

Notice of Negotiated Procurement

MARKETING RESEARCH AND BRAND AUDIT FOR DUTY FREE PHILIPPINES

MKTG1903

Duty Free Philippines Corporation (DFPC), through its 2020 Corporate Budget intends to apply the sum of **Four Million Pesos (PhP4,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Marketing Research and Brand Audit**.

Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

Bidding will be conducted through open competitive bidding procedures using the non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

The procurement procedure for this project is Negotiated Procurement due to two (2) failed biddings, Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184), DFPC may directly negotiate with a **technically, legally and financially** capable Consultant after two (2) failed biddings.

Interested Consultants may obtain further information from DFPC and inspect the Bidding Documents at the address given below from 9:00AM – 5:00PM, Mondays thru Fridays.

A complete set of Bidding Documents may be acquired by interested bidders on **10 January 2020** from the address below.

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.

Please refer to the listed bidding schedule below and will be held at the address given below:

ACTIVITIES	DATE
Opening of Eligibility Documents	15 January 2020, 10:00AM
Negotiation on Technical and Financial Requirements	16 January 2020, 10:00AM

Submission of Best Offer based on the Final Technical and Financial Requirements	21 January 2020, 2:00PM
--	-------------------------

Each Consultant shall submit one (1) original and three (3) copies of its Eligibility and Technical Components and Financial Component. Best offer will be opened in the presence of the Bidders' representatives who choose to attend. **Late submission of best offer shall not be accepted.**

DFPC shall evaluate bids using the **Quality Based Evaluation/Selection (QBE/QBS)**. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

The contract shall be completed within six (6) months.

DFPC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 Revised IRR, without thereby incurring any liability to the affected bidder or bidders.

ENGR. JOEL R. PEREZ

BAC Chairperson

BAC Secretariat

Duty Free Philippines
EHA Bldg, Fiesta Mall, Columbia Complex
Ninoy Aquino Ave., Parañaque City
(632) 552-4343; (632) 552 4337 loc.3039
Telefax No. (632) 552-4345, 879-3664,
552 4399 loc 834
Email: bacsecretariat@dfp.com.ph

III. ELIGIBILITY DATA SHEET

Eligibility Documents	
1.2	Not applicable.
1.3	No further instructions.
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within ten (10) years prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	Client's signature of satisfaction in the list of completed contracts or

Eligibility Documents	
	<p>Customer Satisfaction Certificate.</p> <p>In consideration of the time constraints, the Client's signature of satisfaction on the foregoing list of completed and ongoing contracts or the Customer Satisfaction Certificate is optional. However, BAC reserves the right to call or write prospective bidder's clients and verify their satisfaction.</p>
4.2	Each prospective bidder shall submit one (1) original and three (3) copies of its eligibility documents.
4.3(c)	<p>Engr. Joel R. Perez</p> <p>BAC Chairperson DUTY FREE PHILIPPINES CORPORATION, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City. Tel No: 8552 4343 / 8552 4337 loc 3039 Fax: 8552-4345 Email: bacsecretariat@dfp.com.ph</p>
4.3(d)	Marketing Research and Brand Audit for Duty Free Philippines MKTG1903
5	<p>The address for submission of Eligibility Documents is: DUTY FREE PHILIPPINES CORPORATION, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City.</p> <p>The deadline for submission of Eligibility Documents is: 15 January 2020 at 10:00AM</p>
8.1	<p>The place of opening of eligibility documents is: DUTY FREE PHILIPPINES CORPORATION, Ground Floor BAC Conference Room, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City.</p> <p>The date and time of opening of eligibility documents is: 15 January 2020 at 10:15AM</p>
9.1	Similar contracts shall refer to market research and brand audit.

Eligibility Documents								
9.2	<p>Criteria and rating system to be used by DFPC for the short listing of consultants:</p> <table border="1" data-bbox="443 409 1414 1167"> <tr> <td data-bbox="443 409 1286 987"> <p>a. Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firm or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants</p> <ul style="list-style-type: none"> • Consultancy Firm or its professional staff must have a minimum experience of 10 years in Marketing and Social Research, Brand Health Tracking, and Statistics and Data Analysis. • Consultancy Firm shall present: <ul style="list-style-type: none"> ○ multi-country projects at least two (2) ○ government projects at least two (2) </td> <td data-bbox="1286 409 1414 987" style="text-align: center; vertical-align: top;">55%</td> </tr> <tr> <td data-bbox="443 987 1286 1095">b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking</td> <td data-bbox="1286 987 1414 1095" style="text-align: center; vertical-align: top;">40%</td> </tr> <tr> <td data-bbox="443 1095 1286 1167">c. Current workload relative to capacity</td> <td data-bbox="1286 1095 1414 1167" style="text-align: center; vertical-align: top;">5%</td> </tr> </table>		<p>a. Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firm or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants</p> <ul style="list-style-type: none"> • Consultancy Firm or its professional staff must have a minimum experience of 10 years in Marketing and Social Research, Brand Health Tracking, and Statistics and Data Analysis. • Consultancy Firm shall present: <ul style="list-style-type: none"> ○ multi-country projects at least two (2) ○ government projects at least two (2) 	55%	b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	40%	c. Current workload relative to capacity	5%
<p>a. Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firm or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants</p> <ul style="list-style-type: none"> • Consultancy Firm or its professional staff must have a minimum experience of 10 years in Marketing and Social Research, Brand Health Tracking, and Statistics and Data Analysis. • Consultancy Firm shall present: <ul style="list-style-type: none"> ○ multi-country projects at least two (2) ○ government projects at least two (2) 	55%							
b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	40%							
c. Current workload relative to capacity	5%							

Notice of Negotiated Procurement

MARKETING RESEARCH AND BRAND AUDIT FOR DUTY FREE PHILIPPINES

MKTG1903

DUTY FREE PHILIPPINES CORPORATION (DFPC) (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from its 2019 Corporate Budget (hereinafter called the “Funding Source”) toward the cost of **Marketing Research and Brand Audit for Duty Free Philippines**. The Procuring Entity intends to apply a portion of the funds in the amount of **Four Million Pesos (PhP4,000,000.00)** to eligible payments under the contract for **Marketing Research and Brand Audit for Duty Free Philippines (MKTG1903)** for which the Bidding Documents is issued.

DFPC now invites bids to provide the following Consulting Services: The Consultant shall conceptualize the strategic approach for the conduct of the entire project. This shall include the

design and use of all specific tools to be applied in determining purchasing attitude, behavior, brand perception, acceptance, and brand evaluation for both current and potential consumer prospects. The Consultant shall provide DFPC with comprehensive report which shall include Data Analysis/Write Up of the entire study. More details on the services are provided in the Terms of Reference (TOR) for the project.

The Consultant shall be selected and employed in accordance with the **Quality Based Evaluation/Selection (QBE/QBS)** procedures as described in the Bidding Documents.

ENGR. JOEL R. PEREZ

BAC Chairperson

BAC Secretariat

Duty Free Philippines
 EHA Bldg, Fiesta Mall, Columbia Complex
 Ninoy Aquino Ave., Parañaque City
 (632) 552-4343; (632) 552 4337 loc.3039
 Telefax No. (632) 552-4345, 879-3664,
 552 4399 loc 834
 Email: bacsecretariat@dfp.com.ph

III. BID DATA SHEET

ITB Clause	
1.1	The PROCURING ENTITY is DUTY FREE PHILIPPINES CORPORATION The evaluation procedure is Quality Based Evaluation/Selection (QBE/QBS) The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.
1.2	The Funding Source is: The Government of the Philippines (GoP) through the 2019 Corporate Budget of Duty Free Philippines Corporation.

ITB Clause	
	<p>The name of the project is</p> <p style="text-align: center;">Marketing Research and Brand Audit for Duty Free Philippines (MKTG1903)</p>
1.3	<p>The Project description is:</p> <p>The Consultant shall conceptualize the strategic approach for the conduct of the entire project. This shall include the design and use of all specific tools to be applied in determining purchasing attitude, behavior, brand perception, acceptance, and brand evaluation for both current and potential consumer prospects. The Consultant shall provide DFPC with comprehensive report which shall include Data Analysis/Write Up of the entire study.</p>
1.4	<p>The Project shall be phased.</p> <p>Phase 1 – Preliminary Discussions</p> <ul style="list-style-type: none"> • Preliminary Insighting • Preliminary Focused Group Discussions • Preliminary Focused Interviews <p>Phase 2 – Data Gathering for NCR</p> <ul style="list-style-type: none"> • Focused Group Discussions • Focused Interviews <p>Phase 3 – Data Gathering for Cebu</p> <ul style="list-style-type: none"> • Focused Group Discussions • Focused Interviews <p>Phase 4 – Data Analysis/Write Up for the entire study</p>
5	No further instructions.
6.1	Subcontracting is not allowed..
6.2	Not applicable.
7	<p>A Negotiation on Technical and Financial Requirements shall be held on:</p> <p>16 January 2020, 10:00AM</p> <p>DUTY FREE PHILIPPINES CORPORATION</p> <p>BAC Office</p> <p>EHA Building, Fiestamall,</p> <p>Columbia Complex, Ninoy Aquino Ave.</p> <p>Parañaque City</p>
8.1	The PROCURING ENTITY's address is:

ITB Clause																			
	<p>Duty Free Philippines Corporation Ground Floor, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City</p> <p>ENGR. JOEL R. PEREZ</p> <p>BAC Chairperson</p> <p>Thru: BAC Secretariat</p> <p>Tele No : 8552 4337 loc 3039/3096, 8552 4343</p> <p>Fax No. 8879 3664 / 8552 4345 / 8552 4399 loc. 834</p> <p><u>bacsecretariat@dfp.com.ph</u></p>																		
10.1(b)	Not applicable.																		
10.1 (c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1" data-bbox="400 960 1426 1498"> <thead> <tr> <th data-bbox="400 960 469 1025"></th> <th data-bbox="469 960 735 1025">Professional Staff</th> <th data-bbox="735 960 1426 1025">Minimum Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1025 469 1093">1</td> <td data-bbox="469 1025 735 1093">Project Manager</td> <td data-bbox="735 1025 1426 1093">with PhD, minimum of 10 years of experience</td> </tr> <tr> <td data-bbox="400 1093 469 1196">2</td> <td data-bbox="469 1093 735 1196">Quantitative Researcher</td> <td data-bbox="735 1093 1426 1196">with PhD, minimum of 10 years of experience</td> </tr> <tr> <td data-bbox="400 1196 469 1296">3</td> <td data-bbox="469 1196 735 1296">Qualitative Researcher</td> <td data-bbox="735 1196 1426 1296">with PhD, minimum of 10 years of experience</td> </tr> <tr> <td data-bbox="400 1296 469 1397">4</td> <td data-bbox="469 1296 735 1397">Analyst 1</td> <td data-bbox="735 1296 1426 1397">5 to 10 years of experience in Marketing and Social Research, and Statistics and Data Analysis</td> </tr> <tr> <td data-bbox="400 1397 469 1498">5</td> <td data-bbox="469 1397 735 1498">Analyst 2</td> <td data-bbox="735 1397 1426 1498">5 to 10 years of experience in Marketing and Social Research, Statistics and Data Analysis</td> </tr> </tbody> </table>		Professional Staff	Minimum Experience	1	Project Manager	with PhD, minimum of 10 years of experience	2	Quantitative Researcher	with PhD, minimum of 10 years of experience	3	Qualitative Researcher	with PhD, minimum of 10 years of experience	4	Analyst 1	5 to 10 years of experience in Marketing and Social Research, and Statistics and Data Analysis	5	Analyst 2	5 to 10 years of experience in Marketing and Social Research, Statistics and Data Analysis
	Professional Staff	Minimum Experience																	
1	Project Manager	with PhD, minimum of 10 years of experience																	
2	Quantitative Researcher	with PhD, minimum of 10 years of experience																	
3	Qualitative Researcher	with PhD, minimum of 10 years of experience																	
4	Analyst 1	5 to 10 years of experience in Marketing and Social Research, and Statistics and Data Analysis																	
5	Analyst 2	5 to 10 years of experience in Marketing and Social Research, Statistics and Data Analysis																	
11.5	Taxes: The Consultant services shall be subject to twelve percent (12%) Value Added Tax (VAT).																		
11.7	<p>The ABC is:</p> <p>Four Million Pesos (PhP4,000,000.000).</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>																		
13.1	The bid prices shall be quoted in Philippine Pesos.																		
13.3	No further instructions.																		

ITB Clause										
14.1	Bids will be valid until 20 May 2020 .									
15.1	<p>The bid security shall be in the following amount:</p> <table border="1"> <thead> <tr> <th>ACCEPTABLE FORMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td rowspan="2">Two Percent (2%) of the ABC or Eighty Thousand Pesos (PhP80,000.00)</td> </tr> <tr> <td>2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td> </tr> <tr> <td>3. 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%) of the ABC or Two Hundred Thousand Pesos (PhP200,000.00)</td> </tr> <tr> <td>4. Bid Securing Declaration</td> <td>Refer to Bidding Forms</td> </tr> </tbody> </table>	ACCEPTABLE FORMS	AMOUNT	1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two Percent (2%) of the ABC or Eighty Thousand Pesos (PhP80,000.00)	2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	3. 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%) of the ABC or Two Hundred Thousand Pesos (PhP200,000.00)	4. Bid Securing Declaration	Refer to Bidding Forms
ACCEPTABLE FORMS	AMOUNT									
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two Percent (2%) of the ABC or Eighty Thousand Pesos (PhP80,000.00)									
2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank										
3. 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%) of the ABC or Two Hundred Thousand Pesos (PhP200,000.00)									
4. Bid Securing Declaration	Refer to Bidding Forms									
15.2	The bid security shall be valid until 20 May 2020 .									
15.5(b)(iii)	No further instructions.									
17.1	No further instructions.									
17.3	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.									
18	<p>The Address for Submission of Best Offer based on the Final Technical and Financial Requirements is:</p> <p>DUTY FREE PHILIPPINES CORPORATION</p> <p>BAC Office</p>									

ITB Clause	
	<p>EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The deadline for Submission of Best Offer based on the Final Technical and Financial Requirements is on</p> <p>21 January 2020 at 2:00PM.</p>
21.2	<p>The place of bid opening is</p> <p>DUTY FREE PHILIPPINES CORPORATION</p> <p>BAC Office</p> <p>Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The date and time of bid opening of Best Offer based on the Final Technical and Financial Requirements is:</p> <p>21 January 2020 at 2:15PM (based on DFPC's official time).</p>
22.1	No further instructions.
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a.a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</p> <p>a.b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however</i>, that the Highest Rated Bid shall pass the minimum score indicated therein.</p> <p>a.c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>a.d) After approval by the HoPE of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</p> <p>a.e) Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in ITB Clause 11.7.</p>

ITB Clause															
25.3	<p>The minimum required St for each criterion is as follows:</p> <table border="1" data-bbox="443 409 1385 1379"> <thead> <tr> <th data-bbox="443 409 1142 474">Description</th> <th data-bbox="1142 409 1241 474">Min</th> <th data-bbox="1241 409 1385 474">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 474 1142 678">Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff</td> <td data-bbox="1142 474 1241 678">7</td> <td data-bbox="1241 474 1385 678">10</td> </tr> <tr> <td data-bbox="443 678 1142 1144">Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and</td> <td data-bbox="1142 678 1241 1144">14</td> <td data-bbox="1241 678 1385 1144">20</td> </tr> <tr> <td data-bbox="443 1144 1142 1379">Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.</td> <td data-bbox="1142 1144 1241 1379">49</td> <td data-bbox="1241 1144 1385 1379">70</td> </tr> </tbody> </table> <p>The minimum St required to pass is Seventy (70).</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p>			Description	Min	Weight	Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff	7	10	Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and	14	20	Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.	49	70
Description	Min	Weight													
Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff	7	10													
Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and	14	20													
Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.	49	70													
26.1	<p>The opening of Financial Proposal shall be on:</p> <p>21 January 2020 at 2:15PM.</p> <p>Duty Free Philippines Corporation, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City.</p> <p>Best Offers shall be opened in public.</p>														
26.2	<p>Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on</p>														

ITB Clause	
	<p>the basis of the Technical and Financial Proposals submitted in accordance with the instructions given in ITB Clause 25 and this BDS. The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the Bid. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p>
27.1	<p>The address for negotiations is:</p> <p>Duty Free Philippines Corporation, BAC Office EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City.</p>
27.2(e)	Negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	<ol style="list-style-type: none"> 1. 2018 Income Tax Return (<i>form 1701/1702</i>) 2. Business Tax Return (<i>forms 2550M and 2550Q</i>) for the last six (6) months (June to November 2019) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>Updated General Information Sheet received by the SEC, for corporation.</p> <p>BIR Certificate of Registration.</p> <p>Company Profile</p> <p>Location map and photo of the office</p>
31.4.6	No additional requirement.
32.1	No further instructions.
33.2	The effective date of the contract shall be indicated in the Notice to Proceed.

**v. SPECIAL CONDITIONS OF THE
CONTRACT**

GCC Clause											
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>the 2019 Corporate Budget of Duty Free Philippines Corporation</i> in the amount of:</p> <p>Four Million Pesos (PhP4,000,000.00)</p>										
6.2 (b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>										
7	Not applicable.										
8	Not Applicable.										
10	No further instructions.										
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <table border="0" data-bbox="419 1205 1425 1507"> <tr> <td>Vicente Pelagio A. Angala</td> <td>Ma. Lourdes P. Malabuyo</td> </tr> <tr> <td>Chief Operating Officer</td> <td>OIC-Marketing Manager</td> </tr> <tr> <td>Tel. Nos. (632) 8879-3559</td> <td>Tel Nos. (632) 8879-4356</td> </tr> <tr> <td>Fax No. (632) 8552-4301</td> <td>Email: malabuyomlp@dfp.com.ph</td> </tr> <tr> <td>Email: angalava@dfp.com.ph</td> <td></td> </tr> </table> <p>For the Consultant: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	Vicente Pelagio A. Angala	Ma. Lourdes P. Malabuyo	Chief Operating Officer	OIC-Marketing Manager	Tel. Nos. (632) 8879-3559	Tel Nos. (632) 8879-4356	Fax No. (632) 8552-4301	Email: malabuyomlp@dfp.com.ph	Email: angalava@dfp.com.ph	
Vicente Pelagio A. Angala	Ma. Lourdes P. Malabuyo										
Chief Operating Officer	OIC-Marketing Manager										
Tel. Nos. (632) 8879-3559	Tel Nos. (632) 8879-4356										
Fax No. (632) 8552-4301	Email: malabuyomlp@dfp.com.ph										
Email: angalava@dfp.com.ph											
15.1	<p>The addresses are:</p> <p>PROCURING ENTITY: DUTY FREE PHILIPPINES CORPORATION</p>										

GCC Clause	
	<p>Attention: Vicente Pelagio A. Angala</p> <p>Through:</p> <p>Address: 2nd Floor, Office of the Chief Operating Officer, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City.</p> <p>Facsimile: (632) : 552 4301</p> <p>Email: angalava@dfp.com.ph</p> <p>Consultants:</p> <p>Attention:</p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <ul style="list-style-type: none"> a) in the case of personal delivery or registered mail, on delivery; b) in the case of facsimiles, within an hour following confirmed transmission; or c) in the case of e-mail, within an hour following confirmed transmission.
18.3	Consultant's account _____.
19	No further instructions.
20	No additional provision.
22	None.
24	The time period shall be six (6) months from the effective date of the Contract.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	<p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the DFPC under this Contract that shall become and remain the property of the DFPC are as follows:</p> <p>Comprehensive report which shall include Data Analysis/Write Up of the</p>

GCC Clause	
	entire study
38.1(d)	No further instructions.
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons of as may be determined by DFPC, 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.or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>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.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	<p>The total ceiling amount in Philippine Pesos is</p> <p>Four Million Pesos (PhP4,000,000.00).</p>
52.2	No further instructions.
53.2	No additional instructions.
53.4	No reimbursement of expenses is allowed.
53.5(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) An advance payment of (<i>insert mount</i>) in Philippine Peso shall be made within (<i>insert number</i>) days after the Effective Date. The advance payment shall be set off by DFPC in equal installments against the statements for the first (<i>insert number</i>) months of the Services until the advance payment has been fully set off.</p> <p>(b) The advance payment shall be made only upon the submission to and acceptance by DFPC of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.</p> <p>Schedule of payment shall be:</p> <p>(a) 20% mobilization fund at the start of the project</p> <p>(b) 20% upon submission of preliminary insighting report</p> <p>(c) 20% upon submission of initial focused interview and study design</p> <p>(d) 20% upon submission of the full report (subject to one</p>

GCC Clause	
	revision based on comments received from DFPC) (e) 20% upon acceptance by DFPC of the report
53.5(c)	The interest rate is: zero.
55.6	No further instructions.

I.

II. Section VI. Terms of Reference

I. Background

The Duty Free Philippines Corporation (DFPC) is the government's arm that has been given the trust and responsibility to establish and operate a duty and tax free merchandizing system through outlet stores in various parts of the country. With the signing of the Tourism Act of 2009 (RA 9593), the DFPC is tasked to operate duty free outlets for retailing merchandise for foreign and local tourists.

For more than 30 years, the DFPC has achieved a lot of milestones in marketing and retail. From the late 80s to the early 2000, the DFPC has attained citations and awards from local and international bodies. The brand is ingrained to both local and foreign travelers who equate the DFPC with quality, affordability, and sass.

Current laws and code on importation in the Philippines, however, have challenged the standing of the corporation in providing local and international clients with imported goods that are less expensive and of premium quality. Moreover, the seemingly changing landscape of shoppers and their behaviors led to the decline in the patronage of the DFPC. It appears that the notion of ease in shopping at DFPC stores has changed because of the presence of competitors that enjoy almost the same privileges as DFPC. Products that have been exclusively sold at DFPC stores are now found in the competitors' racks and shelves.

The DFPC is in need of a marketing plan that could best capture new clients and recapture the interests of its existing market. With tourism arrivals in 2019

projected to grow to 8.2 million foreign visitors from last year's 7.168 million, tourism's economic contribution to the Philippine economy continues. Such a large number of potential clients would eventually help translate into visitor spending. DFPC could help maximize the Philippines' potential as a shopping destination with government's focus on attracting high-value tourists than mass tourists. Further, the existing Filipino travelers, both the Overseas Filipino Workers (OFW) and their families, as well as those who frequent international destinations, would have to be reprofiled so their buying attitude and behaviors could be added to the marketing strategies of the corporation.

It is, therefore, necessary that before any marketing plan, campaign, and strategies be designed by the corporation, an in-depth mixed paradigm market and brand research be conducted. Results of the study could help in understanding new and existing customers. Results of market research studies would inform the corporation about the profiles and musings of potential and existing clients about the DFPC as a brand, as well as its competitors.

II. **Research Questions and Objectives**

This research would provide data on the buying attitude and behaviors, perceived brand position, and brand appraisal of current and prospective clients of the DFPC.

For the current clients, the following questions would be answered:

1. What are the profile and demographics of current clients?
2. What do these current client think about the DFPC brand of retail and merchandize?
3. What are the purchase attitude and behaviors of current clients?
4. How is DFPC perceived and accepted in terms of location, price, position, and promotions?
5. How is DFPC appraised in terms of diversity of products, merchandizing, customer service, and payment procedures?

For the prospective clients:

6. What are the profile and demographics of the potential DFPC clients?
7. What do the potential market segments think about DFPC?
8. What are the perceived purchase attitude and behaviors of DFPC potential clients in terms of purchase intent and habits?
9. How is DFPC perceived and accepted in terms of location, price, position, and promotions?
10. How is DFPC perceived in terms of diversity of products, merchandizing, customer service, and payment procedures?

Objectives of the study:

1. Ascertain the considerations and understanding of the DFPC about its role and place in the merchandizing system;
2. Understand the factors and issues that potential market segments have about current practices at the DFPC;
3. Determine the potential prospects that DFPC have in relation to current consumer purchasing attitude and behavior, brand perception and acceptance, and brand evaluation

III. Research Methodology

A. Research Design and Timeline

Months	Methods	Purposes
1-1.5	Preliminary insightfuling	The researchers would conduct a meeting with key informants from DFPC to define the current strategies, as well as the potential marketing plans and directions of the corporation, in order to help in the crafting of the online survey, Focused Group Discussion (FGD), and Focused Interview (FI) questions .
	Preliminary FGDs	An initial set of discussion/s with Manila-based foreign and local travelers will be conducted to gain insight on the nature of purchase attitude and behavior, brand perception and acceptance, and brand evaluation standards.
	Preliminary FIs	A set of focused Interview/s with OFWs and Filipinos, who reside abroad and are currently visiting the

		country, will be conducted.
	Designing of (1) online survey questionnaire, (2) FGD instruments, and (3) FI instruments	
1.5-4	Online survey	An online survey of previous/current and potential clients from OFW families, OFW, Filipino travelers, and foreigners will be conducted to provide a general understanding of the considerations of the clients about the DFPC.
2-3	NCR data gathering:	
	(1) FGDs	FGDs will be conducted in NCR among Philippine-based families of OFWs and Philippine-based Filipinos who travel abroad
	(2) FIs	FIs will be conducted in NCR covering OFWs and Filipinos who reside abroad and are currently visiting the country as well as foreigners who are currently residing in the Philippines and foreigners who are currently travelling in the Philippines
4-5	Cebu data gathering:	
	(1) FGDs	FGDs will be conducted in Cebu among Philippine-based families of OFWs and Philippine-based Filipinos who travel abroad
	(2) FIs	FIs will be conducted in Cebu covering OFWs and Filipinos who reside abroad and are currently visiting the country as well as foreigners who are currently residing in the Philippines and foreigners who are currently travelling in the Philippines
6-7	Data Analysis/ Write Up for the entire study	

Table 1. Breakdown of FGD Groups for the Study

	NCR	Cebu
Philippine-based families of OFWs	2 groups	2 groups
Philippine-based Filipinos who travel abroad	2 groups	2 groups

Note: One (1) group in each category will represent previous/current Duty Free Philippines clients and one (1) group in each category will represent potential Duty Free Philippines clients.

Table 2. Breakdown of Focused Interviews for the Study

	NCR	Cebu
OFWs currently on vacation in the Philippines	4 individuals	4 individuals
Filipinos living abroad (but currently on vacation in the Philippines)	4 individuals	4 individuals
Foreigners who are currently residing in the Philippines	2 individuals	2 individuals
Foreigners who are currently travelling in the Philippines	2 individuals	2 individuals

Note: For Filipino participants, two (2) individuals in each category will represent previous/current Duty Free Philippines clients and another two (2) individuals in each category will represent potential Duty Free Philippines clients. For foreign participants, one (1) individual in each category will represent previous/current Duty Free Philippines clients and one (1) individual in each category will represent potential Duty Free Philippines clients

IV. DFPC RESPONSIBILITIES

1. DFPC to provide service provider access to required data and information that can contribute to success of the project.
2. DFPC to provide Internal Technical Working Group (ITWG) to guide and assist the service provider to ensure successful completion of the Project.

V. CONTRACT PERIOD | PROJECT TIME FRAME

Work Period Six (6) months

III.

IV. Section VII. Bidding Forms

Eligibility Documents Submission Form

[Date]

DUTY FREE PHILIPPINES CORPORATION
EHA Building, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Attention : The Chairperson
Bids and Awards Committee

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for *[Title of Project]*, *[Name of Consultant]* hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant

Address

Technical Proposal Forms

Notes for Consultants

Use TPF1, Technical Proposal Submission Form.

Experience of the Firm

Maximum of **three (3) pages** introducing the background and general experience of the Consultant, including its partner(s) and subcontractors, if any.

Maximum of **twenty (20) pages** completed projects in the format of TPF 2, Consultant's references illustrating the relevant experience of the Consultant, including its partner and subcontractors, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4, Description of the Methodology and Work Plan for Performing the Project; TPF 5, Team Composition and Task.

If subcontracting is allowed, add the following: If the Consultant will engage a subcontractor for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subcontractor, and include the legal eligibility documents of such subcontractor.

Curriculum Vitae (CV)

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

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than **ten (10) pages** using TPF 3, Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by

TPF 1. Technical Proposal Submission Form

[Date]

DUTY FREE PHILIPPINES CORPORATION

EHA Building, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Attention : The Chairperson
Bids and Awards Committee

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Marketing Research and Brand Audit for Duty Free Philippines** in accordance with your Bidding Documents dated _____ and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before 003 March 2020,, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept DFPC's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the DFPC as a result of this Bid or not.

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. Consultant's References

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

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

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

Consultant's Name: _____

TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by DFPC:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 4. Description of the Methodology and Work Plan for Performing the Project

Presentation of specific tools, strategies and approach in line with the Terms of Reference.

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

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

Full name of staff member: _____
Full name of authorized representative: _____

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

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance *[date issued]*, *[place issued]*
PTR No. ___, *[date issued]*, *[place issued]*
IBP No. ___, *[date issued]*, *[place issued]*
Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

TPF 8. Activity (Work) Schedule

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Consultant]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Consultant]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Bidder's Representative/Authorized Signatory]

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

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

MCLE Compliance [date issued], [place issued]

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

Invitation to Bid *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

a.i.1.a.i.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.

a.i.1.a.i.2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

a.i.1.a.i.3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

a.i.1.a.i.3.a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

a.i.1.a.i.3.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;

a.i.1.a.i.3.c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
MCLE Compliance [date issued], [place issued]
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]
Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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:

- (1.1.a) followed the applicable rules and guidelines indicated in this ITB;
- (1.1.b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (1.1.c) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

FPF 1. Financial Proposal Submission Form

[Date]

DUTY FREE PHILIPPINES CORPORATION

EHA Building, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Attention : The Chairperson
Bids and Awards Committee

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Marketing Research and Brand Audit for Duty Free Philippines** in accordance with your Bidding Documents dated _____ and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, **20 May 2020**.

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

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

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

We remain,

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

FPF 2. Summary of Costs

Costs	Currency(ies) ¹	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

1

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

a.i.1.a.i.1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

- (a) General and Special Conditions of Contract;
- (b) Terms of Reference
- (c) Request for Expression of Interest;
- (d) Instructions to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto;
- (k) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of DFPC

Binding Signature of Consultant

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

Motion for Reconsideration

Date of Issuance

ENGR. JOEL R. PEREZ

Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Dear Madame:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the ___ (*Name of Project*) ___ held on ___ (date and time) ___ at ___ (venue) ___, we would like to request for reconsideration the decision of "Ineligibility" of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder

Position of the Representative

Name of the Bidder

Received by the BAC:

Date: _____

V.

VI. Section VIII. Appendices

VII. 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.

VIII. 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."

IX. Key Personnel and Subconsultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

X. 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

XI. Services and Facilities Provided by the Client

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

XII. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not

be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salary² =

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

(v) Overheads

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

(vi) Fee or Profit

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

² Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members.

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

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

XIII. BREAKDOWN OF AGREED FIXED RATES³

[Currencies: _____⁴]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁵	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)		Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)

³ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁴ If different currencies, a different table for each currency should be used.

⁵ Per month, day, or hour as appropriate.

