



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
 Rizal Street, Old Alibay, Legazpi City

Document Code		
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MODE OF PROCUREMENT:	Small Value Procurement (53.9)	RFP No. :	CONS-2024-001
Name of Procuring Entity:	DILG REGIONAL OFFICE V	Date:	July 18, 2024
Office/End User:		PDMU	
Company Name (TO BE FILLED OUT BY SUPPLIER):			
Address (TO BE FILLED OUT BY SUPPLIER)			

***PhilGEPS Registration No. (TO BE FILLED OUT BY SUPPLIER)**

Please quote your lowest price for the requirements listed hereunder subject to the Terms and Conditions stated below and submit to this office duly signed:

TERMS AND CONDITIONS:

- Bidders shall provide correct and accurate information required in this form.
- Bidders may quote for any or all items.
- Price quotation(s) to be denominated in Philippine Peso shall include all taxes duties and/or levies payable.
- Quotations exceeding the Approved Budget for the Contract (ABC) shall be rejected.
- Award of contract shall be made to the lowest quotation (for goods) or the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
- Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the supplier or its authorized representative(s).
- The DILG shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
- Liquidated damages equivalent to one-tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The DILG shall rescind the contract once the cumulative amount of liquidated damages reaches ten (10) percent of the amount of the contract, without prejudice to other courses of action and remedies open to it.

Provision of consultancy services for conduct of the DILG V 2024 implementation of Third Party Monitoring for Local Government Support Fund-Growth Equity Fund (LGSF-GEF) Projects

APPROVED BUDGET FOR THE CONTRACT (ABC):
PHP 400,000.00

MA. RUTHEL P. GIGANTOCA
 BAC CHAIRPERSON

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	APPROVED BUDGET FOR THE CONTRACT (ABC)	STATEMENT OF COMPLIANCE	PRICE OFFER FROM SUPPLIER/ SERVICE PROVIDER	
						OFFER PER ITEM	TOTAL OFFER
1	Provision of consultancy services for conduct of the DILG V 2024 implementation of Third Party Monitoring for Local Government Support Fund-Growth Equity Fund (LGSF-GEF) Projects	1	LOT	400,000.00			
(SEE ATTACHED TERMS OF REFERENCE)							
						GRAND TOTAL PER LOT:	

Warranty

Price Validity

After having carefully read and accepted your General Conditions, I/WE quote on the item(s) at prices noted above.

Printed Name/Signature/Date

Tel. No./Cellphone No.

TERMS OF REFERENCE

2024 Third Party Monitoring (TPM) for Local Government Support Fund – Growth Equity Fund (LGSF-GEF)

1. INTRODUCTION

- 1.1 Pursuant to the Devolution Program under EO 138, the Growth Equity Fund (GEF) is a program under the Local Government Support Fund aimed at addressing issues of marginalization, unequal development, high poverty incidence, and disparities in the net fiscal capacities of Local Government Units (LGUs). It covers funding requirements for programs, projects, and activities of poor, disadvantaged, and lagging LGUs to enable the full and efficient implementation of the functions and services devolved to LGUs.
- 1.2 To ensure transparent, accountable, and responsive implementation of the GEF, Third-Party Monitoring (TPM) by an accredited non-government entity shall be deployed to provide an independent perspective on project performance and shall augment the existing monitoring capacities of this Department.

2. OBJECTIVE

- 2.1 Third Party Monitoring project is a DILG initiative on pursuing an independent perspective on project and governance performance of local governments conducted through and by non-government organizations (monitoring parties) that are external to the project direct beneficiary structure to determine and develop the success of governance, delivery effectiveness, and empowerment mechanisms impacted for the Local Government Support Fund (LGSF) projects.
- 2.2 This project is proposed to be carried out by an accredited NGO/CSO partner whose service and engagement underwent the competitive process of public procurement. In performing the TPM function, the NGO/CSO shall be guided by the project outcomes on: (1) **Governance** by integrating social accountability mechanisms in local governance, (2) **Development effectiveness** by assessment and evaluation of LGSF project effectiveness, and (3) **Empowerment** by continuing capacity development of citizen and non-government organizations to monitor and evaluate government projects under LGSF.

3. PROJECT DURATION: 2 Months (August to September)

4. COVERAGE AND SCOPE

- 4.1 The TPM shall cover infrastructure and non-infrastructure LGSF-GEF projects in region 5 reported as *completed* in the SubayBAYAN Portal; and
- 4.2 The scope of the monitoring shall include: (i) planning phase; (ii) project implementation phase; and (iii) results and outcomes of the projects

Note: *List of FY 2022 GEF completed projects per province is attached for reference of participating bidder.*

5. TECHNICAL SPECIFICATIONS

- 5.1 Roles of the Third-Party Monitoring (TPM) Service Provider:

The Service Provider shall:

- a. Develop and submit the Work and Financial Plan reflecting the detailed activities, deliverables, budget requirements and schedule of implementation.
- b. Provide and mobilize an individual or a team as third-party monitors that shall conduct the TPM of the projects;
- c. Submit TPM progress report on a regular basis and/or as needed following the prescribed template
- d. Present the final output to the RTWG in an exit conference, supplemented with policy recommendations including photo documentation and a minimum of 2 minutes of video testimonials of the beneficiaries per project. The TPM, during the conduct of interviews and field visits, shall ensure the observance of the mandated protocols enumerated under Section 7, Item 2 of the DILG Unnumbered Memorandum dated July 4, 2024, re: Implementation of the Pilot Third Party Monitoring for Projects under the Local Government Support Fund (LGSF), Particularly the Growth Equity Fund (GEF), and Conditional Matching Grants to Provinces (CMGP).
- e. Submit terminal report to the Regional Director through the Regional Technical Working Group (RTWG) at the end of the engagement with the DILG V RO (not later than September 30, 2024); and
- f. Ensure that all copies of pertinent documents such as formal agreement, WFP, TPM implementation progress reports, TPM terminal reports including photo and video testimonials documentation following the prescribed template are uploaded in the centralized data submission link: <https://tinyurl.com/3rdpartyMonitorRV>.

6. QUALIFICATIONS OF PARTICIPATING CSOs:

- 6.1 Must be accredited by DILG;
- 6.2 CSO/ CSO Network office location or satellite office must be located within Region V;

7. ELIGIBILITY REQUIREMENTS:

(Per Annex "H", Appendix A of 2016 Revised IRR of RA 9184)

- 7.1 Mayor's/Business Permit;
- 7.2 Professional License of Organization or Curriculum Vitae of Employees;
- 7.3 PhilGEPS Certificate of Registration;
- 7.4 Income/Business Tax Return; and
- 7.5 Omnibus Sworn Statement (Notarized)

8. COPY OF ACCREDITATION CERTIFICATE

Submit copy of accreditation certificate by DILG.

9. BUDGET AND PAYMENT SCHEME

- 10.1 The total budget for the TPM services shall be charged against under the General Fund – New General Appropriations – Specific Budgets of National Government Agencies Fund from the FY 2023 General Appropriations Act (GAA), RA No. 11936, sub-allotted to the Regional Office for the implementation of the Third Party Monitoring (TPM) for the FY 2022 LGSF-GEF) amounting to **P400,000.00**; and
- 10.2 The release of payment shall be in **4 (four) tranches** upon stages of monitoring accomplishments and submission of outputs (indicated herein Item 5. Technical Specifications) and as stipulated in the Contract between DILG and participating CSO service provider.

10. CONTRACT

- 11.1 The engagement between the CSO service provider and DILG shall be bound by stipulations and agreements in the Contract which shall be signed by both parties; and
- 11.2 The Terms and Reference (TOR) herein is a supplemental document insofar as the Contract is concerned and is not the sole reference for

the engagement.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

- 12.1 Intellectual property rights, ownership, and enjoyment arising from this project shall be governed by the applicable provisions of RA 10055 (An Act Providing the Framework and Support System for the Ownership, Management, Use, and Commercialization of Intellectual Property Generated from Research and Development funded by Government and for other purposes), RA 8439 (An Act Providing a Magna Carta for Scientists, Engineers, Researchers and other Science and Technology Personnel in Government), and RA 8293 (An Act Prescribing the Intellectual Property Code and Establishing the Intellectual Property Office, Providing for Its Powers and Functions, and Other Purposes) including their respective Implementing Rules and Regulations, as well as existing and future policies of the DILG on Intellectual Property Rights; and
- 12.2 The CSO shall ensure that the project and its outcome will not violate the intellectual property rights of any third party.

Approved:

ATTY. ARNALDO E. ESCOBER JR., CESO V
Regional Director

Conforme:

TPM (CSO) Representative

**ANNEX “H”
APPENDIX A
DOCUMENTARY REQUIREMENT
ALTERNATIVE METHODS OF PROCUREMENT**

- I.** This Appendix prescribes the documents that the BAC shall require from suppliers, contractors and consultants for Alternative Methods of Procurement, except for Repeat Order, Shopping under Section 52.1(a), and Negotiated Procurement under Section 53.5 (Agency-to-Agency) and 53.14 (Direct Retail Purchase of Petroleum Fuel, Oil and Lubricant products, Airline Tickets, and Online Subscriptions) of the IRR of RA No. 9184.^{195(a)}
- II.** The BAC shall indicate in the RFQ or RFP at what stage of the procurement process these requirements must be submitted, i.e., submission of offer/s, evaluation of offer/s, or¹⁹⁶ before issuance of Notice of Award.^(a)

Alternative Modality	Mayor's/ Business Permit	Professional License /Curriculum Vitae (Consulting Services)	PhilGEPS Reg. Number	PCAB License (Infra.)	NFCC (Infra.)	Income/ Business Tax Return	Omnibus Sworn Statement
I. Direct Contracting [Section 50]	✓		✓			✓ For ABCs above P500K	
II. Shopping [Sec 52.1(b)]	✓		✓				
III. Negotiated Procurement							
A. Two Failed Biddings [(Section 53.1)]			✓ **** PhilGEPS Platinum if legal eligibility requirements are not subject to revision after the conduct of the mandatory review ¹⁹⁷				
B. Emergency Cases [(Section 53.2)]	✓			✓	✓ For ABCs above P500K	✓ For ABCs above P500K	✓ For ABCs above P500K ¹⁹⁸

¹⁹⁵ As amended by GPPB Resolution No. 05-2022, dated 23 June 2022, published in the Philippine Star on 06 October 2022.

¹⁹⁶ As amended by GPPB Resolution No. 36-2017, dated 7 November 2017, published in the Philippine Daily Inquirer on 24 April 2018.

¹⁹⁷ As amended by GPPB Resolution No. 15-2021, dated 14 October 2021, published in the Official Gazette on 20 November 2021.

¹⁹⁸ As amended by GPPB Resolution No. 21-2017, dated 30 May 2017, published in the Philippine Daily Inquirer on 20 November 2017.

The 2016 Revised Implementing Rules and Regulations – Annex “H”

Alternative Modality	Mayor's/ Business Permit	Professional License /Curriculum Vitae (Consulting Services)	PhilGEPS Reg. Number	PCAB License (Infra.)	NFCC (Infra.)	Income/ Business Tax Return	Omnibus Sworn Statement
C. Take-Over of Contracts (Section 53.3.2; for new bidders)	✓	✓	✓	✓	✓		
D. Adjacent/ Contiguous (Section 53.4)				✓	✓		
E. Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services (Section 53.6)	✓	✓	✓			✓ For ABCs above P500K	
F. Highly Technical Consultant (Section 53.7)	✓	✓	✓				
G. Small Value Procurement (Section 53.9)	✓	✓	✓	✓		✓ For ABCs above P500K	✓ For ABCs above P50K
H. Lease of Real Property or Venue (Section 53.10)	✓ Except for gov't agencies as lessors		✓ Except for gov't agencies as lessors			✓ Except for gov't agencie s as lessors	

*For individuals engaged under Sec. 53.6, 53.7 and 53.9 of the IRR of RA No. 9184, only the BIR Certificate of Registration shall be submitted in lieu of DTI Registration and Mayor's Permit.

** Requirements under Section 53.6 of the IRR of RA No. 9184 will not apply to artists such as singer, performer, poet, writer, painter and sculptor who are not engaged in business. (n)

*** For methods of procurement requiring Mayor's Permit and PhilGEPS Registration Number, Certificate of Platinum Membership may be submitted in lieu of the said documents. (n)

**** For purposes of Two-Failed Biddings under Section 53.1 of the IRR of RA No. 9184, the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 shall be submitted pursuant to Item V(D)(1)(b) of this Guidelines, subject to the qualification stated in Item V(D)(1)(b)(i).¹⁹⁹

III. Procuring Entities already maintaining an updated file of any of the bidder's above-mentioned requirements, whether through the PhilGEPS Certificate of Registration and Membership or its own records, may no longer require its re-submission.

¹⁹⁹ As amended by GPPB Resolution No. 15-2021, dated 14 October 2021, published in the Official Gazette on 20 November 2021.