

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-26-0003.
1.2	Inventory and Structural Survey of all Marine Structures and its Accessories.
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 INVENTORY AND STRUCTURAL INVESTIGATION SURVEY OF ALL MARINE STRUCTURES AND ITS ACCESSORIES AT SELECTED PORTS NATIONWIDE (PACKAGE 5) (HO-CON-PPDD-26-0003).
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 ₱58,338,845.14. 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 ₱1,166,776.90, if bid security is in cash; 2. The amount of not less than ₱1,166,776.90, if bid security is in cashier's check; 3. The amount of not less than ₱1,166,776.90, if bid security is in manager's check; 4. The amount of not less than ₱2,916,942.26 if bid security is in bank draft; 5. The amount of not less than ₱2,916,942.26 if bid security is in guarantee; 6. The amount of not less than ₱2,916,942.26 if bid security is irrevocable LoC; or 7. The amount of not less than ₱2,916,942.26 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: <i>[choose at least two (2)]</i> 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>i.e.</i>, 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 (FI) 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: $Sf = 100 \times FI/F$ Where: Sf is the financial score of the Financial Proposal under consideration, FI is the lowest Financial Proposal, and F is the Financial Proposal under consideration. Using the formula $S = St \times T\% + Sf \times F\%$, 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: <i>[choose one from any of the following:]</i> 1) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cash; 2) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cashier's check; 3) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in manager's check; 4) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in bank draft; 5) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in guarantee; 6) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is irrevocable LoC; or 7) The amount of not less than _____ <i>[Insert 30% of the total contract price]</i> 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 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 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 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 twelve (12) 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 ₱58,338,845.14.
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: <i>[insert amount]</i>; 6) the cost of shipment of personal effects up to <i>[insert amount]</i>; 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;
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	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

TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR THE INVENTORY AND STRUCTURAL INVESTIGATION SURVEY OF ALL MARINE STRUCTURES AND ITS ACCESSORIES AT SELECTED PORTS NATIONWIDE (PACKAGE 5)

1. INTRODUCTION

- 1.1. The Philippine Ports Authority (PPA) aims to appoint a reputable consulting firm to undertake an Inventory and Structural Investigation Survey of all marine structures and their related accessories across selected ports nationwide (Package 5). This engagement will adhere to the Guidelines on the Procurement of Consulting Services for Government Projects and comply with the provisions stipulated in **Republic Act No. 12009** and its IRR.
- 1.2. The urgency for modernization of port facilities is amplified by global trends in the shipping industry and significant growth in container transportation. Assurance of structural integrity and adequate capacity for existing waterside facilities is critical to support the seamless flow of waterborne commerce in both domestic and international markets.
- 1.3. Port infrastructures are subjected to continuous stress from ship berthing, moving loads, and site-specific meteorological and oceanographical conditions. This is further aggravated by the implications of climate change and new development projects. Therefore, a thorough investigation into the current structural integrity, load-bearing capabilities, and formulation of a strategic rehabilitation and retrofitting program for all marine structures at these ports-including detailed plans and Programs of Work (POW) is essential.
- 1.4. This consultancy will encompass the following ports:
 - Cawit Port, Marinduque
 - Puerto Galera Port, Oriental Mindoro
 - Abra de Ilog Port, Occidental Mindoro
 - Roxas Port, Oriental Mindoro
 - San Jose de Buenavista Port, Antique
 - Pagadian Port, Zamboanga del Sur
 - San Andres Port, Catanduanes
 - Castilla Port, Sorsogon
 - Bulan Port, Sorsogon
 - Nasipit Port, Agusan del Norte

2. OBJECTIVES OF THE STUDY

- 2.1. Systematically conduct a detailed inventory of existing marine structures at the designated ports, including comprehensive documentation comprising of plans, typical sections, and detailed attributes of marine facilities and accessories such as wharfs/piers, rock bulkheads, rubber dock fenders, mooring fixtures, navigational aids, and vertical structures.
- 2.2. Identify the classification of marine structures, their construction materials, and precise measurements for each type, including but not limited to open pile wharfs/piers and sheet pile wharfs.
- 2.3. Evaluate the current structural soundness and capacity of existing marine structures and accessories (including wharfs/piers, beams, crane beams, piles, slabs, fender beams/pads/blocks, mooring fixtures/blocks, navigational aids, vertical structures) through rigorous non-destructive testing (NDT) methodologies.
- 2.4. Formulate actionable recommendations for PPA concerning structures necessitating urgent retrofitting or rehabilitation, along with a structured program designed for economic feasibility and systematic execution. This program should detail a phased approach for rehabilitation activities.

3. SCOPE OF SERVICES

- 3.1. Conduct a comprehensive inventory of marine structures and their accessories across the identified ports, ensuring thorough documentation of conditions, functionality, and existing engineering plans. The ports identified under this Terms of Reference are based on the current project requirements. However, the Philippine Ports Authority (PPA) reserves the right to modify, substitute, add, or remove port locations during the course of the study as may be necessary due to operational requirements, project priorities, accessibility constraints, funding considerations, or other justifiable circumstances. Any such changes shall be communicated to the Consultant in writing and shall be accommodated within the scope of the engagement, subject to applicable contract provisions.
- 3.2. Employ sound engineering principles and methodologies to assess structural integrity using NDT and other advanced diagnostic techniques to establish load capacities and identify potential deficiencies.
- 3.3. Review previous studies in connection with the structural investigation at said ports, if any.
- 3.4. Analyze and interpret data collected during the inventory and assessment phases, producing detailed reports summarizing findings.

Inspect and document the condition of all structural members of the wharf or pier above and below water and all other marine structures constructed at said ports.

Underwater survey works consisting of inspection of concrete piles underneath the pile cap down to seabed level for both the access trestle and platform structure. The survey shall be limited to visual condition survey using underwater digital video camera with audio. Damages found will be documented showing location orientation and dimensions which includes crack, concrete spalling, chip off, exposed rebar, pile/seabed profile, condition of the pile including its protective coating. All findings will be documented in audio, video and factual report. Scrapping of barnacles on piles one (1) meter below and one (1) meter above the MLLW shall be conducted prior to inspection to determine the extent and magnitude of damages and weak spots, if any, of the piles or any other marine structures present at said ports. Structural members shall include but not limited to the following:

- a. Piles
 - b. Pile caps
 - c. Beams
 - d. Slabs
 - e. Retaining Wall/Abutment (at landside joint)
 - f. Fender Beams and Pads/Blocks including rubber dock fenders and its accessories
 - g. Rock bulkhead, concrete blocks or any other similar marine structures
 - h. Seabed (Marine growth, scouring, etc.)
 - i. Crane Beams and Rails
 - j. Steel sheet piles (if any)
- 3.5. Survey works consisting of topographic and hydrographic survey of the ports. Horizontal and geodetic controls will be either established or recovered during the survey. Horizontal controls are established using Global Positioning System [GPS] device in the recovered Stations in the area, this is to properly orient the survey and to tie the topographic survey to the hydrographic survey. Vertical controls from the recovered stations will be adapted and used to correct the hydrographic survey data. In addition, a tide observation in an hourly basis for 24 hours shall be conducted to observe the change in tide in order to correct the hydrographic data. The data will be plotted using Civil 3D CAD software and will be migrated to AutoCAD 2018 format for submission. Topo-hydro map will be prepared to reflect the seabed elevation based on mean lower low water (MLLW). Profile for the access trestle and concrete platform will be generated based on the topo-hydro map.
- 3.6. Take samples/specimens of materials (i.e. concrete and reinforcing bars) from the existing wharf/pier structures, beams, slabs and any other marine structures constructed at said ports as may be necessary for laboratory testing.
- 3.7. Field NDT testing of the above-mentioned structural members such as piles, beams (longitudinal and transverse), crane beams, slabs, fender beams and pads/blocks and retaining walls/abutments and any other marine structures shall be conducted by using any of the following penetration methods; rebound hammer method, rebar scanning, pull out test method, ultrasonic pulse velocity method, radioactive method, ferro scan and testing the axial capacity of piles, the Pile Integrity Test (PIT), Thickness gauge test and any other necessary non-destructive test to accomplish the objectives of the study. The minimum number of testing for the NDT except for the PIT shall be 10% of the structural members. However, the Consultant may increase the number of testing if the

3.8. Demolished portions of the wharf/pier or pier deck as a result of the field testing shall be restored to its original state or condition. Collaborate with PPA personnel and engage with relevant stakeholders throughout the study to gather insights and validate findings.

Category 1 - No damage evident

Category 3 - Possible damage in structural significance and with greater implications to future durability. (Up to 75% of steel reinforcement is still intact)

Category 5 - Severely damaged. (Less than 50% of steel reinforcement is still intact)

3.11. Prepare As-Built Plans in AutoCAD format for each of the wharf/pier and any other marine structures and its structural members to include piles (above water), pile caps, crane beams, beams (longitudinal and transverse), slabs, retaining walls/abutment (at landside joint) and fender beams and pads/blocks, etc.

3.13. Prepare structural calculation report (hard and soft copies) incorporating the actual test results including recommendations for retrofitting to be submitted to PPA.

Form 9-2 (Rev. 1-1977) **STANDARD FORMS AND THE EXTENSION OF SMALL BUSINESS ADMINISTRATION SURVEY OF LARGELY UNEMPLOYED PERSONS OF DISABILITY TO THE POLYMER AND VINYL INDUSTRY**

3.15 The Final Report shall be submitted as follows:

- I. First six (6) months from the start of the study
 - a. Cawit
 - b. Puerto Galera
 - c. Abra de Ilog
 - d. Roxas
 - e. San Jose de Buenavista
- II. On the twelfth (12th) month from the start of the study
 - a. Pagadian
 - b. San Andres
 - c. Castilla
 - d. Bulan
 - e. Nasipit

3.16. Develop and provide holistic rehabilitation and retrofitting plan for marine structures requiring intervention, including cost estimates and timelines for each phase of work.

3.17. Maintain engagement with stakeholders, such as PPA officials, local government stakeholders, and relevant community organizations, to gather insights and address operational concerns associated with the ports.

4. SCHEDULE

4.1 The services shall be carried out for a period of twelve (12) months from the receipt by the winning bidder of the Notice to Proceed (NTP).

5. SUBMISSION OF REPORTS

Inception Report

5.1 The Consultant shall submit three (3) hard copies and an electronic copy of the Inception Report and to be submitted within one (1) month from the start of the consultancy services.

The Inception Report shall outline the detailed work program and briefly describe the proposed methodology to meet the Terms of Reference (TOR). The Report shall include the initial findings on the previous studies and reports and recommend additional surveys and investigations that may be required as well as preliminary layout of the forms to be used for the various investigations and surveys to be undertaken.

Monthly Progress Report

- 5.2 The Consultant shall submit three (3) hard copies and an electronic copy of Monthly Progress Report and to be submitted within seven (7) days after the end of each calendar months.

It shall present and describe the progress of work, significant problems encountered as well as actions taken and to be undertaken.

Draft Final Report

- 5.3 The Consultant shall submit three (3) hard copies and an electronic copy per port of the Draft Final Report and to be submitted two (2) weeks before the scheduled submission of the Final Report of each group of ports as enumerated in Sub-Section 3.15.

Final Report

- 5.4 The Consultant shall submit ten (10) copies per port of the Final Report and to be submitted within two (2) weeks from receipt of the review and comments of PPA incorporating said comments in the Report.

The Final Report shall outline the inventory, performance, findings and evaluation of the investigation works including recommendations/conclusions that are well-supported, relevant to the Terms of Reference, and can address/provide actionable steps to meet the objectives deemed necessary by PPA.

In addition to paper-printed copies, the Consultant shall submit the above-mentioned Reports in electronic media (USB flash drives) in a format and form replicating the paper-printed copies.

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

The Consultant shall also include in their consultancy proposal the costs for the provisions of transportation expenses, boat rental and other miscellaneous expenses that may be required by the Study.

The Final Report shall include annexes for the following:

- Enlarged plans showing the details and description of the type of port and marine structures.
- Enlarged plans showing the conditions of the structures and its structural members.
- As-built plans (hard and soft copies)
- Evaluation/Assessment Reports
- Laboratory Testing Reports

- Photographs
- Assessment of the present load limit of each structure of a port under study.
- Detailed plans and repair methodology for crane beams and rails (if applicable).
- Detailed plans and methodology for installation of cathodic protection (if applicable).
- Detailed plans of identified parts of structure/s showing the repair methodology.
- Program of Work (POW) for the proposed repair (with 3 complete canvasses from different suppliers for each of the materials used).
- Program schedule of maintenance and repair program or schedule of the port under this study for the next five (5) years, to include a detailed breakdown of work activities (including the frequency and type of work to be undertaken and how the work will be performed) for structures that are identified within the short-term timeframe (1-5 years).
- Technical Specifications of the materials to be used.

6. STAFFING REQUIREMENTS

The proposed consulting services shall be undertaken by experienced Consultants, whom in addition to the normal civil engineering skills, shall demonstrate a proven track record of the following specialization required:

- Structural design of marine facilities particularly wharf/pier and other similar port structures.
- Expertise in the assessment of the structural condition of existing pier/wharf structures and other marine structures.
- Specialization of materials in a marine environment.

The Team shall be composed of qualified staff with sufficient skills and experience necessary to undertake the task set out in the TOR. The suggested minimum staff requirement is as follows:

Key Staff	Support Staff
1-Project Manager (Structural Engineer)	1- Administrative Officer
1-Deputy Project Manager/Port Engineer	2-Technical Diver
1- Port Planner (Civil)	2-Non-destructive Testing (NDT) Instrument Operator/Interpreter
2-Materials Engineer/Civil Engineer	3- CAD Operator/Draftsman
2-Geodetic Engineer	1- Researcher
1-Mechanical Engineer	2- Computer Operator
1-Electrical Engineer	1- Utility/Messenger
2- Support Civil or Structural Engineer	
1- Safety Officer	
1- Cost Engineer (Civil Engineer)	

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

7. MINIMUM EQUIPMENT REQUIREMENTS

Type of Equipment	Quantity/Unit	Remarks
Topographic / Hydrographic Survey Equipment:		
1. Prism Less Electronic Total Station	2 units	1-Owned, 1-Owned/Leased
2. Surveying Equipment Accessories	Lot	Owned/ Leased
3. Global Positioning System (GPS)	4 units	2-Owned, 2-Owned/Leased
4. Echo Sounder with GPS	1 set	Owned/ Leased
Structural Testing Equipment:		
1. Rebound Hammer	4 units	Owned
2. Rebar Scanner	2 units	Owned
3. Concrete Coring Machine	3 sets	Owned
4. Portable Thickness Gauge	1 unit	Owned

8. UNDERTAKING OF THE AUTHORITY

- 8.1 The PPA will provide all previous relevant studies, if any, available reports, documents, drawings, maps, photographs, statistics and other information related to the Project as needed. However, the Consultant is still responsible for the accuracy and adequacy of all data.
- 8.2 The PPA will provide counterpart staff. The counterpart, Project Management Group (PMG) shall remain employees of PPA. The PMG will be headed by a Project Manager/Team Leader.
- 8.3 The PPA will provide the Consultant with access to port facilities covered under this study.

9. SURETY OR WARRANTY BOND FOR THE STUDY

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

10. SERVICE LEVEL AGREEMENT (LIQUIDATED DAMAGES FOR DELAY)

10.1. If the Consultant fails to deliver any or all of the Services with the period(s) specified in the Contract, the Philippine Ports Authority shall, without prejudice to its other remedies under the Contract and other Applicable Law, deduct from the contract price, as liquidated damages, as sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Philippine Ports Authority may consider termination of this Contract pursuant to GCC Clause 29.

11. CONFIDENTIALITY OF DATA

The ownership and all rights thereto of all gathered information, survey and testing results, drawings and reports generated, evaluation, recommendations and copies thereof including electronic files, prepared and furnished by the Consultant in the performance of the services subject of the Agreement shall be vested with the PPA.

12. WARRANTIES OF THE CONSULTANT

- a) The Consultant warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.
- b) The Consultant warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of PPA. It shall employ highly skilled, well behaved and honest employees with ID displayed conspicuously while working within the subject port facilities. The Consultant shall not employ PPA employees or their relatives to work in any category of the project whatsoever.
- c) The Consultant shall comply with the laws governing employees' compensation, PhilHealth, Social Security and/or labor standards and other laws, rules and regulations applicable to its personnel employed on account of contracted services. The Consultant shall pay its personnel not less than the minimum wage and other benefits mandated by law.
- d) The Consultant, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of the Regulatory Authorities and Commissions.
- e) The Consultant's personnel shall take all necessary precautions for safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- f) The Consultant shall coordinate with any authorized and/or designated PPA personnel in the performance of their jobs.

- g) The Consultant shall be liable for loss, damage, or injury that may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the PPA shall specifically release from any responsibility arising there from.

13. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is Php 58,338,845.14

14. SELECTION CRITERIA FOR PROPOSAL

The shortlisted Consultants shall be evaluated using the **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**.

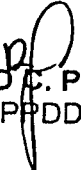
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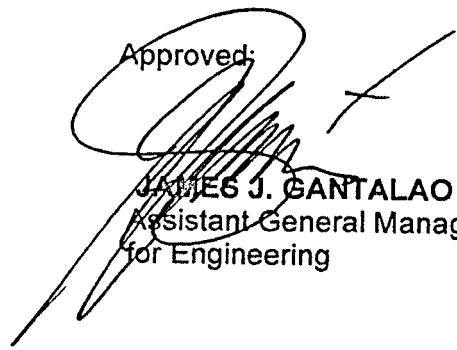
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