

### **30. Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 35 or 36 hereof.

### **31. Payment Upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to GCC Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to GCC Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### **32. Disputes about Events of Termination**

If either Party disputes whether an event specified in GCC Clause 27.1 or in GCC Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to GCC Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **33. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to GCC Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to GCC Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

### **34. Dispute Settlement**

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

**35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity**

- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**36. Equipment and Materials Furnished by the Procuring Entity**

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

**37. Services, Facilities and Property of the Procuring Entity**

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

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

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

### **38. Consultant's Actions Requiring Procuring Entity's Prior Approval**

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
  - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
  - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

### **39. Personnel**

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to

be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Consultant shall be liable for the imposition of damages as described in the SCC.
- 39.6 Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

#### **40. Working Hours, Overtime, Leave, etc.**

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

#### **41. Counterpart Personnel**

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

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

41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

#### **42. Performance Security**

42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.

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

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

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

- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
- (b) The Consultant has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

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

### **43. Standard of Performance**

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

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

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

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

### **44. Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to GCC Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, 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, Subconsultants, 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, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, 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 Subconsultant 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 Subconsultant 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 subconsultant, 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 Subconsultants 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(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 in 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 Unless otherwise specified in the SCC, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

## **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 an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.
- (b) As soon as practicable and not later than fifteen (15) 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 27.3 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. Once the amount of liquidated damages reaches ten (10%) of the total amount of contract, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

## **Section V. Special Conditions of Contract**

## Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Ports Authority for CY 2021 in the amount of <b>SEVENTEEN MILLION PESOS (Php17,000,000.00).</b></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 Subconsultants 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.</p>
7	Not applicable.
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in <b>GCC Clause 8.</b>
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <p><b>Atty. MARK JON S. PALOMAR</b>  Chairperson  Bids and Awards Committee for the Procurement of Goods and Consultancy Services  Philippine Ports Authority  PPA Building, Bonifacio Drive  South Harbor, Port Area, Manila  Telephone No. 8527-8356 local 539</p> <p>For the Consultant: <i>(Name of authorized representative to be filled out by winning consultant prior to contract signing.)</i></p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: PHILIPPINE PORTS AUTHORITY</p> <p>Attention:  <b>Atty. MARK JON S. PALOMAR</b>  Chairperson  Bids and Awards Committee for the Procurement of Goods and Consultancy Services</p>

	<p>Philippine Ports Authority PPA Building, Bonifacio Drive South Harbor, Port Area, Manila Telephone No. 8527-8356 local 539</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p><b>NOTE:</b> <i>Contact details to be filled out by winning consultant prior to contract signing.</i></p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of facsimiles, within one hour following confirmed transmission; or</p> <p>(c) in the case of telegrams, within one hour following confirmed transmission.</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p><b>NOTE:</b> <i>Details of account to be filled out by winning consultant prior to contract signing.</i></p>
19	No further instructions.
20	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
22	None.
24	The time period shall be TWELVE (12) months from receipt of the Notice to Proceed.
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	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

	<p>Entity are as follows:</p> <ol style="list-style-type: none"> <li>1. All applications/modules of the PPA Computerized Systems, their components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information");</li> <li>2. Source codes developed for the support and maintenance of the computerized systems.</li> </ol>
38.1(d)	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <ol style="list-style-type: none"> <li>1. The Report Formats to be used shall be prepared by the Consultant and approved by PPA;</li> <li>2. That Consultancy Firm shall not reproduce, transcribe or disclose the Proprietary Information to third parties without prior written approval of the PPA;</li> <li>3. The Consultancy Firm shall not replace any of its personnel until fifty percent (50%) of the personnel's man-months have been served, except for justifiable reason and subject to the approval of PPA.</li> <li>4. Access to PPA documents, records and data that may be required shall be subject to PPA Clearance.</li> </ol>
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</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 <i>[insert amount]</i>.</p> <p><b>NOTE:</b> The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</p>
52.2	No further instructions.
53.2	No additional instructions.

53.4	No reimbursable expenditures allowed.
53.5(a)	No advance payment is allowed.
(c)	The interest rate is: ZERO
55.6	No further instructions.



## **Section VI. Terms of Reference**

# **TERMS OF REFERENCE FOR THE PROCUREMENT OF TECHNICAL SUPPORT SERVICES FOR PHILIPPINE PORTS AUTHORITY'S CORE APPLICATION**

## **1. PROJECT BACKGROUND**

The Philippine Ports Authority (PPA) has several computerized systems which were either outsourced (commercial-of-the-shelf) or in-house developed. These systems were implemented at the Head Office, across the twenty-five (25) Port Management Offices and 114 terminal offices. There are systems which are connected via the Wide Area Network (WAN) while others are accessible through the internet as well as offline process for non-connected ports.

As with any other business operations, PPA is constantly confronted with inevitable challenges such as changing requirements and demands, continuous data growth, end of support for software as well as compatibility and performance issues. These challenges are compounded by many other system deficiencies, hazards and risks that IT operations face due to policy changes, technological advancement and evolving global conditions. Additionally, with the recent Corona Virus Disease 19 (Covid19) Pandemic, there is heavy reliance on information systems application to support the 'new normal' in business needs. Successful operation of a large-scale computerized system depends heavily on the corrective, adaptive, perfective, and preventive maintenance, among other factors. Thus, a post implementation support and continuous maintenance of the computerized applications are important to ensure system effectiveness and prevent risk of failure.

## **2. OBJECTIVE**

The main objective of the project is for the Consultancy to provide technical/application support and maintenance services to the PPA Computerized Systems. Specifically, the following are intended:

- 2.1 To provide corrective, preventive, and adaptive measures in the PPA computerized systems.
- 2.2 To implement any system changes because of adaptive, corrective, and preventive maintenance
- 2.3 To improve system performance and/or provide technical advice/assistance on systems improvement
- 2.4 To enable business and technical users to acquire sufficient knowledge and level of expertise in the application and use of the different systems.
- 2.5 To equip the technical personnel with knowledge in the use and maintenance of the Central Facility (CF) and Disaster Recovery Center (DRC) resources – servers/equipment, operating systems, databases, and software
- 2.6 To provide technical advice/assistance if there is a need to introduce new software (whether in-house or off-the-shelf), hardware, database, network resources in the existing computerized systems.

### **3. PROJECT DESCRIPTION**

#### **3.1 Project Duration**

The contract shall cover a period of twelve (12) months.

#### **3.2 Project Scope**

The maintenance services to be rendered shall cover the following application systems:

1. Accounting and Financial Management System (AFMS)
2. Front-end Invoicing and Receipting System (FIRST)
3. Port Customer Registration System
4. Internet-based Port Operations and Receipting System (iPORTS)
5. Electronic Permit Management System (EPMS)
6. Electronic Payment System (ePayment)
7. Electronic Accreditation System (eAS)
8. Helpdesk Information and Ticketing System (HITS)
9. Real Estate Management System (REMS)
10. Port Engineering Management System (PEMS)
11. Records Management System (RMS)
12. Port Operations Management System (POMS)
13. On-Line Port Charges Exemption (OPCE)

as well as in-house systems that will be developed and needs to be interfaced with existing computerized systems for all PPA sites (PPA-managed/government ports, private ports, CHO-managed and privatized ports).

### **4. SCOPE OF SERVICES**

The services shall cover the following:

- Development and Implementation of the Budget Proposal Management System (BPMS) integrated with the PPA Accounting and Financial Management System (AFMS) and interface-ready with the DBM's On-line Submission of Budget Proposal System (OSBPS). (See Annex A)
- Development of the Revised Data Collaboration Module between on-line Port Charges Exemption (OPCE) and PPA Systems. (See Annex A)
- Development of the application program interface between Online Real Estate Management System (oREMS) and AFMS-FIRST and recording of Accounts Receivables from oREMS. (See Annex A)
- Development of the FIRST Invoicing. (See Annex A)
- Development of application program interface for the automatic recording of receipts from iPORTS to AFMS/FIRST to replace the CSV uploading process. (See Annex A)
- Development of the application program interface between Private Port Electronic Filing System (PPEFS) and AFMS-FIRST (Annex A)
- Design and development of ad-hoc report/s required by the Management
- Resolution of User Support Requests (USRs - as provided in Annex A).

- Management of System performance of the Accounting and Financial Management System (AFMS) and all application systems running on Oracle database.
- Perform back-up and recovery across all system applications and Oracle database.
- Provide technical solution and/or support for the following:
  - Oracle eBusiness Suite R12.2.6.
  - System interface with AFMS thru the Front-end Invoicing and Receipting System (FIRST)
  - Port Customer Registration System
  - Internet-based Port Operations and Receipting for Terminals (iPORTS)
  - Implementation of AFMS Budget Implementation Module
  - On-line Port Charges Exemption (OPCE)
  - Electronic Accreditation System
  - Electronic Permit Management System (EPMS)
  - Electronic Payment System (ePayment)
  - Port Operations Management System (POMS).
  - Online Real Estate Management System (oREMS).
  - Implementation of the acquired solution from Oracle Metalink.
  - Revised Revolving Fund (RF) module.
  - Tax Reports
- Optimize the identified system modules which cause "System Slowdown" by implementing the appropriate solutions.
- Provide Technical Assistance on the maintenance of the Production and Test Servers both "on-premise" Central Facility (CF) and Data Recovery Center (DRC).
- Assist PPA in the set-up of specific modules for new Port Sites and its effect with the AFMS.
- Resolve all issues raised by ICTD Helpdesk personnel (not classified as "Change Request") one month before the expiration of the Contract. (Month 11)
- Demonstrate, as required, the application of appropriate approach, techniques, and tools to enhance the performance of the systems facilities – servers, database, communication, etc.
- Undertake the initial set-up and configuration of network and communication at the ports, where applicable and as required.
- Provide support and maintenance on all PPA's server especially the Oracle Database server. This also includes the Linux and Windows servers.
- Submit promptly monthly progress reports and Assessment and/or Completion Report in accordance with the schedule of work to be drawn by ICTD. The report formats to be used shall be prepared by the service provider and approved by PPA.
- Submit deliverable/accomplishment report validated by end-user concerned as basis for the issuance of final completion /acceptance report by the head of procuring entity.
- Assist PPA in the BIR accreditation in systems demonstration, verification, and evaluation.
- Provide training and knowledge transfer on the following: (Month 12)

- a. All applicable systems affected by major changes implemented for the resolution of Outstanding User Support Request identified in Annex A and new development of module or system as specified in the Scope of Services.
  - b. Database optimization, backup, and recovery
  - c. Application Performance Fine tuning
- Provide Hardware-as-a-service (HAAS) {three servers} on-premise. (See **Annex B**) for the specification of the servers).

## **5. BIDDER'S REQUIREMENTS**

5.1 The Bidder must be an Oracle Partner. This must be supported by a certification from Oracle Corporation to be submitted to the Bids and Awards Committee (BAC).

5.2 The Bidder must have the following minimum key personnel:

- 5.2.1 A Solution Architect with a total of ten (10) years' experience in the implementation of an integrated computerized port system.
- 5.2.2 At least One (1) Oracle Database Administrator of the eBusiness suite R12 ERP with a total of 5 years in administering database set-up in a port community.
- 5.2.3 At least One (1) Oracle API Developer must have Five (5) years' experience in Invoicing and Receipting System in the Port Community.
- 5.2.4 At least One (1) Oracle Forms and Reports Developer with three (3) years' experience related to eBusiness Suite R12.
- 5.2.5 A C# .Net Expert with a total of five (5) years' experience in software development and design using the C# .Net Application Tool; and must have an experience as implementation support personnel in the port community.

## **6. EVALUATION CRITERIA**

The Philippine Ports Authority shall evaluate the Bids using the Quality-Cost Based Evaluation (QCBE) procedure. The weight to be allocated for the Technical Proposal is 80%, while the weight for the Financial Proposal is 20%. The minimum Technical Score required to pass is 70%.

The Breakdown for the Technical Proposal is as follows:

- |                             |   |     |
|-----------------------------|---|-----|
| 1. Firm's Experience        | - | 15% |
| 2. Quality of Key Personnel | - | 60% |
| 3. Approach and Methodology | - | 25% |

## 7. CONFIDENTIALITY OF DATA

- 7.1 The Bidder shall document detailed procedures/techniques in identifying system security risks and breach/es and how such shall be handled.
- 7.2 The Bidder shall secure individual accounts to be used as special access to the affected site/s throughout the phases of system revision or enhancement only.
- 7.3 The Bidder and its team members shall all be required to sign a Non-Disclosure Agreement (NDA) with PPA.
- 7.4 The Bidder and all its personnel/agents, shall uphold strict confidentiality on any information that will come to their knowledge regarding the business or income of any port user/client/employees of PPA in accordance with the Data Privacy Act.
- 7.5 The Bidder and its employees shall be liable to penalties in case of any unlawful divulgence of any information regarding the business or income of any port user/client/employees of PPA.
- 7.6 All application/modules of the PPA Computerized Systems, their components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all, or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the Philippine Ports Authority.
- 7.7 The Bidder agrees to hold the Proprietary Information in strict confidence. Furthermore, the Bidder agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Philippine Ports Authority.

## 8. SERVICE LEVEL AGREEMENT

8.1 PPA shall maintain a Service Level Agreement (SLA) with the Bidder:

### 8.1.1 Technical Support

Category Level	Description	Resolution Time
Category 1	Users are totally prevented from doing their task and it will immediately impact the business process of PPA	Within one week upon receipt of USR
Category 2	Users are limited from doing their task and it will eventually impact the business process of PPA if long left unresolved	Within two weeks upon receipt of USR
Category 3	Users reported an area that can be improved but it will not	Within three weeks upon receipt of USR

	impact the business process of PPA	
--	------------------------------------	--

#### 8.1.2 Infrastructure Services

Category	Description	Uptime
Hardware-as-a-Service (HAAS)	Servers to be provided on premise	99.5%

### 9. RESPONSIBILITIES OF THE WINNING BIDDER

- 9.1 The Bidder shall neither assign, transfer, pledge, nor subcontract any part or interest therein.
- 9.2 The Bidder ensures that the source codes developed for the support and maintenance of the computerized systems are properties of PPA.
- 9.3 The Bidder shall not replace any of its personnel until fifty percent (50%) of the personnel's man-months have been served, except for justifiable reason and subject to the approval of PPA.

### 10. PPA RESPONSIBILITIES

- 10.1 PPA shall provide working area and connection to PPA's network.
- 10.2 PPA shall provide access to PPA documents, records and data that may be required, subject to PPA clearance.

### 11. BUDGET

The Approved Budget of the Contract is **P17 M** inclusive of 12% VAT.

### 12. DELIVERY AND PAYMENT

The project shall commence after the receipt of the Notice to Proceed (NTP) by the winning bidder.

Twelve equal payments in Philippine Currency shall be made over the contract period. The payment shall be made upon completion of deliverables as specified in ANNEX A.

  
**GERVACIO ALFREDO N. BALATBAT**  
 Acting Department Manager, ICTD

### Outstanding User Support Request (USR)

Item No.	Description	No. of USRs Affected	Deliverable Month
1	Enhancement on Remittance Advice report capturing Total Bank-to-Bank Deposit. Total Cash Total Check Deposit Total Bank-to-Bank Deposit Total Deposit.	2	Month 1
2	Handling of Retained earnings for the fiscal year opening balance	1	Month 1
3	Enhancement of Schedule of Prepayment- Prepaid insurance	1	Month 2
4	Availability in ORACLE system of the report CERTIFICATE OF AVAILABILITY OF FUNDS	1	Month 2
5	Availability of "Business style" field in FIRST receipting in compliance with the BIR requirements	1	Month 2
6	Availability in ORACLE system of the report PPA STATUS OF CORPORATE BUDGET	1	Month 3
7	Enhancement of the FIRST Remittance Advice Module to handle the following mode of payment: 1) Combination of Cash and Bank to Bank payments 2) e-Payment	2	Month 3
8	Resolution of the Bank-to-Bank RF receipt issue	1	Month 3
9	Resolution on the validation of 20% maintaining balance for RF Transaction	1	Month 3
10	Resolution of issue on the Payment for Unmanned Ports in CS with multiple days entered.	1	Month 4
11	List of Transactions approved in the Revised Delegation of Authority (RDA)-Template in excel file	1	Month 4
12	Customization of Report of Invoices Rendered which shall include the following: 1) REMS Invoices 2) Monthly Uploaded Invoices 3) VAT Zero-Rated Transaction/Invoices 4) Reflect Prepaid Taxes (EWT)	1	Month 5
13	Development of the Revised Data Collaboration Module between on-line Port Charges Exemption (OPCE) and PPA Systems.	1	Month 6



14	Development of the FIRST Invoicing	1	Month 6
15	Enhancement of the FCER application	1	Month 6
16	Resolution on receipts that did not reflect in the Daily Abstract of Collection by Cashier.	2	Month 6
17	RA number of the Official Receipt be reflected in the "Reference" column of the SL	1	Month 6
18	Addition of RF Transaction mode in the RECEIPTING MODULE and adopt the API used in the INVOICE RECEIPT	1	Month 7
19	Development of application program interface for the automatic recording of receipts from iPORTS to AFMS/FIRST to replace the CSV uploading process.	1	Month 7
20	Development of the application program interface between Online Real Estate Management System (oREMS) and AFMS-FIRST and recording of Accounts Receivables from oREMS	1	Month 7
21	Enhancement of Specified Accounts Receivable (AR) Reports In the AFMS (Annex C)	2	Month 8
22	Availability of the New version of BIR Alphalist tax reports in compliance with BIR Revenue Memorandum Circular No. 7-2021 except BIR Form No. 1621	1	Month 8
23	Development of Management report expense present year versus previous year in the AFMS	1	Month 9
24	Resolution for the Ending Balance that did not match with Trial Balance.	1	Month 10
25	Resolution on the issue on the Leases and Rental Spaces that were enrolled in REMS where Responsibility Center used was M1000 instead of B1300	1	Month 10
26	Validation for multiple remittance date and multiple terminals in one remittance number	1	Month 10
27	Include/capture all the collections of other PMOs for PMO in the Summary of Interoffice Collection - Servicing Unit	1	Month 10

28	Development of the application program interface between Private Port Electronic Filing System (PPEFS) to AFMS-FIRST	1	Month 11
29	Development and Implementation of the Budget Proposal Management System (BPMS) integrated with the PPA Accounting and Financial Management System (AFMS) and interface-ready with the DBM's On-line Submission of Budget Proposal System (OSBPS)	1	Month 12

## **ANNEX B**

### **SERVER SPECIFICATIONS:**

3 sets with minimum requirements of the following:

- 2x Processor (16 total logical cores)
- 96 GB Ecc RAM
- 2x240 GB SSD (for OS)
- 1TB SDD Raw Storage Capacity
- 24TB HDD Raw Storage Capacity

**NOTE:** Servers must be in place within 45 days after receipt of the Notice to Proceed (NTP) duly signed by the PPA General Managers.

# ANNEX C

List of Accounts Receivable Report	
1	Abstract of RF Invoice report V2
2	List of NCP Confirmed ORs
3	List of NCP Transaction - Prototype
4	List of Pending Remittance Advice Report
5	List of Uncleared Remitted ORs
6	NCP Report of Collection - Detailed
7	NCP Report of Collection - Summary
8	NCP Report of Collection by Filename
10	PPA - SL of Schedule of Depository Liabilities V1
11	PPA - SL of Schedule of Depository Liabilities V1 (Excel)
12	PPA Accountability Report by Accountable Officer
13	PPA Accounts Receivables Register - Other A/R Adjustment
14	PPA Aging of Accounts Receivable
15	PPA Aging of Accounts Receivable - Excel
16	PPA Aging of AR - Trade
17	PPA Analysis of HO/PDO/PMO Inter-office Accounts
18	PPA AR Aging - Prototype
19	PPA Cash Receipts and Deposits Journal V3
21	PPA Cash Receipts Register Report
22	PPA Claim for Refund - Credit Memo Listing
23	PPA COA Reports 1
24	PPA Collection and Deposit Records V2
25	PPA Collection and Deposit Records V2 - Excel
26	PPA Credit Memo
27	PPA Credit Memo - Claim for Refund
28	PPA Credit Memo Listing
29	PPA Daily Abstract of Collection by Cashier - Prototype
32	PPA Daily Abstract of Collection by Cashier (CHO-Managed Ports) v2
33	PPA Daily Abstract of Collection by Terminal (CHO-Managed Ports)
34	PPA Datafix for Misc Receipts Posted in AR but not in GL
35	PPA Datafix for Misc Receipts with Erroneous Accounting Entries
36	PPA Datafix for NCP Misc Receipts with Wrong Accounting Entries
37	PPA Debtor Aging Analysis
38	PPA Debtor Master Listing
39	PPA Debtor Period Summary
40	PPA Details of Remittance Advice
41	PPA FIRST Receipts - Post Cash Transactions
43	PPA Journal of Bills Rendered V2
45	PPA Late Charges Report
47	PPA List of Invoice by RF Customer - Prototype
48	PPA List of Invoice Transactions by Replenished ORs
50	PPA Listing of RF Transaction by Debtor and OU (New)

51	PPA Monthly Report of Collection by Cashier - Optimized
52	PPA Notes Receivable
53	PPA Outstanding Invoice Listing
54	PPA Registry of Accounts Written-off - MISD
55	PPA Remittance Advice - Breakdown of Checks (Full Detail)
56	PPA Remittance Advice - Nature of Coll. (Section A) (Full Detail)
57	PPA Remittance Advice Print New
58	PPA REMS Rental Invoice Print
61	PPA Report of Collections and Deposits - Excel
62	PPA Report of Collections and Deposits New
63	PPA Report of Invoices Rendered
64	PPA Reports of Checks Issued
65	PPA Revenue - This Year vs. Last Year
66	PPA Revenue Remittance Register
67	PPA RF Account Analysis (For PDO/PMO Only)
69	PPA RF Summary by Debtor (For Centralized RF)
70	PPA RF Summary by Debtor (For Centralized RF) - Excel
71	PPA RF Summary by Debtor (New)
72	PPA Statement of Account
73	PPA Statement of Revenue and Revenue Exemptions by Tariff Item
74	PPA Subsidiary Ledger - Receivables
75	PPA Top 20 Accounts Receivable - Trade
76	PPA Top 20 Customer (Invoice & Payment)
77	PPA Top 20 Outstanding Receivable
79	Schedule of Accounts Receivable
80	Schedule of Accounts Receivable - Prototype
81	Schedule of Accounts Receivable Excel
82	Schedule of Revolving Fund
83	SOA - DOTR Bayanihan Act
84	Status of Official Receipts Report
85	Summary of Inter-office Collection - Collecting Unit V2
86	Summary of Inter-office Collection - ePayment
87	Summary of PMO ePayment Transactions

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## ELIGIBILITY DOCUMENTS SUBMISSION FORM

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*[Date]*

*[Name and address of the Procuring Entity]*

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

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

#### Cover Letter

Use TPF 1. Technical Proposal Submission Form.

#### Experience of the Firm

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

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, 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, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

*If subcontracting is allowed, add the following:* If the Consultant will engage a subconsultant 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 subconsultant, and include the legal eligibility documents of such subconsultant.

#### 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 *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the



## 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 *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 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 *[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 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 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 Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

**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

---

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

- 3 Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, and relationship to the Procuring Entity, the Funding Source and other parties or stakeholders, if any, involved in the project.

--

## 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.

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm] Date: \_\_\_\_\_  
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. \_\_\_\_\_

PTR No. \_\_\_, [date issued], [place issued]

IBP No. \_\_\_, [date issued], [place issued]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

## TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

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	

## OMNIBUS SWORN STATEMENT

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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]*, as shown in the attached duly notarized Special Power of Attorney;

*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]*, as shown in the attached document showing proof of authorization (e.g. duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, 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, by itself or by relation, membership, association, affiliation or controlling interest with another blacklisted person or entity as defined and provided for the Uniform Guidelines on Blacklisting;

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 in compliance with the Philippine Bidding Documents, which includes:

- 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 Consultant]* 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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to

deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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** \_\_\_\_\_  
**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:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we 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.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared 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.** \_\_\_\_\_

**PTR No.** \_\_, [date issued], [place issued]

**IBP No.** \_\_, [date issued], [place issued]

**Doc. No.** \_\_\_\_

**Page No.** \_\_\_\_

**Book No.** \_\_\_\_

**Series of** \_\_\_\_.

## FINANCIAL PROPOSAL FORMS

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### **Notes for Consultants**

The following summarizes the content of the Financial Proposal.

#### **Cover Letter**

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (a) followed the applicable rules and guidelines indicated in this ITB;
- (b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (c) 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**

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

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*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* 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) <sup>2</sup>	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

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<sup>2</sup> 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) <sup>3</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

<sup>3</sup> 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 <sup>4</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

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<sup>4</sup> 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 <sup>5</sup>				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

<sup>5</sup> 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				_____

## FORM OF CONTRACT AGREEMENT

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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:

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 Procuring Entity

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Binding Signature of Consultant

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

# **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 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.

## **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:

$$\text{Leave cost as percentage of salary}^6 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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 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**

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<sup>6</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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.

## VII. BREAKDOWN OF AGREED FIXED RATES<sup>7</sup>

[Currencies: \_\_\_\_\_<sup>8</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>9</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>7</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>8</sup> If different currencies, a different table for each currency should be used.

<sup>9</sup> Per month, day, or hour as appropriate.