Deliverables

All reports, studies, analyses, templates, dashboards, workflow trackers, governance frameworks, methodologies, manuals, presentations, working papers, databases, process documents, monitoring tools, training materials, and other outputs, whether completed or partially completed, prepared, developed, or submitted by the Consultant in connection with the engagement shall become the property of the Social Security System (SSS).

SSS shall have the perpetual right to use, reproduce, revise, modify, adapt, integrate, institutionalize, and utilize such deliverables for official and institutional purposes, subject to applicable laws, rules, and regulations.

2. Turnover of Editable and Usable Formats

All deliverables shall be submitted in complete, editable, organized, and usable formats acceptable to SSS. The Consultant shall ensure that templates, workflow trackers, dashboards, analytical tools, process maps, and related materials are reasonably structured to facilitate institutional continuity, operational adoption, and future updating by authorized SSS personnel.

3. Intellectual Property Considerations

The Consultant may retain ownership of pre-existing proprietary methodologies, analytical frameworks, software, tools, or intellectual property developed independently of the engagement, provided that:

a. Such proprietary components are clearly identified to SSS;
b. SSS is granted sufficient rights or access necessary to use the deliverables developed under the engagement for institutional purposes; and
c. The use of such proprietary components shall not prevent SSS from continuing, maintaining, institutionalizing, or utilizing the outputs developed under the engagement.

4. Restrictions on Unauthorized Use or Disclosure

The Consultant shall not disclose, reproduce, distribute, publish, or otherwise use confidential deliverables, data, reports, or materials developed specifically for SSS without prior written authorization from SSS, except as may be required by law or regulatory authorities.

5. Continuity and Transition Support

Upon expiration, completion, suspension, or termination of the engagement, the Consultant shall cooperate with SSS in ensuring an orderly turnover and transition process, including the turnover of completed and partially completed deliverables,

methodologies, templates, workflow trackers, dashboards, manuals, data, and related materials necessary to support continuity and institutional adoption.

XI. Applicable Laws

This engagement shall be governed by Republic Act No. 11199, Republic Act No. 12009, their applicable Implementing Rules and Regulations (IRR), relevant Government Procurement Policy Board (GPPB) issuances, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and other applicable laws, rules, regulations, circulars, and government policies.

In cases where matters are not specifically provided in this Terms of Reference, the applicable provisions of the foregoing shall suppletorily apply.

Nothing in this Terms of Reference shall be construed as limiting the authority of SSS to exercise rights, remedies, safeguards, corrective measures, suspension, termination, continuation, transition, or other procurement and contractual mechanisms available under applicable laws, rules, regulations, and government policies.

The Consultant shall comply with all applicable Philippine laws, rules, regulations, and government policies relevant to the engagement, including those relating to confidentiality, data protection, conflict of interest, ethical standards, government procurement, and the investment authorities and limitations applicable to SSS under Republic Act No. 11199.

Section VII. Philippine Bidding Document Related Forms

Short-listing Documents Submission Form 122
Technical Proposal Forms 123
Omnibus Sworn Statement 135
Financial Proposal Forms 142
Contract Form 145

SHORT-LISTING DOCUMENTS SUBMISSION FORM

[Date]

[SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for *Engagement of Investment Consultant for SSS' Global Investments*, *[Name of Consultant]* hereby expresses interest in participating in the eligibility and short-listing for said Project and submits the attached short-listing documents in compliance with the Short-listing Documents therefor.

In line with this submission, we certify that:

a) *[Name of Consultant*] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government or foreign or international financing institution; and

b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

We further acknowledge that failure to sign this Short-listing Documents Submission Form shall be a ground for our disqualification.

Yours sincerely,
Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

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

General approach and methodology, work and staffing schedule

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

a) Technical Approach and Methodology

Explain the Bidder's understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). The technical approach and methodology that would be adopted to implement the required tasks should be in line with the Bidder's technical methodology. Do not repeat or copy the TOR.

b) Work Plan

Outline the plan for the implementation of the main activities or tasks of the Project, the content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing the Bidder's understanding of the TOR and ability to translate this into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with TPF 8. Activity (Work) Schedule Form

c) Organization and Staffing

Describe the structure and composition of the team, including the list of technical or managerial staff, and administrative support staff.

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

Comments and Suggestions on the Terms of Reference and on Data, Services, and Facilities.

Use TPF 3.

Preferably, comments or suggestions should not be more than *[insert acceptable number of words]* using TPF 3. Nonetheless, failure to comply with the same shall not be a ground for disqualification. Non-submission or submission of this form in blank shall be considered as no comment or suggestion from the Consultant.

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consulting Services for *Engagement of Investment Consultant for SSS' Global Investments* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 22.1, we confirm that the information contained in the short-listing documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date],* we undertake to negotiate on the basis of the proposed staff listed in Technical Proposal Form 5 (TFP 5). Our bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 52, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

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

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

TPF 2. CONSULTANT'S REFERENCES

Relevant Services Carried Out by the Consultant[5]
That Best Illustrate Qualifications

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

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

Consultant's Name: _____

[5] The period shall be specified in the TOR for each procurement activity, which shall not exceed ten (10) years.

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES

On the Terms of *Reference (TOR)*: *(Suggest changes in the TOR, if any, to improve the quality or effectiveness of the assignment such as but not limited to the observations on scope and objectives; feasibility of methodologies and technical approaches; timeline and workplace, roles and responsibilities.)*

On the data, services, and facilities to be provided by the Procuring Entity: *(Suggest changes on the data, services, and facilities to be provided by the PE, if any, such as but not limited to the availability and accessibility of data; availability of office space and facilities, clarity on administrative and technical support; constraints or risks related to the Procuring Entity's support.)*

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

Guidance Note:

The Bidder is required to provide a detailed description of the technical approach, methodology and work plan, including a proposed organization and staffing for the performance and execution of the Project.

a) Technical Approach and Methodology

Explain the Bidder's understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). The technical approach and methodology that would be adopted to implement the required tasks should be in line with the Bidder's technical methodology. Do not repeat or copy the TOR.

b) Work Plan

Outline the plan for the implementation of the main activities or tasks of the Project, the content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing the Bidder's understanding of the TOR and ability to translate this into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with TPF 8. Activity (Work) Schedule Form

c) Organization and Staffing

Describe the structure and composition of the team, including the list of technical or managerial staff, and administrative support staff.

TPF 5. TEAM COMPOSITION AND TASK

Organizational Chart

The Bidder shall attach an organization chart of the key and support staff indicating their tasks in the project using TPF 5. Team Composition and Task.

1. Technical or Managerial Staff			
No.	Name	Position	Task

2. Administrative Support Staff			
No.	Name	Position	Task

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

Certification on Current Workload Relative to Capacity

I, the undersigned, representing [**Name of Bidder**], hereby certify that:

1. The [Name of Bidder] has the technical and managerial capacity, as well as the necessary expertise and resources, to successfully perform and complete the requirements of the procurement project for consulting services;
2. Based on the current workload for both Technical/Managerial and Administrative Support Staff, we confirm that the firm's current assignments do not hinder our ability to allocate sufficient qualified personnel and resources for the timely and effective delivery of the required services;

3. The remaining capacities of our key personnel and overall firm are sufficient to undertake this project without compromising the quality and timeliness of outputs.

This certification is issued in support of our bid and in compliance with the requirements of the procuring entity.

Done this ___ day of _____, 2025, at _____.

[Name and Signature]
Authorized Representative
[Position]
[Name of Bidder]
[Contact Information]

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

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____
_____
_____

Detailed Tasks Assigned: _____
_____
_____
_____

Key Qualifications:

[*Give an outline of staff member's experience and relevant training most pertinent to the tasks on project at hand and aligned with the technical qualifications or certifications mentioned in the TOR. Describe the degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.*]

_____
_____

Education:

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

_____
_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in the last [insert relevant period which shall not exceed ten (10) years] years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____
_____

Languages:

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

_____
_____

Certification:

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

Commitment:

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

_____ Date: _____

[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

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

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

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

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____
Location: _____ Signature: _____
(Authorized representative)

Full Name: _____
Title: _____
Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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

Note: The reports submission timelines indicated in this table should correspond to those specified in the Terms of Reference (TOR). Bidders are advised to adjust the entries under Reports Matrix to accordingly reflect the actual deliverables and schedules required by the Procuring Entity.

OMNIBUS SWORN STATEMENT

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1) *Select one, delete the others:*

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

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

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2) *Select one, delete the others:*

   - *If sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *Engagement of Investment Consultant for SSS' Global Investments* of the *Social Security System [insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *Engagement of Investment Consultant for SSS' Global Investments* of the *Social Security System*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *Engagement of Investment Consultant for SSS' Global Investments* of the *Social Security System*, as supported by

the attached duly notarized Special Power of Attorney *for authorized representative*;

3) *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

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

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

6) *Select one, delete the others:*

- *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the

members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7) It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8) *[Name of Bidder]* complies with existing labor laws and standards; and

9) *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

    a) Carefully examine all of the Bidding Documents;

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

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

    d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *Engagement of Investment Consultant for SSS' Global Investments.*

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

11) In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:
[Insert Bidder's Name]
[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

* This form will not apply for WB funded projects

Bid Securing Declaration Form

[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]

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

BID SECURING DECLARATION

ENGAGEMENT OF INVESTMENT CONSULTANT FOR SSS' GLOBAL INVESTMENTS
Project Identification No.: *REI-NGPA-SSS-CONSULTING-2026-008*

To: ***SOCIAL SECURITY SYSTEM***
East Avenue, Diliman, Quezon City

I/We, the undersigned, declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;

2) I/We accept that:

   a) I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award or Declaration of Original Offeror;

   b) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and

   c) I/We will pay the applicable fine within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake; In case of an original offeror

	Applicable Fine
a) in the case of a single bidder	i) two percent (2%) of the Approved Budget for the Contract (ABC); or ii) the difference between the evaluated bid price and the ABC whichever is higher
b) in the case of multiple bidders	i) two percent (2%) of the ABC; or ii) the difference between the evaluated bid prices with the bidder with Lowest

		Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on whichever is higher
c)	in case of violations committed prior to the opening of the financial envelope	i) a fixed amount of two percent of the ABC,

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   c) I am/we are declared the bidder with the *[Insert Award Criterion[6]]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]
[Signature over Printed Name]
[Position/Designation]
[Date]

[6] *Lowest Calculated and Responsive Bid, Most Economically Advantageous Responsive Bid, Most Advantageous Responsive Bid, and Highest Rated Responsive Bid.*

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

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

a) followed the applicable rules and guidelines indicated in this ITB;

b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and

c) agree to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs.

REMINDERS:

a) Consultants are advised to observe the following instructions when completing the FPFs

FPF 1	Indicate the base financial proposal and the estimated taxes in both words and figures.
FPF 2	Ensure that the base financial proposal and local taxes are consistent with the amounts stated in FPF 1.

b) Ensure that all amounts indicated in the FPFs are consistent and do not exceed the ABC.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consulting Services for *Engagement of Investment Consultant for SSS' Global Investments* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is inclusive of all taxes, national or local, such as but not limited to value-added tax (VAT), income tax, local taxes, and other fiscal levies and other duties.

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

In accordance with **GCC** Clause 52, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies)[7]	Amount in Philippine Peso
Subtotal / Base Financial Proposal		
Local Taxes		
Total Amount of Financial Proposal		_____

Note: The Subtotal/Base Financial Proposal and Local Taxes must be consistent with the corresponding amounts indicated in FPF 1.

[7] In cases of contracts involving foreign consultants, indicate the exchange rate used.

CONTRACT FORM

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) calendar days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

SOCIAL SECURITY SYSTEM, a government agency of the Republic of the Philippines, represented herein by its Authorized Signatory, _____, _____, duly authorized pursuant to _____ dated _____ (Annex "A"), hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant], of legal age, Filipino, with principal office at _____ hereinafter called "the Supplier/Contractor/Consultant".

If corporation –

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of the Philippines, with principal office at _____, represented herein by its _____, _____, duly authorized pursuant to _____ (Annex ___) hereinafter called "the Supplier/Contractor/Consultant".

(The details of the counter-party including but not limited to their name, type of entity, address, authorized signatory/ies, basis for such authority, etc. may be changed)

WHEREAS**,** the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz:*

   a. Philippine Bidding Documents (PBD);

   - *For Procurement of Consulting Services*
     i. General and Special Conditions of Contract;
     ii. Terms of Reference;
     iii. Request for Expression of Interest;
     iv. Instructions to Bidders;
     v. Bid Data Sheet;
     vi. Addenda and/or Supplemental Bid Bulletins, if any;
     vii. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
     viii. Eligibility requirements, documents and/or statements; and
     ix. Other contract documents that may be required by existing laws and/or the Entity.

   b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   c. Performance Security;

   d. Notice of Award of Contract; and the Supplier/Contractor/Consultant's Conforme thereto; and

   e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The Entity agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985

(Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For SSS	For the Supplier/Contractor/Consultant
_____	_____
_____	_____

Signed in the presence of:

_____ _____

Insert Name of Certifying Officer as to availability of funds
(Insert Position)
(Insert Department)

FUNDS AVAILABLE:
APP No. _____

In case of double acknowledgement which is usually used by SSS:

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person/s who executed the foregoing Contract, consisting of _____ (__) pages, including this page but excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

SECOND ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____ Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person/s who executed the foregoing Contract, consisting of _____ (__) pages, including this page but excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Section VIII. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel

List under:

1) Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.

2) Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.

3) Same information as in no.1 for Key Local Personnel.

IV. Breakdown of Contract Price

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

1) Monthly rates for Personnel (Key Personnel and other Personnel)

2) Reimbursable expenditures

3) Applicable taxes

V. Services and Facilities Provided by the Client

Provide a detailed description of the services and facilities to be made available to the Consultant, and the time and manner of their availment.

VI. Consultant's Representations Regarding Costs and Charges

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

1) Review of Remuneration Rates

a) The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information

should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

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

c) Salary

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

i) Bonus

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

ii) Social Costs

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

iii) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^{8} = \frac{total\ days\ leave\ x\ 100}{[365 - w - ph - v - s]}$$

[8] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

iv) Overheads

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

v) Fee or Profit

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

vi) Away from Headquarters Allowance or Premium

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

vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents ¾ the subsistence rate shall be the same for married and single team members.

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

2) Reimbursables

The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, the cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and

printing. These costs may be either fixed or reimbursable in foreign or local currency.

3) Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES[9]

[Currencies:_____[10]]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate[11]	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant:_____ Date:_____
Authorized Representative:_____ Name:_____
Title:_____

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

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

11 Per month, day, or hour as appropriate.

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