

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

## **28. Termination by the Consultant**

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

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

## **29. Procedures for Termination of Contracts**

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - (i) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

### **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 52.2 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 52.2 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### **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 51.1(b) and 51.1(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 Sub-Consultant 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 Sub-Consultant 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 Sub-Consultants 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 Sub-Consultants 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 beyond the control of the Consultant, 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 the forms prescribed in the **ITB** Clause 31.2.

- 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 Sub-Consultants 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 52.2 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 Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**45. Procurement by the Consultant**

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

**46. Specifications and Designs**

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

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

**47. Reports**

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

**48. Assistance by the Procuring Entity on Government Requirements**

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

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

- (a) provide the Consultant, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, or Personnel to perform the Services;
- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Sub-Consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

#### **49. Access to Land**

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

#### **50. Subcontract**

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

## **51. Accounting, Inspection and Auditing**

### **51.1. The Consultant shall:**

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27.1(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3. The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and 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 52.2 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 up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

***Section V. SPECIAL CONDITIONS OF  
CONTRACT***

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

<b>GCC Clause</b>	
1.1(g)	The Funding Source is:  PPA's Corporate Budget for CY 2017.
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their 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.
7	"Not applicable".
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	The Authorized Representatives are as follows:  For the Procuring Entity: <b>ADRIAN FERDINAND S. SUGAY</b> <b>Chairperson, HO-BAC-EP-CON</b>  For the Consultant: _____
15.1	The addresses are:  <b>Philippine Ports Authority</b>  <b>ADRIAN FERDINAND S. SUGAY</b> <b>Chairperson, HO-BAC-EP-CON</b>  Address: <b>PPA Bldg., A. Bonifacio Drive, South Harbor,</b> <b>Port Area, Manila</b>  Facsimile: Telephone Nos. 5278356 loc. 604  Email Address: assugay@ppa.com.ph



	Consultants:  Attention:  Address: _____  Facsimile: _____  Email Address: _____
15.2	Notice shall be deemed to be effective as follows:  (a) in the case of personal delivery or registered mail, on delivery;  (b) in the case of facsimiles, within 1 hour following confirmed transmission; or  (c) in the case of telegrams, within 1 day following confirmed transmission.
18.3	Consultant's account where payment may be made: _____
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 7 months or such other time period as the parties may agree in writing.
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 Entity are as follows:  (a) Technical and Survey Reports  (b) Special Reports  (c) Draft Final Report (hard & electronic copy)  (d) Final Report (hard & electronic copy)

38.1(d)	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <p>(a) Progress Billing.</p> <p>(b) Key Personnel Replacement.</p> <p>(c) Contract Time Extension (at no cost to Procuring Entity).</p>
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	The total ceiling amount in Philippine Pesos is ₱37,894,170.00.
52.2	No further instructions.
53.2	No additional instructions.
53.4	<p>The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:</p> <ol style="list-style-type: none"> <li>1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;</li> <li>2. the following transportation costs: <ol style="list-style-type: none"> <li>(a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;</li> <li>(b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6)</li> </ol> </li> </ol>

	<p>consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;</p> <p>(c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and</p> <p>(d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</p> <p>3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;</p> <p>4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;</p> <p>5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>;</p> <p>6. the cost of shipment of personal effects up to <i>[insert amount]</i>;</p> <p>7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;</p> <p>8. the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;</p> <p>9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;</p> <p>10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</p> <p>11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and</p> <p>12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.</p>
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	<p><b>NOTE:</b> <i>Items that are not applicable should be deleted; others may be added.</i></p> <p>The reimbursable expenditures in local currency shall be as follows:</p> <ol style="list-style-type: none"> <li>1. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV;</li> <li>2. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV;</li> <li>3. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</li> <li>4. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and</li> <li>5. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.</li> </ol> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted.</i></p>
53.5(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ol style="list-style-type: none"> <li>(a) An advance payment of 15% in Philippine peso shall be made within 30 days after the Effective Date. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the first 5 months of the Services until the advance payment has been fully set off.</li> <li>(b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.</li> </ol>
53.5(c)	The interest rate is: 0%.
55.6	No further instructions.

## ***Section VI. TERMS OF REFERENCE***

**TERMS OF REFERENCE  
FOR THE CONSULTANCY SERVICES FOR THE PROPOSED  
PORT WITH INTEGRATED SHIPYARD FACILITY**

**1. INTRODUCTION**

- 1.1 The arrival of foreign shipbuilders in the Philippines propelled the export growth of Philippine-made ships in the international market, making the country recognized as the 4<sup>th</sup> largest shipbuilder in the world.
- 1.2 Being the 2<sup>nd</sup> largest archipelago in the world, Philippine's geographic structure and location became one of the primary factors for it to be the shipbuilding hub in Asia and may likely exceed shares of the traditional shipbuilding nations.
- 1.3 Further considering the Philippine Islands' industry and general economy growing consistently, it is apparent that more goods need shipping and transport every year. Therefore, the local shipbuilding market should correspondingly be increasing.
- 1.4 In view of the aforementioned, the Philippine government is proposing the development of a shipyard facility to cater the needs of the shipping industry.
- 1.5 The Philippine Ports Authority (PPA) on its part, views shipyards as integral parts of port facilities and, hence, proposes the development of a port with integrated shipyard facility.
- 1.6 Consequently, PPA wishes to engage the services of a consulting firm to undertake the feasibility study of the proposed project.
- 1.7 These Terms of Reference are intended to convey the Scope of Works required to be undertaken by the Consultant.

**2. OBJECTIVES OF THE STUDY**

- 2.1 To identify an ideal site for the construction of a port with integrated shipyard facility.
- 2.2 To determine parameters, costs and timelines for the construction of the proposed facility.
- 2.3 To evaluate the project's overall feasibility.
- 2.4 To come up with at least two (2) alternative schemes of the proposed facility.

**3. SCOPE OF WORK**

The Consultant shall render all the required and necessary services to achieve the abovementioned objectives in accordance with internationally accepted standards,

conventions and practices. The Scope of Services to be undertaken by the Consultant shall include but shall not be limited to the following:

1. The Consultant shall review and analyze past and present oceanographic, meteorological, seismic and other data relating to the physical and natural conditions likely to affect the planning, design, orientation and operation of the proposed facility. The Consultant shall also analyze the siltation condition of the proposed site as one of the factors to be considered in the design and orientation of the port with integrated shipyard facility.
2. Site condition assessment: The Consultant shall conduct technical suitability analysis on the proposed site for the port with integrated shipyard facility.
  - a. Collection and evaluation of meteorological-ocean data offshore and at proposed development.
    - i. Wave condition and prediction for 1:1 year, 1:5 years, 1:50 years and 1:100 years.
    - ii. Tide observation for one (1) month and establishment of local permanent tidal conditions.
    - iii. Current data for one (1) month, if likely to have direct effect on a dry dock.
    - iv. Wind data of one (1) month on actual site and collection of past data from nearest PAGASA Station of past 25 years.
    - v. Rainfall data from nearest PAGASA Station for at least last 10 years.
    - vi. Atmospheric pressure
    - vii. Other relevant environmental parameters
  - b. Bathymetric survey to be conducted from offshore entry to the location and beyond up to the area which affect the proposed location due to tidal movement. Survey may be done with closed grid of 25 meters.
  - c. Topographic survey to be conducted in the area of proposed development and surrounding. The area of alternative approaches or access to the proposed site will also be considered in the topographic survey. Survey may be done with closed grid of 10 meters.
  - d. Requirement of dredging and reclamation, if any.
  - e. Soil investigation and laboratory assessment: Borehole logs on offshore and on inland to be decided on the basis of the proposed development area.

- f. Vessel sizes and its dimensions along with the suitability at the proposed site.
    - g. Evaluation on the access to markets, accessibility for shipping, depth of the surrounding waters, suitability of land surface and the marine environment.
3. The Consultant shall prepare the detailed port development plan with integrated shipyard facility in accordance with the national and international standards including details of major items and requirement of various marine structures (e.g. slipway, dry dock, quays, piers, approaches, groin and protection works, workshops and lay-down areas; sizing of production areas; sizing, arrangement and type of workshop buildings; routing of services and location of substation and compressor houses; overall manning levels; overall layout of the shipyard workflows, etc.) and dimensions of the same in metric units as well as the implementation schedules.
4. The Consultant shall formulate a Master Plan based on 25-year forecasts. As much as possible, the Consultant shall prepare at least two (2) alternative schemes of the Master Plan taking into consideration the physical and natural conditions, among others. The advantages and disadvantages for each alternative shall be presented together with the recommended option.
5. The Consultant shall prepare the preliminary design criteria for both the physical structures and the proposed handling equipment.
6. The Consultant shall undertake an analysis on market demand, shipping traffic pattern and the overall economic potential and opportunity for the growth for the proposed port with integrated shipyard facility. On the basis of these, the Consultant shall prepare the necessary forecasts supported with the methodology, assumptions and parameters used in preparing the forecasts.
7. The Consultant shall determine the major and support facilities required both on the landside and waterside as well as the preliminary design of the structures and estimated costs of such facilities within a  $\pm 15\%$  level of accuracy. The estimated costs shall be prepared based on a pay-item basis.
8. The Consultant shall define the appropriate handling systems and procedures, the type and number of equipment appropriate for the proposed physical development, organizational structure and staffing for the private operators, including the determination of the investment, repair/maintenance and operating costs. Such investment and operating costs shall be segregated between that of PPA, if any, and the private operator.



9. The Consultant shall prepare the conceptual framework for the economic evaluation explaining criteria to be used for the evaluation of economic benefits, the concepts to be used in the analysis of the project costs into its economic and financial values, treatment for the shadow pricing to arrive at the economic costs and benefits and the discount rate to be used, among others.
10. The Consultant shall identify, explain and quantify the quantifiable economic benefits and economic costs and shall then determine the economic feasibility of the project based on the calculated stream of economic benefits and costs. The period of economic evaluation shall be for 25 years.
11. The Consultant shall prepare the conceptual framework for the financial evaluation explaining the criteria to be used for evaluating financial costs and revenues.
12. The Consultant shall identify and quantify all relevant financial costs and financial revenues shall then determine the financial viability of the project under various development and tariff scenarios involving private sector participation under the BOT scheme and involving development solely by PPA. Should the Project be **not financially viable** using the existing tariff, the Consultant shall determine the tariff scenarios that would yield Financial Internal Rates of Return of 10 percent 15 percent and 20 percent.
13. The Consultant shall undertake sensitivity analyses on the economic and financial evaluation.
14. The Consultant shall undertake Initial Environmental Examinations on the impact of the proposed project to include but not be limited to
  - Impact relating to the project location
  - Impact during construction
  - Impact during port operation
15. Such IEEs shall be undertaken in preparation, if and were warranted, for any recommended full-blown Environmental Impact Assessment (EIA) required under Philippine laws, policies, rules and regulations of the Department of Environment and Natural Resources (DENR) and other concerned government agencies. If an EIA is recommended, the Consultant shall prepare and submit appropriate Terms of Reference (TOR) to the PPA which will be bid out under a separate consultancy contract.
16. The results of such IEEs shall be included in the Draft Final Report.
17. In the event that PPA shall undertake the projects itself, the Consultant shall prepare the Terms of Reference for the procurement of detailed engineering consultancy services similar in format to these TOR. This shall be in a

separate cover and submitted together with the Draft Final Report of the feasibility study.

#### 4. OTHER RELATED TASK

The Consultant shall be called upon by PPA to provide pertinent information on any queries, appear before commissions, boards or other judicial bodies to give evidence or otherwise submit professional opinions related to the Study, as necessary.

#### 5. REQUIRED EXPERTISE

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

- Project Manager/Planner/Naval Architect
- Deputy Project Manager/Port Design/Coastal Engineer
- Transport Economist/Traffic Specialist
- Cost Engineer
- Economist
- Financial Analyst
- Civil/Structural Engineer
- Geodetic Engineer/Survey Expert
- Geotechnical Engineer/Geologist
- Drainage/Water Supply Engineer
- Environmental Specialist
- Electro/Mechanical Engineer
- Shipyard Infrastructure Specialists
- Shipyard Planners and Designers
- Navigational Safety Analysts

The above personnel shall have a Bachelor's degree (or equivalent) as a **minimum qualification** and **five (5) years' relevant experience** as a minimum. All of the Consultant's personnel assigned and committed to the Study are expected to be physically fit. Any key staff or support staff may be called upon to report to the PPA Project Manager and assist the PPA staff in project development activities during the period of the Study.

#### 6. CONSULTANCY SERVICES COST

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

The Consultant shall also include in their consultancy proposal the costs for the provisions of transportation expenses, office space, furniture, computer/laptop (including software), printers and other office equipment that may be required by the Study, which shall be turned over to PPA upon completion of the Study.

## **7. DURATION OF THE STUDY**

The Study shall be undertaken for a period of seven (7) months.

**8. DELIVERABLES** (To be submitted in paper-printed copies and electronic media (floppy disks, zip disks, CD-R disks and/or CD-RW disks))

- Inception Report: 1<sup>st</sup> month
- Interim Report: 4<sup>th</sup> month
- TOR for Detailed Engineering
- IEE Report/TOR for EIA: 5<sup>th</sup> month
- Monthly Progress Report and Special Reports, as necessary
- Draft Final Report: 6<sup>th</sup> month
- Final Report (Two (2) weeks from the receipt of the comments of PPA incorporating said comments in the Report)

## **9. RESPONSIBILITIES OF PPA**

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

## **10. SURETY OR WARRANTY BOND FOR THE STUDY**

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

## **11. LIQUIDATED DAMAGES FOR DELAY**

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

## ***Section VII. BIDDING FORMS***

## TPF 1. TECHNICAL 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 THE PROPOSED PORT WITH INTEGRATED SHIPYARD FACILITY 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 18 we acknowledge and accept the **PROCURING ENTITY**'s right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

We 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**

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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**

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**TPF 5. TEAM COMPOSITION AND TASK PROJECTS**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
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

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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.]

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**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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## OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

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. I am the duly authorized and designated representative of *[Name of Consultant]* with office address at *[address of Consultant]*;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
3. (Name of Consultant) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Consultant) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of *[Name of Consultant]* is related to the 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:

## OMNIBUS SWORN STATEMENT

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- a. Carefully examine all of the Bidding Documents:
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental / Bid Bulletin(s) issued for the (Name of the Project).
9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
*[Bidder's Representative/Authorized Signatory]*

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

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

**NAME OF NOTARY PUBLIC**

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

# OMNIBUS SWORN STATEMENT

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## OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

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. I am the duly authorized and designated representative of *[Name of Consultant]* with office address at *[address of Consultant]*;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
3. (Name of Consultant) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Consultant) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of *[Name of 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;
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:



## OMNIBUS SWORN STATEMENT

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- a. Carefully examine all of the Bidding Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental / Bid Bulletin(s) issued for the (Name of the Project).
9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
*[Bidder's Representative/Authorized Signatory]*

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

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

**NAME OF NOTARY PUBLIC**

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

# OMNIBUS SWORN STATEMENT

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## OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

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. I am the sole proprietor or authorized representative of *[Name of Consultant]* with office address at *[address of Consultant]*;
2. As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]**[insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative]*;
3. (Name of Consultant) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Consultant) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. 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;
7. (Name of Consultant) complies with existing labor laws and standards; and
8. (Name of Consultant) is aware of and has undertaken the following responsibilities as a Bidder:

- a. Carefully examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental / Bid Bulletin(s) issued for the (Name of the Project).

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

[Bidder's Representative/Authorized Signatory]

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

**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** \_\_\_\_.

## 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 THE PROPOSED PORT WITH INTEGRATED SHIPYARD FACILITY 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>7</sup>	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

<sup>7</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>8</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

<sup>8</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>9</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

<sup>9</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>10</sup>				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

<sup>10</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				_____

**CONSULTANCY SERVICES FOR THE PROPOSED PORT WITH INTEGRATED SHIPYARD FACILITY**

ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>A. REMUNERATION</b>				
1. Billing Rate Key Staff	MM			
EVAT (12% of 1)				
<b>TOTAL A.1</b>				
2. Billing Support Staff	MM			
EVAT (12% of 2)				
<b>TOTAL A.2</b>				
<b>TOTAL FOR A</b>				
<b>B. REIMBURSABLE COST</b>				
1. Office Supplies Cost	month	7.00		
2. Communication Expenses	month	7.00		
3. Office Equipment				
Laptop / Desktop	unit	2.00		
Printer	unit	2.00		
Scanner	unit	2.00		
DSL/R	unit	1.00		
4. Transportation Expenses	month	7.00		
5. Air/Land/Sea Fare/Per Diem/Misc.	lot	1.00		
6. Printing and Reproduction	lot	1.00		
<b>TOTAL FOR B</b>				
<b>C. CONDUCT OF FEASIBILITY STUDY</b>				
1. Topo/Hydro Survey	has. (approx)	250.00		
2. Geotechnical Investigation	l.m.	400.00		
3. Environmental Study	site	1.00		
<b>TOTAL FOR C</b>				
<b>TOTAL COST</b>				

**CONSULTANCY SERVICES FOR THE PROPOSED PORT WITH INTEGRATED SHIPYARD FACILITY**

POSITION	INPUTS M/M	BASIC SALARY PER MONTH	MULTIPLIER	BILLING RATE PER MONTH	AMOUNT
<b>KEY STAFF</b>					
1. PROJECT MANAGER / PLANNER / NAVAL ARCHITECT					
2. DEPUTY PROJECT MANAGER / PORT DESIGN / COASTAL ENGINEER					
3. TRANSPORT ECONOMIST / TRAFFIC SPECIALIST					
4. COST ENGINEER					
5. ECONOMIST					
6. FINANCIAL ANALYST					
7. CIVIL / STRUCTURAL ENGINEER					
8. GEODETIC ENGINEER / SURVEY EXPERT					
9. GEOTECHNICAL ENGINEER / GEOLOGIST					
10. DRAINAGE / WATER SUPPLY ENGINEER					
11. ENVIRONMENTAL SPECIALIST					
12. ELECTO / MECHANICAL ENGINEER					
13. SHIPYARD INFRASTRUCTURE SPECIALISTS					
14. SHIPYARD PLANNERS AND DESIGNERS					
15. NAVIGATIONAL SAFETY ANALYSTS					
<b>SUBTOTAL FOR KEY STAFF</b>					
				12% VAT	
<b>SUPPORT STAFF</b>					
1. ADMINISTRATION OFFICER					
2. RESEARCHERS (2)					
3. CAD OPERATORS (2)					
4. COMPUTER OPERATORS (2)					
5. MESSENGER					
6. UTILITYMAN					
<b>SUBTOTAL FOR SUPPORT STAFF</b>					
				12% VAT	
<b>TOTAL COST FOR REMUNERATION</b>				<b>P</b>	

## 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***



## ***Section VIII. Appendices***

### **1. 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.

### **2. 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."

### **3. 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.

### **4. 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

## **5. 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.

## **6. 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:

$$\text{Leave cost as percentage of salary}^{11} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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.

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<sup>11</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

**(vii) Away from Headquarters Allowance or Premium**

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

**(viii) Subsistence Allowances**

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

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

**2. Reimbursables**

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

**3. Bank Guarantee**

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

## VII. BREAKDOWN OF AGREED FIXED RATES<sup>12</sup>

[Currencies: \_\_\_\_\_<sup>13</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>14</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>12</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>13</sup> If different currencies, a different table for each currency should be used.

<sup>14</sup> Per month, day, or hour as appropriate.

## **OFFICE EQUIPMENT SPECIFICATIONS**

### **1. Laptop and Desktop Computers**

**Laptop (1 unit)** – Internationally branded laptop computer – 6th Generation Intel Core i7-6700HQ Processor (6M Cache, up to 3.50GHz); 15.6-inch IPS Full HD 1080P Display; 16GB DDR4; GeForce GTX970M 6GB GDDR5; 2TB HDD; AC 802.11a/b/g/n/ac wireless LAN; Four USB 3.0 ports with HDCP support Headphone and speaker jacks, Ethernet (RJ-45) port and SDTM Card reader; Super Multi DVD; HD Web Camera; 8-cell Li-ion battery pack.

Including software: Microsoft Windows 10 Professional (64-bit) and Microsoft Office Home & Business 2016

**Desktop Computer (1 unit)** - Internationally branded desktop computer – 6th Generation Intel Core i7-6700 Processor (8M Cache, up to 4.00GHz); 16GB DDR3L-1600 DIMM RAM (4GBx4); 2TB 7200 RPM SATA 6G 1st Hard Drive; SuperMulti DVDRW; HDMI, VGA and Network (RJ45) Interfaces with at least six (6) USB 3.0 Ports; 4GB NVIDIA GeForce GTX 745 DDR3 FH GFX, 23-inch IPS Monitor; Wired Multimedia Keyboard and Optical Mouse; On-board 10/100/1000Mbps (Gigabit) Ethernet Support; 7-in-1 Media Card Reader.

Including software: Microsoft Windows 10 Professional (64-bit) and Microsoft Office Home & Business 2016

2. **Computer Printer (2 units)** – Internationally branded printer – Multi-function A3 inkjet colour printer; 128MB memory; 2.7" Touchscreen Colour LCD with Touch Sensitive Control; USB 2.0 Hi-Speed, Ethernet 10/100 Base-TX and Wireless LAN (IEEE 802.11b/g/n) Interfaces; Print resolution up to 1200 x 6000 dpi; Print Speed, Black at 22PPM and Colour at 20 PPM; Paper Sizes (A3, A4, Letter, Legal, etc..) A3 Automatic Double-sided printing; Multi-copy (Stack) up to 99 copies; Enlargement/Reduction (25% to 400%); 250-Sheets paper input tray with single sheet rear bypass tray; Automatic Document Feed (ADF) up to 35-sheets.

3. **Flatbed Document Scanner with Duplex (2 units)** – Internationally branded A4 Flatbed Colour Image Scanner, 4-line colour CCD Sensor Type; White LED Light Source; 1,200 dpi x 1,200 dpi Optical Resolution; 50 dpi – 4,800 dpi (1 dpi increments), 7,200 dpi and 9,600 dpi Output Resolution; 48-bit input, 8-bit output Scanner Bit Depth (Colour); 16-bit input, 8-bit output, Scanner Bit Depth (Grayscale); 16-bit input, 1-bit output Scanner Bit Depth (Black & White); 216 x 297mm Maximum Document Size; JPEG, BMP, Document

Capture Pro (Win): JPEG, BMP, PDF, Searchable PDF, TIFF, Multi-TIFF, PNG, DOCX, XLXS, PPTX Output File Formats.

4. **DSLR Camera (1 unit)** - Internationally branded DSLR Camera, 18MP Hybrid CMOS AF Sensor; Full HD 1080P recording; Fast AF Performance; 3-inch Vari Angle Clear View LCD II Touch Screen Monitor; Touch Screen Control; Scene Intelligent Auto; Creative Photography; Take Complete Control; ISO Range of 100 to 12,800 (Expandable to ISO 25,600); HDR (High Dynamic Range); Explore with the EOS System.