

# BID DOCUMENTS



Republic of the Philippines  
DEPARTMENT OF AGRICULTURE  
**PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY**  
PCA Annex Building, Elliptical Road Diliman, Quezon City  
Telefax. No. 925-61-41

## **CONSTRUCTION, REHABILITATION & IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX – PHASE I (CONSULTING SERVICES FOR THE DESIGN)**

**Brgy. North Bay Boulevard, Navotas City**

Prepared by:  
**TECHNICAL SERVICES DEPARTMENT**

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## *PART I*

***SECTION I***

***REQUEST FOR EXPRESSION OF INTEREST***



## **REQUEST FOR EXPRESSION OF INTEREST**

### **PROCUREMENT FOR THE CONSTRUCTION, REHABILITATION AND IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX PHASE-I (CONSULTING SERVICES FOR THE DESIGN) UNDER THE FLAGSHIP PROJECT**

1. The Philippine Fisheries Development Authority (PFDA) through FY 2019 National Government Subsidy intends to apply the sum of PhP 290,814,800.91 being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction, Rehabilitation and Improvement of Navotas Fish Port Complex – Phase I (Consulting Services for the Design). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The PFDA now calls for the submission of letter of expression of interest and eligibility documents for the Construction, Rehabilitation and Improvement of Navotas Fish Port Complex – Phase I (Consulting Services for the Design). Interested Consulting Firm must be ISO 9001-2015 Certified. Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before August 5, 2019, 12:00 NN at Room 304 the BAC Secretariat, 3<sup>rd</sup> Floor PFDA Annex Bldg., Elliptical Road, Diliman, Quezon City. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.
3. Interested bidders may obtain further information from PFDA-BAC Secretariat and inspect the Bidding Documents at the address given below during Mondays to Fridays 8:00 AM to 5:00 PM.
4. A complete set of Eligibility Documents may be acquired by interested Bidders from July 27, 2019 to August 4, 2019 until 5:00 PM at the BAC Secretariat Room 304, 3<sup>rd</sup> Floor PFDA Annex Bldg., Elliptical Road, Diliman, Quezon City and upon payment of non-refundable fee for the Bidding Documents in the amount of Fifty Thousand Pesos (P 50,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGeps) of the PFDA ([www.pfda.gov.ph](http://www.pfda.gov.ph)), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their eligibility documents.

5. The BAC shall draw up the short list of consultants from those who have been determined as eligible in accordance with the provisions of the 2016 revised IRR of RA 9184. The maximum prospective bidders to be shortlisted is five (5).



The criteria and rating system for short listing are:

Applicable Experience of the Firm	60 points
Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	30 points
Current workload relative to capacity	10 points
<b>TOTAL</b>	<b>100 points</b>

"Applicable Experience" pertains to the Bidder and associates in case of joint ventures, considering both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other Consultants.

"Qualification of Personnel" pertains to the personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking.

"Current Workload" means the absorptive capacity of the Applicant to do additional works other than those currently undertaken.

They are added to determine the total points for the Applicant. The Applicants shall then be ranked according to their "Total Points" and the top five (5) shall be considered as the short list and qualify them to bid for the contemplated contract. Should less than the required number apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required in the short listing, the BAC shall consider the same. Further, applicants must collect a minimum score of "seventy (70) points" to qualify for short listing.

6. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the IRR of RA 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

7. The Procuring Entity shall evaluate bids using the Quality Cost Based Evaluation/Selection (QCBE/QCBS) procedure. The technical and financial proposals shall be given weights at eighty percent (80%) and twenty percent (20%), respectively, for a total of one hundred percent (100%).
8. The contract shall be completed within Three Hundred (300) calendar days or ten (10) months.
9. The PFDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with

Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

Atty. Loralie C. Datahan  
Chairperson, Bids and Awards Committee

Thru:  
BAC SECRETARIAT  
Philippine Fisheries Development Authority  
3<sup>rd</sup> Floor, PCA Annex Building  
Elliptical Road, Diliman, Quezon City

**ATTY. LORALIE C. DATAHAN**  
Asst. General Manager &  
Chairperson, Bids and Awards Committee

***SECTION II***  
***ELIGIBILITY DOCUMENTS***

## ELIGIBILITY DOCUMENTS

### 1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) interest belongs to citizens of the Philippines; or
  - (e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the EDS.
- 1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the qualifications stated in the EDS.
- 1.4. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

### 2. Eligibility Requirements

- 2.1. The following eligibility requirements shall be submitted on or before the date of the eligibility check specified in the Request for Expression of



Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

(a) Class "A" Documents –

Legal Documents

- (i) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the EDS;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

Technical Documents

- (iii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the EDS. The statement shall include, for each contract, the following:
  - (iii.1) the name and location of the contract;
  - (iii.2) date of award of the contract;
  - (iii.3) type and brief description of consulting services;
  - (iii.4) consultant's role (whether main consultant, subcontractor, or partner in a JV)
  - (iii.5) amount of contract;
  - (iii.6) contract duration; and
  - (iii.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract;
- (iv) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2.

### Financial Document

- (v) The consultant's audited financial statements, showing, among others, the consultant's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

#### (b) Class "B" Document –

Valid joint venture agreement (JVA), in case a joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial documents by any of the joint venture partners constitutes compliance.

- 2.2. In the case of foreign consultants, the foregoing eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the foreign consultant's country.
- 2.3. The eligibility requirements or statements and all other documents to be submitted to the BAC must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the eligibility requirements under Classes "A" and "B" Documents if they are in other foreign language.
- 2.4. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subcontractors may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.
- 2.5. If a prospective bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in Clause 2.1 above.

### 3. Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.



- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The eligibility documents, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the prospective bidder.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

#### 4. Sealing and Marking of Eligibility Documents

- 4.1. Unless otherwise indicated in the EDS, prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy of shall be similarly sealed duly marking the envelopes as "COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the EDS shall be typed or written in indelible ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the prospective bidder in capital letters;
  - (c) be addressed to the Procuring Entity's BAC specified in the EDS;
  - (d) bear the specific identification of this Project indicated in the EDS; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4. If the eligibility documents are not sealed and marked as required, the Procuring Entity will assume no responsibility for its misplacement or premature opening.

#### 5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the EDS.

**6. Late Submission of Eligibility Documents**

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 5 shall be declared "Late" and shall not be accepted by the Procuring Entity.

**7. Modification and Withdrawal of Eligibility Documents**

7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.

7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.

7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project.

**8. Opening and Preliminary Examination of Eligibility Documents**

8.1. The Procuring Entity's BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the EDS. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder. If the withdrawing prospective bidder's representative is present during the opening, the original eligibility documents and all copies thereof shall be returned to the representative during the opening of eligibility documents. If no representative is present, the eligibility documents shall be returned unopened by registered mail.



- 8.3. A prospective bidder determined as "ineligible" has seven (7) calendar days upon written notice or, if present at the time of the opening of eligibility documents, upon verbal notification, within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the prospective bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed prospective bidder signifies his intent to file a request for reconsideration, in the case of a prospective bidder who is declared ineligible, the BAC shall hold the eligibility documents until such time that the request for reconsideration or protest has been resolved.
- 8.4. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
- (a) the name of the prospective bidder;
  - (b) whether there is a modification or substitution; and
  - (c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.5. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

## 9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the EDS shall be considered for short listing.
- 9.2. The BAC of the Procuring Entity shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the EDS.

- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Letter of Invitation to Bid issued by the BAC of the Procuring Entity.
- 9.4. Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.

***SECTION III***  
***ELIGIBILITY DATA SHEET***

## Eligibility Data Sheet

Eligibility Documents	
1.2	CONSTRUCTION, REHABILITATION AND IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX PHASE-I (CONSULTING SERVICES FOR THE DESIGN)
1.3	No further instruction
2.1(a)(i)	<p>Pursuant to Government Procurement Policy Board (GPPB) Circular No. 07-2017 "Deferment of the Implementation of the Mandatory Submission of PhilGEPS Certificate of Registration and Membership", bidders may still submit the following Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184:</p> <ol style="list-style-type: none"> <li>1. SEC or DTI Registration Certificate</li> <li>2. Mayor's/Business Permit or its equivalent document;</li> <li>3. Tax Clearance Certificate; and</li> <li>4. Audited Financial Statements,</li> </ol> <p>OR if already registered in the PhilGEPS under Platinum category, the bidders may submit their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, OR a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p> <p>In case the bidder opted to submit its Class "A" documents, the Audited Financial Statement shall be, showing, among others, the prospective bidder's total current assets and liabilities, stamped and "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission in accordance with Section 23.1(a)(vii) of the Revised IRR of RA 9184.</p>
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within the last ten (10) years prior to the deadline for the submission and receipt of eligibility documents. (Please refer to the attached prescribed format for TD-Form I and TD-Form II)
2.1(a)(i.7)	No further instructions.



2.1(a)(iii)	Statement on principals and key staff for consulting services involving regulated profession including their respective curriculum vitae. (Please refer to the attached prescribed format for TD-Form III)
4.2	Each prospective bidder shall submit one (1) original and two (2) copies of its eligibility documents, properly bind and with corresponding index tab.
4.3(c)	The PFDA BAC address is:  Philippine Fisheries Development Authority Bids and Awards Committee 3 <sup>rd</sup> Floor, PCA Annex Building Elliptical Road, Diliman, Quezon City
4.3(d)	CONSTRUCTION, REHABILITATION AND IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX PHASE-I (CONSULTING SERVICES FOR THE DESIGN)
5	The address for submission of bids is:  Philippine Fisheries Development Authority Bids and Awards Committee 3 <sup>rd</sup> Floor, PCA Annex Building Elliptical Road, Diliman, Quezon City  The deadline for submission of eligibility documents is <i>not later than <b><u>12:00 Noon of August 5, 2019</u></b></i>
8.1	The place of opening of eligibility documents is:  Philippine Fisheries Development Authority Bids and Awards Committee 3 <sup>rd</sup> Floor, PCA Annex Building Elliptical Road, Diliman, Quezon City  The date and time of opening of eligibility documents is <b><u>2:00 P.M. of August 5, 2019.</u></b>
9.1	"No further instructions".
9.2	Quality-Cost Based Evaluation/Selection.  The criteria and rating system for short listing are:  1. Similar Experience of the Consultant (60 Points)  2. Qualification of Key Personnel (30 Points)  3. Job Capacity (10 Points)

***SECTION IV***  
***ELIGIBILITY FORMS***

**Form Title : Eligibility Screening Form**

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Consulting Services for the Design for the Architectural and Engineering Design for the Construction, Rehabilitation and Improvement of Navotas Fish Port Complex Phase I

**ELIGIBILITY SCREENING FORMS****TABLE OF CONTENTS**

<b>DOCUMENT</b>	<b>Page</b>
Expression of Interest (EOI) and Application for Eligibility	
Checklist of Eligibility Requirements for Consulting Services	
<b>Class "A" Documents</b>	
<b>Legal Documents</b>	
Registration Certificate from SEC/DTI/CDA or any proof of registration as stated in the Bidding Documents	
Mayor's Business Permit	
Tax Clearance	
<b>Technical Document</b>	
Statement of <b>Completed</b> Projects	
Statement of <b>On-Going</b> Projects	
Statement of the Consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions.	
<b>Financial Documents</b>	
Consultant's Audited Financial Statements, showing the consultant's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) year from the date of bid submission.	
<b>Class "B" Documents</b>	
Joint Venture or Association Agreement	
Curriculum Vitae	

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**Form Title : Checklist of Eligibility Requirements for Consulting Services**

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The Eligibility Envelop shall contain the following:

**Class "A" Documents:**

**LEGAL DOCUMENTS**

- \_\_\_\_\_ 1. DTL, SEC or CDA Registration, or any proof of such registration as stated in the Bidding Documents.
- \_\_\_\_\_ 2. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, valid until \_\_\_\_\_
- \_\_\_\_\_ 3. Tax Clearance per Executive Order 398, series of 2008, as finally reviewed and approved by the BIR.

**TECHNICAL DOCUMENTS**

- \_\_\_\_\_ 4. Statement of Completed projects
- \_\_\_\_\_ 5. Statement of On-going projects
- \_\_\_\_\_ 6. Statement of the Consultant specifying nationality and confirming that those who will actually perform the services are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions.

**FINANCIAL DOCUMENTS**

- \_\_\_\_\_ 7. Consultant's Audited Financial Statements, showing the consultant's total and current assets and liabilities, stamped "Received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from date of bid submission.

**Class "B" Documents**

- \_\_\_\_\_ 8. Joint Venture Agreement (JVA) or statement from all potential joint venture partners that they will enter into and abide by the provisions of the JVA in case the bid is successful.

## STATEMENT OF ON-GOING PROJECTS

List of On-going Government and Private Contracts, including contracts awarded but not yet started, whether similar or not in nature and complexity to the contract to be bid within the last Ten (10) years prior to deadline for the submission and receipt of Eligibility Documents.

Name of Consultant : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name & Location of Project	Description of the Project	Classification (Gov./Private)	Date of Contract a. Starting Date* b. Completion Date	Type of Consulting Service	Amount of Contract	Contract Duration
1			a. b.			
2			a. b.			
3			a. b.			
4			a. b.			
5			a. b.			
6			a. b.			

\*Seven (7) days after receipt of NTP

Attachment/s:

1. Notice of Award and/or Contract; and
2. Notice to Proceed issued by the Client (*for projects already started*)

Submitted by:

\_\_\_\_\_  
Name and Signature of the Authorized Representative of Bidder

Company Name:

Position:

Date:



## STATEMENT OF ON-GOING PROJECTS

List of Completed Government and Private Contracts, whether similar or not in nature and complexity to the contract to be bid within the last Ten (10) years prior to deadline for the submission and receipt of Eligibility Documents.

Name of Consultant : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name & Location of Project	Description of the Project	Classification (Gov./Private)	Date of Contract a. Starting Date* b. Completion Date	Type of Consulting Service	Amount of Contract	Contract Duration
1			a. b.			
2			a. b.			
3			a. b.			
4			a. b.			
5			a. b.			
6			a. b.			

\* Seven (7) days after receipt of NTP

**Note:** *This statement shall be supported by certificate of satisfactory completion of contracts Issued by the client, in accordance with Section 2.1 (a)(1.7) of Section II. Eligibility Documents.*

Submitted by:

\_\_\_\_\_  
Name and Signature of the Authorized Representative of Bidder

Company Name:

Position:

Date:



**Form Title : Statement on Principals and Key Staff for Consulting Services  
Involving Regulated Professions**

Date of Issuance

The Chairperson, BAC

Name of Chairperson

Position

Name of Procuring Entity

Address of Procuring Entity

Dear Sir/Madame:

In compliance with the requirement of the [Name of the Procuring Entity] – BAC for the Bidding of the [Name of the Project], we certify that all of the owner/principals/partners and key staff of [Name of Bidder] possess the required professional licenses issued by the Professional Regulation Commission or other regulatory body.

Name of Personnel/Field of Expertise		Name of Related Project Involved	Position Involvement in the Project	Nationality	Years with the Firm	No. of Projects Currently Involved
<b>Detailed Engineering Design</b>						
1	Project Manager					
2	Deputy Project Manager					
3	Project Coordinator					
4	Sr. Civil Engineer					
5	Sr. Architect					
6	Port Planner/Navigation Specialist					
7	Sr. Highway Engineer					
8	Sr. Structural Engineer					
9	Sr. Prof. Electrical Engineer					
10	Sr. Mechanical Engineer					
11	Sr. Geodetic Engineer					
12	Sr. Geotechnical Engineer					
13	Sr. Sanitary Engineer					
14	Sr. Electronics & Communications Engineer					
15	Sr. Quantity/Cost Engineer					
16	Sr. Environmental Engineer					
17	Sr. Document/Specification Specialist					
<b>Environmental Impact Assessment Study</b>						
18	EIA Project Team Leader					
19	Geologist					
20	Terrestrial Ecologist					
21	Hydrologist/Hydrogeologist					
22	Oceanographer					
23	Water Quality Specialist					

24	Freshwater Ecologist					
25	Marine Ecologist					
26	Air Quality Specialist					
27	Sociologist					
28	Environmental Risk Assessment Specialist					
29	Geographic Information System Specialist					
30	Traffic Impact Specialist					
31	Other Key Staff					
32	Other Technical Staff					
33	Support Staff					

Attached are their Curriculum Vitae.

Very truly yours,

Name of Authorized Representative  
Position  
Name of Bidder

**Form Title : Financial Documents for Eligibility Check**

---

Name of Consultant : \_\_\_\_\_

Business Address : \_\_\_\_\_

Summary of the Bidder's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

Attachment:

1. Income Tax Return and Audited Financial Statement

Submitted by:

Name of Authorized Representative

Position

Name of Bidder

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

Note:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements

**Form Title : Joint Venture of Association Agreement**

---

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE or ASSOCIATION AGREEMENT exclusively for this Project, is entered into By and Between \_\_\_\_\_, of legal age, \_\_\_\_\_ [Civil Status],  
[Name of Owner/Proprietor/Partner] of \_\_\_\_\_ and a resident of \_\_\_\_\_ [ or name of consulting proprietorship/partnership, Address, Authorized Representative under a Resolution No. (to be attached)

And

\_\_\_\_\_, of legal age, [Civil Status], owner/proprietor of \_\_\_\_\_ a resident of \_\_\_\_\_ [or name of Consulting Firm, Address, Authorized Representative under a Board Resolution No. (to be attached).

That the Parties agree to join together their resources, equipment, and what is needed to facilitate the Joint Venture or Association to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the [Name of Procuring Entity].

**NAME OF PROJECT**

That the share and nationality of each party in this agreement is as follows:

	Nationality	Share
Consultant A	_____	_____
Consultant B	_____	_____

That the Parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the official Authorized Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture or Association in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture or Association Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord \_\_\_\_\_.

Authorized Representative

Authorized Representative

Firm A

Firm B

**Form Title : Curriculum Vitae****KEY PERSONNEL**  
(Format of Curriculum Vitae)

Give the detailed information of the following personnel who are schedule to be assigned as full time staff for the project. Fill up the Form on the **DETAILED CURRICULUM VITAE INFORMATION FOR KEY PERSONNEL** for each person.

1. Name of Firm : \_\_\_\_\_
2. Name of Staff : \_\_\_\_\_
3. Date of Birth : \_\_\_\_\_
4. Nationality : \_\_\_\_\_
5. Education:

School	Course	Degree	Year Graduated	Year Attended	
				From (mm/yy)	To (mm/yy)

6. Profession : \_\_\_\_\_
7. PRC Registration No.: \_\_\_\_\_
8. Membership to Professional Societies: \_\_\_\_\_
9. Length of Service with the Firm: \_\_\_\_\_
10. Current Position in the Firm: \_\_\_\_\_
11. Years of Experience: \_\_\_\_\_
12. Employment Record [Recent & Previous]: \_\_\_\_\_

Company/Agency	Position	Employment Status	From(mm/yy)	To(mm/yy)

13. Training [Recent & Previous]: \_\_\_\_\_

Training Course	From(mm/yy)	To(mm/yy)	Location

14. Experience [Recent & Previous]: \_\_\_\_\_

Name of Project:	
Project Cost:	
Position:	
Types of Service:	
Duration of Assignment:	Start to Completion (mm/yy)



Client:	
Location:	
Detailed Task Assignment:	

Language:

*[For each language, indicate proficiency: Excellent, Good, Fair and Poor in Speaking, Reading and Writing]*

Certification:

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

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

*[Signature of staff member]*

*Month/Day/Year*

SUBSCRIBED AND SWORN to me before 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 \_\_\_\_\_.



## ***PART II***

***SECTION I***

***NOTICE OF ELIGIBILITY & SHORT LISTING***

### **Notice of Eligibility and Shortlisting**

[Name]

[Name of Firm]

[Address]

Dear Sir/Madame:

1. The Philippine Fisheries Development Authority (hereinafter called "Procuring Entity") received funds through FY 2019 National Government Subsidy intends to apply the sum of PhP 290,814,800.91 being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction, Rehabilitation and Improvement of Navotas Fish Port Complex Phase-I (Consulting Services for the Design). Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposal.
2. The Procuring Entity now invites bids to provide the Construction, Rehabilitation and Improvement of Navotas Fish Port Complex Phase-I (Consulting Services for the Design).  
  
More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with Quality Cost Based Evaluation/Selection (QCBE/QCBS) procedures as described in the Bidding Documents.
4. This notice has been addressed to the short listed consultant.
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired at the Philippine Fisheries Development Authority, BAC Secretariat, 3<sup>rd</sup> Floor PCA Annex Building, Elliptical Road, Diliman, Quezon City from Monday to Friday, 8:00 AM to 5:00 PM upon payment of an applicable fee for the bidding documents, pursuant to the latest guidelines issued by the GPPB, in the amount of PhP 50,000.00 only.
7. The PFDA will hold a Pre-Bid Conference on August 15, 2019, 2:00 PM at PFDA Conference Room, 2<sup>nd</sup> Floor PCA Annex Building, Elliptical Road, Diliman, Quezon City.

Issued on this August 10, 2019.

Atty. Loralie C. Datahan  
Asst. General Manager &  
Chairperson, Bids and Awards Committee

***SECTION II***

***INSTRUCTION TO BIDDERS***



## **A. General**

### **1. Introduction**

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

### **2. Conflict of Interest**

- 2.1. The Funding Source's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality

of this rule. Consultants shall not be hired under the circumstances set forth below:

- (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or



- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

- 2.3. Subject to the provisions of ITB Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

### **3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer

profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).



- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 51.

#### **4. Consultant's Responsibilities**

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms required in ITB Clause 10.2(d) The Consultant is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for this Project, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 8.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that 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;
  - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
  - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
  - (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

- (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by



the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## **5. Origin of Associated Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **6. Subcontracts**

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Sub-consultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-consultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the sub-consultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the sub-consultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A sub-consultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

## **B. Contents of Bidding Documents**

### **7. Pre-Bid Conference**

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulleting. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### **8. Clarifications and Amendments to Bidding Documents**

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.



- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

## **C. Preparation of Bids**

### **9. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

### **10. Documents Comprising the Bid: Technical Proposal**

- 10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
  - (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
  - (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
  - (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

- 10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
  - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or sub-consultant, if any, following the formats described in the Technical Proposal Forms:
  - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or sub-consultant on projects of a similar and related nature as required in form TPF 2. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or sub-consultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
  - (ii) Comments, if any, on the TOR (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) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include



support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or sub-consultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
  - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
  - (vi.2) failed to state nationality on the CV; or
  - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

## **11. Documents Comprising the Bid: Financial Proposal**

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs, FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursable per Activity, and FPF 6. Miscellaneous Expenses, and relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the sub-consultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.



## 12. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

## 13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

## 15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request

for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 15.2**.

15.4. Upon signing and execution of the contract pursuant to **ITB Clause 31**, and the posting of the performance security pursuant to **ITB Clause 32**, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB Clause 15.2**.

15.5. The bid security may be forfeited:

(a) if a Consultant:

- (i) withdraws its bid during the period of bid validity specified in **ITB Clause 15.2**;
- (ii) does not accept the correction of errors pursuant to **ITB Clause 11.7**;
- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB Clause 27.2**;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;



- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with ITB Clause 31;
  - (ii) fails to furnish performance security in accordance with ITB Clause 32; or
  - (iii) any other reason stated in the **BDS**.

## **16. Format and Signing of Bids**

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the ITB Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in ITB Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in ITB Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section \_\_\_\_ hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **17. Sealing and Marking of Bids**

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL

PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".

- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL PROPOSAL" and "COPY NO. \_\_\_\_ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **18. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

### **19. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.



## **20. Modification and Withdrawal of Bids**

- 20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as “**TECHNICAL MODIFICATION**” or “**FINANCIAL MODIFICATION**” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3. Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant’s bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

## **E. Evaluation and Comparison of Bids**

## **21. Opening and Preliminary Examination of Bids**

- 21.1. Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2. The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next

working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.

- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened.
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately.
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification, and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

## **22. Process to be Confidential**

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

## **23. Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All



responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## **24. Bid Evaluation**

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

## **25 Evaluation of Technical Proposals**

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
  - (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff,
  - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work

commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

- (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.

25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:

- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
- (b) failure to submit any of the technical requirements provided under this **ITB** and **TOR**;
- (c) the Consultant that submitted a Bid or any of its partner and/or sub-consultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter, or
- (d) the Technical Proposal included any cost of the services.

## **26 Opening and Evaluation of Financial Proposals**

26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.

26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

## **27 Negotiations**

27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.

27.2 Negotiations shall cover the following:

- (a) Discussion and clarification of the **TOR** and **Scope of Services**;



- (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
  - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
  - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
  - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
  - (f) Provisions of the contract.
- 27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall 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.
- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft

form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

## **28 Post Qualification**

28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.

28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.



- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## 29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and

- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received,
  - (b) All prospective bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
  - (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1 Subject to ITB Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable;
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
    - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.



- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
  - (1) Contract Agreement;
  - (2) Bidding Documents;
  - (3) Winning bidder's bid, including the Technical and Financial Proposals, 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;
  - (4) Performance Security;
  - (5) Notice of Award of Contract; and
  - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **32. Performance Security**

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

- 32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However, if no Consultant had a successful negotiation or passed post-

qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### **33. Notice to Proceed**

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

### **34. Protest Mechanism**

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

***SECTION III***  
***BID DATA SHEET***



## Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</p> <p>The evaluation procedure is</p> <p>Quality Cost Based Evaluation/Selection (QCBE/QCBS)</p>
1.2	<p>The Funding Source is: FY 2019 National Government Subsidy.</p> <p>The name of the project is CONSTRUCTION, REHABILITATION AND IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX PHASE-I (CONSULTING SERVICES FOR THE DESIGN)</p>
1.3	<p><b>Preliminary Design</b> – Conduct boundary, topographic and hydrographic surveys; soil boring test, establishment of the size of the proposed site; preparation of preliminary architectural and engineering design, plans, layout outline, specifications and perspective drawing; cost estimates; and design reports.</p> <p><b>Detailed Architectural &amp; Engineering Design</b> – Preparation of detailed design analysis, calculations, plans, specifications, estimates, complete sets of construction drawings, bid documents, secure permits/clearances from concerned government offices, assists in the bidding process and all other services which may be deemed necessary prior to the construction of the project.</p>
1.4	The Project shall not be phased.
5	No further instructions.
6.1	Subcontracting is not allowed.
6.2	"Not applicable".
7.1	<p>The Procuring Entity will hold a Pre-Bid conference is on:</p> <p style="text-align: center;"><b>August 15, 2019 at 2:00 P.M.</b>  <b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b>          Bids and Awards Committee          BAC Secretariat, 2<sup>nd</sup> Floor PCA Annex Building          Elliptical Road, Diliman, Quezon City</p>
8.1	<p>PFDA's address is:</p> <p style="text-align: center;"><b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b></p>

	<p style="text-align: center;">Bids and Awards Committee BAC Secretariat, 3<sup>rd</sup> Floor PCA Annex Building Elliptical Road, Diliman, Quezon City</p>
10.1(b)	The estimated number of professional staff-months required for the project is 1,271 man-months for the key personnel support staff, per TOR
10.1(c)	The minimum required experience of proposed professional staff is as follows: Refer to Terms of Reference (TOR)
11.5	The Procuring Entity shall withhold all taxes prescribed by applicable laws, rules and regulations.
11.7	The ABC is PhP 290,814,800.91. Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until 120 calendar days.
15.1	<p>The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amount:</p> <ol style="list-style-type: none"> <li>1. <i>2% of ABC or PhP 5,816,296.02</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. <i>5% of ABC, or PhP 14,540,740.05</i>, if bid security is in Surety Bond</li> </ol>
15.2	The bid security shall be valid until One Hundred Twenty (120) Calendar days.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit <i>one (1)</i> original and <i>two (2)</i> copies of the first and second components of its bid.
18	<p>The address for submission of bids is</p> <p style="text-align: center;"><b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b> Bids and Awards Committee BAC Secretariat, 3<sup>rd</sup> Floor PCA Annex Building Elliptical Road, Diliman, Quezon City</p> <p>The deadline for submission of bids is on <b>August 27, 2019 at 12:00 NN.</b></p>
21.2	The address for opening of bids is:

	<p style="text-align: center;"><b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b>  <b>Bids and Awards Committee</b>  BAC Secretariat, 2<sup>nd</sup> Floor Conference Room, PCA Annex Building  Elliptical Road, Diliman, Quezon City</p> <p>The opening of bids is on <b>August 27, 2019, 2:00 P.M.</b></p>								
22.1	No further instructions.								
25.1	<p>The Evaluation Procedure is Quality Cost Based Evaluation/Selection. The following processes for the opening and evaluation of bids shall be adopted:</p> <ol style="list-style-type: none"> <li>The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</li> <li>Quality Cost Based Evaluation/Selection Procedure shall be used. The Technical and Financial Proposal shall be given eighty percent (80%) and twenty percent (20%) weights, respectively.</li> <li>The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</li> <li>After approval by the Head of the Procuring Entity of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</li> <li>Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelop shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelop and the ABC stated in ITB Clause 11.7.</li> </ol>								
25.3	<p>The numerical weight and the minimum required St for each criterion is as follows:</p> <table border="0"> <tr> <td>a) Qualification of personnel to be assigned to the project</td> <td>- 60 pts.</td> </tr> <tr> <td>b) Experience and capability of the firm</td> <td>- 10 pts.</td> </tr> <tr> <td>c) Plan of approach and methodology</td> <td>- 30 pts.</td> </tr> <tr> <td style="text-align: center;">Total</td> <td>- 100 pts.</td> </tr> </table> <p>The minimum St required to pass is <b>Seventy (70) Points.</b></p>	a) Qualification of personnel to be assigned to the project	- 60 pts.	b) Experience and capability of the firm	- 10 pts.	c) Plan of approach and methodology	- 30 pts.	Total	- 100 pts.
a) Qualification of personnel to be assigned to the project	- 60 pts.								
b) Experience and capability of the firm	- 10 pts.								
c) Plan of approach and methodology	- 30 pts.								
Total	- 100 pts.								



	The attention of the Consultant is drawn to Technical Proposal Forms- Bids must adhere to the maximum number of pages outlined in this Clause 10.2(b)
26.1	<p>The opening of Financial Proposals shall be on:</p> <p style="text-align: center;"><b>August 27, 2019, 2:00 P.M.</b>  <b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b>  Bids and Awards Committee  BAC Secretariat, 2<sup>nd</sup> Floor Conference Room, PCA Annex Building  Elliptical Road, Diliman, Quezon City</p>
26.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 25.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GOP's international</p>



	<p>commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p> <p>The lowest Financial Proposal (Fm) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Sf = 100 \times FI/F$ <p>Where:</p> <p>Sf is the financial score of the Financial Proposal under consideration, FI is the price of the Fm, and F is the price of the Financial Proposal under consideration.</p> <p>Using the formula <math>S = St \times T\% + Sf \times P\%</math>, the Bids shall then be ranked according to their combined St and Sf using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:</p> <p>T = 0.8; and</p> <p>F = 0.2;</p> <p>provided that the total weights given to the Technical and Financial Proposals shall add up to <b>1.0</b>.</p>
26.1	<p>The address for negotiations is</p> <p style="text-align: center;"><b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b> Bids and Awards Committee BAC Secretariat, 2<sup>nd</sup> Floor Conference Room, PCA Annex Building Elliptical Road, Diliman, Quezon City</p>
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	<p>The Bidder has the option to submit manually filed tax returns or filed through Electronic Filing and Payment System (EFPS)</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
30.4.6	No additional requirement.
32.1	No further instructions.
33.2	The effective date of the contract shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed provided that the documentary requirements are complied with.

***SECTION IV***  
***GENERAL CONDITIONS OF CONTRACT***

## 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) "Consultant" refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
- (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
- (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) "Effective Date" means the date on which this Contract comes into full force and effect.
- (f) "Foreign Currency" means any currency other than the currency of the Philippines.
- (g) "Funding Source" means the entity indicated in the SCC.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Philippines (GoP).
- (j) "Local Currency" means the Philippine Peso (Php).
- (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
- (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at



the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in GCC Clause 39.

- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

## **2. Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **3. Location**

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

## **4. Law Governing Contract and Services**

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

## **5. Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **6. Consultants and Affiliates Not to Engage in Certain Activities**

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

## **7. Authority of Member in Charge**

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

## **8. Resident Project Manager**

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

## **9. Entire Agreement**

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.



## **10. Modification**

Unless otherwise specified in the SCC, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to GCC Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

## **11. Relationship of Parties**

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

## **12. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

## **13. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **14. Operation of the Contract**

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 34 hereof.

## **15. Notices**

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of

the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

15.2 Notice shall be deemed to be effective as specified in the SCC.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

## **16. Warranty as to Eligibility**

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, **Error! Reference source not found.** issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

## **17. Confidentiality**

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

## **18. Payment**

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.

18.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.



## **19. Currency of Payment**

Unless otherwise specified in the SCC, all payments shall be made in Philippine Pesos.

## **20. Liability of the Consultant**

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

## **21. Insurance to be Taken Out by the Consultant**

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

## **22. Effectivity of Contract**

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

## **23. Commencement of Services**

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in GCC Clause 22.

## **24. Expiration of Contract**

Unless sooner terminated pursuant to GCC Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC.

## **25. Force Majeure**

25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and

reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;
  - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
  - (c) insufficiency of funds or failure to make any payment required hereunder; or
  - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.



- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

## **26. Suspension**

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
  - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

## **27. Termination by the Procuring Entity**

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
  - (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
  - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
  - (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction, in which event,



termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause Error! Reference source not found.:
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof, or
- (h) The Consultant fails to perform any other obligation under the Contract.

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 HoPE 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) aforementioned, 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE.

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

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

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

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

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

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

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

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

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 17 hereof; and



- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

### **34. Dispute Settlement**

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

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

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

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

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

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

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

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

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

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

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

### **39. Personnel**

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.



- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Consultant shall be liable for the imposition of damages as described in the SCC.
- 39.6 Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.



- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of GCC Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
  - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

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

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to GCC Clause 52 hereof.

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

- 42.1 Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the

performance security in any the forms prescribed in the **ITB Clause Error! Reference source not found.**

- 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 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the



Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any 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(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

## **52. Contract Cost**

52.1 Except as may be otherwise agreed under GCC Clause 10, payments under this Contract shall not exceed the ceiling specified in the SCC. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2 Unless otherwise specified in the SCC, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

## **53. Remuneration and Reimbursable Expenditures**

53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.

53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the SCC after the date determined in accordance with GCC Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.



- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.
  - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
  - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the SCC.

## **54. Final Payment**

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a



maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.

- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

## **55. Lump Sum Contracts**

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB Clause Error! Reference source not found.** 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***



## Special Conditions of Contract

GCC Clause	
(b)	<p>The Funding Source is:</p> <p>FY 2019 National Government Subsidy</p>
6.2(b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	<p>The Member in Charge is <i>[name of member, address, and other necessary contact information]</i></p> <p><b>NOTE:</b> <i>If the Consultant consists only of one entity, state "Not applicable".</i></p>
8	Not applicable
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <p style="text-align: center;"><b>ATTY. LORALIE C. DATAHAN</b> BAC Chairperson</p> <p>For the Consultant:</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity:</p> <p style="text-align: center;"><b>PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY</b> PCA Annex Bldg., Elliptical Road, Diliman, Quezon City</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of facsimiles, within <i>[insert hours]</i> following confirmed transmission; or</p>

	(c) in the case of telegrams, within <i>[insert hours]</i> following confirmed transmission.
18.3	<i>State here Consultant's account where payment may be made.</i>
19	No further instructions.
20	No additional provision
22	The effectiveness conditions are the following:  a) <i>Upon approval/signing of the contracting parties; and</i> b) <i>The effectivity of the contract is seven (7) calendar days from receipt of Notice to Proceed, provided that all the documentary requirements are complied with.</i>
24	The time period shall be eight (8) 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 Revised IRR of RA 9184.
35.1	<p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows:</p> <p>All submitted documents as required under the TOR. All reports and relevant data such as, maps, plans, statistics and supporting records or materials compiled or prepared in the course of the services shall be confidential and shall be absolute property of the PFDA. The Consultant agrees to deliver all these materials to the PFDA upon completion of this contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this contract without prior written consent of the PFDA.</p> <p>Computer software and programming works purchased or paid for by the Consultant for the PFDA shall be licensed in the name of the PFDA.</p>
38.1(d)	<p>The Consultant's actions requiring the Procuring Entity's prior approval are:</p> <p>Please refer to the requirements stated in the TOR.</p>
39.5	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 after fifty percent (50%) of the Personnel's man-months have been served.

	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.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is <b>PhP 290,814,800.91</b>
53.2	<p>No additional instructions.</p> <p>It is understood that:</p> <ol style="list-style-type: none"> <li>The remuneration rates shall cover: <ol style="list-style-type: none"> <li>Such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultant's average costs, as represented by the financial statements of the Consultant's latest three fiscal years.</li> <li>The cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and</li> <li>The Consultant's fee;</li> </ol> </li> <li>Bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</li> <li>Any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known.</li> </ol> <p>The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges, as such representations are evidenced by:</p> <ol style="list-style-type: none"> <li>The form "Consultant's Representations regarding Costs and Charges" dated <i>[Fill in the date of the Form properly executed by the Consultant]</i>, which was executed by the Consultant at the conclusion of such negotiation.</li> </ol> <p>[NOTE: The form to be prepared shall use Appendix VI as a basis and shall be attached as part of the Financial Proposal as Model Form I]</p> <ol style="list-style-type: none"> <li>The form "Breakdown of Agreed Fixed Rates in Consultant's Contract," dated <i>[Fill in the date of the Form properly executed by the Consultant]</i>, which was executed by the Consultant at the conclusion of the negotiation.</li> </ol> <p>[NOTE: A sample of such form is included as Appendix VII and shall be attached at the end of the SCC as Model Form II. The Consultant should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown].</p>



	<p>Should these representations be found by the Procuring Entity (either through inspections or audits) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations.</p> <p>Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or if there are no further payments to be made by the Procuring Entity to the Consultant, the Consultant shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity.</p> <p>Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of the final report and the final statement approved by the Procuring Entity in accordance with this Contract.</p> <p>Or</p> <p>Where price is an evaluation criterion, e.g. QCBS, the above representatives are not required, and the provision set forth below shall be used.</p> <p>It is understood that:</p> <ol style="list-style-type: none"> <li>1. The remuneration rates shall cover: <ol style="list-style-type: none"> <li>(a) Such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead;</li> <li>(b) The cost of backstopping by the home office staff not included in the Personnel listed in Appendix III; and</li> <li>(c) The Consultant's fee;</li> </ol> </li> <li>2. Bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</li> <li>3. Any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity.</li> </ol>
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 <b>15% percent</b> in Philippine peso shall be made within <i>[insert number]</i> 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 <i>[insert number]</i></li> </ol>

	<p>months of the Services until the advance payment has been fully set off.</p> <p>(b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.</p>
53.5(c)	The interest rate is zero (0)
55.6	No further instructions.

*SECTION VI*  
*TERMS OF REFERENCE*



## **TERMS OF REFERENCE**

### **CONSULTANCY SERVICES FOR THE ARCHITECTURAL AND ENGINEERING DESIGN FOR THE CONSTRUCTION, REHABILITATION AND IMPROVEMENT OF NAVOTAS FISH PORT COMPLEX - PHASE I (UNDER THE FLAGSHIP PROJECT)**

#### **I. INTRODUCTION**

##### **1.1 Background**

The Philippine Fisheries Development Authority (PFDA) is the fishery post-harvest infrastructure arm of the government. Created by virtue of Presidential Decree No. 977, s. 1976 as amended by Executive Order No. 772, s. 1982 and Executive Order No. 967, s. 1984, the PFDA is mandated to improve efficiency in the handling and distribution of fish and fishery/aquatic products and enhance fish quality through the provision of fishery post-harvest facilities and essential services. One of the fishery post-harvest facilities and infrastructure is the Regional Fish Port Project for the Greater Capital Region (RFPPGCR) otherwise known as the Navotas Fish Port Complex (NFPC) located at the heart of Navotas City.

The RFPPGCR, the premier fishing port and fish market complex of the PFDA, was constructed four (4) decades ago (August 1976). It is situated in a 49-hectare reclaimed land at the Northeastern section of Manila Bay. It is the traditional landing site of commercial fishing boats operating in various fishing grounds of the Philippines. It has developed into a marine industrial complex. A sufficient space for fish landing and trading facilities, and the rest of the land were leased to the private sector for fish canning and processing plants, ice plant and cold storage, ship repair area, fuel depot and other related services.

Since 2003 it has long been the aspiration of the PFDA to upgrade/rehabilitate the old and depreciated facilities of the RFPPGCR. However, events have overtaken the initiative to upgrade the fish port. To align with the revised National Comprehensive and Integrated Infrastructure Program, the Feasibility Study (F/S) for the Upgrading/Rehabilitation of the RFPPGCR was required to be updated. In compliance with the directives of the NEDA Board and ICC, the PFDA proposed the conduct of F/S for the Regional Fish Port Project for the Greater Capital Region.

Relative thereto the PFDA intends to engage the services of a consultant to prepare an Architectural and Engineering Design and detailed Environmental Impact Study (EIS) for the Construction, Rehabilitation and Improvement of RFPPGCR and other related studies to be able to secure an Environmental Compliance Certificate (ECC), Regional Development Council - National Capital Region (RDC - NCR) endorsement as well as Reclamation

Clearance from the Department of Environment and Natural Resources (DENR).

## 1.2 Necessity of the Project

After more than four (4) decades of RFPPGCR's operation, most of its infrastructure facilities are already depreciated. During high-tide and/or inclement weather condition, the roads, market halls and other areas of the port are flooded. Hence, business activities become so difficult for the stakeholders/clients.

The government's vision of a competitive, sustainable and technology-based agriculture/fisheries sector cannot be achieved with the current condition of the nation's premier fishing port.

As presented extensively in the feasibility study submitted by NEDA contracted consultancy firm, Joint-Venture of Science and Vision for Technology, Inc. and CEST Consultants, Inc., the Project will not only be involved the rehabilitation of existing RFPPGCR port facilities but also upgrading and expansion to ensure provision of back-up areas (see attached project development plan).

The basic features or scope of works of the Project are the following:

- A. Increase of port elevation to a minimum of +3.20 to +3.40 meters from the current +1.59 meters along the quayside area to +2.28 meters in building areas.
- B. Upgrading/construction of commercial market halls and municipal market halls.
- C. Rehabilitation/upgrading of landing quay/wharf and Pier 4 to increase berth length to 2,097 linear meters.
- D. Reclamation of about 14 hectares on the Northern portion of the RFPPGCR and 9 hectares on its Southeast portion, and a total of 2.8 hectares for expansion of Piers 2, 3, and 4. (see attached Master Development Plan).
- E. Construction of a five storey (5,400 m<sup>2</sup> floor area) permanent PFDA Central Office, 2,925 m<sup>2</sup> dormitory, 2,925 m<sup>2</sup> staff house, 1,800 m<sup>2</sup> port related offices and two (2) 60 m<sup>2</sup> toilets.
- F. Rehabilitation of drainage and sewerage systems, construction of 1,500 m<sup>3</sup> capacity detention ponds, and provision of semi-underground sewerage treatment plants with total capacity of 2,500 m<sup>3</sup> per day.



## **II. OBJECTIVES OF THE CONSULTING SERVICES**

- 2.1 To provide the Department of Agriculture-PFDA, with the preliminary/conceptual design that will be needed for budgetary purposes and prepare detailed architectural, structural, electrical, plumbing/sanitary, mechanical and other engineering designs, plans, construction drawings, specifications, detailed project construction cost estimates, construction schedules and other necessary bid documents required for bidding.
- 2.2 To provide all necessary detailed information on the surface and sub-surface physical characteristics (topographic, hydrographic and soil investigation and testing) of the site;
- 2.3 To formulate a construction and financing strategies that would carry-out phased implementation of the project;
- 2.4 To review, validate and conduct social and gender safeguards and incorporate the needs of Senior Citizens, Persons with Disability and gender responsiveness;
- 2.5 To conduct Environmental Impact Assessment (EIA) Study for the NFPC and prepare an Environmental Impact Statement for submission, review and subsequent issuance of the Environmental Compliance Certificate (ECC) by the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB);
- 2.6 Prepare pertinent studies and plans to satisfy the requirements of the RDC - NCR for its endorsement such as Traffic Management Plan (TMP), Solid Waste Management Plan (SWMP), and Flood Control and Sewerage Management Plan (FCSMP), among others.
- 2.7 To provide concise, comprehensive and descriptive report that will serve as basis for further undertaking/actions/decisions of proper authorities.
- 2.8 Assist the PFDA Technical Working Group in the preparation and issuance of bid documents and other necessary/supplemental documents before the bidding and bid evaluation. Likewise, the consultant shall assist the PFDA Bids and Awards Committee (BAC) as may be required in all stages of the bidding process.

## **III. SCOPE OF WORK FOR THE PROJECT**

To achieve the objectives mentioned in Section II of this TOR, the Consultant shall be responsible for the performance of the following:



### 3.1 DETAILED ENGINEERING DESIGN

The Consultant shall prepare and submit the Detailed Engineering Design for the project based on the following scope of works which will be implemented by Phase.

#### PHASE I

##### A. General Expenses and Preparatory Works

1. Mobilization/Demobilization
2. Provide Engineer's Office for the Engineer and Staff
3. Maintain Site Office for the Engineer and Staff
4. Engineer's/PFDA Personnel Transport
5. Operate/Maintain Engineer's/PFDA Personnel Transport
6. Provide Computer System and Digital Camera for the use of Engineer and Staff
7. Provide Environmental Safety and Health Program in the execution of the project
8. Survey Works/Soil Investigation
9. Permits

##### B. Marine Works

1. Reclamation
  - Supply and place materials for reclamation and fill
  - Supply and place materials for reclamation and fill for ship repair area
2. Dredging of the Harbor Basin
3. Demolition Works
  - Demolish and dispose of existing pier deck slab, beams and pile caps
4. Pier No. 2 (Additional 200m L x 40m W)
  - Piling Works
  - Concrete Works
  - Quay Fixtures
5. Pier No. 4 (Additional 200m L x 40m W)
  - Piling Works
  - Concrete Works
  - Quay Fixtures
6. R.C. Pier at Ship Repair Area (5 Piers)
  - Piling Works
  - Concrete Works
  - Quay Fixtures
7. Pier No. 3 (200m L x 40m W) with Stair Landing
  - Piling Works

- Concrete Works
  - Quay Fixtures
  - Continuous Stair Landing
8. Wharf (430 LM Steel Sheet Pile Quay Wall)
    - Piling Works
    - Concrete Works
    - Rock Works
    - Apron Works
    - Quay Fixtures
  9. Seawall
    - Seawall at Northwest Side of the Fish Port (L=862.41m)
    - Seawall at the Approach Side of the Pier (L=337.42m)
    - 430 m length Seawall at Ship Repair Area
  10. Wharf in Front of Market Hall No. 1 (L=462.63)
    - Piling Works
    - Concrete Works
    - Rock Works
    - Quay Fixtures
    - Apron Works
  11. Revetment at Eastside of Ship Repair
  12. Revetment, L=230m
    - Supply and place of Armour Rocks
    - Supply and place of Core Rocks
    - Supply and install of Filter Fabric
  13. Undertake soil boring/geotechnical investigations for piers, buildings and reclamation area.

#### C. Civil Works

1. Elevated Road (Flyover) linking NFPC to Harbor Link Segment
2. Demolition Works
  - Demolish and Remove Existing Structures at Northwestern side of the Fish Port
3. Pavement Works at Existing Fish Port Area
  - Vehicle Parking Area and Upgrading of Northwestern Tip of Existing Fish Port Area
4. Pavement Works at Reclaimed Area
  - Service Roads including at Ship Repair Area
  - Vehicle Parking Area
  - Sidewalk with Roof

5. Fence and Gates
  - Construction of CHB Fence
- D. Building Works
  1. Municipal Market Hall No. 2
  2. Commercial Market Hall No. 3
  3. Commercial Market Hall No. 4a
  4. PFDA Head Office Building at NFPC (5-Storey Building)
  5. PFDA Staff House
  6. Dormitory
  7. Port Related Office Building
  8. Retail/Transit Shed (15m x 165m)
  9. Retail/Transit Shed (15m x 100m @ 3-units)
  10. Municipal Market Hall No. 3
  11. Municipal Market Hall No. 4
  12. Multi-Purpose Shed/Municipal Market Hall No. 6
  13. Public Toilet (2-Units 5m x 10m)
- E. Utilities
  1. Upgrading of Existing Facilities
    - Sewerage System
    - Solid Waste Transfer Station with Material Recovery Facility
  2. At Reclaimed Area
    - Weigh Bridge
    - Drainage System
    - Water Supply
    - Sewerage System and Preparation of Performance Specifications of the Sewage Treatment Plant (STP)
    - Electrical System
    - Electro-Mechanical
    - Mechanical Works
- F. Installation of CCTV and Fiber Optic
- G. Other Activities that may be required by PFDA

### **3.2 SUPPORT DURING CONSTRUCTION**

### **3.3 ENVIRONMENTAL IMPACT ASSESSEMENT STUDY**

## **IV. SCOPE OF THE CONSULTING SERVICES**

The Consultant shall review the Feasibility Study in preparation of conceptual design and may recommend any modification or revision on the preliminary design shown in the study. Likewise, the Consultant shall prepare and update the facility requirements previously established in the Feasibility Study.



The Consultant, in particular, shall prepare the conceptual architectural and basic design guided by the following requirements:

- Climate-change adaptive,
- Disaster-resilient,
- Sustainable Energy
- Integrate social and gender safeguards,
- Provision on PWD and Elderly Facilities
- HACCP Compliance

The concept shall include (1) design criteria, site conditions, horizontal and vertical alignments, sizes, composition of the facilities, outline of specifications, etc. on which the detailed design is to be prepared; (2) sequence and method of construction (taking into consideration the interfacing with the operation and/or on-going construction works); and (3) preliminary cost estimates.

#### **4.1 Conceptual/Preliminary Design Stage**

- A. Conduct applicable surveys and investigations which includes, but not limited to the following:

1. Topographic/Hydrographic Survey

- Establish sufficient number of horizontal and vertical controls to be used as basis in determining position and elevation of ground points.
- Take significant random shots of ground elevations within the project area.
- Conduct boundary verification of the project site.
- Control ground survey to locate ground points and significant features of the terrain such as trees, manholes, power poles, roads, trails, creeks, rivers and other structures which may be needed in the preparation of development plan.
- Prepare topographic map with 1.0 meter contour interval at any appropriate scale, showing horizontal and vertical station used, structures and features identified above, recovered monuments and established benchmarks.
- Prepare cross-section survey along waterway, if any, for a maximum of 1 km. at every 20-meter interval, if any. The width of cross section shall be measured from the centerline of waterway and shall be extended 20 meters beyond each bank.
- Conduct hydrographic survey in areas that are submerged in bodies of water to measure the depth and bottom configuration.

2. Soil Test of On-shore/Off-shore Areas (Geotechnical Investigation)

- Conduct soil and material study onshore and offshore in order to verify subsurface soil data.
- Perform field testing, soil sampling and laboratory testing.
- Conduct sub-surface soil investigation.

3. Coastal Study – To understand coastal weathering process, particularly wave action, sediment movement and weather, as to how it can affect the proposed port development.
- B. Establishment of the general size and scope of the project including its location/layout of the proposed site;
  - C. Preparation of the preliminary architectural and engineering design, plans, layouts, outline specifications, perspective drawings and scale model;
  - D. Preparation of preliminary cost estimates, economic and financial analysis for budgetary purposes;
  - E. Preparation of preliminary design reports with specific recommendations, prior to detailed architectural and engineering design.

#### **4.2 Detailed Architectural and Engineering Design Stage**

Based on the review and comments by the PFDA Representative on the conceptual/basic design, the Consultant shall prepare and submit the Final architectural and detailed design, specifications, quantity take-off, detailed cost estimates (approved budget for contract) of the proposed project, construction program including temporary works, construction method and construction schedule.

The Consultant shall provide the services of professional engineers, architects and other technical/support staff who shall perform, among others, the services described hereunder based from the approved preliminary schematic design and outline specifications;

- A. Preparation of detailed design analysis, calculations, plans specifications and cost estimates of work required for the architectural, structural, electrical, plumbing/sanitary, mechanical and other service-connected equipment and facilities;
- B. Preparation of complete sets of all construction drawings, specifications, general conditions and other necessary tender documents for bidding purposes shall be in accordance with the revised IRR of RA 9184;
- C. Secure the required clearances/permits from concerned government and private offices with respect to the construction/implementation of the project;
- D. Assistance in the bidding process and evaluation of bids and;
- E. Other services which may be deemed necessary prior to the construction of the project.

### **4.3 Preparation of Bid Documents**

#### **A. Preparation of Draft Bid Documents**

The Consultant shall prepare and submit Draft Bid Documents which include but not limited to the following, for review and approval of PFDA:

- Eligibility, Technical and Financial Bid Document
- Instruction to Bidders
- Conditions of Contract
- Bid Drawings
- Technical Specifications
- Bill of Quantities

#### **B. Preparation of Final Bid Documents**

The Consultant shall prepare and submit Final Bid Documents for scopes of work containing the duly signed plans, design, drawings and specifications of each respective professional discipline, incorporating the comments of PFDA on the Draft Bid Documents.

### **4.4 Assistance in the Bidding**

The Consultant shall assist the Executing Agency in bidding for the construction contract so as to ensure compliance with the procurement law (RA 9184) and its Implementing Rules and Regulations (IRR). The Consultant shall execute the following tasks:

- A. Provide professional advice to the Bids and Awards Committee (BAC) during Pre-procurement Conference;
- B. Assist the BAC in holding a pre-bid conference(s) and in preparing reply to questionnaires submitted by the bidders;
- C. Assist (or its Technical Working Group) in the evaluation of the eligibility, technical and financial bid/documents submitted by the applicants; and
- D. Assist the BAC (or its Technical Working Groups) in the conduct of Post Qualification process.

### **4.5 Support Services During Construction of the Project**

Provide on-call services during the meeting with the PFDA, bidding process and construction phase of the Project, answer queries/clarifications and provide technical assistance in the modification of the design that may arise during the construction of the project.

### **4.6 Environmental Impact Assessment Study**

The scope of work for the consultancy services shall cover the following principal items:



- A. Preparation of Project Description
- B. Initiate scoping meeting with DENR-NCR/CO in order to establish the range of actions to be undertaken, alternatives and impacts to be examined;
- C. Gather basic information requirements in the preparation of the EIS such as project related information, environmental setting and receiving environment and socio-economic information.
- D. Description of Environmental Effects;
- E. Study of the Critical Environmental Conditions (Physical, Social, Economic and Ecological Environment) that the project/establishment may have impacted on and assessment of the current situation of these environment conditions;
- F. Review of environmental performance of the Project/ Establishment to assess degree of compliance with DENR Standards and regulations to include review of environmental self-monitoring reports if any or, if such is not being carried out, determine the appropriate mechanisms to measure environmental performance;
- G. Identification and assessment of impacts by either any or combination of the following:
  - 1. Applying objective judgment of the magnitude based or qualitative description
  - 2. Quantifying Impacts
  - 3. Attaching economic or economic values on the impacts
- H. Risk Analysis/Assessment focusing on the social, environmental and institutional risks;
- I. Preparation of an Environmental Management/Monitoring Plan(EMP) which will include, among others the following:
  - 1. Environmental Monitoring Plan
  - 2. Social Development Plan
  - 3. Institutional Plan
  - 4. Contingency Plan/Emergency Response Plan
  - 5. Solid Waste Management Plan/Water and Air Quality Management Plan
  - 6. Traffic Management Plan
  - 7. Flood Control and Sewerage Management Plan
  - 8. Climate Change impact
- J. Submission of EPRMP Report, Application for ECC at DENR and the Satisfaction of all Environment Management Bureau's requirements for ECC issuance

- K. Technical Services during EPRMP Review by DENR including attendance and participation in review meetings and preparation of additional information required by the Review Committee
- L. Assistance in the Implementation of the Environmental Management and Monitoring Plan

The EPRMP Report will be divided into sections, as follows:

Executive Summary

Main Report:

1. Project Information
2. Description of the EIA/EPRMP Process
  - a. TOR of Study
  - b. EPRMP Preparation Team
  - c. Study Schedule
  - d. Study Area
  - e. Methodology Employed
  - f. Public Participation, if any
3. Project Description
  - a. Basic Project Background/Information
  - b. Project Rationale
  - c. Project Site/Location and Site Considerations
  - d. Project Components/Phases/Activities
  - e. Materials/Manpower/Utilities Requirements & Costs
  - f. Waste Generation and Existing Treatment/Management Systems
  - g. Comparison of Old and New Projects
4. Baseline Environmental Conditions for Critical Environmental Parameters, Impact Assessment & Mitigation/Enhancement Measures
  - a. Land Environment
  - b. Air/Noise
  - c. Water Environment
  - d. People/Socio-Economic Environment
5. Environmental Performance Based on Previously Implemented EMP
  - a. Mitigation/Enhancement Plan
  - b. Environmental Monitoring Plan
  - c. IEC and Community Assistance Program
  - d. Solid Waste Management Plan
  - e. Traffic Management Plan
  - f. Flood Control and Sewerage Management Plan
  - g. Environmental Risk Management/Emergency Response Program
  - h. Institutional Plan
  - i. Abandonment/Rehabilitation Plan

6. Risk Assessment and Environmental Risk Categorization

7. Environment Management Plan for Additional Project Components/  
Facilities

*Annexes*

*Commitments or Agreements*

*Accountability Statement of Preparers*

*Photo Documentation*

*Project Design Information*

*Environmental Data/Information*

The information contained in the EPRMP will serve as basis for the analysis of the environmental soundness of the RFPPGCR. The contents will likewise serve as the basis for the PFDA to evaluate the consequences of project implementation and will provide a basis for arriving at an informed decision on matters related to environmental clearances and regulatory permitting decisions, most importantly the issuance of an ECC.

M. Preparation of the Final Environmental Impact Assessment Report

Upon completion of the review of the Draft EIA Report by PFDA and DENR-EMB, the Consultant shall finalize the EIA Report taking into consideration the comments made prior to submission to DENR-EMB for final review/approval and subsequent issuance of ECC. The Consultant shall assist the PFDA in the process of securing the ECC for the project.

N. Technical and Liaison Services/Regulatory Support

1. The Consultant shall provide technical and liaison services with DENR-EMB during the conduct of EIA process, specifically during scoping and review, and facilitate the issuance of ECC.
2. The Consultant shall likewise shoulder the cost for the submission of EIA Report to the DENR-EMB as well as the EIA Review Support Fund which include the payment for the filing/application and issuance of the ECC, among others.

***Details of the above processes should be based on the above-mentioned DENR EMB Memorandum Circulars No. 2011-005 and No. 2014-005.***



## V. FIRM AND KEY STAFF

To effectively carry out the tasks for the consulting services, the consultancy firm should have gained experience within the last ten (10) years in the conduct of Detailed Engineering Design and in the preparation of Environmental Impact Assessment (EIA) Study on Ports and Harbors or related projects. Further, the firm must be ISO 9001-2015 certified and should be able to field key professional personnel with adequate educational and technical background, experience and capability in the fields of port planning, engineering, economics, finance and management.

Any changes or replacements of assigned personnel shall be subject to PFDA review and approval.

It is expected that all key personnel, as proposed, should be available for the duration of the study, especially during kick-off meeting, presentation of reports and anytime whenever their presence is essential in the discharge of their duties.

### 5.1 Qualification of Key Staff for DED

- A. **Project Manager/Port Engineer** preferably a Civil Engineer or Architect, with related post-graduate studies and with at least fifteen (15) years of professional experience in planning and development of ports and harbors and other related projects. He shall be responsible for the overall conduct of the design. He shall be assigned full-time from commencement until completion of the project.
- B. **Deputy Project Manager** must be a registered Civil Engineer, preferably with related post-graduate studies and with at least ten (10) years of professional experience in planning and development of ports and harbor and other related projects. He shall be assisting the Project Manager in supervising all the activities of the project.
- C. **Project Coordinator** must be a registered Civil Engineer or Architect with at least 10 years experience as project coordinator. Coordinates the schedule, budget and issues and risks of the project and makes sure that the project is well organized and that it runs smoothly.
- D. **Sr. Civil Engineer** must be a registered Civil Engineer with at least 10 years experience in port planning, design and/or construction supervision/management. He shall be responsible in assisting the Project Manager in supervising all the activities of the Project.
- E. **Sr. Architect** must be a registered Architect with at least ten (10) years experience in architectural design for ports and harbor and other related facilities/projects.
- F. **Port Planner/Navigation Specialist** must be a registered Civil Engineer or Architect (preferably with Master's Degree in Coastal Engineering), practiced at least ten (10) years in profession and attended adequate trainings, with

experience in ports and harbor, and shall have a track record as port planner of at least three (3) government-funded projects.

- G. **Sr. Highway Engineer** must be a registered Civil Engineer (preferably with Master's Degree in Highway Engineering) with at least 10 years experience in highways/road and bridges. Oversee the design and details of highways/roads and bridges/flyover.
- H. **Sr. Structural Engineer** must be a registered Civil Engineer (with Master's Degree in Structural Engineering), practiced at least ten (10) years in profession and attended adequate training, with experience in structural engineering design for ports and harbor, and shall have a track record as a Structural Engineer of at least three (3) government-funded projects.
- I. **Sr. Professional Electrical Engineer** must be a Registered Professional Engineer with at least 10 years experience in planning, engineering design and/or installation supervision of electrical systems for vertical structures as well as power supply/distribution systems and telecommunication systems.
- J. **Sr. Mechanical Engineer** must be a registered Professional Mechanical Engineer with at least ten (10) years of demonstrated experience in planning, engineering design, and/or installation supervision of refrigeration facilities with knowledge in HVAC-R and fire protection and emergent alternative energy efficient HVAC-R technologies.
- K. **Sr. Geodetic Engineer** must be a registered Geodetic Engineer, practiced at least ten (10) years in profession and attended adequate training, with experience in the conduct of surveys for ports and harbor projects, and shall have a track record as GE of at least three (3) government-funded projects.
- L. **Sr. Geotechnical Engineer** must be a registered Civil Engineer with at least 10 years experience in soil testing and analysis.
- M. **Sr. Sanitary Engineer** must be a registered Sanitary engineer with at least 10 years experience in planning, engineering design of water, sewage and waste water treatment systems and other public health services.
- N. **Sr. Electronics and Communications Engineer** must be a registered Electronics and Communications Engineer, practiced at least ten (10) years in profession and attended adequate trainings.
- O. **Sr. Environmental Planner** must be a registered Civil Engineer or Architect (preferably with Master's Degree in Coastal Engineering), practiced at least ten (10) years in profession and attended adequate trainings, with experience in ports and harbor, and shall have a track record as port planner of at least three (3) government-funded projects.
- P. **Sr. Quantity/Cost Engineer** must be a registered Civil Engineer or other engineering degree, preferably with related post-graduate studies, practiced at



least ten (10) years in profession and attended adequate training, with experience in ports and harbor projects.

- Q. **Sr. Document Specialist/Specification Engineer** must be a registered Civil Engineer or Architect, with at least five (5) years of demonstrated experience in preparation of bidding documents for related projects and should have a successful track record as document specialist for at least 10 projects

***Preliminary Design Stage***

<b>KEY STAFF</b>	<b>NO. OF STAFF</b>
<b>PROFESSIONAL STAFF</b>	
Project Manager	1
Deputy Project Manager	1
Project Coordinator	1
Senior Civil Engineer	4
Senior Architect	4
Port Planner/Navigation Specialist	1
Senior Highway Engineer	1
Senior Structural Engineer	5
Senior Prof. Electrical Engineer	4
Senior Mechanical Engineer.	3
Senior Geodetic Engineer	2
Senior Geotechnical Engineer	1
Senior Sanitary Engineer	2
Senior Electronics & Communication Engineer	1
Senior Quantity/Cost Engineer	3
Senior Environmental Planner	1
Senior Document/Specification Specialist	2
<b>SUPPORT ENGINEER</b>	
Architect	10
Structural/Civil Engineer	12
Electrical Engineer	6
Mechanical Engineer	4
Geodetic Engineer	2
Electronics & Communications Engineer	2
Sanitary Engineer	4
Geotechnical Engineer	2
Quantity/Cost Engineer	6
<b>SUPPORT STAFF</b>	
Administrative Officer	4
CADD Operator/Draftsman	12
Data Encoder/Clerk	4
Utility/Messenger	2



**Detailed Architectural and Engineering Design**

<b>KEY STAFF</b>	<b>NO. OF STAFF</b>
<b>PROFESSIONAL STAFF</b>	
Project Manager	1
Deputy Project Manager	1
Project Coordinator	1
Senior Civil Engineer	4
Senior Architect	4
Port Planner/Navigation Specialist	1
Senior Highway Engineer	1
Senior Structural Engineer	5
Senior Prof. Electrical Engineer	4
Senior Mechanical Engineer	3
Senior Geodetic Engineer	2
Senior Geotechnical Engineer	1
Senior Sanitary Engineer	2
Senior Electronics & Communication Engineer	1
Senior Quantity/Cost Engineer	3
Senior Environmental Planner	1
Senior Document/Specification Specialist	2
<b>SUPPORT ENGINEER</b>	
Architect	10
Structural/Civil Engineer	15
Electrical Engineer	6
Mechanical Engineer	4
Geodetic Engineer	2
Electronics & Communications Engineer	2
Sanitary Engineer	5
Geotechnical Engineer	2
Quantity/Cost Engineer	6
<b>SUPPORT STAFF</b>	
Administrative Officer	4
CADD Operator/Draftsman	12
Data Encoder/Clerk	4
Utility/Messenger	2

The other key consultant staff shall be qualified engineers in the field relevant to the position, who have at least 5 years experience in planning and design. All key consultant personnel must have a valid license from the Professional Regulation Commission (PRC).

Likewise, the consultant shall provide technical and administrative staff as may be required. The technical support staff shall be composed of **Support/Junior Engineers** in various disciplines and Draftsmen/CAD Operator to complete the consultancy services.

The PFDA Technical Team shall lead, oversee and supervise the Consultant's day- to-day activities.

## 5.2 Support Services During Construction of the Project

<b>KEY STAFF</b>	<b>NO. OF STAFF</b>
<b>PROFESSIONAL STAFF*</b>	
Project Manager	1
Project Coordinator	1
Senior Architect	1
Senior Civil Engineer	1
Senior Structural Engineer	1
Senior Electrical Engineer	1
Senior Mechanical Engineer	1
Senior Sanitary Engineer	1
Senior Quality Assurance/Quality Control Engineer	1
Senior Cost/Quantity Engineer	1
Senior Electronics & Communications Engineer	1
<b>SUPPORT STAFF</b>	
Administrative Officer	1
CADD Operator/Draftsman	1
Data Encoder/Clerk	1
Utility/Messenger	1

*\*Should have at least 10 years experience in Construction Management and Supervision*

## 5.3 Qualification and Specific Task of Experts for EIA Study

The following are the key experts required and the corresponding major activities which they will undertake, among others:

### **Expert Qualifications**

#### **A. Project Team Leader**

The Project Team Leader must have at least a Bachelor's Degree (preferably Master's Degree) in Environmental Science or its equivalent, with at least 10 years of professional experience in EIA. He/she shall be a registered EIA preparer.

B. Geologist

The Geologist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Geology or equivalent, with at least 5 years of professional experience in geologic investigation. He/she must be a licensed Geologist.

C. Terrestrial Ecologist

The Terrestrial Ecologist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Environmental Science/Forestry/Biology or its equivalent, with at least 5 years of professional experience in flora and fauna studies. He/she must have at least 2 years of professional experience in EIA preparation.

D. Hydrologist/Hydrogeologist

The Hydrologist/Hydrogeologist must have at least a Bachelor's Degree (preferably Master's Degree) in Civil Engineering or its equivalent, with at least 5 years professional experience in the field of water resources assessment. He/she must have at least 2 years professional experience in EIA preparation.

E. Oceanographer

The Oceanographer must have at least a Bachelor's Degree (preferably Master's Degree) in Marine Science/Environmental Science or its equivalent, with at least 5 years of professional experience in the field of oceanography. He/she must have at least 2 years of professional experience in the EIA preparation.

F. Water Quality Specialist

The Water Quality Specialist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Environmental Science/Chemical Engineering or its equivalent, with at least 5 years of professional experience in the field of water quality assessment. He/she must have at least 5 years of professional experience in EIA preparation.

G. Freshwater Ecologist

The Freshwater Ecologist must have at least a Bachelor's Degree (preferably Master's Degree) in Biology or its equivalent, with at least 5 years of professional experience in the field of freshwater biota assessment of benthos, plankton and fish. He/she must have at least 5 years of professional experience in EIA preparation.



H. Marine Ecologist

The Marine Ecologist must have at least a Bachelor's Degree (preferably Master's Degree) in Biology/Marine Science/Environmental Science or its equivalent, with at least 10 years of professional experience in the field of marine biota assessment (mangroves, fishers, benthos, plankton, coral reefs, algae, seaweeds, sea grasses). He/she must have at least 2 years of professional experience in EIA preparation.

I. Air Quality Specialist

The Air Quality Specialist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Environmental Science/Chemical Engineering or its equivalent, with at least 5 years of professional experience in the field of air quality assessment. He/she must have at least 5 years of professional experience in EIA preparation.

J. Sociologist

The Sociologist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Social Science/Development Studies/Environmental Science or its equivalent, with at least 5 years of professional experience in socio-economic assessment, conduct stakeholder's meetings/public consultations and social surveys. He/she must have at least 5 years of professional experience in EIA preparation.

K. Environmental Risk Assessment (ERA) Specialist

The Environmental Risk Assessment Specialist must have at least a Bachelor's Degree (preferably Master's Degree and Registered EIA Preparer) in Environmental Science/Geology or its equivalent, with at least 5 years of professional experience in ERA. He/she must have at least 5 years of professional experience in EIA preparation.

L. Geographic Information System Specialist

The GIS Specialist must have at least a Bachelor's Degree (preferably Master's Degree) in Environmental Science/Forestry or its equivalent, with at least 5 years of professional experience in GIS mapping. He/she must have at least 2 years of professional experience in EIA preparation.

**M. Traffic Impact Specialist**

The Traffic Impact Specialist must have at least a Bachelor's Degree in Civil Engineering or its equivalent course with specialization or experience in traffic impact analysis for at least 5 years. He/she must be equipped with traffic/transport modeling software.

**Specific Tasks**

**A. Project Team Leader**

1. To attend and be present in the scoping session/consultative meeting with the DENR in the needed expertise/field and suggest and establish the range of actions to be undertaken, alternatives and impacts to be examined.
2. To gather primary and secondary data necessary in the preparation of the EIA Study.
3. To identify and assess the different environmental impacts and their degree of significance at various stage of development.
4. To prepare EIA Study and other reports required by DENR/PFDA
5. To assist the PFDA in securing the ECC and compliance to its requirements. To assist the PFDA in securing the RDC - NCR endorsement of the RFPPGCR

**B. Geologist**

1. Undertake review of relevant geologic reports from other agencies (e.i., MGB, PHILVOC, etc.)
2. Conduct the necessary geologic studies to determine the characteristics of the soils, rock materials and substrate that are significant in determining the potential impacts of the project to the geology of the area as well as the impacts of the existing geology to the proposed project;
3. Determine potential geologic hazards of the area of the proposed project. These include but not limited to the following items:
  - Change/inconsistency in land use
  - Encroachment in Environmentally Critical Areas
  - Possible tenurial/land issue
  - Change in land form/topography/terrain/slope
  - Change in sub-surface/underground geomorphology
  - Inducement of subsidence, liquefaction, landslides, mud/debris flow, etc.
  - Soil erosion/loss of topsoil/overburden
4. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to geology;
5. Undertake other task/activities assigned by the Team Leader

C. Terrestrial Ecologist

1. Undertake review of relevant terrestrial flora and fauna reports from other agencies (e.g., BMB, Academe, etc.)
2. Conduct the necessary biodiversity studies as may be required by EMB. These include but are not limited to the following items:
  - Vegetation removal and loss of habitat
  - Threat to existing and/or loss of important local species;
  - Threat to abundance, frequency and distribution of important species; and
  - Hindrance to wildlife access
3. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to terrestrial ecology
4. Undertake other task/activities assigned by the Team Leader

D. Hydrologist/Hydrogeologist

1. Undertake review of relevant hydrologic reports from other agencies;
2. Collect/update and validate hydro-meteorological data within the project area or its hydrological region using latest available record;
3. Undertake the following areas of concern:
  - Change the drainage morphology/inducement of flooding/reduction in stream volumetric flow
  - Change in stream, lake water depth (if applicable)
  - Depletion of water resources/competition in water use.
4. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to hydrology/hydrogeology;
5. Discuss possible impacts of the project on the occurrence of flooding and vice versa by considering extreme weather conditions and the PAGASA 2020 and 2050 climate projections; and
6. Undertake other tasks/activities assigned by the Team Leader.

E. Oceanographer

1. Undertake review of relevant oceanography and bathymetric reports from other agencies;
2. Undertake primary data on oceanography and bathymetry of the project area to describe potential impacts of the proposed project to the following issues/items:
  - Change/disruption in water circulation pattern, littoral current, and coastal erosion and disposition
  - Change in bathymetry
  - Measurement of water currents
  - Analysis of available proximate tides data
  - Hydrodynamic modeling
  - Particle dispersion modeling and map
  - Identification of storm surge hazard, exposure, vulnerability, etc.
  - Preparation of risk maps
  - Impacts of climate change to the project and vice versa



3. Build a hydrodynamic model based on the measured bathymetry and currents and tidal analysis and then validate the model (if deemed required by the EMB)
4. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to hydrology/hydrogeology;
5. Undertake other tasks/activities assigned by the Team Leader.

F. Water Quality Specialist

1. Gather available secondary data on water quality of the project area;
2. Establish water quality sampling stations for marine, stream and groundwater and conduct water quality sampling of significant parameters;
3. Describe the existing condition of the water bodies that will be affected by the proposed project;
4. Identify and assess potential project impacts in terms of:
  - Degradation of groundwater quality
  - Degradation of surface water quality
  - Degradation of coastal/marine water quality
  - Effect of siltation to stream and coastal/marine waters.
5. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to water quality;
6. Undertake other tasks/activities assigned by the Team Leader.

G. Freshwater Ecologist

1. Gather available secondary data on freshwater ecology of the project area;
2. Establish aquatic biota sampling stations along streams and assess the potential impacts of the proposed project in terms of the following:
  - Threat to existence and/or loss of important local species and habitat
  - Threat to abundance, frequency and distribution of freshwater species.
3. Provide summary of endemicity/conservation status of aquatic organisms found;
4. Identify the abundance of ecologically and economically important species (fishes, benthos, planktons) and identify presence of pollution indicator species;
5. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to freshwater ecology;
6. Undertake other tasks/activities assigned by the Team Leader.

H. Marine Ecologist

1. Gather available secondary data on marine ecology of the project area;
2. Establish marine sampling stations and assess the potential impacts of the proposed project in terms of the following:

- Threat to existence and/or loss of important local species and habitat
  - Threat to abundance, frequency and distribution of marine species
3. Conduct marine ecology survey using acceptable protocols and method which may include quadrat, transect, line intercept, spot dive, manta tow, marine resource characterization (e.g. municipal and commercial fisheries data) for baseline gathering;
  4. Provide summary of endemicity/conservation status of aquatic organisms found;
  5. Identify the abundance/densities/distribution of ecologically and economically important species (mangroves, fishes, benthos, planktons, coral reefs, algae, seaweeds, sea grasses) as may be required by EMB;
  6. Identify presence of pollution indicator species;
  7. Conduct fisherfolk survey regarding species of fish caught within the project area;
  8. Conduct study on historical occurrences of red-tide, fish kill or any related event;
  9. Recommend appropriate mitigating measures to minimize/avoid potential impact of the proposed project to marine ecology;
  10. Undertake other tasks/activities assigned by the Team Leader.

#### I. Air Quality Specialist

1. Gather available secondary data on meteorology and climatology of the project area. These may include, but not limited to monthly average rainfall and temperature of the area, climatological normal/extremes, wind rose diagrams and frequency of tropical cyclones;
2. Establish air quality and noise sampling stations and conduct air quality sampling of significant parameters;
3. Identify and assess project impact in terms of change in the local micro-climate change. Also, discuss efforts of climate change using PAGASA medium to long term projections;
4. As may be required by EMB, estimate projected greenhouse gases (GHG) (i.e., carbon dioxide, nitrous oxide) using IPCC (Intergovernmental Panel on Climate Change) guidelines; include mitigation and/or sequestration for both construction and operation phases;
5. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to air quality and noise generation;
6. Undertake other tasks/activities assigned by the Team Leader.



J. Sociologist

1. Gather available secondary data on demography and socio-economic information;
2. Identify and assess project impacts on demography of affected communities. Use assessment in the formulation of Social Development Plan/Information, Education and Communication (IEC) activities;
3. Conduct Focus Group Discussion (FGD), Key Informant Interview (KII) and facilitate Public Consultation/Stakeholders' Meetings;
4. Assess availability of alternative public access and housing options for displaced settlers;
5. Identify and assess project impact due to in-migration patterns including proliferation of informal settlers;
6. Identify and assess project impact in terms of Culture/Lifestyle that may be affected and/or introduced;
7. Identify and assess project impact in terms of threats to delivery of basic services including potential for resource competition in the area including effects of in-migration;
8. Identify and assess specific threats to public health and safety due to project impacts;
9. Identify and assess local benefits of the project in terms of enhancement of employment and livelihood opportunities, increase business opportunities and associated economic activities and revenue generation;
10. Identify and assess project impact on the traffic situation in the area including congestion based on existing capacity of road system;
11. Recommend appropriate mitigating measures to minimize/avoid potential impacts of the proposed project to the community;
12. Undertake other tasks/activities assigned by the Team Leader.

K. Environmental Risk Assessment (ERA) Specialist

1. Identify conditions, events and circumstances which could be significant in bringing about identified safety risks;
2. Describe and assess possible accident scenarios;
3. Assess whether the project location is projected to have extreme climate events for 2020 and/or 2050 that could contribute to the triggering identified scenarios;
4. Describe potential hazards, both immediate (acute effects) and delayed (chronic effects) for man and the environment posed by the release of toxic substances, as applicable;
5. Recommend appropriate measures to minimize/avoid both safety and physical risks brought about by the proposed project and other hazards.



L. Geographic Information System (GIS) Specialist

1. Collect available secondary data/maps (e.g., GIS data) from government offices/agencies, academe and PFDA;
2. Prepare all necessary maps and provide GIS-based information for the conduct of all environmental and social studies required in the EIA;
3. Conduct ground-truthing of collected data and perform the necessary updating and adjustments of GIS-based information;
4. Undertake other tasks/activities assigned by the Team Leader.

M. Traffic Impact Specialist

1. Collect, review and update existing available traffic data from government offices/agencies, academe and other related studies and plans which has relevance to the project.
2. Conduct a network of traffic analysis and simulation covering the corridors and intersections (land and sea) relevant to the project area;
3. Additional traffic surveys as required shall be conducted or available traffic data shall be updated if these are not covered in the previous studies;
4. Establish traffic projections based on demographic characteristics, regional production by sector, regional economic development forecasts and local resource base;
5. Conduct traffic impact analysis; and
6. Recommend appropriate measures to minimize/avoid impacts of the proposed project to existing traffic condition.

***EIA Study Preparation***

<i>KEY STAFF</i>	<i>NO. OF STAFF</i>
<b>PROFESSIONAL STAFF</b>	
Project Team Leader	1
Geologist	1
Terrestrial Ecologist	1
Hydrologist/Hydrogeologist	1
Oceanographer	1
Water Quality Specialist	1
Freshwater Ecologist	1
Marine Ecologist	1
Air Quality Specialist	1
Sociologist	1
Environmental Risk Assessment Specialist	1
Geographic Information System Specialist	1
Traffic Impact Specialist	1
<b>SUPPORT STAFF</b>	
Administrative Officer	2
Environmental Assistant	2
Data Encoder/Clerk	2
Utility/Messenger	1

## **VI. TERMS OF THE CONSULTING SERVICES**

### **A. Commencement of the Services**

The Consultant shall commence the Services within seven (7) days after the receipt of Notice to Proceed issued and sent by the Procuring Entity to the Consultant.

### **B. Period of the Consultancy Services**

1. The preparation of Detailed Engineering Design (DED) shall be done in a total of ten (10) months, two (2) months for the preparation of preliminary/conceptual design stage and eight (8) months for the architectural and detailed engineering design stage.

The preparation of Environmental Impact Assessment (EIA) Study shall be done in six (6) months including the issuance of ECC from the DENR-EMB.

2. Consultancy Services during the construction period shall be until the completion and final acceptance of the project.

### **C. Assistance in Bidding**

The Consultant shall assist the PFDA Bids and Awards Committee (BAC) in bidding for the construction contract so as to ensure compliance with the procurement law (R.A. 9184) and its Implementing Rules and Regulations (IRR). The Consultant shall execute the following tasks:

1. Provide professional advice to the Bids and Awards Committee (BAC) during Pre-procurement Conference;
2. Assist the BAC in holding Pre-bid Conference/s and in preparing reply to questionnaires submitted by the bidders;
3. Assist (or its Technical Working Group) in the evaluation of the eligibility, technical and financial bid/documents submitted by the applicants; and
4. Assist the BAC (or its Technical Working Group) in the conduct of Post-Qualification process.

## **VII. SUBMISSION OF REPORTS**

Submit officially the architectural and engineering design, plans, estimates, bid documents and other reports in compliance with the terms and conditions of the contract to be entered into by the PFDA and the Consultant, with due regard to timeliness of submissions and completeness in form and substance. If found incomplete in form and substance, it shall not be accepted and is considered as non-submission, thus if it incurs delay, a corresponding penalty shall be imposed.

## **7.1 Detailed Engineering Design**

### **A. Draft Preliminary Design Report**

Five (5) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted within 45 calendar days from NTP.

### **B. Final Preliminary Design Report**

Seven (7) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted within fifteen (15) calendar days after completion of review of the Draft Preliminary Design Report, incorporating comments and agreements reached based on the review by PFDA on submitted draft.

### **C. Draft Detailed Design Report**

Five (5) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted within 30 calendar days after approval of Final Preliminary Design Report.

### **D. Final Detailed Design Report**

Seven (7) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted within 20 calendar days after completion of review of the Draft Detailed Design Report, incorporating comments and agreements reached based on the review by PFDA on submitted draft.

### **E. Draft Bid Documents**

Five (5) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted after 30 calendar days after approval of the Final Detailed Design Report.

### **F. Final Bid Documents**

Seven (7) hard copies and two (2) electronic copies (traceable format, if applicable) to be submitted within 20 calendar days after completion of review of the Draft Bid Documents, incorporating comments and agreements reached based on the review by PFDA on submitted draft.

### **G. Assistance in Bidding**

1. Evaluation Report: 5 copies within seven (7) calendar days after the opening of the Technical and Financial Bid Proposal
2. Post Qualification Report: 5 copies within seven (7) calendar days upon confirmation/ approval by the BAC of the Lowest Calculated Bid
3. Bid Evaluation Report: 5 copies within three (3) calendar days after completing post qualification process.



## 7.2 Environmental Impact Assessment (EIA) Study

### A. Inception Report

Five (5) hard copies and two (2) electronic copies to be submitted within 60 calendar days from NTP, which should contain, but not limited to, background information, study approach and methodology, project organization and work plan.

### B. Progress Report

Five (5) hard copies and two (2) electronic copies to be submitted within 120 calendar days from NTP, which should contain the result of scoping activities and baseline characterization of critical components of the project area, impact identification and prediction, impact mitigation, formulation of Environmental Management and Monitoring Plan with corresponding cost estimates and institutional support commitment, among others.

### C. Draft EIA Report

Seven (7) hard copies and two (2) electronic copies to be submitted within 150 calendar days from receipt of the NTP.

The Consultant shall prepare and submit the Draft Environmental Impact Assessment Report in accordance with the guidelines of the DENR-EMB for review of the PFDA prior to submission to DENR-EMB for its screening and review. It shall include, but not limited to the following:

- EIS Executive Summary
- Project Description
- Matrix of the scoping, agreement identifying critical issues and concerns, as validated by the EMB
- Baseline environmental conditions focusing on the sectors (land resources) most significantly affected by the proposed action
- Impact Assessment focused on significant environmental impacts (in relation to project construction/commissioning, operation and decommissioning), taking into account cumulative impacts
- Incorporate Disaster Risk Reduction (DRR) and Climate Change Adaptation (CCA) in the preparation of EIA
- Legal Assessment on conversion of (agricultural/commercial, etc.) land;
- Land Acquisition and Resettlement Plan Framework (LARPF)
- Socio-political and Economic Component (socio-economic conditions at the primary and secondary impact areas and how the proposed project, and in the face of opposition, recommend measures how this could be resolved amicably), that includes collation and evaluation of secondary socio-economic data, perception survey, and Focused Group Discussion (FGD) and Key Information Interviews (KII)

- Environmental Risk Assessment, if determined by EMB as necessary during scoping
- Environmental Management Program/Plan, among others.

**D. Final EIA Report**

Ten (10) hard copies and two (2) electronic copies to be submitted within 165 calendar days after completion of review of the DENR-EMB and finalization of EIA Report, incorporating comments and agreements on submitted draft EIA Report.

- E.** The application and issuance of the ECC by the DENR-EMB is expected 30 calendar days upon completion and submission of the Final EIA Report.

## **VIII. PAYMENT SCHEDULE**

The payment of the Consultant's fee shall be made as follows:

**A. Detailed Engineering Design**

Advance payment of fifteen percent (15%) of the contract amount to cover the cost of mobilization upon submission to and acceptance by the PFDA of and irrevocable standby letter of credit of equivalent value from a reputable commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by PFDA. The advance payment shall be repaid by the Consultant by deducting from milestone payments such sum as agreed upon during the contract negotiations until fully repaid within the duration of the Contract.

The Consultant will be paid based on accomplishments and upon presentation of the following documents:


1. Accomplishment Report
2. Certificate of Acceptance
3. Billing/Claim of Payment
4. Attendance Sheet certified by the Project Manager
5. Receipts for reimbursable items

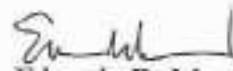
All payments will be subject to the usual government accounting and auditing rules and regulations. The Consultant is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).

**IX. FACILITIES/DOCUMENTS TO BE PROVIDED BY THE PFDA**

The PFDA shall allow the Consultant access to its relevant offices and departments and full cooperation in the discussion and collection of data and information related to the Services.

Prepared by:

  
Darby M. Macabata  
Engineer III

  
Eduardo D. Manalo  
Engineer IV

Submitted by:

  
Jose Ephraim M. Fernandez  
OIC, PPED

  
Eric M. Sims  
OIC, Asst. Port Manager, NFPC

Recommending Approval

  
Danilo A. Axalan  
OIC, Technical Services Dept.

  
Miguel B. Lamberte, Jr.  
Port Manager, NFPC

Approved.  
  
ATTY. GLEN AMPANG PALAN  
General Manager



***SECTION VII***  
***BIDDING FORMS/DRAFT CONTRACT***

## ELIGIBILITY DOCUMENTS SUBMISSION FORM

---

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

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

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

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

Yours sincerely,

Signature

Name and Title of Authorized Signatory

Name of Consultant

Address

## TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

---

*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

We remain,

Yours sincerely,

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



## TPF 2. CONSULTANT'S REFERENCES

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

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

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

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

**TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF  
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY  
THE PROCURING ENTITY**

---

On the Terms of Reference:

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

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

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

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

---



**TPF 5. TEAM COMPOSITION AND TASK**

<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, the Procuring Entity, the Funding Source and other parties or stakeholders.

--

## TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

### Key Qualifications:

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

### Education:

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

### Employment Record:

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

**Languages:**

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

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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			
Full-time: Reports Due: Activities Duration: Location																Subtotal (1)	
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

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	

## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

---

*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

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

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

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

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

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

We remain,

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



**FPF 2. SUMMARY OF COSTS**

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

<sup>1</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>2</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

<sup>2</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>3</sup>	Remuneration Currency(ies) Rate
Regular staff			
Local staff			
Consultants			
Grand Total			_____

---

<sup>3</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>4</sup>				
5.	Office rent/accommodation/ clerical assistance				
	<b>Grand Total</b>				

<sup>4</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				_____

## OMNIBUS SWORN STATEMENT

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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



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

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Bidder's Representative/Authorized Signatory]

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
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 \_\_\_\_.

## FORM OF CONTRACT AGREEMENT

---

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

---

Binding Signature of Consultant

---

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