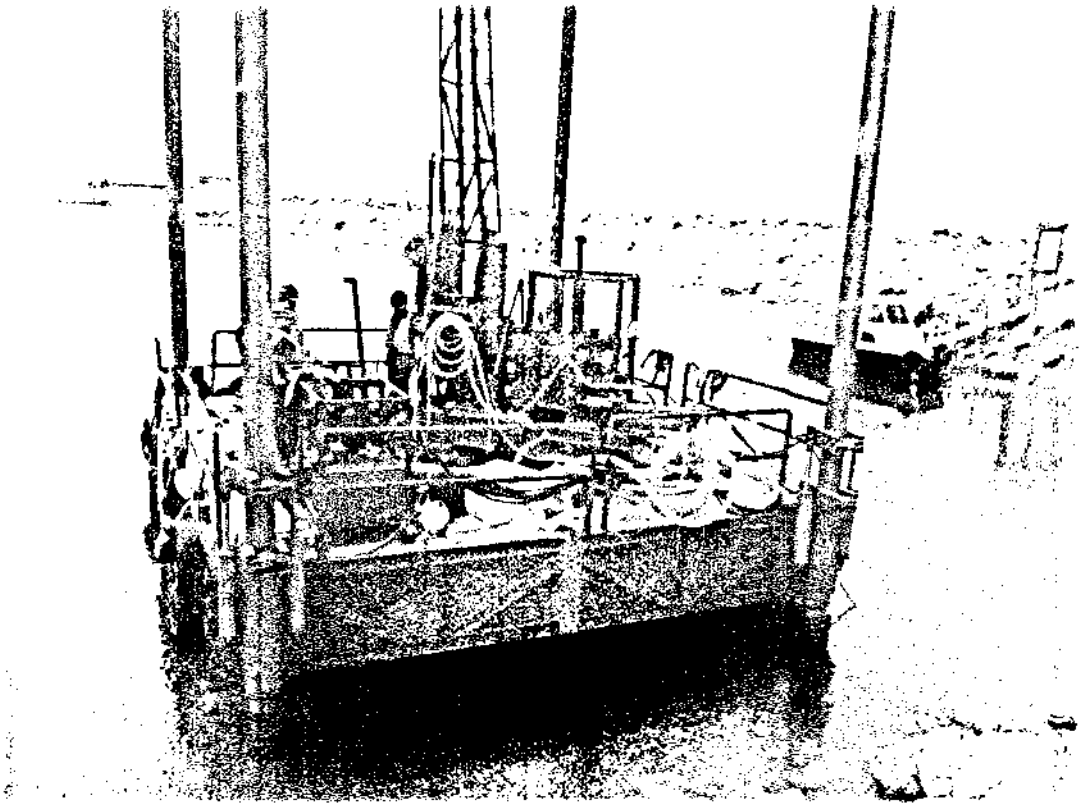
BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

CONSULTANCY SERVICES FOR THE TECHNICAL SERVICES FOR THE CONDUCT OF SOIL INVESTIGATION AT SELECTED PORTS (PACKAGE 14)



BID DOCUMENTS

HO-CON-PPDD-26-0002

TABLE OF CONTENTS

PAGES

GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS

DEFINITION OF TERMS

SECTION I – REQUEST FOR EXPRESSION OF INTEREST

SECTION II – INSTRUCTION TO BIDDERS

1. Scope of Bid ITB-1
2. Source of Funds ITB-1
3. Requirements Prior to Bidding ITB-1
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices ITB-1
5. Conflict of Interest ITB-3
6. Eligible Bidders ITB-5
7. Bidders Responsibilities ITB-6
8. Origin of Associated Goods ITB-8
9. Pre-Bid Conference ITB-8
10. Clarifications and Amendments to Bidding Documents ITB-8
11. Language of Bids ITB-9
12. Documents Comprising the Bid: Technical Proposal ITB-9
13. Documents Comprising the Bid: Financial Proposal ITB-12
14. Bid Currencies ITB-12
15. Bid Validity ITB-13
16. Bid Security ITB-13
17. Format and Signing of Bids ITB-15
18. Sealing and Marking of Bids ITB-15
19. Deadline for Submission of Bids ITB-16
20. Late Bids ITB-16
21. Modification and Withdrawal of Bids ITB-16
22. Opening and Preliminary Examination of Bids ITB-17
23. Process to be Confidential ITB-18
24. Clarification of Bids ITB-18
25. Bid Evaluation ITB-18
26. Evaluation of Technical Proposal ITB-19
27. Opening and Evaluation of Financial Proposals ITB-20

28. Negotiations ITB-20
29. Post-Qualification ITB-21
30. Reservation Clause ITB-23
31. Contract Award ITB-23
32. Signing of the Contract ITB-24
33. Performance Security ITB-25
34. Notice to Proceed ITB-26
35. Protest Mechanism ITB-26

SECTION III – BID DATA SHEET

Bid Data Sheet BDS-1-5

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. General Terms GCC-1
2. Headings GCC-1
3. Location GCC-1
4. Law Governing Contract and Services GCC-1
5. Governing Law and Language GCC-1
6. Consultants and Affiliates Not to Engage in Certain Activities GCC-1
7. Authority of Member in Charge GCC-2
8. Resident Project Manager GCC-2
9. Entire Agreement GCC-2
10. Modification GCC-2
11. Relationship of Parties GCC-2
12. Authorized Representatives GCC-3
13. Good Faith GCC-3
14. Operation of the Contract GCC-3
15. Notices GCC-3
16. Warranty as to Eligibility GCC-3
17. Confidentiality GCC-4
18. Payment GCC-4
19. Currency of Payment GCC-4
20. Liability of the Consultant GCC-4
21. Insurance to be Taken Out by the Consultant GCC-4
22. Effectivity to the Contract GCC-4
23. Commencement of Services GCC-4

24. Expiration of Contract GCC-5
25. Force Majeure GCC-5
26. Contract Amendment GCC-6
27. Suspension GCC-6
28. Extension or Adjustment of Contract Time GCC-7
29. Liquidated Damages GCC-7
30. Termination by the Procuring Entity GCC-7
31. Termination by the Consultant GCC-8
32. Procedures for Termination of Contracts GCC-9
33. Cessation of Services GCC-10
34. Payment upon Termination GCC-10
35. Disputes about Events of Termination GCC-11
36. Cessation of Rights and Obligations GCC-11
37. Settlement of Disputes GCC-11
38. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity GCC-11
39. Equipment and Materials Furnished by the Procuring Entity GCC-12
40. Services, Facilities and Property of the Procuring Entity GCC-12
41. Consultant's Actions Requiring Procuring Entity's Prior Approval GCC-12
42. Personnel GCC-13
43. Working Hours, Overtime, Leave, etc. GCC-14
44. Counterpart Personnel GCC-14
45. Performance Security GCC-15
46. Standard Performance GCC-15
47. Consultant Not to Benefit from Commissions, Discounts, etc. GCC-16
48. Procurement by the Consultant GCC-16
49. Reports GCC-16
50. Assistance by the Procuring Entity on Government Requirements GCC-16
51. Access to Land GCC-17
52. Accounting, Inspection, and Auditing GCC-17
53. Contract Cost GCC-18
54. Remuneration and Reimbursable Expenditures GCC-18
55. Final Payment GCC-19
56. Lump Sum Contracts GCC-19
57. Liquidated Damages for Delay GCC-20

SECTION V – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract SCC-1-4

SECTION VI – TERMS OF REFERENCE

Terms of Reference 1-13

SECTION VII – PHILIPPINE BIDDING DOCUMENT RELATED FORMS

1. Technical Proposal Submission Form TPF-1
2. Consultant's References TPF-2
3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities TPF-3
4. Description of the Methodology and Work Plan for Performing the Project TPF-4
5. Team Composition and Task TPF-5
6. Format of Curriculum Vitae (CV) for Proposed Professional Staff TPF-6
7. Time Schedule for Professional Personnel TPF-7
8. Activity (Work) Schedule TPF-8
9. Omnibus Swom Statement
10. Bid Securing Declaration Form
11. Financial Proposal Submission Form FPF-1
12. Summary of Costs FPF-2
13. Breakdown of Price per Activity FPF-3
14. Breakdown of Remuneration per Activity FPF-4
15. Reimbursables per Activity FPF-5
16. Miscellaneous Expenses FPF-6
17. Contract Form

SECTION VIII – APPENDICES

1. Description of Services AP-1
2. Reporting Requirements AP-1
3. Key Personnel AP-1
4. Breakdown of Contract Price AP-1
5. Services and Facilities Provided by the Client AP-1
6. Consultant's Representations Regarding Costs and Charges AP-1
7. Breakdown of Agreed Fixed Rates AP-5

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

DOLE – Department of Labor and Employment.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

HRRB – Highest Rated Responsive Bid.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

LGUs – Local Government Units.

LoC – Letter of Credit.

MYCA – Multi-Year Contracting Authority.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procuring Entity - the organization purchasing Consulting Services, as named in the SCC.

RA No. – Republic Act Number.

SCC - Special Conditions of Contract.

SEC – Securities and Exchange Commission.

UN – United Nations.

WB – World Bank.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e]).

Consultant - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in providing Consulting Services.

Consulting Services – refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government 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. (IRR of RA No. 12009, Section 5[i])

Contract – refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Sections 16.1 and 16.2).

Foreign-funded Procurement or Foreign-Assisted Project– refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. (IRR of RA No. 12009, Section 5[n])

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as "civil works" or "works;" (IRR of RA No. 12009, Section 5[r])

Online submission – pertains to the submission of the short-listing documents and bids for Consulting Services through electronic means or through the e-bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, consultant, or service provider.

Verified Report – refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Section I. Request for Expression of Interest

BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

REQUEST FOR EXPRESSION OF INTEREST

FOR THE CONSULTANCY SERVICES FOR THE TECHNICAL SERVICES FOR THE CONDUCT OF SOIL INVESTIGATION AT SELECTED PORTS (PACKAGE 14)

The Philippine Ports Authority, through the Corporate Budget for CY 2026, intends to apply the sum of **P34,140,154.82** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Consultancy Services for the Technical Services for the Conduct of Soil Investigation at Selected Ports (Package 14) (HO-CON-PPDD-26-0002).** Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

The Philippine Ports Authority now calls for the submission of Short-Listing Documents for the conduct of soil investigation to obtain the needed information for foundation design analysis and evaluation of alternative types of structures, for the following selected ports:

Port	Proposed Project
Luzon	
1. Blk. 174, Railroad Drive, South Harbor, Manila	Construction of Multi-level Parking with Commercial Spaces
2. Blk. 103, Bonifacio Drive, South Harbor, Manila	Construction of Multi-level Parking with Commercial Spaces
3. North Bank, TMO Pasig, Manila	Upgrading of North Bank Wharf/ Berthing Area
4. Luneta (Rizal Park Complex), Manila	Luneta Ferry Terminal
5. Aseana Avenue, Parañaque City	Manila International Cruise Terminal
6. Real, Quezon	Port Improvement Project
7. San Jose (New Port), Occ. Mindoro	Port Rehabilitation and Improvement Project
8. Pambuhan, Mercedes, Cam. Norte	Construction of Offshore Wind (OSW) Port (Phase 2)
9. Anilao, Mabini, Batangas	Port Construction/Expansion Project
10. Ambulong, Magdiwang, Romblon	Port Improvement Project
11. Codon, Catanduanes	Port Expansion Project
12. Legazpi, Albay	Development of Legazpi City Cruise Terminal with Expansion of Lightcraft Facilities, Package 1
13. Lucena, Quezon	Port Improvement Project

Visayas

1. Danao, Escalante City, Negros Occ.	Port Expansion Project
2. Caticlan, Malay, Aklan	Construction of Sheltered Port At the Reclaimed Area
3. Canawayon, Homonhon Island, Guiuan, Eastern Samar	Port Development Project
4. Siquijor, Siquijor	Port Restoration Project
5. Saint Bernard, Southern Leyte	Port Improvement Project

Mindanao

1. Plaridel, Misamis Occidental	Port Improvement Project Phase 2
2. Balbagon, Mambajao, Camiguin	Port Improvement Project
3. Aras-Asan, Cagwait, Surigao del Sur	Construction of Passenger Terminal Building and Transit Shed

The PPA may order additions or deletions from this package.

Short-listing documents of interested consultants must be duly received by the Bids and Awards Committee (BAC) Secretariat on or before **16 September 2026 at 2:00 p.m.**, at the BAC Office, 5th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

Interested bidders may obtain further information from the Philippine Ports Authority BAC and inspect the Bidding Documents at the address given below from 7:00 a.m. to 6:00 p.m., Monday to Thursday.

A complete set of Bidding Documents may be acquired by interested Bidders on **08 September 2026** from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand (P25,000.00) Pesos**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the short-listing documents, and have been determined as eligible in accordance with the provisions of Republic Act (RA) No. 12009, otherwise known as the "New Government Procurement Act," and its Implementing Rules and Regulations (IRR). The short list shall consist of not more than **FIVE (5)** prospective bidders who will be entitled to submit bids manually. The criteria and rating system for short listing are:

a) Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firms or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants (50%).

b) Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking (30%); and

c) Current workload relative to capacity (20%).the Financial Proposal is 20%.

Bidding will be conducted through competitive selection using non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of RA 12009. 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.

The Philippine Ports Authority shall evaluate bids to determine the Highest Rated bid using the Quality-Cost Based Evaluation (QCBE) procedure. The weight to be allocated for the Technical Proposal is 85% (with a minimum qualifying mark of 70%) and 15% for the Financial Proposal. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

Short-Listing Documents must be received by the Philippine Ports Authority's BAC at the address indicated in the Request for Expression of Interest on or before the date and time indicated in the Short-Listing Data Sheet (SDS).

The contract shall be completed within **Eight (8) months** from the receipt of the winning bidder of the Notice to Proceed (NTP).

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.

The certification as to the current workload relative to capacity shall be made in accordance with the Instructions to Bidders in relation to TPF 5 therein.

The Philippine Ports Authority reserves the right to reject any and all bids, declared a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 RA No. 12009 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 527-47-35
527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

September 7, 2026.

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards Committee for the Procurement of Engineering Projects (HO-BAC-EP/CON)

- **Cost of Short-Listing Documents: P 1,000.00**

Section II. Instructions to Bidders

A. General

1) Scope of Bid

1.1 The Procuring Entity named in the 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. The identification number shall be specified in the BDS.

1.2 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.

1.3 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.

2) Source of Funds

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.

3) Requirements Prior to Bidding

3.1 Consultants must familiarize themselves with the 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 9. 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.

3.2 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 4.1.

4) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

4.1 Unless otherwise specified in the BDS, 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 following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors 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 government, 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 RA No. 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

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede 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

b) 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Consultant recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

4.2 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 4.1(a).

4.3 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 52.

5) Conflict of Interest

5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (i) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other bidder;

c) A Bidder has the same legally authorized representative as that of another bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the bid of another bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid;

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

g) If a Bidder combines the function of consulting with those of contracting and/or supply of equipment for the same Project;

h) If a Bidder 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 Bidder includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder 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 Bidder selected to undertake the Project shall contain an appropriate provision to such effect; or

i) If there is a conflict among consulting projects, the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder shall not be recruited for the relevant project. The duties of the Bidder depend

on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Bidder cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Bidder. Examples of the situations mentioned are when a Bidder 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 Bidder assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Bidder hired to prepare the Terms of Reference (TOR) for a project shall not be recruited for the project in question.

5.2 All Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the Head of the Procuring Entity (HoPE), Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit, or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), BAC Secretariat, and the project consultants.[1]

5.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager, or chief executive officer;

d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

---

[1] Section 81.1 of the IRR.

5.4 Subject to the provisions of ITB Clause 5, any previous or ongoing participation by the Bidder, 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. The Bidder should clarify their situation in that respect with the Procuring Entity before preparing its bid.

5.5 Bidders 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 laws, rules, and regulations, such as those of the Civil Service Commission.

5.6 Fairness and transparency in the selection process require that all Bidders have an equal opportunity to compete, and that no Bidder derives an unfair advantage from having previously provided consulting services related to the Project. To uphold fairness, the Procuring Entity shall ensure that all information which could provide a competitive advantage is disclosed equally to all short-listed Consultants, together with the Bidding Documents.

6) Eligible Bidders

6.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Consulting Services, the following persons shall be eligible to participate in this bidding:

a) Duly licensed Filipino citizens or 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

e) Persons entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, That Filipino ownership or interest of the JV concerned 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 Joint Venture Agreement (JVA); Provided further, That the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

6.2 Foreign Bidders may be eligible to participate if local consultants do not have sufficient expertise, capability, and capacity to render the services required under the project, as determined by the HoPE, in accordance with Section 52.4.3.3 of the IRR.

6.3 GOCCs may be eligible to participate if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

7) Bidder's Responsibilities

7.1 The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in **Section VII.** PBD Related Forms as required in **ITB** Clause 12.2(e).

7.2 Before submitting their bids, the Consultants are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts, and regulations of the Philippines which may affect this Project in any way.

7.3 The Consultant undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for this Project, if any;

d) Complied with the responsibility to inquire or secure Supplemental Bid Bulletin(s) as provided under ITB Clause 9.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or local government units (LGUs), including foreign government, or foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured 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) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured 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, to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Sections 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Consultant undertook the responsibility 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, the Consultant 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 RA No. 12009 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 (OSHS) to correct deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the 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;

k) Ensured 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;

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (a) the location and the nature of this Project; (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 this Project; and

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, is correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

7.4 Further, the Consultant shall bear all costs associated with the preparation and submission of its 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.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

7.5 Furthermore, the Consultant should be aware that the Procuring Entity will 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.

8) 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.

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the BDS, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Consultant's questions on the technical and financial components of this Project.

9.2 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 short-listed Consultants.

9.3 Consultants are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Consultant will in no way prejudice its bid, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded and the corresponding minutes 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.

9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarifications and Amendments to Bidding Documents

10.1 Short-listed Consultants may request for clarification on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or through the electronic mail indicated in the BDS or through the electronic bidding facility in the modernized PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall 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.

10.3 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.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those 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 accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) 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. The Consultant shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Consultant's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical Proposal

12.1 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 Bidder.

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.

12.2 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. PBD Related Forms (TPF 1).

b) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR.

c) Bid security as prescribed in ITB Clause 16, and validity period under ITB Clause 15.

d) Information indicated in the paragraphs below must be provided by the Consultant and each partner, 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, if any, on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate among other things, 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 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 improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality or effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that the work required to implement any such improvements is 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 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 its 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:

1. is proposed for a domestic position but is not a Filipino citizen;
2. failed to state nationality on the CV; or
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.

e) Omnibus Sworn statement[2] and using the form prescribed in Section VII. Philippine Bidding Document .

[2] Section 54.3 of the IRR.

13) Documents Comprising the Bid: Financial Proposal

13.1 All information provided in the Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted manually or through online submission using the format shown in the Financial Proposal Forms.

13.2 The Financial Proposal requires the 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. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of Consulting Services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

13.3 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.

13.4 The list of experts and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.

13.5 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.

13.6 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, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

13.7 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 ABC, shall not be considered.

14) Bid Currencies

14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies, which shall be tradeable or acceptable by the *Bangko Sentral ng Pilipinas* (BSP), shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.[3]

14.2 If so allowed in accordance with ITB Clause 14.1, 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 Peso at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

---

[3] RA No. 8183, An Act to Assure Uniform Value to Philippine Coin and Currency.

14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

15.1 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.

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. The bid security described in **ITB** Clause 16 should also be extended corresponding to the extension of the bid validity period at the least. Consultants, however, shall have the right to refuse to grant such extension without forfeiting their bid security. A Consultant granting the request shall not be required or permitted to modify its bid.

16) Bid Security

16.1 The Consultant, at its option, shall submit a bid security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)
b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, 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.*	Five Percent (5%)
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.	Five Percent (5%)
d) Bid Securing Declaration	Percentage not applicable

The bid security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the Consultant is required to extend its bid validity for grounds as provided in the IRR, the Consultant may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement for its bid security; Provided, That the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the bid security of the successful Consultant will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 16.2.

16.5 The bid security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:

a) if the 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 13.7;

iii) Has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 28.2;

iv) Submits eligibility requirements containing false information or falsified documents;

v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;

vi) Allows the use of one's name, or uses the name of another for purposes of participating in any procurement activity;

vii) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses 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) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor;

xi) Commits other acts that tend to defeat the purpose of the Competitive Bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching, and Limited Source Bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year, except for valid reasons; or

b) if the winning Consultant:

i) Fails to sign the contract in accordance with ITB Clause 32;

ii) Fails to furnish performance security in accordance with ITB Clause 33; or

iii) Any other reason stated in the BDS.

17) Format and Signing of Bids

17.1 Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. PBD Related Forms on or before the deadline specified in the ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical proposal, including the eligibility requirements, and the second shall contain the financial proposal.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted.

17.3 Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section VII 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.

17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

18) Sealing and Marking of Bids

18.1 Consultants shall enclose their technical proposal, described in ITB Clause 12, in a sealed envelope marked "TECHNICAL PROPOSAL", and the financial proposal in another sealed envelope marked "FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "BID".

18.2 The bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Consultant or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Consultant in capital letters;

c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 18;

d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked as required in the Bidding Documents, the same shall be accepted; Provided, That the Consultant or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Request for Expression of Interest or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Consultant's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Consultants may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, and marked as a "modification" thereof, 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.

b) For online submission of bids, the Consultants shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification, modify their bid, they shall not be allowed to retrieve their original bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Consultants may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Consultants may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Consultants that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration 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 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

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

E. Evaluation and Comparison of Bids

22) Opening and Preliminary Examination of Bids

22.1 Only bids from short-listed Consultants shall be opened and considered for award of contract. These short-listed Consultants, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted short-listed documents remains correct as of the date of bid submission.

22.2 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, 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 submitted bids and reschedule the opening of bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

22.3 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 Consultant waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the Consultant immediately.

22.4 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Consultants, 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.

22.5 The Consultants or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

23) Process to be Confidential

23.1 The members of the BAC, its staff and personnel, the BAC Secretariat, and the TWG, as well as the Observers, are prohibited from making or accepting any communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of short-listed Consultants, unless otherwise allowed in the BDS or in the case of ITB Clause 23.

23.2 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 bid.

24) Clarification of Bids

From submission and receipt of bids until the approval by the HoPE of the ranking of short-listed bidders, those that have submitted their bids are prohibited from making any communication with any BAC member, including its staff and personnel, as well as its Secretariat and TWG, regarding matters connected to their bids. However, the BAC, through its Secretariat, may ask the Consultant in writing for clarification of its bid. All responses to requests for clarification shall be in writing.

25) Bid Evaluation

25.1 For the evaluation of bids, numerical ratings shall be used to determine the Highest Rated Bid (HRB). 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.

25.2 For complex or unique undertakings, such as those involving new concepts or 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.

25.3 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 proposals. The bid with the highest rank shall be identified as the HRB. 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.

25.4 All participating short-listed Consultants shall be furnished with the results of the evaluation, which shall reflect the ranking and total scores only, after the approval of 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.

26) Evaluation of Technical Proposal

26.1 The BAC shall then conduct a detailed evaluation of technical proposal 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.

26.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under ITB Clause 12 and responsiveness to the TOR using the following criteria:

a) Quality of personnel to be assigned to the Project, which covers the suitability of key staff to perform the duties of the particular assignments, 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 or impending projects and attention to be given by the Consultant. The experience 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 of approach, and the quality of interpretation of project problems, risks, and suggested solutions.

26.3 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.

26.4 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 19);

b) failure to submit any of the technical requirements provided under this ITB and TOR;

c) the Consultant that submitted a bid or the Consultant that submitted a bid or any of its partners belongs to one of the conflict of interest cases as

described in ITB Clauses 5.1(a) to (i) 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.

27) Opening and Evaluation of Financial Proposals

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

27.2 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.

28) Negotiations

28.1 Negotiations with the Consultant that submitted the HRB shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.

28.2 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) Provision of the contract.

Except for meritorious reasons, negotiations with the Consultant shall be completed within ten (10) calendar days.

28.3 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. There should be no replacement of key personnel before the awarding of contract, except for any delay caused by the Procuring Entity, or for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation; Provided, that it is duly supported by relevant certificates. The BAC shall immediately consider negotiation with the next-ranked consultant if an unjustifiable replacement of personnel by the first ranked firm is made. Once the contract has awarded, no replacement shall be allowed by the HoPE 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.

28.4 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 made to maximizing the value offered by the Consultant within the available budget and to clearly defining the input required by the Procuring Entity to ensure satisfactory implementation of the Project.

28.5 The amount indicated in the financial proposal shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the financial proposal and the ABC as stated in the Bidding Documents" for quality-based evaluation procedure.

28.6 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 affix their initials in 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.

29) Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the HRB complies with and is responsive to all the requirements and conditions specified in the Short-listing Documents and **ITB** Clauses 12 and 13. The Consultant, within five (5) calendar days from receipt of notice from the BAC that it submitted the HRB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the BDS.

29.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Consultant for award; Provided, that 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.

29.3 During post-qualification, the BAC shall verify and validate the veracity, authenticity, and validity of all the eligibility documents supporting the PhilGEPS Certificate of Registration (Platinum Membership), and all the other statements made, and documents submitted by the Consultant with the HRB, using non-discretionary criteria, as stated in the Bidding Documents.

29.4 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to ITB Clauses 12 and 13, 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 from the completion of the negotiation with the Consultant that submitted the HRB. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall it exceed thirty (30) calendar days.

29.5 If the BAC determines that the Consultant with the HRB 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 Bidder at bid price or its negotiated price, whichever is lower, and subject to compliance with ITB Clause 31.3.

29.6 If the BAC determines that the bidder with the HRB fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

29.7 Immediately after the BAC has notified the first Consultant of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Consultant with the second HRB. If the second Consultant passes the post-qualification and provided that the request for reconsideration of the first Consultant has been denied, the second Consultant shall be post-qualified as the Consultant with the HRB. If the second Consultant, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Consultant with the next HRB, and so on, until the HRRB is determined for award, subject to the procedure of Notice and Execution of Award.

In case of post-disqualification of the Consultant with the HRB, the BAC shall be given the same fresh period to conduct the post-qualification of the next HRB until a Consultant is post-qualified or failure of bidding is declared based on Section 64 of the IRR.

29.8 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the HRRB and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

29.9 In case of approval, HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Consultant with the HRRB.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Consultant. A request for reconsideration may filed by the Consultant with the HoPE within three (3) calendar days from receipt of the notice of disapproval. The HoPE shall resolve with finality the request for reconsideration within seven (7) calendar days from the filing thereof and furnish the bidder a copy of the resolution immediately from its promulgation. In no case shall the request for reconsideration stay or delay the bidding process. However, the request for reconsideration must first be resolved before any award is made.

30) Reservation Clause

30.1 Notwithstanding the eligibility, short-listing, or post-qualification of a Consultant and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) 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.

b) 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.

30.2 Based on the following grounds, the HoPE or its duly authorized representative 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 or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the law or 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 government, in instances where (i) 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) the project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

31) Contract Award

31.1 Subject to ITB Clause 29, the HoPE or its authorized representative shall award the contract to the Consultant whose bid has been determined to be the HRRB.

31.2 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.

31.3 Within ten (10) calendar days from receipt by the winning Consultant of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) SEC Certificate of Registration of the foreign corporation, or the SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate government agency or 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 33;

c) Signing of the contract as provided in **ITB** Clause 32.

32) Signing of the Contract

32.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Consultant shall post the required performance security, and sign and date the contract and return it to the Procuring Entity.

32.2 The Procuring Entity shall enter into contract with the successful Consultant within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Consultant's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Consultant's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33) Performance Security

33.1 To guarantee the faithful performance of its obligations under the contract, the winning Consultant shall post a performance security, prior to the signing of the contract. Furthermore, the winning Consultant shall be required to update the performance security posted prior to the issuance of a contract amendment, if any.

33.2 Sectors enumerated under Section 76.1[4] of the IRR are allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

33.3 The performance security shall be in the form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be 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 the Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a bank; *For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)
b) *Bank draft or guarantee or irrevocable Letter of Credit issued by a bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.*	
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.*	Thirty percent (30%)

[4] Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

33.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Consultant is in default in any of its obligations under the contract.

34) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Consultant not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.

35) Protest Mechanism

Decision of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Philippine Ports Authority (PPA). The evaluation procedure is: Quality Cost Based Evaluation (QCBE) QCBE – Technical and Financial Scores are combined to determine the winner. ABC is stated and Financial Proposal above this amount are rejected. The identification number of the Contract is HO-CON-PPDD-26-0002.
1.2	Soil Investigation.
1.3	The Project shall not be phased.
2	The Funding Source is: The Government of the Philippines (GoP) through PPA's Corporate Budget for CY 2026. The name of the project is **CONSULTANCY SERVICES FOR THE TECHNICAL SERVICES FOR THE CONDUCT OF SOIL INVESTIGATION AT SELECTED PORTS (PACKAGE 14) (HO-CON-PPDD-26-0002)**.
4.1	No further instructions.
8	No further instructions.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on: Date: _____ Time: _____ Place: _____
10.1	The Procuring Entity's address is: **Philippine Ports Authority** **PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila** **MARK JON S. PALOMAR** **Chairperson, HO-BAC-EP-CON** Telephone No.s: 85278374-77 loc. 610 E-mail Address: mjspalomar@ppa.com.ph PPA Website: www.ppa.com.ph
12.1(b)	Not applicable.

12.1(c)	The minimum required experience of proposed professional staff is as follows: Five (5) years prior to the submission and receipt of bids.
13.5	Taxes: 1. Income Tax ..... 2. Business Tax .....
13.7	The ABC is ₱34,140,154.82. Any bid with a financial component exceeding this amount shall not be accepted.
14.1	The bid prices shall be quoted in Philippine Peso.
14.3	No further instructions.
15.1	Bids will be valid for one hundred twenty (120) calendar days from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and choose at least two (2) from any of the following: 1. The amount of not less than ₱682,803.10, if bid security is in cash; 2. The amount of not less than ₱682,803.10, if bid security is in cashier's check; 3. The amount of not less than ₱682,803.10, if bid security is in manager's check; 4. The amount of not less than ₱1,707,007.74 if bid security is in bank draft; 5. The amount of not less than ₱1,707,007.74 if bid security is in guarantee; 6. The amount of not less than ₱1,707,007.74 if bid security is irrevocable LoC; or 7. The amount of not less than ₱1,707,007.74 if bid security is Surety Bond.
16.2	The bid security shall be valid for 120 calendar days from bid opening.
16.3	In case of extension of bid validity and bid security validity period, substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used: *[choose at least two (2)]* a) Cash or Cashier's or Manager's Check issued by a bank. b) Bank draft/guarantee or irrevocable LoC issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. 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.
16.5(b)(iii)	No further instructions.

18.1	Each Bidder shall submit one (1) original and six (6) copies of the Technical and Financial Proposals, properly labeled, book-bound, stitched and hard-bound with index tab. Failure to comply with the requirements shall be a ground for disqualification.
18.2	No further instructions.
19	The address for the submission of bids is: BAC Office 5th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila The deadline for the submission of bids is _____.
22.2	The place of the bid opening is: BAC Office 5th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila The date and time of bid opening is _____.
23.1	No further instructions.
26.1	The following processes for the opening and evaluation of bids shall be adopted: a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in **ITB** Clause 26.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened. b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The exact weights shall be approved by the HoPE upon the recommendation of the BAC and indicated in the Bidding Documents. The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the HRB. c) 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. d) After approval by the HoPE of the HRB, the BAC shall, within three (3) calendar days, notify and invite the Consultant with the HRB for negotiation in accordance with **ITB** Clause 28.

26.3	The numerical weight and the minimum required St for each criterion are as follows: For Technical: 85% For Financial: 15% The minimum St required to pass is 70%. The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 12.2.
27.1	The opening of Financial Proposals shall be on: Date: _____ Time: _____ Place: _____ Financial Proposals shall be opened in public.
27.2	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 (2) weeks after the notification date unless otherwise specified in **ITB** Clause 27.1. The notification may be sent by registered letter, facsimile, or electronic mail. 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. The BAC shall determine whether the Financial Proposals are complete, *i.e.*, whether all the documents mentioned in **ITB** Clause 13 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 14. 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 commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of bids.

	The lowest Financial Proposal (Fl) 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: Sf = 100 ∫ Fl/F Where: Sf is the financial score of the Financial Proposal under consideration, Fl is the lowest Financial Proposal, and F is the Financial Proposal under consideration. Using the formula S = St ∫ T% + Sf ∫ F%, the bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below: T _____ *[From 0.6 to 0.85]*; and F _____ *[From 0.15 to 0.4]*; provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.
28.1	The address for negotiations is: Philippine Ports Authority, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila
28.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
29.1	No additional requirements.
32.3(f)	No additional requirements.
33.2	Not applicable.
33.3	The Performance Security shall be in the form: *[choose one from any of the following:]* 1) The amount of not less than _____ *[Insert 5% of the total contract price]*, if performance security is in cash; 2) The amount of not less than _____ *[Insert 5% of the total contract price]*, if performance security is in cashier's check; 3) The amount of not less than _____ *[Insert 5% of the total contract price]*, if performance security is in manager's check; 4) The amount of not less than _____ *[Insert 5% of the total contract price]* if performance security is in bank draft; 5) The amount of not less than _____ *[Insert 5% of the total contract price]* if performance security is in guarantee; 6) The amount of not less than _____ [*Insert 5% of the total contract price*] if performance security is irrevocable LoC; or 7) The amount of not less than _____ [*Insert 30% of the total contract price*] if performance security is Surety Bond.

Section IV. General Conditions of Contract

1) General Terms

In this contract, the following terms shall be interpreted as indicated:

1.0 The "Procuring Entity" means the organization engaging the services of a consultant or consulting firm, as named in the SCC.

1.1 The "Consultant" means the short-listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB and as named in the SCC.

1.2 "Funding Source" means the entity indicated in the SCC.

1.3 "Services" means the work to be performed by the Consultant, as provided in the Appendix I.

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 laws. For purposes of this Clause, "applicable laws" refer to laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.

4.2 The Consultant shall perform the Services in accordance with the applicable laws and shall take all practicable steps to ensure that the personnel of the Consultant, which are employed and assigned to the performance of the Services or any part thereof, complies with the applicable laws. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

5) Governing Law and Language

5.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

5.2 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. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

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 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 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 Contract Agreement, Bidding Documents, Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted, Performance Security, Notice of Award of Contract, and other contract documents that may be required by existing laws and/or the Procuring Entity specified in GCC Clause 1.1, 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, 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 effectivity 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 37 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, or electronic mail, to such Party at the address specified in the SCC, which shall be effective when delivered and duly received as may be applicable.

15.2 A Party may change its address upon notice pursuant to the provisions listed in the SCC.

16) Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II, Short-listing Documents issue for this project.

16.2 The Consultant shall perform its obligations under this Contract in accordance with the highest accepted professional standards and expertise. 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 54 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.

18.1 Subject to the ceilings specified in GCC Clause 54 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in GCC Clause 54.2; and (ii) reimbursable expenditures as set forth in GCC Clause 54.4. Said remuneration shall not be subject to price adjustment.

18.2 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 Peso.

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 to the 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 30 or 31 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 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) calendar 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 27 and 30 hereof with the exception of the direct and proximate result of force majeure.

25.9 Not later than fifteen (15) calendar 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 37 hereof.

26) Contract Amendment

Changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project. In such cases, an equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the consultant in writing, using similar rates or unit prices in the contract, or if not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract; Provided, That the total increase in cost does not exceed twenty percent (20%) of the contract price.

Subject to GCC Clause 42.5, changes to the consultancy contract affecting the project scope, key personnel, schedule of deliverables and payments, timelines or contract duration may be made if necessary to achieve the objectives of the project.

27) Suspension

27.1 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) calendar days after receipt by the Consultant of such notice of suspension.

27.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 31, by written notice of suspension, suspend the

Services if (i) the Procuring Entity fails to deliver government-furnished equipment, resources, reports or data as stipulated in the contract; (ii) peace and order conditions make it extremely dangerous, if not impossible, to work; or (iii) delay in the payment of the Consultant's claim for progress billing beyond sixty (60) calendar days from the time the Consultant's claim has been certified by the Procuring Entity as being supported by complete documentation and a notice from the Consultant has been received by the Procuring Entity that such payment is overdue, unless there are justifiable reasons which shall be communicated in writing to the Consultant.

28) Extension or Adjustment of Contract Time

The adjustment or extension of contract time in Consulting Services shall consider both the elapsed time between the effective order suspending operation and the order to resume work in cases when the total suspension or the suspension of activities along the critical path is not due to the fault of the Consultant.

29) Liquidated Damages

When the Consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the Consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is rescinded or terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the Consultant, the Procuring Entity may rescind the contract. It then forfeits the Consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

30) Termination by the Procuring Entity

30.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

a) In case of breach of contract by the Consultant, or where 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, and such delay amounts to at least ten percent (10%) of the contract price;

b) In case of force majeure, or where 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 case of termination of contract for convenience, where there is a determination of existence of any of the following conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary: (i) If 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) the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies; (iii) Funding for the project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or (iv) any circumstance analogous to the foregoing;

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, including any joint venture partner therein, 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 4.1(a);

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 37 hereof; or

h) The Consultant fails to perform any other obligation under the Contract.

30.2 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.

31) 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, if, through no fault of its own, any of the following conditions exists:

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) Substantial failure of the Procuring Entity to perform its obligations under the contract;

c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Contract;

d) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 37 hereof;

e) 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) calendar days; or

f) 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 37 hereof within eighty-four (84) calendar days after receiving written notice from the Consultant that such payment is overdue.

32) Procedures for Termination of Contracts

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

a) **Verification** - 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) **Notice to Terminate** - 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) **Show Cause** - 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) **Rescission of Notice of Termination** - The Procuring Entity may, at any time 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) **Decision** - 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.

f) **Contract Termination Review Committee** - The HoPE may create a Contract Termination Review Committee (CTRC) to assist in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts** – If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement pursuant to Section 35(c) of RA No. 12009 and its IRR.

h) **Notice by Contractor or Consultant** – The Consultant must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

33) Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 30 or 31 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 38 or 39 hereof.

34) Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 30 or 31 hereof, the Procuring Entity shall make the following payments to the Consultant:

a) remuneration pursuant to GCC Clause 54 hereof for Services satisfactorily performed prior to the effective date of termination;

b) reimbursable expenditures pursuant to GCC Clause 54 hereof for expenditures actually incurred prior to the effective date of termination; and

c) in the case of termination pursuant to GCC Clause 30.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this

Contract including the cost of the return travel of the Personnel and their eligible dependents.

35) Disputes about Events of Termination

If either Party disputes whether an event specified in GCC Clause 30.1 or in GCC Clause 31 hereof has occurred, such Party may refer the matter to arbitration pursuant to GCC Clause 37 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

36) Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Clauses 30 or 31 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 52.1 (b) and 52.1(c) hereof, any right which a Party may have under the Applicable Law.

37) Settlement of Disputes

37.1 Any dispute arising from the implementation of a contract covered by RA No. 12009 and its IRR shall first be resolved and settled amicably by mutual consultation or agreement.

37.2 Should the Parties fail to resolve their dispute or difference after thirty (30) calendar days, the parties shall resort to alternative dispute resolution (ADR) in accordance with RA No. 9285 or the "Alternative Dispute Resolution Act of 2004", RA No. 876 or the Arbitration Law, Executive Order No. 1008 or the Construction Industry Arbitration Law, and other pertinent laws, regulations, and issuances, as the case may be.

If the Parties resort to arbitration, either solely or in conjunction with other modes of ADR, the governing rules of procedure or the rules of arbitration between the parties shall be specified in the SCC.

38) Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

38.1 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**.

38.2 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.

39) 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 using funds from the Procuring Entity, shall be considered the property of the Procuring Entity and shall be properly marked as such. Upon termination or expiration of this Contract, the Consultant shall submit to the Procuring Entity an inventory of such equipment and materials and shall dispose the same 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 the same at the expense of the Procuring Entity in an amount equal to their full replacement value.

40) 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 53 hereinafter which should be within the agreed contract ceiling.

41) 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) 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

c) any other action that may be specified in the SCC.

42) Personnel

42.1 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

42.2 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.

42.3 The Key Personnel 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.

42.4 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 56.6.

42.5 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.

42.6 Any of the Personnel provided as a replacement under GCC Clauses 42.5 and 42.7, 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.

42.7 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.

43) Working Hours, Overtime, Leave, etc.

43.1 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.

43.2 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.

43.3 If required to comply with the provisions of **GCC** Clause 46.1 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 53.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

44) Counterpart Personnel

44.1 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.

44.2 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.

44.3 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 53, hereof.

45) Performance Security

45.1 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 chosen by the Procuring Entity prescribed in the ITB Clauses 33.2 and 33.3.

45.2 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.

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

45.4 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.

45.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction of the contract value, 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.

46) Standard Performance

46.1 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.

46.2 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 third parties.

46.3 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.

46.4 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.

47) Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to GCC Clause 54 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 48 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 its Personnel and agents similarly shall not receive any such additional remuneration.

48) 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.

49) 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.

50) Assistance by the Procuring Entity on Government Requirements

50.1 The Procuring Entity may assist the Consultant 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.

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

a) provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant 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, including its Personnel, 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.

51) 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 its Personnel.

52) Accounting, Inspection and Auditing

52.1 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 to 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.

52.2 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 30.1(e) and under the applicable laws, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

53) Contract Cost

53.1 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.

53.2 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.

54) Remuneration and Reimbursable Expenditures

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

54.2 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.

54.3 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).

54.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the SCC.

54.5 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) calendar 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 53.1 and 54 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) calendar 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**.

55) Final Payment

55.1 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.

55.2 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) calendar 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.

56) Lump Sum Contracts

56.1 For Lump Sum Contracts when applicable, notwithstanding the terms of GCC Clauses 10, 18.1, 34(c), 44.3, 54.2, 54.3, 54.4, 54.5, and 55.1, the provisions contained hereunder shall apply.

56.2 Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 28.3 shall be provided by the Consultant at no additional cost.

56.3 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.

56.4 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.

56.5 Termination - Upon the receipt or giving of any notice referred to in GCC Clause 32 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.

56.6 An equitable adjustment in contract price may be mutually agreed upon by the Procuring Entity and the Consultant in writing using similar rates or unit prices as provided in **SCC**, or it not available, using applicable or current rates and prices to cover the amended or additional items in the consultancy contract, provided that the total increase in cost does not exceed 20% of the contract price.

57) Liquidated Damages for Delay

When the consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the Procuring Entity, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is terminated, the Procuring Entity may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the consultant, the Procuring Entity may terminate the contract. It then forfeits the consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is Philippine Ports Authority.
1.2	The Consultant is _____
1.3	The Funding Source is: The Government of the Philippines (GoP) through the PPA's Corporate Budget for C.Y. 2026.
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel 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 agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable.
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: **MARK JON S. PALOMAR** **Chairperson, HO-BAC-EP-CON** For the Consultant: _____
15.1	The Procuring Entity's address for Notices is: Address: Philippine Ports Authority, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila Name of Contact: **MARK JON S. PALOMAR** **Chairperson, HO-BAC-EP-CON** Fax and Telephone No.s: 85278374-77 loc. 610 The Consultant's address for Notices is: Address: _____ Name of Contact: _____ Fax and Telephone No.: _____
15.2	No further instructions.
18.2	Consultant's account where payment may be made: _____
19	No further instructions
20)	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

22	None
24	The time period shall be eight (8) months or such other time period as the parties may agree in writing.
37.2	Any and all disputes arising from the implementation of this contract may be submitted to arbitration or other forms of alternative dispute resolution in the Philippines according to the provisions of Republic Act No. 9285, as required in Section 88 of the IRR of RA 12009. To ensure efficiency in the procurement process, parties to the dispute are encouraged to select the most expeditious mode of dispute resolution.
38.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: (a) Technical and Survey Reports (b) Special Reports (c) Draft Final Report (Hard and Electronic Copy) (d) Final Report (Hard and Electronic Copy)
41(c)	The Consultant's actions requiring the Procuring Entity's prior approval are as follows: (a) Progress Billing (b) Key Personnel Replacement (c) Contract Time Extension
42.5	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 until 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.
45.4(c)	No further instructions.
53.1	The total ceiling amount in Philippine Pesos is ₱34,140,154.82.
53.2	No further instructions.
54.2	No additional instructions.
54.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening: 1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;

	2) the following transportation costs: a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class; b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed; c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV; 3) the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services; 4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV; 5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: [*insert amount]*; 6) the cost of shipment of personal effects up to *[insert amount]*; 7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV; 8) the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;

	9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV; 10) the cost of items not covered in the foregoing, but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. The reimbursable expenditures in local currency shall be as follows: 1) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 2) the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 3) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 4) the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.
54.5(a)	No advance payment is allowed.
54.5(c)	The interest rate is: 0%
56.6	The applicable or current rates and prices to cover the amended or additional items in the consultancy contract, which does not exceed 20% of the contract price.

Section VI. Terms of Reference

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR THE TECHNICAL SERVICES FOR THE CONDUCT OF SOIL INVESTIGATION AT SELECTED PORTS (PACKAGE 14)

I. OBJECTIVE

The purpose of this package of soil investigation is to obtain the needed information for foundation design analysis and for the evaluation of alternative type of structures.

II. GENERAL

There are no existing or updated records on soil investigations at the following selected ports site on which to base the preliminary or detailed engineering design of structures to be constructed thereat:

Port	Proposed Project
Luzon	
1. Blk 174, Railroad Drive, South Harbor, Manila	Construction of Multi-level Parking with Commercial Spaces
2. Blk 103, Bonifacio Drive, South Harbor, Manila	Construction of Multi-level Parking with Commercial Spaces
3. North Bank, TMO Pasig, Manila	Upgrading of North Bank Wharf/Berthing Area
4. Luneta (Rizal Park Complex), Manila	Luneta Ferry Terminal
5. Aseana Avenue, Parañaque City	Manila International Cruise Terminal
6. Real, Quezon	Port Improvement Project
7. San Jose (New Port), Occ. Mindoro	Port Rehabilitation and Improvement Project
8. Pambuhan, Mercedes, Cam. Norte	Construction of Offshore Wind (OSW) Port (Phase 2)
9. Anilao, Mabini, Batangas	Port Construction/Expansion Project
10. Ambulong, Magdiwang, Romblon	Port Improvement Project
11. Codon, Catanduanes	Port Expansion Project
12. Legazpi, Albay	Development of Legazpi City Cruise Terminal with Expansion of Lightcraft Facilities, Package 1
13. Lucena, Quezon	Port Improvement Project
Visayas	
1. Danao, Escalante City, Negros Occ.	Port Expansion Project
2. Caticlan, Malay, Aklan	Construction of Sheltered Port at the Reclaimed Area
3. Canawayon, Homonhon Island, Guiuan, Eastern Samar	Port Development Project
4. Siquijor, Siquijor	Port Restoration Project
5. Saint Bernard, Southern Leyte	Port Improvement Project
Mindanao	
1. Plaridel, Misamis Occidental	Port Improvement Project Phase 2
2. Balbagon, Mambajao, Camiguin	Port Improvement Project
3. Aras-Asan, Cagwait, Surigao del Sur	Construction of Passenger Terminal Building and Transit Shed

The PPA may order additions or deletions from this package.

III. SCOPE OF WORK

A. Coverage

The work shall cover the drilling of and testing of soil samples from **seventy-four (74)** boreholes, of which **fifty (50)** shall be drilled offshore each to a depth up to 40 meters below seabed and **twenty-four (24)** shall be drilled inland to a depth up to 30 meters below existing ground line maximum for each borehole, respectively and/or there is 5 consecutive SPT N values of at least 50 blows but with less than 1 foot (30 cm.) of soil penetration recorded during two (2) – successive 15 cm. penetrations of the Split-Spoon Sampler or 4.5-meters coring into bedrock, whichever comes first. Soil boring/drilling deeper than 40 meters or 30 meters in the case of Offshore boreholes or Inland boreholes, respectively, shall be referred to the PPA Engineer/Authorized Representative witnessing the drilling on-site. However, the minimum depth of drilling for

both offshore and inland boreholes is 15 meters deep. All boreholes must be referred to benchmarks designated by the PPA. The actual number of boreholes, their locations and depths are subject to change depending on field conditions. A Geodetic Engineer shall determine the actual location of the borehole based on the coordinates specified in the development plan using GPS technology/system. The contract duration for this package is **eight (8) months** from the receipt by the winning bidder of the Notice to Proceed (NTP).

B. Description of Work

1. Soil Exploration. This shall consist of drilling test holes, classification of soils and making of field tests on soil characteristics. In addition, laboratory tests shall be made as specified. The Consultant should be able to identify areas with geological, problems and difficulties, which could affect the stability of the proposed structures i.e. buildings, pier/wharf, back-up area, causeway, etc. A complete report shall be required giving soil classifications and their engineering characteristics including a ***3D settlement analysis and analysis on the rate of backfilling to counteract/avoid slip failure for projects where there are proposed reclamation (back-up areas, causeway)***. The dimension of the back-up area shall be coordinated with PPA.

   - Depth of seabed with respect to Mean Lower Low Water (MLLW)
   - Soil borings through ordinary soils (depth: 0-40m)
   - Soil borings through hard soils/rock (depth: 5m)
   - Split-spoon sampling (1m interval for the first 3 meters, 1.5m interval thereafter or when there is noticeable change in the soil characteristics based on texture and color, whichever comes first
   - Standard Penetration Tests (similar to split-spoon sampling criteria)
   - Undisturbed sampling using thin-walled Shelby tube sampler (one sampler every 10m deep when there is encountered soft to medium stiff cohesive samples with SPT readings ranging from 2 to 7 blows per foot of soil penetration)
   - Stop criterion of soil boring for each borehole when: there is 5 consecutive SPT N values of at least 50 blows but with less than 1 foot (30 cm.) of soil penetration recorded during (two) 2 – successive 15 cm. penetrations of the Split-Spoon Sampler or 4.5-meters coring into bedrock or 40 meters below sea bed level in the case of offshore boreholes or 30 meters deep below Existing Ground Line in the case of inland boreholes, whichever comes first. Soil boring/drilling deeper than 40 meters or 30 meters in the case of offshore boreholes or inland boreholes, respectively shall be referred to the PPA Engineer/Authorized Representative witnessing the drilling on-site. **However, the minimum depth of drilling for both offshore and inland boreholes is 15 meters deep.**

     Pertinent ASTM standards are to be met in the conduct of the investigation.

     If rock is encountered, holes shall be terminated after core drilling continuously for five (5) meters in the rock.

     a. Soil Classification. Soils shall be described according to the Unified Classification System of ASTM D2487. A visual field classification of soils by a competent Geologist or Geotechnical Engineer supplemented by laboratory tests shall be made.

     b. Penetration. The Standard Penetration Test (SPT) shall be carried out in accordance with ASTM D1586. Disturbed (split-spoon) samples shall be performed at intervals of 1 meter for the first 3 meters and every 1.5 meters thereafter. Representative samples shall be collected and shipped for laboratory testing. At least one undisturbed (Shelby tube) sample, 2½ inch diameter x 24" long or larger, shall be extracted from each distinct soft to medium stiff cohesive stratum. The depth of the undisturbed sample shall be subject to the directions of PPA.

c. Testing . The soil/rock samples to be scheduled for laboratory tests shall be selected by the Consultant. The types of test shall be referred to ASTM standard procedures as follows:

1)	Visual Soil Classification (SPT)	ASTM D2488/D2487 2217/ASTM D1586
2)	Gradation	ASTM D422/E100 Part 41
3)	Atterberg Limits	ASTM 421/423
4)	Natural Water Content	ASTM D2216
5)	Unit Weight	ASTM 2049/D1556/D2167
6)	Organic Content	ASTM D2974
7)	Specific Gravity	ASTM D854/C127
8)	Consolidation Test	ASTM D2435
9)	Unconfined Compression Test	ASTM D2166-06

The Consultant shall have their owned laboratory where the testing of soil samples shall be done.

2. Procedure

a. Pre-drilling Coordination Meeting. Prior to the mobilization of the drilling teams/crews of the Contractor to the priority port sites, a coordination meeting with the PPA Engineers in charge of monitoring the project activities to discuss among others, other parameters that maybe required relevant to the specific structure to be constructed, the type and size of structures (pier, causeway, wharf, back-up area, building, among others) to be built on each port site as clearly indicated in the Port Development Plan in relation to the borehole location and designation as superimposed therewith.

b. Technical Advice. The Contractor's Experts/Engineers shall be available, if consulted, to give/submit their professional written opinion on technical matters that may arise in the course of the PPA Engineer's design of such foundation structures and during the implementation of the proposed structure.

c. Inspection. No work shall be performed in the absence of an authorized representative of the PPA.

The Contractor shall not remove casing or equipment from any completed boring except with the express permission of the authorized representative and until said representative has had the opportunity to obtain all relevant data prior to removal.

d. Size of Boring In Sampling. Samples shall be obtained either intermittently or continuously as specified herein with a minimum diameter of 1-3/8 inch. The sizes of boreholes shall be sufficient for the above size of sample. Intermittent sampling shall mean disturbed (split-spoon) samples taken at specified intervals and undisturbed (Shelby tube) samples at each change of soil type or if soft cohesive soils are required, they shall be obtained with thin-wall samplers. Samples shall be prepared in accordance with the applicable requirements of the section herein on "Preserving Samples."

e. Penetration on Boulders or Rock Layers. Boulders or rock layers encountered in drilling shall be cored to determine the character and size or thickness of the materials. After coring, the hole may be enlarged by reaming or by other means as approved by the PPA. Where it will be necessary to reduce the size of the borehole in order to reach the target depth and obtain the required samples, the minimum casing diameter shall be of such size as to permit the use of a 1-5/8 inch core bit.

3. Supplemental Boring

a. Abandoned Borings. Borings that are abandoned or lost before reaching the required depth, or from which unsatisfactory samples are obtained, shall be supplemented by other borings adjacent to the original in order to obtain satisfactory samples and the required information. Penetration to the depth where the original boring was abandoned may be made by any method selected by the Contractor that in the opinion of the PPA will permit satisfactory completion and sampling below the elevation not satisfactorily reached by the abandoned boring.

b. False Start. It is intended that the borings be made so as to clear all underwater pipes, conduits, and other underwater structures. However, should the Contractor be unable to complete any boring due to underwater structures, obstacles or obstructions which the PPA considers are of unusual nature and that failure to penetrate them is not the fault of the Contractor's method or equipment, a false start will be allowed. In such cases, if directed by the PPA representative, another boring will be made in the adjacent vicinity.

4. Casing

a. Advancing. Boring through overburden soils shall be suitably cased to permit obtaining samples of the size or sizes specified or as directed. Casing may consist of standard pipes and couplings or flush pointed pipes, and shall be advanced vertically by driving, chopping and washing, coring or by any method consistent with the manner and type of sampling described for the specified boring, and as approved by the PPA. In all borings where rock is to be cored below the cased overburden, the casing shall be firmly seated to the rock, and the hole cleaned of all loose material before commencing coring operations.

b. Removal. All casings shall remain the property of the Contractor and shall be removed on the completion of the work.

IV. SOIL INVESTIGATION FOR PROPOSED STRUCTURES

Sub-surface exploration shall be carried out at proposed sites for revetment and proposed engineering structures in order to obtain sufficient and adequate subsoil data for the preliminary or detailed engineering design of the project.

a.) Soil Borings and Core Drilling

Borings through underlying soils shall be advanced by drilling with either diamond or carbide NW casing shoe bits or such other method consistent with the manner and types of soil sampling to be employed, as may be approved by the PPA Engineer. Borings shall be cased to permit soil sampling by split-spoon and Shelby tube methods and shall extend down to the program depth of boreholes at respective area covered by the survey or deeper as directed by the PPA Engineer on-site.

For coring into rock or hard strata, rotary drilling method shall be employed. Core drillings shall be performed in accordance with ASTM or AASHTO procedures and the following provisions. At the start of coring, the casings through the substrata shall be tightly seated. The coring of rocks shall employ NQ size double tube core barrels or triple tube core barrels, to provide a sample run from 0.5 m to 1.5 m long within the liner, and shall be continued 4.50 m penetration deep into the bedrock. Length of recovered rock in each run shall be recorded and recovery expressed as a percentage of total recovery for each drilling run. Cores shall be recovered and placed in core boxes in the correct sequence. Core boxes shall be of robust timber construction and to the satisfaction of the PPA Engineer. The Contractor shall exercise particular care in recording water losses, rod jerks, and other unusual coring

experience that is supplementary to the core record, and shall indicate, the nature and the extent of any fracturing.

The Contractor shall record groundwater levels in each boring upon completion of boring, during the removal of the casings and 24 hours after the removal of the casing. Where the borings are made over a period of several days, the ground water readings shall be made each evening at the end of the drilling operations, and each morning prior to the resumption of drilling. In all cases the recorded data shall include the date and time of reading.

b.) Standard Penetration Test and Split-Spoon Sampling

This work shall be performed in accordance with ASTM of AASHTO standard procedures, and the following provisions. Where discrepancies exist, these specifications shall govern. All procedures are subject to the approval of the PPA Engineer.

Representative soil samples (disturbed) shall be obtained at regular intervals of 1.0 meter for the first 3 meters or every 1.50 meters interval, thereafter or every change in soil characteristics, whichever is observed first.

Split-spoon sampler shall be driven into the soil at the bottom of the cleaned out casing using a 64.0 kg. hammer falling 75 cm. The hammer will be raised preferably by means of a mechanical free drop system. The sampler shall have a steel shoe with a sharp cutting edge, and a reliable check valve. A record shall be made of the number of blows for the sampler to penetrate the first 15 cm. and is called the seating drive. The sampler shall be driven a further 30 cm. or until 60 to 70 blows of the hammer have been applied. The number of blows for each 15 cm penetration shall be recorded. The penetration resistance, N, will be the total number of blows required to drive the sampler the last 30 cm.

If the sampler is driven less than a total of 45 cm, the penetration resistance shall be number of blows for the last 30 cm of penetration. If less than 30 cm. is penetrated, the number of blows shall be stated and the depth of penetration measured. If the rate of penetration of the sampler is less than 2.5 cm for the 50 blows, refusal shall be considered to have been obtained.

The sampler shoe shall be provided or fitted with a flap valve to obtain samples in soils that are too granular to be retained in the sampler.

Tests shall be repeated if necessary to obtain acceptable samples. However, the sampler shall not be driven more than 60 cm below the bottom of the casing, in which case, the casing shall be advanced before repeating the test procedure.

The split-spoon retrieved from the hole shall be handled carefully and shall be opened, with minimum disturbance of the sample, then placed into a clean plastic sheeting bag for visual classification. The soil sample shall be preserved and stored as specified in Section III. If the sampler is found to contain more than one type of soil, each type shall be classified and preserved separately.

1. Split Spoon Drive Sampling

   a. Sampler Description. Samplers for drive samples shall be of the standard split spoon type having an outside diameter of two (2) inches and an inside diameter of one and three eighths (1-3/8) inches for NW size holes. The sampler shall have a minimum inside length of sixteen (16) inches and shall be equipped with hardened tool shoe valve at the top. The Contractor shall also provide a core catcher at the bottom of the sampler when difficulty is experienced in recovering samples.

   b. Sampling Procedures. At the points where drive samples are to be taken, advancement of the borehole shall be stopped and the hole or

casing shall be completely cleaned of disturbed soil, segregated coarse material and any clay adhering to the walls of the casing. The cleaning shall extend to at least the bottom edge of the casing and should preferably advance the hole a few inches further in order to by-pass disturbance caused by the cutting edge of the casing. Cleaning shall be done with shielded jets suitable to the relative resistance of the various subsurface strata; the drive sampler shall be driven in the following manner:

1) The 1-3/8 inch inside diameter drive sampler shall be driven with a 140-lb. hammer a free fall of 30 inches.
2) The drive sampler shall be driven to a depth of 18 inches or as directed by the PPA representative and the number of blows shall be recorded for each 6-inch depth of penetration. If the samples obtained are less than 12 inches long, the sampling operation shall be repeated.

2. Undisturbed Sampling of Soils

1. Shelby-Tube

This work shall be performed in accordance with ASTM or ASSHTO procedure and the following provisions. Where discrepancies exist between these provisions and ASTM and ASSHTO specifications, these specifications will prevail. All procedures are subject to the approval of the PPA Engineer.

In layers of soft to medium stiff cohesive soils (i.e. N-values ranging between 2 to 7 blows per foot of soil penetration), undisturbed Shelby-tube samples shall be obtained at intervals of not more than ten (10) meters or otherwise directed by the PPA Engineer. Undisturbed samples are required for consolidation and unconfined compression tests and other specified laboratory tests.

The following procedures shall be adopted:

Clean out the hole to the deep of sampling such that the soil immediately below the casing shall be as undisturbed as possible. The casing shall be kept above the sampling position.

Attach a 70 mm diameter thin-wall tube sample to the drill rod and let it rest on the bottom of the hole.

Push the sampler into the soil either manually or by hydraulic jack with a continuous and rapid motion without impact or twisting to fill the sampler. In no case shall the sampler tube be driven with a hammer or pushed further than the length provided for the soil sampler. If resistance is encountered when manually pushing the sampler tube, a heavy weight may be used without hammering to drive the sampler.

Before retrieving the tube, turn the rod at least two (2) revolutions to shear the sampler off, at the bottom. Raise the rod and detach the tube sampler.

Remove and store the disturbed material at the ends of the tube and preserve the undisturbed section in the tube as specified in Section III. Great care must be observed in handling and transporting the samples.

a. General. Undisturbed Shelby tube samples, 2-1/2 inches in diameter x 24 inches long, shall be taken from all holes as specified herein and called for in these Technical Specifications.

Undisturbed samples shall be taken in cohesive soils whenever the soil conditions would permit driving of the Shelby tube sampler.

b. Sampler Description. The thin wall tube (Shelby tube) sampler shall consist of 16 or 18 gauge barrel, approximately 36 inches, or longer and will be equipped with a reliable check valve at the top. The tubes shall be provided with a sharp cutting edge and a positive inside clearance. The inside diameter of the cutting edge shall be 0.7 to 1.5 percent less than the inside diameter of the sampler tube.

c. Sampling Procedure. Before each sample is taken, the casing or borehole shall be carefully cleaned out with a deflected jet or clean out auger as approved by the PPA. The inside of the tube shall be thoroughly cleansed prior to taking the sample. The sampler shall be forced into the soil at a distance of 24 inches at the rate ranging from ¼ to ½ foot per second by hydraulic pressure. The sampler shall not be driven with a drop hammer to obtain samples. No undisturbed samples shall be accepted if the recovery is less than 24 inches long, unless expressly approved by the PPA field representative. After an acceptable undisturbed sample is obtained, the sample shall be preserved as specified in Section 8 "Preserving Samples."

In layers of soft to medium stiff cohesive soils (i.e. N-values ranging between 2 to 7 blows per foot of soil penetration), undisturbed Shelby-tube samples shall be obtained at an interval of not more than ten meters or as otherwise directed by the PPA Engineer.

3. Rock Coring

a. General. The term rock shall apply to any material that cannot be sampled by drive sampling as described herein. Where rock layers or boulders are encountered in the overburden above the specified bottom elevation of any borings, it shall be cored as described under "Penetration on Boulders or Rock Layers." Where ledge rock is encountered above the specified bottom elevation of any boring, it shall be cored to the depths as specified in the Proposal and as directed by PPA representative.

b. Sampler Description. Rock coring shall be performed with a double tube swivel type core barrel as standardized by the Diamond Core Drill Manufacturers Association (DCMA) equipped with diamond-set bottom discharge core bits and standard core lifters and core gage. Core barrels shall be of 5 to 10 ft. length to obtain a continuous rock core 5 feet long, and unless otherwise specified or directed by PPA representative, the sampler shall produce a minimum core of 1-3/4 inches in diameter.

c. Sampling Procedure. Casing through overburden shall be seated tightly on the rock at the elevation of the rock coring. The Contractor shall operate his drills at such speeds and with such water pressures that will ensure maximum core recovery in whatever kind of rock is being drilled. Where soft or broken rocks are encountered the Contractor shall reduce the length of "runs" to less than 1.5m, as may be required to reduce core loss and core disturbance to the minimum.

Failure to comply with the foregoing procedures shall constitute justification for PPA to require redrilling at the Contractor's expense of any boring from which the core recovery is unsatisfactory. The Contractor shall exercise particular care in recording water losses, rod jerks and other unusual experience that will throw light on the nature and extent of any fractures in the core samples.

4. Preserving Samples

a. General. The Contractor shall provide material, equipment and labor necessary for preserving samples. Wax or masking tape shall be used to ensure proper sealing of sample containers.

b. Drive Samples. Representative specimen of each sample shall be preserved. The containers for preserving samples shall be maximum ten-ounce large-necked, round, screw top, air-tight, durable clear plastic jars, and the specimen shall be sealed with a threaded cap, and cohesive soil samples shall be further sealed by dipping the cap and threads into wax immediately after capping.

Each glass jar or undisturbed sample core liner shall have weatherproof labels giving the following information:

Project: _____
Type of Sample: _____
Borehole No: ____ Elevation: _____ Location: _____
Coordinates of the borehole: _____
Jar No.: _____
Top Elevation of Hole: _____ Depth of Sample: _____
Visual Description of Samples: _____
Penetration (Blows/15 cm): _____

Shipping boxes: Each box of samples shall be identified with weatherproof labels or marking indicating the following:

Project Description: _____
Project Location: _____
Boring No.:_____ Sample No.: _____

c. Undisturbed Samples. Undisturbed samples from boring for preservation shall be treated in the following manner: A maximum of one inch of the undisturbed materials from the top and bottom of each sample shall be preserved as prescribed for Drive Samples. The ends of the sample tube shall be filled to the top with wax added in the increments to prevent voids, after which they shall be capped with tight fitting copper or galvanized steel caps bound on with friction tape and dipped in wax. Undisturbed samples shall be labeled and identified as directed by PPA.

d. Rock Cores. Rock cores shall be suitably boxed, marked and identified in a manner satisfactory to PPA. Cores shall be boxed in the same sequence in which they were obtained in the field.

Cores from each drilling run shall be separated from adjacent with from wooden blocks on which the depths of the beginning and end of the run shall be clearly, accurately and permanently indicated. Cores of soft rock which may be damaged in the normal course of shipping shall be further preserved by wrapping them first in polyethylene plastic. The container itself shall be marked to show borehole number, box number, depth and the date the sample was taken.

5. Records

a. General. The Contractor shall keep accurate driller's logs and records of all work accomplished under this contract and shall deliver complete, legible copies of these logs and records to PPA upon completion of the work or at such other time or times as he may be directed. The PPA or his representative shall have the right to examine such records at any time prior to their delivery to him. Separate logs shall be made for each

boring. All depths and elevations shall be measured in meters, and shall be referenced to proper benchmarks or datum as designated by PPA representative.

b. Records. Records shall contain the following information:

1) Results of all details of each borehole arranged in tabular form, giving full information on the location, type of boring, vertical arrangement, and the thickness and classification of the materials penetrated.
2) Location, elevation and depth, type, number and date of each sample and test taken.
3) Heights of drop and weight of drop hammer for taken drive samples.
4) Size and length of casing used in each borehole.
5) Length in inches of samples of coring run.
6) Length in recovery for all samples and coring.
7) Elevation of refusal or rock if encountered.
8) Approximate force required to press in undisturbed samples.
9) Driving energy in inch-pounds and blow count data for six-inch penetration of drive sampler and for each twelve-inch penetration of casing.

6. Reference Elevation

The seabed elevation of each borehole should be included in the boring log based on Mean Lower Low Water (MLLW). Elevations above MLLW shall be marked positive (+) while those below shall be marked negative (-). In the absence of Tide Gauge in the area for locating the level of the MLLW, the elevation of the permanent existing structures such as pier, wharf, finish pavement of back-up area, may be used as reference.

7. Submission of Samples

At such time as PPA may direct, all samples and cores selected by the Consultant shall be carefully boxed and shipped accordingly. Boxing shall be made in such a manner that will protect all soil and core samples from excessive disturbance while being shipped to the Soils Laboratory for testing. Payment for shipping samples shall be included in the bid proposal.

V. MEASUREMENT AND PAYMENT

The quantities listed in the Proposal are approximate only and do not govern final payment. Payments to the Contractor will be made only for the actual quantities of the contract items performed in accordance with the Technical Specifications and shall be considered as full compensation for furnishing all labor, materials, equipment plant, facilities, and services for the performance of the work.

VI. SETS OF TESTS REQUIRED AND REPORTS

A. Soil Classification. Soils shall be described in accordance with the Unified Soil Classification System (USCS). Each individual stratum shall be measured and described in writing. All thin layers, joints or partings shall be noted. Slices of samples may be prepared and slowly air-dried to reveal stratifications and laminations.

The visual description shall state the color, class of soil (gravel, sand, silt, clay or peat), the relative sizes of non–cohesive soil particles (coarse, medium or fine sand) and the relative cohesiveness and strength of clayey soils (high, medium or low). Any significant factors shall be noted such as the presence of shells, varves, roots and odor of the soil. All soil samples shall be tested in accordance with the ASTM or AASHTO specifications where applicable.

a Monthly Progress Report

The Consultant shall prepare the Monthly Progress Report (MPR) in a form to be approved by the PPA qualified representative and submit to Port Planning and Design Department (PPDD) on the 25th day of each reporting period. The MPR shall consist, but not limited to the following:

1. Overall summary of accomplishment
2. Core drilling progress
3. Laboratory test accomplished
4. Schedule of work
5. List of equipment used
6. Organizational chart
7. Detailed progress chart or S-Curve

b. Partial Reports of Investigation Results

The Consultant shall submit partial reports consisting of completed results of boring in the form of a final boring log and soil profile for immediate use in the preliminary design work.

c. Photographs

Photographs showing the borehole drilling and sampling at each site shall be taken by the Consultant and form part of the report. The photographs shall depict the following:

1. Equipment used
2. Core drilling operation
3. Water level measurements
4. Performance of SPT sampling
5. All cores and SPT sample placed in core boxes
6. Date photographs were taken
7. Location or station

B. Final Report. After completion of the laboratory-testing program, a draft report clearly defining and summarizing all the works performed together with the *3D settlement analysis and analysis on the rate of backfilling to counteract/avoid slip failure for projects where there are proposed reclamation (back-up areas, causeway),* for traffic load of 500 and 750 pounds per square foot (psf), soil bearing capacity, pile capacity, recommended foundation and pile length **(in both pre-stressed concrete pile and 500/700mm diameter 13/15mm thick steel pipe pile)** depending on the type of structure to be constructed, including the findings and recommendations of a competent Geotechnical Engineer of the Contractor, shall be submitted to PPA. The draft report (3 copies) shall be book-bound and shall contain among others a description of the test procedure, the number of tests for each type, boring logs, maps, summary tables of the results and complete details and analysis/computation and evaluation of the results of each test, grain size analysis curves, summary or recommended soil particles and Atterberg Limit worksheets.

In determining the pile bearing capacity as option/recommendation for foundation works, the Geotechnical Engineer shall use the Design Manual for Ports and Harbor Facilities in the PPA. The provisions in the Design Manual shall serve as the technical reference in computing the bearing capacity of pile foundation based on the recorded borehole logs.

The Final Geotechnical Report shall contain the methodology of geotechnical investigation performed, the result of field investigation including field logs, description of site conditions, profile of soil conditions, result of laboratory tests, summary of geotechnical data and photos. The Final Report (7 copies) in book-bound form and (1 copy) in electronic media (CD-R disks and/or CD-RW disks) in a format and form replicating the paper-print copies, incorporating all revisions deemed appropriate by the Philippine Ports Authority should be submitted within 20 days after receipt of comments on the Draft Final Report from the PPA.

VII. PAY ITEMS

A. Mobilization and Demobilization

1. Payment will be made at the contract lump sum price for mobilization and demobilization for this exploration work, and shall include full compensation for all labor, materials, transportation charges, and incidentals necessary to complete the mobilization, manning and demobilization of all equipment, including the drilling rigs, appurtenances, supports, etc. Payment on this item will be made only after completion of fieldwork for this exploration.

B. Boring

1. Measurement will be made based on the actual depth of soil boring in lineal meter of the borehole in place and accepted.

2. Payment will be computed based on the number of linear meters, measured as provided above, using the contract unit price for borings. Such payment shall include full compensation for furnishing, installing and removing the drill rig and accessories for all drilling work, penetrating boulders or hard layers encountered, installing and removing casing, for submitting records or borings and/or excavation for incidentals necessary to complete the item.

C. Standard Penetration Tests (SPT)

1. Each test performed and accepted will be measured as a complete unit.
2. Payment will be made and measured based on the actual number of units performed and at the applicable unit price for SPT.

D. Undisturbed Sample (UDS)

1. Each sample taken and accepted will be measured as a complete unit.
2. Payment will be made and measured based on the actual number of units performed and at the applicable unit price for UDS.

E. Coring in Rocks

1. Measurement for payment will be made based on the actual number of lineal meters penetrated with the use of coring bit in rock, boulder, gravel, or hard formations.
2. Payment will be computed based on the actual number or lineal meters measured as specified above and at the applicable contract unit price for coring in rock.

F. Laboratory Tests.

Payment will be made based on the actual number of specified tests, as required in the specification, or as may be required by PPA, and at the applicable contract unit price.

G. Equipment and Miscellaneous Items

The Contractor shall specify the major equipment whether owned, rented or leased and to be purchased that will be utilized in the performance of these services, their main specifications and the estimated times of use shown in an equipment utilization schedule. The minimum equipment requirements for this undertaking are as follows:

Quantity	Unit	Particulars
3	units	Rotary Spindle Hydraulic Rig; two (2) – owned; one (1) - leased
3	units	3.5hp Water Supply Pump; (three (3) - owned)
1	unit	5hp Duplex (two piston) Engine Water Pump; Owned or leased

3	sets	Tripod (three (3) - owned)
24	pcs.	NW Casing (twenty-four (24) - owned)
60	pcs.	AW Rod (sixty (60) - owned)
3	sets	Split Spoon with 70 kgs. Jar Hammer plus Plate three (3) – owned)
3	pcs.	NQ Core Barrel (three (3)- owned)
3	pcs.	Startling Barrel (three (3)- owned)
3	sets	Water Swivel (three (3)- owned)
2	sets	Surveying Equipment (GPS or Total Station) (One (1) – owned and One (1) - leased)

Similarly, miscellaneous items such as shipment of samples, and employment of security services, provision of safety signage (caution tape and barricades) and individual safety gears/gadgets of the drilling team e.g. safety shoes, safety vest, hard hat, goggles, gloves, safety belts, among others, shall be made in lump sum after the work has been completed.

VIII. BILLING AND OTHER FORMS

The Contractor shall prepare their billing and other forms in accordance with those that may be prescribed by PPA.

IX. REQUIRED EXPERTISE AND PROPOSALS

The Contractor shall specify the key personnel or experts that will be utilized in the performance of these services, their qualifications (education, training and experience) and the times that they will serve shown in a manpower schedule. The following minimum specialization is anticipated to be required in the Study:

- Project Manager (Civil Engineer with specialization in Geotechnical Engineering)
- Deputy Project Manager/Port Engineer
- Geotechnical Engineer (Civil Engineer)
- Civil Engineer
- Geodetic Engineer
- Laboratory Chief

X. REPORTS

The Draft and Final Reports shall include the results of all required tests performed and accepted on this exploration work including the settlement analysis and analysis on the rate of backfilling to counteract/avoid slip failure for projects where there are proposed reclamation (back-up areas, causeway). The report shall include the findings, evaluations and recommendations as more specifically defined in Section No. VI.B.

XII. LIQUIDATED DAMAGES FOR DELAY

When the Consultant fails to satisfactorily complete the services required under the contract within the specified period, inclusive of duly granted time extensions, if any, the Consultant shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the contract may be rescinded or terminated by the PPA, without prejudice to other courses of action and remedies available under the circumstances. In case the contract is terminated, the PPA may take over the contract or award the same to a qualified consultant through negotiated procurement. In addition to the liquidated damages, the erring consultant's performance security shall also be forfeited.

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the Consultant, the PPA may terminate the contract. It then forfeits the Consultant's performance security and takes over the prosecution of the contract or awards the same to a qualified consultant through negotiated procurement.

XIII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The **Approved Budget for the Contract** is **PhP34,140,154.82**.

XIV. SELECTION CRITERIA FOR PROPOSAL

The shortlisted consultants shall be evaluated using **Quality-Cost Based Evaluation (QCBE)** procedure under R.A. 12009 and its IRR at **eighty-five percent (85%)** for the **Technical Proposal** (with a Minimum Qualifying Mark of 70%) and **fifteen percent (15%)** for the **Financial Proposal.**

Prepared by:

RYAN JOSEPH F. CARIÑO
Environmental Specialist A

Check & Reviewed by:

MELODY E. ESPIRIDION
Manager, PPD

Recommending Approval:

REYNAND C. PARAFINA
Manager, PPDD

Approved:

JAMES J. GANTALAO
Assistant General Manager for Engineering