

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 any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. 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.

46. Specifications and Designs

46.1. The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2. The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. 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.

48. Assistance by the Procuring Entity on Government Requirements

48.1. The Procuring Entity may assist the Consultant, Sub-Consultants, 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.

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

- (a) provide the Consultant, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, 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, any foreign Sub-Consultant and the Personnel of either of them 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.

49. 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 any Sub-Consultant or the Personnel of either of them.

50. Subcontract

- 50.1. Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any sub-consultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2. Sub-consultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

51. Accounting, Inspection and Auditing

51.1. The Consultant shall:

- (a) 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 shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) 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
- (c) 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.

51.2. 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 27.1(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3. 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 including imprisonment.

52. Contract Cost

52.1. 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.

- 52.2. The cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

- 53.1. Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2. 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.
- 53.3. 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).
- 53.4. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.
- 53.5. 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 a bank guarantee in favor of the Procuring Entity issued by a bank 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) 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 52.1 and 53 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) 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.

54. Final Payment

- 54.1. 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.
- 54.2. 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) 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.

55. Lump Sum Contracts

- 55.1. For Lump Sum Contracts when applicable, notwithstanding the terms of GCC Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2. Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 26.3. shall be provided by the Consultant at no additional cost.
- 55.3. 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.

- 55.4. 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.
- 55.5. Termination - Upon the receipt or giving of any notice referred to in GCC Clause 29 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.
- 55.6. Unless otherwise provided in the SCC, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to GCC Clause 27.

Special Conditions of Contract

GCC Clause	
(b)	The Funding Source is: PPA's Corporate Budget for CY 2011.
6.2(b)	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 agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	"Not applicable".
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: TOMAS B. CARLOS Chairman, HO-BAC-Engineering Projects For the Consultant: _____
15.1	The addresses are: Philippine Ports Authority TOMAS B. CARLOS Chairman, HO-BAC- Engineering Projects Address: PPA Corporate Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Facsimile: Telephone Nos. 5274723 / 5278356 loc. 614 Email Address: tbcarlos@yahoo.com

	<p>Consultants:</p> <p>Attention:</p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p>
15.2 and 15.3	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; upon receipt by the Consultants</p> <p>(b) in the case of facsimiles, within 1 hour following confirmed transmission; or</p> <p>(c) in the case of telegrams, within 1 day following confirmed transmission.</p> <p>(d) in the case of electronic mail, within 1 hour following confirmed transmission.</p>
18.3	<p>Consultant's account where payment may be made: _____</p>
20	<p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p>
22	<p>None</p>
24	<p>The time period shall be 8 months or such other time period as the parties may agree in writing.</p>
34.2	<p>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 Revised IRR of RA 9184.</p>
35.1	<p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.</p>
38.1(d)	<p>No further instructions.</p>
39.5	<p>The Consultant may change its Key Personnel only for reasons of death,</p>

	<p>serious illness, incapacity of an individual Consultant, 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	The total ceiling amount in Philippine Pesos is ₱ 17,367,520.00.
53.2	No additional instructions.
53.4	<p>The reimbursable expenditures in local currency shall be as follows:</p> <ol style="list-style-type: none"> 1. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 2. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 3. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity; 4. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 5. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity. <p>NOTE: <i>Items that are not applicable should be deleted.</i></p>
53.5(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ol style="list-style-type: none"> (a) An advance payment of 15% of the total contract price, to be made in lumpsum or at the most two, installments according to schedule specified in the ITB and other relevant Tender Documents, in Philippine Peso. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the

	<p>first five (5) 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 the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.</p>
53.5(c)	The interest rate is: 0%.
55.6	No further instructions.

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 CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS FOR SELECTED PORTS FOR THE BICOL REGION – PORT DISTRICT OF SOUTHERN LUZON 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.

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. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with GCC Clause 18 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 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:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Philippine Peso):
Name of Associated Consultants, if any:		N ^o 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 the Procuring Entity:

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

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

TPF 5. TEAM COMPOSITION AND TASK PROJECTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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.

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

Full name of staff member: _____

Full name of authorized representative: _____

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months			
			1	2	3	4	5	6	7	8	9	10	11	12				
																		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

	<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	

TPF 9. CONSULTANT'S ORGANIZATION CHART

TPF – 10 LIST OF COMPLETED PROJECTS

List of Completed Government and Private Contracts, within the last FIVE (5) years prior to the deadline for the submission and Receipt of Bidding Documents

Name of Consultant : _____
 Business Address : _____

	Name and Location of Project	Description of the Project	Classification (Government / Private)	Date of Contract	Type of Consulting Services	Amount of Contract	Contract Duration
1							
2							
3							
4							
5							
6							
7							
8							
9							

Attachments:

1. Certificate of satisfactory completion of the contract issued by the client

Submitted by: _____

Name of Representative of Bidder _____

Position _____

Date: _____

TPF - 11 LIST OF SIMILAR ONGOING PROJECTS

List of Ongoing Government and Private Contracts, including contracts awarded but not yet started within the last FIVE (5) years prior to the deadline for the submission and receipt of Bidding Documents

Name of Consultant : _____
 Business Address : _____

	Name and Location of Project	Description of the Project	Classification (Government / Private)	Date of Contract	Type of Consulting Services	Amount of Contract	Contract Duration
1							
2							
3							
4							
5							
6							
7							
8							
9							

Attachments:

1. Notice of Award and / or Contract
2. Notice to Proceed issued by the Owner

Submitted by: _____

Name of Representative of Bidder
 Position
 Date: _____

TPF 12 - OMNIBUS SWORN STATEMENT

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the duly authorized and designated representative of (Name of Consultant) with office address at _____;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the (Name of Consultant) in the bidding as shown in the attached (Proof of Authorization e.g. duly notarized Secretary's Certificate);
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of (Name of Consultant) is related to the PPA General Manager, 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 or end- user unit 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 Document;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
 - c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the (Name of the Project).

TPF 12 - OMNIBUS SWORN STATEMENT

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

Consultant's Representative / Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20
_____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2011

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the duly authorized and designated representative of (Name of Consultant) with office address at (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the (Name of Consultant) in the bidding as shown in the attached (Proof of Authorization e.g. duly notarized Secretary's Certificate);
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of (Name of Consultant) is related to the PPA General Manager, 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 Document:
 - 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).

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

Consultant's Representative / Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20
_____ at _____, Philippine.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2011

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the sole proprietor of (Name of Consultant) with office address at _____;
2. As the owner and sole proprietor of (Name of Consultant), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (Name of Project) of the Philippine Ports Authority;
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office of 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 Document;
 - 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).

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

Consultant's Representative /
Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20
_____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2011

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS FOR SELECTED PORTS FOR THE BICOL REGION – PORT DISTRICT OF SOUTHERN LUZON 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 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.*, *[Date]*.

In accordance with GCC Clause 51, 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		

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:	Activity No.:	Description:
Price Component	Currency(ies) ¹	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____

Names	Position	Input ¹	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				

¹ Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ¹				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

¹ Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

CONSULTANCY SERVICES FOR THE FORMULATION OF MASTER PLANS AND CONDUCT OF FEASIBILITY STUDIES AT PRIORITY PORTS FOR DEVELOPMENT

ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A. REMUNERATION				
1. Billing Rate Key Staff	MM			
E-VAT (12% of 1)				
TOTAL A.1				
2. Billing Support Staff	MM			
E-VAT (12% of 2)				
TOTAL A.2				
TOTAL FOR A				
B. REIMBURSIBLE COST				
1. Office Space Rental	SM-MO			
2. Office Supplies/Running Cost	Months	7		
3. Office Furniture Rental	Months	7		
4. Printing/Binding/Reproduction of Reports	L.S.			
5. Communication Expenses	Months	7		
6. Project Office Equipment				
a. Office Equipment Rental	Months	7		
b. Computer/Laptop with softwares	Set	2		
c. Digital Camera	Set	1		
d. Video Camera	Set	1		
e. Recorder	Set	2		
f. Communication Equipment	Set	2		
7. Vehicle				
a. (1) Project Vehicle	CAR-Months	7		
8. Air/Land/Sea Fare/Per Diem	L.S.			
9. Field Work Studies				
a. Topo/Hydro (10 ports x 20 has.)	HA	200		
b. Geotechnical Investigation (3 boreholes) (1 inland ; 2 offshores)	LM	800		
c. Environmental Study (IEE)	SITE	10		
TOTAL FOR B				
TOTAL COSTS				

CONSULTANCY SERVICES FOR THE FORMULATION OF MASTER PLANS AND CONDUCT OF FEASIBILITY STUDIES AT PRIORITY PORTS FOR DEVELOPMENT

POSITION	INPUTS (man-months)	BASIC SALARY PER MONTH	MULTIPLIER	BILLING RATE PER MONTH	AMOUNT
A. Key Staff					
1. Project Manager/Port Engineer/Planner					
2. Deputy Project Manager/Port Design Engineer					
3. Civil/Structural Engineer					
4. Electrical Engineer					
5. Port Operation Specialist					
6. Economist					
7. Financial Analyst					
8. Cost Engineer					
9. Transport Economist					
10. Geotechnical Engineer/Soils Engineer					
11. Geodetic Engineer					
12. Drainage/Water Supply Engineer					
13. Environmental Specialist					
SUBTOTAL	_____	_____			_____
				EVAT 12%	_____
B. Support Staff					
1. Administrative Officer					
2. Researchers (2)					
3. CAD Operator (2)					
4. Computer Operator (2)					
5. Utility/Messenger					
SUBTOTAL	_____	_____			_____
				EVAT 12%	_____
TOTAL REMUNERATION COST	_____	_____			P _____

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 and Sub-Consultants

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 Sub-Consultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

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

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

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:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

¹⁰ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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.

(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.

TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS FOR THE BICOL REGION - PORT DISTRICT OF SOUTHERN LUZON

1. INTRODUCTION

- 1.1. The Philippine Ports Authority (PPA) wishes to engage the services of a consulting firm to Conduct Feasibility Studies and Formulate Master Plans for selected ports at the Port District of Southern Luzon in accordance with the Guidelines on the Procurement of Consulting Services for Government Projects, in accordance with the provisions of **Republic Act No. 9184**.
- 1.2. The proposed undertaking has been prioritized for urgent implementation under PPA's CY 2011 Approved Plans and Program (APP) contained in its Medium-Term Public Investment Program (MTPIP CY 2010-2016).
- 1.3. These Terms of Reference are intended to convey the Scope of Services required of the Consultant.
- 1.4. This undertaking shall cover the following ports:
 1. Masbate, Masbate
 2. Esperanza, Masbate
 3. Pio Duran, Albay
 4. Tabaco, Albay
 5. Claveria, Burias Island
 6. Pasacao, Camarines Sur
 7. Sorsogon, Sorsogon
 8. Matnog, Sorsogon
 9. Virac, Catanduanes
 10. San Andres, Catanduanes

2. OBJECTIVES OF THE STUDY

2.1. The general objective of this package of master plans and feasibility studies is to meet the increasing port services required for various regions agri-industrial development and tourism enhancement and to determine the long-term directions in the development of the selected ports and to evaluate the **technical soundness, operational and economic feasibility and financial viability** of any proposed short-term improvements at and/or expansion of these selected ports as well as to undertake **Initial Environmental Examinations (IEE)** and to recommend the conduct of full-blown **Environmental Impact Assessments (EIA)**, if and where warranted.

2.2. The specific objectives are as follows:

1. To determine the future traffic and to analyze the present technical and operational conditions of the ports including the surrounding environmental conditions and to present an actual port orientation relative to the prevailing current, wind, tidal monsoon conditions/history, and current flow;
2. To determine the required improvements and/or additional port facilities and equipment to be provided, if any, to handle the future traffic and the manner by which the ports should be operated and managed;
3. To assess the strategic importance of the port;
4. To determine the effect of climate change in the port;
5. To determine if inclusion of the port in the Road RO-RO Transport System (RRTS), and in the Major RORO Routes is feasible and to make appropriate recommendations thereon;
6. To determine the economic feasibility of the proposed projects, that is, from the viewpoint of the national economy;
7. To determine the financial viability of the proposed projects **if private operators** were to undertake the financing, construction, maintenance, operation and management of the Port;
8. To determine the financial viability of the proposed projects **if PPA** were to undertake the financing, construction, maintenance, operation and management of the Port;
9. To determine **if a joint venture between PPA and private sector** is financially viable and doable;
10. To determine the impact of the proposed projects on the overall and long-term financial viability of the PPA under the three scenarios (by private port operators, by PPA itself and PPA-Private Sector joint venture);

11. To conduct IEEs of the proposed projects with regard to their respective surrounding areas and to define the courses of action to be undertaken to mitigate such impact and, if and where warranted, to recommend the conduct of full-blown EIAs.
12. To assess the port in terms of its requirements for **computerization** and in compliance under the International Ship and Port Facility Security (**ISPS**) Code.

3. SCOPE OF WORK

The Consultant shall render all the required and necessary services to achieve the above-mentioned objectives in accordance with internationally accepted standards, conventions and practices for the conduct of Port Master Plans and Feasibility Studies. The Scope of Services to be undertaken by the Consultant shall include but shall not be limited to the following:

3.1. PREVIOUS STUDIES AND INVESTIGATIONS

1. The Consultant shall review previous studies, if any, related to the projects. The Consultant shall also review past investigations made within the project sites such as surveys and investigations and determine the adequacy of available data and information in relation to the requirements of this Study.
2. Within **one (1) month from the start of the Study**, the Consultant shall submit an **Inception Report** incorporating among others its findings on the previous studies and reports and recommend additional surveys and investigations that may be required. If such are to be undertaken by sub-contract, the Consultant shall submit with the Inception Report the Terms of Reference and draft contract for such sub-contract for the review and concurrence of PPA.
3. The Consultant shall supervise the undertaking of the sub-contractor/s, shall interpret the data/information gathered and shall be responsible for the work of its sub-contractor/s.

3.2. EXISTING CONDITIONS AND DEMAND

1. The Consultant shall review and analyze past and present oceanographic, meteorological, seismic and other data relating to the physical and natural conditions likely to affect the planning, design, orientation and operation of the selected ports with the implementation of the respective proposed projects. The Consultant shall also analyze the siltation condition of the port as one of the factors to be considered in the design and orientation of the port.
2. The Consultant shall investigate the existing port facilities to determine their physical conditions with the end in view of recommending any repairs and/or rehabilitation works to be undertaken. Within **two (2) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on Existing Facilities**, for each study port.

3. The Consultant shall define and analyze the present system of port operations to include the handling systems and procedures, adequacy of cargo handling equipment, open and closed storage areas, port labor force, utilization of the port facilities, productivity as well as determine the capacity of the various existing port facilities. The Consultant shall analyze also the waiting and service times of vessels, berth throughput and berth occupancy.
4. The Consultant shall analyze the adequacy of cargo handling services, ancillary services like pilotage, safety and security within the Port and its harbor, equipment maintenance facilities, garbage/waste disposal, etc. The Consultant shall also analyze the adequacy of the land and water access to the ports.
5. Based on the analysis of port operations, physical and natural conditions and other factors, the Consultant shall analyze the present productivity and capacity of the selected ports and, if warranted, analyze and recommend achievable productivities and capacities of the ports. Within **two and a half (2.5) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on the Existing Operational System** for each study port.
6. The Consultant shall review and analyze past data on cargo, vessel and passenger traffic. The analyses of the cargo traffic shall be segregated into foreign and domestic cargo, inward and outward as well as containerized (lift-on/lift-off, roll-on/roll-off or other type of handling), bulk, break-bulk and other non-containerized cargo. The various commodity types shall be analyzed as to volume, level of containerization and other characteristics. The particulars of vessels in terms of length overall (LOA), GRT, DWT, required water depth, etc., shall also be looked into. The passenger traffic shall be categorized into arriving and departing passengers.
7. The Consultant shall prepare forecasts of cargo, vessel and passenger traffic, with details of the methods and parameters used in the projection. The projections must show in detail the source and segregation of foreign and domestic cargo, inward and outward cargo and passengers, containerized (volume and TEUs/Boxes) and non-containerized cargo. In the forecasts of containerized cargo, the Consultant shall analyze the type of commodities and determine the future level of container usage. The forecasts of vessel traffic must indicate the projected average shipload, number of ship-calls and other particulars that are required for the proposed developments.

The traffic forecasts should not be limited only to the normal traffic but the Consultant shall assess and take into account relevant economic activities and development within the influence area of the port that may generate additional traffic, if any.

Likewise, the Consultant shall take into consideration existing and planned development or expansion of nearby ports which may affect the forecasting of port traffic. The Consultant shall assess probable diversion of traffic

taking into consideration travel time and transport costs, among others. If such diverted traffic is likely, the projection should show separately the normal from the generated/induced and/or diverted traffic.

The Consultant shall present the regional and local socio-economic framework and its port hinterlands, considering that these are some of the sources of the port's cargo traffic and correspondingly on the ports required future expansion.

8. The projection of traffic shall be on a yearly basis for the next ten years (2011 to 2020) and every five years thence for the next fifteen years for a total of 25 years.
9. The Consultant shall ensure that all traffic forecasts are determined impartially, fairly and as a result of extensive consultations, if necessary through public hearings, with all stakeholders. Within **three and a half (3.5) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on Traffic Forecasts** for each study port describing the methodology, assumptions and parameters used in preparing the forecasts.
10. The Consultant shall formulate a Master Plan for each of the selected ports based on 25-year forecasts. As much as possible, the Consultant shall prepare the short, medium and long term plan and at least three alternative schemes of the Master Plan taking into consideration the physical and natural conditions, among others. The advantages and disadvantages for each alternative shall be presented together with the recommended option.

Where there are limitations on the existing location of the Port in terms of its future expansion, and/or limitation in terms of land- and water-side access to the existing Port, the Consultant shall assess other sites for the port expansion and recommend a suitable port site. Such recommendation shall be incorporated in the Master Plan.

The Consultant shall also analyze the existing and future road access to the port to prevent a situation where usage of modern facilities will be hindered due to poor road access.

11. On the basis of the projections (demand) and the capacity of the port (supply), the Consultant shall determine the need to improve and/or expand the port facilities using the projected traffic of 2020 as the design traffic. Within **four and a half (4.5) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on the Port Master Plan** for each study port.

3.3. PROPOSED DEVELOPMENT AND OPERATION

1. Taking into consideration the comments of various stakeholders on the Consultant's initial traffic forecasts, the Consultant shall refine the traffic forecasts as well as the Master Plan that PPA will adopt.

2. On the basis of the design traffic year of 2017, the Consultant shall determine the port facilities required and define the improvements, additional port facilities and/or expansion to handle the traffic in the design year.
3. The Consultant shall determine the types of berths, the optimum number of such berths, the berth lengths, storage areas and other port facilities required both on the landside and waterside as well as the preliminary design of the structures and estimated costs of such facilities within a $\pm 15\%$ level of accuracy. The Consultant shall also undertake the preliminary design and prepare cost estimates for any repair/rehabilitation work on the existing facilities, if any. The estimated costs shall be prepared based on a pay-item basis.
4. The Consultant shall define the appropriate cargo handling systems and procedures, the type and number of equipment appropriate for the proposed physical development, organizational structure and staffing for the private operators, including the determination of the investment, repair/maintenance and operating costs. Such investment and operating costs shall be segregated between that of PPA, if any, and the private operator.
5. The Consultant shall prepare the preliminary design criteria for both the physical structures and the proposed cargo handling equipment.
6. The Consultant shall prepare the detailed port layout plans including details of major items and dimensions of the same in metric units as well as the implementation schedules.
7. Within **four and a half (4.5) months from the start of the Study**, the Consultant shall submit a **Technical Report on the Preliminary Engineering and Port Development Plan**, to include cost estimates of the recommended development project in each study port.
8. Within **six (6) months from the start of the Study**, the Consultant shall submit an **Interim Report** showing all their findings based on the Scope of Work of Items 3.1, 3.2 and 3.3 above and as contained in the Technical Papers previously submitted incorporating all the comments and suggestions of all stakeholders.

3.4. ECONOMIC EVALUATION

1. The Consultant shall prepare the conceptual framework for the economic evaluation explaining criteria to be used for the evaluation of economic benefits, the concepts to be used in the analysis of the project costs into its economic and financial values, treatment for the shadow pricing to arrive at the economic costs and benefits and the discount rate to be used, among others.
2. The Consultant shall identify, explain and quantify the quantifiable economic benefits and economic costs.

3. The Consultant shall then determine the economic feasibility of each of the projects based on the calculated stream of economic benefits and costs. The period of economic evaluation shall be for 25 years.
4. The Consultant shall undertake sensitivity analyses on the economic evaluation.

3.5. FINANCIAL EVALUATION

1. The Consultant shall prepare the conceptual framework for the financial evaluation explaining the criteria to be used for evaluating financial costs and revenues.
2. The Consultant shall identify and quantify all relevant financial costs and financial revenues.
3. The Consultant shall determine the financial viability of each of the projects under various development and tariff scenarios involving private sector participation under the BOT scheme and involving development solely by PPA. Should the Project be **not financially viable** using the existing tariff, the Consultant shall determine the tariff scenarios that would yield Financial Internal Rates of Return of 10 percent 15 percent and 20 percent.
4. The Consultant shall undertake sensitivity analyses on the financial evaluation.
5. **Within seven (7) months from the start of the Study**, the Consultant shall submit a **Draft Final Report** of the master plans and feasibility studies for the review of PPA. The report shall contain all the findings, analyses, calculations, plans, drawings and recommendations. The **Final Report** shall be submitted by the Consultant **within one month from the receipt of the comments** of PPA incorporating said comments in the Report. The Project duration is **8 months**.

3.6. INITIAL ENVIRONMENTAL EXAMINATION

1. The Consultant shall undertake Initial Environmental Examinations on the impact of the proposed projects to include but not be limited to
 - Impact relating to the project location
 - Impact during construction
 - Impact during port operation
2. Such IEEs shall be undertaken in preparation, if and were warranted, for any recommended full-blown Environmental Impact Assessment (EIA) required under Philippine laws, policies, rules and regulations of the Department of Environment and Natural Resources (DENR) and other concerned government agencies. **Within six (6) months from the start of the Study, if an EIA is recommended and justified for a particular study**

port, the Consultant shall prepare and submit appropriate Terms of Reference (TOR) to the PPA which will be bidden out under a separate consultancy contract.

3. The results of such IEEs shall be included in the Draft Final Report.

3.7. TERMS OF REFERENCE FOR DETAILED ENGINEERING

1. In the event that PPA shall undertake the projects itself, the Consultant shall prepare the Terms of Reference for the procurement of detailed engineering consultancy services similar in format to these TOR. This shall be in a separate cover and submitted together with the Draft Final Report of the feasibility studies.

4. REQUIRED EXPERTISE, PROPOSALS, REPORTS, FACILITIES AND EQUIPMENT

The proposed consulting services shall be carried out by experienced consultants with the following minimum specialization which is anticipated to be required in this package of studies:

- Project Manager/Port Engineer/Planner
- Deputy Project Manager/Port Design Engineer
- Transport Economist
- Port Operation Specialist
- Economist
- Financial Analyst
- Civil/Structural Engineer
- Geodetic Engineer
- Geotechnical Engineer
- Drainage/Water Supply Engineer
- Environmental Specialist
- Electrical Engineer
- Cost Engineer

The above personnel shall have a Bachelor's degree (or equivalent) as a **minimum qualification** and **five (6) years' relevant experience** as a minimum. All of the Consultant's personnel assigned and committed to the Study are expected to be physically fit. Any key staff or support staff may be called upon to report to the PPA Project Manager and assist the PPA staff in project development activities during the period of the Study.

The reports to be submitted are those as specified above. In addition, the Consultant may be required to submit monthly progress and special reports to be submitted on or before the **10th** day of the month. The number of copies of the reports shall be as follows.

1. Inception Report	6 copies
2. Technical Paper on Existing Facilities	6 copies per port
3. Technical Paper on Existing Operational System	6 copies per port
4. Technical Paper on Traffic Forecasts	6 copies per port
5. Technical Paper on Port Master Plan	6 copies per port
6. Technical Paper on Preliminary Engineering & Port Development Plan	6 copies per port
7. Interim Report	6 copies
8. Draft Final Report (with EIA TOR if recommended, per port)	6 copies
9. Final Report (with separate Executive Summary per port)	20 copies
10. Monthly Progress Reports	6 copies
11. Special Reports	as needed
12. TOR for Detailed Engineering	6 copies per port

In addition to paper-printed copies, the Consultant shall submit the following in **electronic media (floppy disks, zip disks, CD-R disks and/or CD-RW disks) in a format and form replicating the paper-print copies:**

1. Technical Paper on Existing Facilities
2. Technical Paper on Existing Operational System
3. Technical Paper on Traffic Forecasts
4. Technical Paper on Port Master Plan
5. Technical Paper on Preliminary Engineering & Port Development Plan
6. Interim Report
7. Draft Final Report
8. Final Report
9. TOR for Detailed Engineering

The following may be transmitted by **electronic mail**, in addition to paper-print copies to a specified official e-mail address:

1. Technical Paper on Existing Facilities
2. Technical Paper on Existing Operational System
3. Technical Paper on Traffic Forecasts
4. Technical Paper on Port Master Plan
5. Technical Paper on Preliminary Engineering & Port Development Plan
6. Interim Report
7. Draft Final Report
8. Final Report
9. TOR for Detailed Engineering
10. Monthly Progress Reports
11. Special Reports

Since remuneration rates are quoted on a monthly basis while the milestone or deliverable will follow an agreed schedule (not necessarily monthly), claims for the payment of a deliverable should reflect a breakdown of the value of person-days (or person-hours whichever is agreed upon) served by each of the consultancy firm's personnel allocated to the completion of that deliverable.

The Consultant shall also include in their consultancy proposal the costs for the provision of vehicles, boat hire, office space, computers, video camera, communication equipment, LCD projectors with accessories, furniture and other office equipment which shall be turned over to PPA upon completion of the Study.

5. REQUIRED EXPERTISE, PROPOSALS, REPORTS, FACILITIES AND EQUIPMENT

- a. The PPA will provide all previous studies, available reports, documents, drawings, maps, photographs, statistics and other information related to the Project as needed. However, the Consultant is still responsible for the accuracy and adequacy of all data.
- b. The PPA may provide counterpart staff. The counterpart staff, if provided, shall remain employees of PPA. The PPA staff will be headed by a Project Manager.

6. SURETY OR WARRANTY BOND FOR THE STUDY

PPA may require the posting of a surety or warranty bond by the Consultant to defray any costs to rectify any defects or deficiencies in the Study.

7. LIQUIDATED DAMAGES FOR DELAY

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the *Philippine Ports Authority* shall, without prejudice to its other remedies under this Contract and other the Applicable Law, deduct from the contract price, as liquidated damages, as sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the *Philippine Ports Authority* may consider termination of this Contract pursuant to GCC Clause 27.


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OFFICE EQUIPMENT SPECIFICATIONS

1. **Computer (1 unit)** – Internationally branded desktop computer from any of the following – HP/Compaq, Toshiba, Fujitsu, Acer, Dell, NEC, Sony, Acer or IBM; Operating System – Windows 7 PRO Desktop PC, Processor – Intel Core i7-2600S 2.8GHz, Memory – 4GB to 8GB DDR3-10600/1333Mhz, Internal Drives – 1 TB SATA 3G Hard Disk Drive (7200 rpm), Graphics – AMD Radeon HD 6570 with Avivo technology up to 3839 MB total available graphics, with 2GB DDR3 dedicated, Monitor –X2301 23” Sword Micro-Thin LED, Keyboard – Wireless keyboard & Mouse, Original licensed copy of MS Office 2010.

2. **Computer (1 unit)** – Internationally branded laptop computer from any of the following – HP/Compaq, Toshiba, Fujitsu, Acer, Dell, NEC, Sony, Acer or IBM; 13.3 inch (diagonal) high-resolution LED-backfill glossy widescreen display with support for millions of colors. Supported Resolution: 1440 x 900 (native), 1280 x 800, 1152 x 720 and 1024 x 640 pixels at 16:10 aspect ratio; 1024 x 768 and 800 x 600 pixels at 4:3 aspect ratio; 256GB flash storage; Processor – 1.7GHz dual-core Intel Core i5 with 3MB shared L3 cache model configurable to dual-core 1.8GHz Intel Core i7 with 4MB shared L3 cache; Memory: 4GB of 1333MHz DDR3 onboard memory; Height: 0.3 – 1.7 cm (0.11 – 0.68 in.), Width: 32.5 cm (12.8 in.), Depth: 22.7 cm (8.94 in.), Weight: 1.35 kg (2.96 lbs.); Intel HD Graphics 300 processor with 384MB of DDR3 SDRAM shared with main memory; Face time camera; Dual display and video mirroring: simultaneously supports full native resolution on the built-in display and up to 2560 x 1600 pixels on an external display, both at millions of colours; Two USB 2.0 ports (up to 480 Mbps); Thunderbolt port; SD card slot; Wireless web up to 7 hours; Standby time up to 30 days; 50-watt-hour; 45W Magsafe Power Adapter with cable management system; Wi-Fi 802.11n Wi-Fi wireless networking; IEEE 802.11a/b/g compatible; Bluetooth 4.0 wireless technology; Stereo speakers; Omnidirectional microphone, headphone port, Support for earphone with remote and mic; OS x Lion includes Mail, Address Book, iCal, the Mac App Store, iTunes, Safari, Time Machine, FaceTime, PhotoBooth, Mission Control, etc.; Lion Recovery OS x Lion includes built-in set of tools for repairing your Mac in the Lion recovery; 1.8GHz dual-core Intel Core i7, Apple USB Ethernet Adapter, Apple Mini Display Port to DVI Adapter, Apple Mini Display Port to VGA Adapter: Hardware: Processor-1.8GHz Dual-Core Intel Core i7, Apple MacBook Air Superdrive, USB Ethernet Adapter, AppleCare Protection Plan for MacBook/MacBook Air/13-inch MacBook Pro-Auto-enroll; Accessories – Mini DisplayPort to CGA Adapter

3. **Digital Camera (1 unit)** – Internationally branded from any of the following – Kodak, Fujifilm, Canon, Nikon, Olympus, Pentax, Sony or Panasonic: Effective Pixels: 10.1 million; Image Sensor: 1/1.7-in. type CCD; total pixels: approx. 10.39 million, 7.1x zoom NIKKOR; 6.0-42.6 mm (35mm [135] format picture angle: 28-200mm); Lens: f/2.8-5.6; Digital zoom: up to 4x (35mm [135] format picture angle: Approx. 800 mm); Focus range (from lens): 50cm (1 ft. 8 in.) to infinity (∞), Macro close-up mode: 2 cm (0.8 in.) to infinity (∞); Monitor; 7.5 cm (3 in.),

approx. 921k-dot, wide-viewing angle, vari-angle TFT LCD with anti-reflection coating; Storage media; Internal memory (approx. 94 MB), SD/SDHC/SDXC memory card*1; Interface; Hi-speed USB; Power sources; Rechargeable Li-ion Battery EN-EL14 (Supplied), Battery Charger MH-24 (supplied), AC Adapter EH-5b with Power Connector EP-5A (optional); Battery life; Approx. 350 shots with EN-EL14 battery; Dimensions; Approx. 116.3 x 76.9 x 48.0 mm (4.6 x 3.1 x 1.9 in.) excluding projections; Weight; Approx. 395 g (14.0 oz.) with battery and SD memory card; Supplied accessories; Rechargeable Li-ion Battery EN-EL14, Battery Charger MH-24, USB Cable UC-E6, Audio Video Cable EG-CP16, Strap, ViewNX 2 CD.

4. **Communication Equipment (2 units)** – Internationally branded cellular phone from any of the following – Nokia, Sony Erickson, Samsung, Panasonic, LG, etc.; Size and Weight: Height - 115.2mm (4.5 in.), Width - 58.6mm (2.31 in.), Depth – 9.3mm (0.37 in.), Weight – 137 grams (4.8 ounces); Cellular and Wireless: UMTS/HSDPA/HSUPA (850, 900, 1900, 2100 MHz), GSM/EDGE (850, 900, 1800, 1900 MHz, 802.11 b/g/n Wi-Fi (802.11 n 2.4GHz only), Bluetooth 2.1 + EDR wireless technology; Power and battery; Built –in rechargeable lithium-ion battery, Charging via USB to computer system or power adapter; Capacity; 16GB or 32GB flash drive; Display; Retina display, 3.5-inch (diagonal) widescreen Multi-Touch display, 960-by-640-pixel resolution at 326 ppi, 800:1 contrast ratio (typical), 500 cd/m² max brightness(typical), Fingerprint-resistant oleophobic coating on front and back; Camera, photos and video; Video recording, HD (720P) up to 30 frames per second with audio, 5-megapixel still camera, VGA-quality photos and video at up to 30 frames per second with front camera, LED flash, photo and video geotagging; Bluetooth enabled; Multimedia Player; SMS/MMS; Wireless email; Organizer; Browser; Phone; Corporate Data Access.
5. **Recorder (2 units)** – Internationally branded from any of the following – Sony, Samsung, Panasonic, etc.: TMark, 2GB, Intelligent Noise at Recordable FM Radio, IC Recorder ICDVX512F
6. **Camcorders (1 unit)** – Internationally branded from any of the following – Sony, Canon, Panasonic, etc.: HDR-PJ10, 16GB Flash Memory HD Camcorder with Projector; It features an “Exmor R” CMOS sensor, 29.8mm wide angle G Lens, Built-in Projector, 16GB Internal Memory, Optical SteadyShot with Active mode, 30x optical zoom; MPEG4-AVC/H.264, MPEG2-PS, Memory Stick PRO Duo™ (Mark 2)/PRO-HG Duo™/SD/SDHC/SDXC Memory Car, BIONZ, G Lens/30mm, Optical/Digital Zoom 30x/350m, Dolby Digital 5.1ch, Dolby Digital 5.1 Creator/ Dolby Digital 2ch Stereo, Dolby Digital Stereo Creator, 3.3 Mega Pixels (2112 x 1584, 4:3), Optical SteadyShot (Active Mode), 3.0” Clear Photo LCD Plus (230K dots/Wide 16:9), Touch Panel. Type A, mini-AB/USB 2.0 Hi-speed), Dimension – 58.5 x 64.5 x 128mm; AC Adaptor, rechargeable battery pack, NP-FV50; Component AV Cable, AV Cable, USB Cable, Power Cord, Remote Commander