(c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

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

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

55. Lump Sum Contracts

55.1. For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.

55.2. Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3. shall be provided by the Consultant at no additional cost.

55.3. Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too

slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.

55.4. Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.

55.5. Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

55.6. Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

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

Section V. SPECIAL CONDITIONS OF CONTRACT

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: PPA's Corporate Budget for CY 2025.
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	"Not applicable".
8	The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in **GCC** Clause 8.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: **MARK JON S. PALOMAR** **Chairperson, HO-BAC-EP-CON** For the Consultant: _____
15.1	The addresses are: **Philippine Ports Authority** **MARK JON S. PALOMAR** **Chairperson, HO-BAC-EP-CON** Address: **PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila** Facsimile: Telephone Nos. 85278374-77 loc. 610 Email Address: mjspalomar@ppa.com.ph

	Consultants: Attention: Address:_____ Facsimile:_____ Email Address: _____
15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within 1 hour following confirmed transmission; or (c) in the case of telegrams, within 1 day following confirmed transmission.
18.3	Consultant's account where payment may be made:_____
19	No further instructions.
20	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
22	None
24	The time period shall be 12 months or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: (a) Technical and Survey Reports (b) Special Reports (c) Draft Final Report (hard & electronic copy) (d) Final Report (hard & electronic copy)

38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are: (a) Progress Billing. (b) Key Personnel Replacement. (c) Contract Time Extension (at no cost to Procuring Entity).
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or 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.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is ₱38,857,461.00.
52.2	No further instructions.
53.2	No additional instructions.
53.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening: 1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV; 2. the following transportation costs: (a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class; (b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6)

	consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed; (c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and (d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV; 3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services; 4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV; 5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: *[insert amount]*; 6. the cost of shipment of personal effects up to *[insert amount]*; 7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV; 8. the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV; 9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV; 10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity; 11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.

	NOTE: *Items that are not applicable should be deleted; others may be added.* 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, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 2. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 3. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity; 4. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 5. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity. ***NOTE:*** *Items that are not applicable should be deleted.*
53.5(a)	The following provisions shall apply to the advance payment and the advance payment guarantee: (a) An advance payment of 15% in Philippine peso shall be made within 30 days after the Effective Date. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the first 5 months of the Services until the advance payment has been fully set off. (b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.
53.5(c)	The interest rate is: *0%*.
55.6	No further instructions.

Section VI. TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS

1. INTRODUCTION

1.1. The Philippine Ports Authority (PPA) wishes to engage the services of a consulting firm to Conduct Feasibility Studies and Formulate Master Plans for selected ports in accordance with the Guidelines on the Procurement of Consulting Services for Government Projects and following the provisions of **Republic Act No. 9184** and its Revised IRR.

1.2. The proposed undertaking has been prioritized for urgent implementation under PPA's CY 2025 Approved Plans and Program (APP) contained in its Medium–Term Public Investment Program (MTPIP CY 2024-2028).

1.3. These Terms of Reference are intended to convey the Scope of Services required of the Consultant.

1.4. This undertaking shall cover the following ports:

1. Valugan Boulder Bay, San Joaquin, Basco, Batanes
2. Plaridel, Siain, Quezon
3. Pambuhan, Mercedes, Camarines Norte
4. Oton, Iloilo
5. Can-aybon, Sulat, Eastern Samar
6. Borongan, Eastern Samar
7. Medina, Misamis Oriental
8. Magsaysay, Misamis Oriental
9. Pantukan, Davao de Oro
10. Jolo, Sulu

2. OBJECTIVES OF THE STUDY

2.1. The general objective of this package of feasibility studies and master plans is to meet the increasing port services required for various regions agri-industrial development and tourism enhancement and to determine the long-term directions in the development of the selected ports and to evaluate the **technical soundness, operational and economic feasibility and financial viability** of any proposed short-term improvements at and/or expansion of these selected ports as well as to undertake **Initial Environmental Examinations** (IEE) and to recommend the conduct of full-blown **Environmental Impact Assessments** (EIA), if and where warranted.

2.2. The specific objectives are as follows:

1. To determine the future traffic and to analyze the present technical and operational conditions of the ports including the surrounding environmental conditions and to present an actual port orientation relative to the prevailing current, wind, tidal monsoon conditions/history, and current flow;

2. To determine the required improvements and/or additional port facilities and equipment to be provided, if any, to handle the future traffic and the manner by which the ports should be operated and managed;

3. To assess the strategic importance of the port;

4. To determine the effect of climate change in the port;

5. To determine if inclusion of the port in the Road RO-RO Transport System (RRTS), and in the Major RORO Routes is feasible and to make appropriate recommendations thereon;

6. To determine the economic feasibility of the proposed projects, that is, from the viewpoint of the national economy;

7. To determine the financial viability of the proposed projects **if private operators** were to undertake the financing, construction, maintenance, operation and management of the Port;

8. To determine the financial viability of the proposed projects **if PPA** were to undertake the financing, construction, maintenance, operation and management of the Port;

9. To determine **if a joint venture between PPA and private sector** is financially viable and doable;

10. To determine the impact of the proposed projects on the overall and long-term financial viability of the PPA under the three scenarios (by private port operators, by PPA itself and PPA-Private Sector joint venture);

11. To conduct IEEs of the proposed projects with regard to their respective surrounding areas and to define the courses of action to be undertaken to mitigate such impact and, if and where warranted, to recommend the conduct of full-blown EIAs.

12. To assess the port in terms of its requirements for **computerization** and in compliance under the International Ship and Port Facility Security (**ISPS**) Code.

3. SCOPE OF WORK

The Consultant shall render all the required and necessary services to achieve the abovementioned objectives in accordance with internationally accepted standards, conventions and practices for the conduct of Port Feasibility Studies and Master Plans. The Scope of Services to be undertaken by the Consultant shall include but shall not be limited to the following:

3.1. PREVIOUS STUDIES AND INVESTIGATIONS

1. The Consultant shall review previous studies, if any, related to the projects. The Consultant shall also review past investigations made within the project sites such as surveys and investigations and determine the adequacy of available data and information in relation to the requirements of this Study.

2. Within **two (2) months from the start of the Study**, the Consultant shall submit an **Inception Report** incorporating among others its findings on the previous studies and reports and recommend additional surveys and investigations that may be required.

3.2. EXISTING CONDITIONS AND DEMAND

1. The Consultant shall review and analyze past and present oceanographic, meteorological, seismic and other data relating to the physical and natural conditions likely to affect the planning, design, orientation and operation of the selected ports with the implementation of the respective proposed projects. The Consultant shall also analyze the siltation condition of the port as one of the factors to be considered in the design and orientation of the port.

2. The Consultant shall investigate the existing port facilities to determine their physical conditions with the end in view of recommending any repairs and/or rehabilitation works to be undertaken. Within **four (4) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on Existing Facilities,** for each study port.

3. The Consultant shall define and analyze the present system of port operations to include the handling systems and procedures, adequacy of cargo handling equipment, open and closed storage areas, port labor force, utilization of the port facilities, productivity as well as determine the capacity of the various existing port facilities. The Consultant shall analyze also the waiting and service times of vessels, berth throughput and berth occupancy.

4. The Consultant shall analyze the adequacy of cargo handling services, ancillary services like pilotage, safety and security within the Port and its harbor, equipment maintenance facilities, garbage/waste disposal, etc. The Consultant shall also analyze the adequacy of the land and water access to the ports.

5. Based on the analysis of port operations, physical and natural conditions and other factors, the Consultant shall analyze the present productivity and capacity of the selected ports and, if warranted, analyze and recommend achievable productivities and capacities of the ports. Within **six (6) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on the Existing Operational System** for each study port.

6. The Consultant shall review and analyze past data on cargo, vessel, passenger and vehicle traffic. The analyses of the cargo traffic shall be segregated into foreign and domestic cargo, inward and outward as well as containerized (lift-on/lift-off, roll-on/roll-off or other type of handling), dry bulk, liquid bulk, break-bulk and other non-containerized cargo. The various commodity types shall be analyzed as to volume, level of containerization and other characteristics. The particulars of vessels in terms of length overall (LOA), GRT, DWT, required water depth, etc., shall also be looked into. The passenger traffic shall be classified into foreign and domestic and categorized into disembarking, embarking, and cruise passengers. The vehicle traffic shall be segregated into outbound and inbound, and by classification (type 1, type 2, type 3, and type 4 vehicles).

7. The Consultant shall prepare forecasts of cargo, vessel, passenger and vehicle traffic, with details of the methods and parameters used in the projection. The projections must show in detail the source and segregation of foreign and domestic cargo, inward and outward cargo, disembark, embark and cruise passengers, containerized (volume and TEUs/Boxes) and non-containerized cargo. In the forecasts of containerized cargo, the Consultant shall analyze the type of commodities, determine the future level of container usage. In the forecasts of vehicle traffic, the Consultant shall indicate the projected average load/operating weight of vehicles, with factor/s used in converting the vehicles into its load/operating weight, and percentage distribution of vehicles per classification. The forecasts of vessel traffic must indicate the projected average shipload, number of ship-calls and other particulars that are required for the proposed developments.

   The traffic forecasts should not be limited only to the normal traffic but the Consultant shall assess and take into account relevant economic activities and development within the influence area of the port that may generate additional traffic, if any.

   Likewise, the Consultant shall take into consideration existing and planned development or expansion of nearby ports which may affect the forecasting of port traffic. The Consultant shall assess probable diversion of traffic taking into consideration travel time and transport costs, among others. If such diverted traffic is likely, the projection should show separately the normal from the generated/induced and/or diverted traffic.

The Consultant shall present the regional and local socio-economic framework and its port hinterlands, considering that these are some of the sources of the port's cargo traffic and correspondingly on the port's required future expansion.

8. The projection of traffic shall be on a yearly basis for the next ten years (2027 to 2036) and every five years thence for the next fifteen years for a total of 25 years.

9. The Consultant shall submit a Port Traffic Forecast Model, which should be in a traceable formula format (methods/assumptions/parameters used in the projection of port traffic including analysis of past or future data shall be shown in a Microsoft Excel work sheets).

10. The Consultant shall ensure that all traffic forecasts are determined impartially, fairly and as a result of extensive consultations, if necessary through public hearings, with all stakeholders. Within **seven (7) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on Traffic Forecasts** for each study port describing the methodology, assumptions and parameters used in preparing the forecasts.

11. The Consultant shall formulate a Master Plan for each of the selected ports based on 25-year forecasts. As much as possible, the Consultant shall prepare the short, medium and long term plan and at least three alternative schemes of the Master Plan taking into consideration the physical and natural conditions, among others. The advantages and disadvantages for each alternative shall be presented together with the recommended option.

    Where there are limitations on the existing location of the port in terms of its future expansion, and/or limitation in terms of land- and water-side access to the existing port, the Consultant shall assess other sites for the port expansion and recommend a suitable port site. Such recommendation shall be incorporated in the Master Plan.

    The Consultant shall also analyze the existing and future road access to the port to prevent a situation where usage of modern facilities will be hindered due to poor road access.

12. On the basis of the projections (demand) and the capacity of the port (supply), the Consultant shall determine the need to improve and/or expand the port facilities using the projected traffic of 2036 as the design traffic. Within **eight (8) months from the start of the Study**, the Consultant shall submit a separate **Technical Paper on the Port Master Plan** for each study port.

3.3. PROPOSED DEVELOPMENT AND OPERATION

1. Taking into consideration the comments of various stakeholders on the Consultant's initial traffic forecasts, the Consultant shall refine the traffic forecasts as well as the Master Plan that PPA will adopt.

2. On the basis of the design traffic year of 2036, the Consultant shall determine the port facilities required and define the improvements, additional port facilities and/or expansion to handle the traffic in the design year.

3. The Consultant shall determine the types of berths, the optimum number of such berths, the berth lengths, storage areas and other port facilities required both on the landside and waterside as well as the preliminary design of the structures and estimated costs of such facilities within a ± 15% level of accuracy. The Consultant shall also undertake the preliminary design and prepare cost estimates for any repair/rehabilitation work on the existing facilities, if any. The estimated costs shall be prepared based on a pay-item basis.

4. The Consultant shall define the appropriate cargo handling systems and procedures, the type and number of equipment appropriate for the proposed physical development, organizational structure and staffing for the private operators, including the determination of the investment, repair/maintenance and operating costs. Such investment and operating costs shall be segregated between that of PPA, if any, and the private operator.

5. The Consultant shall prepare the preliminary design criteria for both the physical structures and the proposed cargo handling equipment.

6. The Consultant shall prepare the detailed port layout plans including details of major items and dimensions of the same in metric units as well as the implementation schedules.

7. Within **nine (9) months from the start of the Study**, the Consultant shall submit a **Technical Report on the Preliminary Engineering and Port Development Plan,** to include cost estimates of the recommended development project in each study port.

8. Within **ten (10) months from the start of the Study**, the Consultant shall submit an **Interim Report** showing all their findings based on the Scope of Work of Items 3.1, 3.2 and 3.3 above and as contained in the Technical Papers previously submitted incorporating all the comments and suggestions of all stakeholders.

3.4. ECONOMIC EVALUATION

1. The Consultant shall prepare the conceptual framework for the economic evaluation explaining criteria to be used for the evaluation of economic benefits, the concepts to be used in the analysis of the project costs into its economic and financial values, treatment for the shadow pricing to arrive at the economic costs and benefits and the discount rate to be used, among others.

2. The Consultant shall identify, explain and quantify the quantifiable economic benefits and economic costs.

The economic benefits shall constitute an increase in output or savings in resource use, e.g. reduced vehicle operating costs, travel time savings, reduced vessel service/waiting time, inventory cost savings, etc. On the other hand, the basic guidelines in identifying the costs of a project stem from the definition of cost itself or activities that involve use of real resources. Cost items are usually classified into two (2) types which are capital costs and operating and maintenance costs.[1]

3. The Consultant shall then determine the economic feasibility of each of the projects (i.e. economic internal rate of return, economic net present value and benefit-cost ratio) based on the calculated stream of economic benefits and costs. The period of economic evaluation shall be for 25 years.

4. The Consultant shall undertake sensitivity analyses on the economic evaluation.

5. The Consultant shall submit an Economic Model, which should be in a traceable formula format (assumptions/inputs shall be shown in a summary sheet that are linked to the relevant work sheets of the model) and contain information that are up-to-date.

3.5. FINANCIAL EVALUATION

1. The Consultant shall prepare the conceptual framework for the financial evaluation explaining the criteria to be used for evaluating financial costs and revenues.

2. The Consultant shall identify and quantify all relevant financial costs and financial revenues.

3. The Consultant shall determine the financial viability of each of the projects (i.e. free cash flows to firm and equity holders, project and equity internal rates of return, project and equity net present value, weighted average cost of capital, cost of equity components based on Capital Asset Pricing Model (CAPM)) under various development and tariff scenarios involving private sector participation (e.g. Public-Private Partnership (PPP) modality, Joint Venture Agreement), PPA Port Terminal Management Regulatory Framework (PTMRF) and involving development solely by PPA. Should the Project be **not financially viable** using the existing tariff, the Consultant shall determine the tariff scenarios that would yield Financial Internal Rates of Return of 10 percent 15 percent and 20 percent.

   The financial analysis shall also contain the following: a) projected balance sheet of the project for its full life cycle; b) income statement of the project for its full life cycle; c) cash flows statement of a project for its full life cycle; d) calculations on bankability (e.g. debt service coverage ratio); and e) amounts to be paid and schedule of payments of firm liabilities.

[1] Based on the Investment Coordination Committee (ICC) Project Evaluation Procedures and Guidelines.

4. The Consultant shall undertake sensitivity analyses on the financial evaluation.

5. The Consultant shall submit a Financial Model, which should be in a traceable formula format (assumptions/inputs shall be shown in a summary sheet that are linked to the relevant work sheets of the model) and contain information that are up-to-date.

6. Within **eleven (11) months from the start of the Study**, the Consultant shall submit a **Draft Final Report** of the master plans and feasibility studies for the review of PPA. The report shall contain all the findings, analyses, calculations, plans, drawings and recommendations. The **Final Report** shall be submitted by the Consultant **within one month from the receipt of the comments** of PPA incorporating said comments in the Report.

3.6. INITIAL ENVIRONMENTAL EXAMINATION

1. The Consultant shall undertake Initial Environmental Examinations on the impact of the proposed projects to include but not be limited to

    - Impact relating to the project location
    - Impact during construction
    - Impact during port operation

2. Such IEEs shall be undertaken in preparation, if and were warranted, for any recommended full-blown Environmental Impact Assessment (EIA) required under Philippine laws, policies, rules and regulations of the Department of Environment and Natural Resources (DENR) and other concerned government agencies. **Within ten (10) months from the start of the Study, if an EIA is recommended and justified for a particular study port, the Consultant shall prepare and submit appropriate Terms of Reference (TOR) to the PPA which will be bid out under a separate consultancy contract.**

3. The results of such IEEs shall be included in the Draft Final Report.

3.7. TERMS OF REFERENCE FOR DETAILED ENGINEERING

1. In the event that PPA shall undertake the projects itself, the Consultant shall prepare the Terms of Reference for the procurement of detailed engineering consultancy services similar in format to these TOR. This shall be in a separate cover and submitted together with the Draft Final Report of the feasibility studies.

4. SCHEDULE

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. OTHER RELATED TASK

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

6. REQUIRED EXPERTISE, PROPOSALS, REPORTS, FACILITIES AND EQUIPMENT

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

- Project Manager/Port Planner
- Deputy Project Manager/Port Design Engineer
- Civil/Structural Engineer
- Electrical Engineer
- Port Operation Specialist
- Economist
- Financial Analyst
- Cost Engineer (Civil Engineer)
- Transport Economist
- Geotechnical Engineer (Civil Engineer)
- Geodetic Engineer
- Environmental Specialist

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.

The reports to be submitted are those as specified above. In addition, the Consultant may be required to submit monthly progress and special reports to be submitted on or before the 3rd day of the month. The number of copies of the reports shall be as follows.

1. Inception Report	11 copies
2. Technical Paper on Existing Facilities	3 copies per port
3. Technical Paper on Existing Operational System	3 copies per port
4. Technical Paper on Traffic Forecasts	3 copies per port
5. Technical Paper on Port Master Plan	3 copies per port
6. Technical Paper on Preliminary Engineering & Port Development Plan	3 copies per port
7. Interim Report	3 copies per port
8. Draft Final Report	3 copies per port

9. Final Report (with separate Executive Summary per port)	7 copies per port
10. Initial Environmental Examination Report (with TOR for EIA if recommended, per port)	2 copies
11. Monthly Progress Reports	9 copies
12. Special Reports	as needed
13. TOR for Detailed Engineering	2 copies per port

In addition to paper-printed copies, the Consultant shall submit the following in **electronic media, e.g. compact disc-rewritable (CD-RW), USB flash drive, in a format and form replicating the paper-print copies**:

1. Inception Report
2. Technical Paper on Existing Facilities
3. Technical Paper on Existing Operational System
4. Technical Paper on Traffic Forecasts
5. Technical Paper on Port Master Plan
6. Technical Paper on Preliminary Engineering & Port Development Plan
7. Interim Report
8. Draft Final Report
9. Final Report (with separate Executive Summary per port)
10. IEE Report or TOR for EIA if recommended
11. Monthly Progress Reports
12. Special Reports
13. TOR for Detailed Engineering

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

The Consultant shall also include in their consultancy proposal the costs for the provisions of domestic travel expenses, communication expenses, cost of office supplies, and cost of printing/binding and reproduction of reports to be submitted, etc. that may be required by the Study.

7. RESPONSIBILITIES OF PPA

a. The PPA will provide all previous studies, available reports, documents, drawings, maps, photographs, statistics and other information related to the Project as needed. However, the Consultant is still responsible for the accuracy and adequacy of all data.

b. The PPA may provide counterpart staff. The counterpart staff, if provided, shall remain employees of PPA. The PPA staff will be headed by a Project Manager.

8. SURETY OR WARRANTY BOND FOR THE STUDY

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

9. LIQUIDATED DAMAGES FOR DELAY

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

10. APPROVED BUDGET FOR THE CONTRACT

The **Approved Budget for the Contract (ABC)** is **PhP38,857,461.00.**

11. SELECTION CRITERIA FOR PROPOSAL

The shortlisted Consultants shall be evaluated using the **Quality-Cost Based Evaluation (QCBE)** procedure under R.A. 9184 and its Revised IRR at **eighty-five percent (85%)** for the **Technical Proposal** (with a Minimum Qualifying Mark of 70%) and **fifteen percent (15%)** for the **Financial Proposal**.

Prepared by:

JOVANI F. GABITAN
Senior Economist A

Checked by:

DANTE B. TEJADA
Principal Engineer A

Reviewed by:

MELODY E. ESPIRIDION
Manager, PPD

Recommending Approval:

REYNAND C. PARAFINA
Manager, PRDD

Approved by:

JAMES J. GANTALAO
Assistant General Manager
for Engineering

Section VII. BIDDING FORMS

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

In accordance with **GCC** Clause 18 we acknowledge and accept the PROCURING ENTITY's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

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

We remain,

Yours sincerely,

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

TPF 2. CONSULTANT'S REFERENCES

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

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

<table>
<tr><td colspan="2">Project Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Nº of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>Nº of Staff-Months; Duration of Project:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Current US$):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Nº of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

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

TPF 5. TEAM COMPOSITION AND TASK PROJECTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

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

_____

Education:

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

_____

Employment Record:

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

_____

Languages:

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

Certification:

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

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

Full name of staff member: _____
Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

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

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Location _____

Signature:___
(Authorized representative)

Full Name:_____

Title:_____

Address:_____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	[1st, 2nd, etc. are months from the start of project.]												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

   [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards

Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month] [year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

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

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

We remain,

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

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies)[7]	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

[7] In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:_____	Activity No.:_____	Description:_____
Price Component	Currency(ies)[8]	Amount in Philippine Peso
Remuneration Reimbursables Miscellaneous Expenses Subtotal		_____

[8] In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No._____		Name:_____		
Names	Position	Input[9]	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

9 Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No:_____ Name:_____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs[10]				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

[10] Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. MISCELLANEOUS EXPENSES

Activity No._____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS

ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A. REMUNERATION				
1. Billing Rate Key Staff	MM			
VAT (12% of 1)				
TOTAL A.1				
2. Billing Support Staff	MM			
VAT (12% of 2)				
TOTAL A.2				
TOTAL FOR A				
B. REIMBURSABLE COST				
1. Office Supplies Cost	month	12.00		
2. Communication Expenses	MM	-		
3. Air/Land/Sea Fare/Per Diem/Misc.	lot	1.00		
4. Printing/Binding and Reproduction of Reports	lot	1.00		
TOTAL FOR B				
C. CONDUCT OF FEASIBILITY STUDY				
1. Geotechnical Investigation	port	10.00		
2. Hydrographical and Topographical Surveys	port	10.00		
3. Initial Environmental Examination	port	10.00		
TOTAL FOR C				
TOTAL COST				

CONSULTANCY SERVICES FOR THE CONDUCT OF FEASIBILITY STUDIES AND FORMULATION OF MASTER PLANS AT SELECTED PORTS

POSITION	INPUTS M/M	BASIC SALARY PER MONTH	MULTIPLIER	BILLING RATE PER MONTH	AMOUNT
KEY STAFF					
PROJECT MANAGER / PORT PLANNER					
DEPUTY PROJECT MANAGER / PORT DESIGN ENGINEER					
CIVIL/STRUCTURAL ENGINEER					
ELECTRICAL ENGINEER					
PORT OPERATION SPECIALIST					
ECONOMIST					
FINANCIAL ANALYST					
COST ENGINEER (CIVIL ENGINEER)					
TRANSPORT ECONOMIST					
GEOTECHNICAL ENGINEER (CIVIL ENGINEER)					
GEODETIC ENGINEER					
ENVIRONMENTAL SPECIALIST					
SUBTOTAL FOR KEY STAFF					
				12% VAT	
TOTAL FOR KEY STAFF					
SUPPORT STAFF					
ADMINISTRATION OFFICER					
RESEARCHER 1					
RESEARCHER 2					
CAD OPERATOR					
COMPUTER OPERATOR					
UTILITY/MESSENGER					
SUBTOTAL FOR SUPPORT STAFF					
				12% VAT	
TOTAL FOR SUPPORT STAFF					
TOTAL COST FOR RENUMERATION					₱

FORM OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

   (a) General and Special Conditions of Contract;

   (b) Terms of Reference

   (c) Request for Expression of Interest;

   (d) Instructions to Bidders;

   (e) Bid Data Sheet;

   (f) Addenda and/or Supplemental/Bid Bulletins, if any;

   (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   (h) Eligibility requirements, documents and/or statements;

   (i) Performance Security;

   (j) Notice of Award of Contract and the Bidder's conforme thereto;

   (k) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

_____

Binding Signature of Consultant

_____

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

Section VIII. APPENDICES

Section VIII. Appendices

1. Description of Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

2. Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

3. Key Personnel and Subconsultants

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.

2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.

3. Same information as in no.1 for Key Local Personnel.

4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

4. Breakdown of Contract Price

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures

3. Applicable taxes

5. Services and Facilities Provided by the Client

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

6. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

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

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

---

[11] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

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

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

2. Reimbursables

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

3. Bank Guarantee

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

7. BREAKDOWN OF AGREED FIXED RATES[12]

[Currencies:_____[13]]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate[14]	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Philippines									
Home Office									

Signature of Consultant:_____ Date:_____

Authorized Representative:_____ Name:_____

Title:_____

12 This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

13 If different currencies, a different table for each currency should be used.

14 Per month, day, or hour as appropriate.