PHILIPPINE PORTS AUTHORITY

PORT MANAGEMENT OFFICE-BATANGAS
PPA ADMIN. BLDG., PORT ACCESS ROAD
CALICANTO, BATANGAS CITY

# PROPERTY APPRAISAL SERVICES FOR THE PROPOSED ACQUISITION OF PROPERTIES COVERED BY BATANGAS PORT DEVELOPMENT PROJECT - PHASE III AREA

***PORT OF BATANGAS***
***BATANGAS CITY***

## BID DOCUMENTS

Project Reference No. 07-2017

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# Section I
# Request for Expression of Interest



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ISO 9001:2008 CERTIFIED
by TÜV Rheiland Phils. Inc.
Facilitation of Vessel Entrance and Clearance Process
CERTIFICATION No. 01 100 106294

# REQUEST FOR EXPRESSION OF INTEREST FOR PROPERTY APPRAISAL SERVICES FOR THE PROPOSED ACQUISITION OF PROPERTIES COVERED BY BATANGAS PORT DEVELOPMENT PROJECT - PHASE III AREA

The Philippine Ports Authority PMO Batangas (PPA PMOB), through its Corporate Operating Budget for CY 2017, intends to apply the sum of NINETY THOUSAND PESOS (P90,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Property Appraisal Services for the Proposed Acquisition of Properties covered by Batangas Port Development Project - Phase III Area (Project Reference No. 07-2017).

The **PPA PMOB** now calls for the submission of eligibility documents for the following Scope of Services:

a) Provide quality and timely appraisal of Current and Fair Market Valuation (CFMV) of the lots enumerated in **Annex "A"** of the Terms of Reference hereof, the replacement cost of structures/improvements, if any; and the CFMV of crops and trees, if any.

b) To recommend the appropriate price offer for negotiated sale of the properties covered.

The schedule of activities is as follows:

| Procurement Activities | Schedule | | |
|---|---|---|---|
| | Time | Date | Venue |
| Posting of request for expression of interest / Issuance of Eligibility Documents | | October 20-27, 2017 | PMO-Batangas, 5th Floor, PSD Room, PPA Admin. Bldg. Port Access Road, Calicanto, Batangas City Road |
| Deadline of Submission of Eligibility Documents | 9:00 A.M. | October 27, 2017 | |
| Eligibility Check and Shortlisting | 9:30 A.M. | | |
| Pre-bid Conference | 10:00 A.M | November 3, 2017 | |
| Deadline for Submission and receipt of Bids | 9:00 A.M. | November 15, 2017 | |
| Opening of Bids | 9:30 A.M. | November 15, 2017 | |

The BAC shall draw up the short list of consultants from those who have submitted eligibility documents and have been determined as eligible in accordance with the provisions of Republic Act 9184 (R.A. 9184) otherwise known as the "Government

Procurement Reform Act," and its 2016 Revised Implementing Rules and Regulations (IRR).

The short list shall consist of not more than FIVE (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing shall be as follows:

Eligibility of prospective bidders shall be checked using a non-discretionary "pass/fail" criteria, as specified in the 2016 Revised IRR of R.A. 9184.

Short listing of eligible consultants will be done based on the following criteria: 1) Applicable experience of the consultant; 2) Qualification of Lead/Head Real Property Appraiser to be assigned to the job; and, 3) Plan of Approach and Methodology.

Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.

The PPA PMOB-BAC-PGCS shall evaluate bids using the Quality-Cost Based Evaluation (QCBE) procedure. The weight to be allocated for the Technical Proposal is 60% while for the Financial Proposal, the weight is 40%. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

All particulars relative to Eligibility Statements and Screening, Bid Security, Performance Security, Pre-Bidding Conference(s), Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of R.A 9184 and its 2016 Revised Implementing Rules and Regulations (IRR).

For further information, please refer to:

**JOCELYN P. BOONGALING**
Head, BAC Secretariat
4th Floor, Administrative Division
PPA Admin. Bldg., Port Access Road,
Calicanto, Batangas City
Telefax Nos. (043) 723-9173; (043) 723-8704
E-MAIL : **bacbgs@yahoo.com**
**psdpmob@yahoo.com**

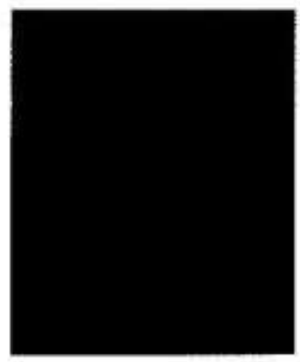
- Cost of Bid Documents : P 560.00

**(SGD)**
**RESTITUTO S. SEBOLLENA**
Chairman, BAC-PGCS

Noted:

**(SGD)**
**LEOPOLDO C. BISCOCHO, JR.**
Port Manager/Head of Procuring Entity

# *Section II*
# Eligibility Documents



1. Eligibility Criteria

1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) interest belongs to citizens of the Philippines; or

(e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the EDS.

1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the qualifications stated in the EDS.

1.4. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

**2.** Eligibility Requirements

2.1. The following eligibility requirements shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

(a) Class "A" Documents –

*Legal Documents*

(i) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the EDS;

(ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(iii) Tax Clearance certificate per E.O. 398, s. 2005, as finally reviewed and approved by the BIR.

*Technical Documents*

(iv) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the EDS. The statement shall include, for each contract, the following:

(iv.1) the name and location of the contract;

(iv.2) date of award of the contract;

(iv.3) type and brief description of consulting services;

(iv.4) consultant's role (whether main consultant, subcontractor, or partner in a JV)

(iv.5) amount of contract;

(iv.6) contract duration; and

(iv.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract;

(v) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2.

*Financial Document*

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

(b) Class "B" Document –

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

submission of technical and financial documents by any of the joint venture partners constitutes compliance.

2.2. In the case of foreign consultants, the foregoing eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the foreign consultant's country.

2.3. The eligibility requirements or statements and all other documents to be submitted to the BAC must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the eligibility requirements under Classes "A" and "B" Documents if they are in other foreign language.

2.4. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subcontractors may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

2.5. If a prospective bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in Clause 2.1 above.

**3.** Format and Signing of Eligibility Documents

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

3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.

3.3. The eligibility documents, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the prospective bidder.

3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

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

4.1. Unless otherwise indicated in the EDS, prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy of shall be similarly sealed duly marking the envelopes as "COPY NO. ___ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

4.2. The original and the number of copies of the eligibility documents as indicated in the EDS shall be typed or written in indelible ink and shall be signed by the prospective bidder or its duly authorized representative/s.

4.3. All envelopes shall:

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

(b) bear the name and address of the prospective bidder in capital letters;

(c) be addressed to the Procuring Entity's BAC specified in the EDS;

(d) bear the specific identification of this Project indicated in the EDS; and

(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.

4.4. If the eligibility documents are not sealed and marked as required, the Procuring Entity will assume no responsibility for its misplacement or premature opening.

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

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

**6.** Late Submission of Eligibility Documents

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

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

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

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

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

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

8.1. The Procuring Entity's BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders'

representatives who choose to attend, at the time, on the date, and at the place specified in the EDS. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

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

8.3. A prospective bidder determined as "ineligible" has seven (7) calendar days upon written notice or, if present at the time of the opening of eligibility documents, upon verbal notification, within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the prospective bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed prospective bidder signifies his intent to file a request for reconsideration, in the case of a prospective bidder who is declared ineligible, the BAC shall hold the eligibility documents until such time that the request for reconsideration or protest has been resolved.

8.4. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:

(a) the name of the prospective bidder;

(b) whether there is a modification or substitution; and

(c) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.

8.5. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "eligible." If a prospective bidder is rated "failed" in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as "ineligible." In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

**9.** Short Listing of Consultants

9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the EDS shall be considered for short listing.

9.2. The BAC of the Procuring Entity shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the EDS.

9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Letter of Invitation to Bid issued by the BAC of the Procuring Entity.

9.4. Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their bids that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.

# *Section III*
# Eligibility Data Sheet



Eligibility Data Sheet

| Eligibility Documents | |
|---|---|
| 1.2 | Property Appraisal Services<br><br>Independent Property Appraiser [IPA] accredited by either Bangko Sentral ng Pilipinas [BSP] or a professional association of appraisers recognized by the BSP.<br><br>Real Property appraiser and valuer must be duly licensed by the Professional Regulatory Commission [PRC] and registered with Professional Regulatory Board of Real Estate Service [PRBRES]. |
| 1.3 | No further instructions. |
| 2.1<br><br>(i) | No additional Requirements |
| (iv) | The statement of all ongoing and completed government and private contracts shall include all such contracts prior to the deadline for the submission and receipt of eligibility documents. |
| (iv.7) | Certificate of satisfactory completion of completed contracts only |
| 4.2 | Each prospective bidder shall submit one (1) original and four (4) copies of its eligibility documents. All documents shall be in 8.5 inches x13 inches bond paper. |
| 4.3(c) | BIDS AND AWARDS COMMITTEE FOR THE PROCUREMENT OF GOODS AND CONSULTANCY AND OTHER SERVICES (BAC-PGCS) |
| 4.3(d) | PROPERTY APPRAISAL SERVICES FOR THE PROPOSED ACQUISITION OF PROPERTIES COVERED BY BATANGAS PORT DEVELOPMENT PROJECT - PHASE III AREA<br><br>(PROJECT REFERENCE NO. 07-2017) |
| 5 | The address for submission of eligibility documents is:<br><br>**Philippine Ports Authority-PMO Batangas**<br>**Port Services Division**<br>**5th Floor, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City**<br><br>**RESTITUTO S. SEBOLLENA**<br>**Chairperson, BAC-PGCS**<br>**Tel/Fax. No. (043)723-8704**<br>**e-mail: psdpmob@yahoo.com**<br><br>The deadline for submission of eligibility documents is:<br><br>**on before 9:00 A.M., October 27, 2017** |

| | |
|---|---|
| 8.1 | The place of opening of eligibility documents is<br><br>**Port Services Division, 5th Floor, PPA Administration Bldg., Port Access Road, Calicanto, Batangas City**<br><br>The date and time of opening of eligibility documents is **9:30 A.M., OCTOBER 27, 2017** |
| 9.1 | No further instructions. |
| 9.2 | **Short listing of eligible consultants will be done based on the following criteria:** |

| Criteria | Weight (%) |
|---|---|
| 1.) Applicable experience of the consultant | **50** |
| a) Length of service as consultant<br>15 and above.....25<br>10-14.....23<br>9 and below.....21 | (25) |
| b) Number of projects handled as property appraisal consultant<br>21 and above.....25<br>11-20.....23<br>10 and below.....21 | (25) |
| 2.) Qualification of Lead Real Property Appraiser to be assigned to the job | **30** |
| a) Education<br>Doctorate Degree.....10<br>Masteral Degree.....8<br>Bachelors Degree.....6 | (10) |
| b) Relevant Trainings<br>201 and above hours.....10<br>101 to 200 hours.....8<br>100 and below hours.....6 | (10) |
| c) Number of projects handled as appraiser<br>21 and above.....10<br>11 to 20.....8<br>10 and below.....6 | (10) |
| 3.) Plan of Approach and Methodology | **20** |
| a) Number of days to complete the project<br>30 calendar days and below.....10<br>31 to 45 calendar days.....8<br>46 to 63 calendar days.....6 | (10) |
| b) Methodology | (10) |

*Section IV*

# Instructions to Bidders



# Bidding Documents

# Republic of the Philippines

## PROPERTY APPRAISAL SERVICES FOR THE PROPOSED ACQUISITION OF PROPERTIES COVERED BY BATANGAS PORT DEVELOPMENT PROJECT - PHASE III AREA

*Property Appraisal Services*

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## A. General

### 1. Introduction

1.1. The Procuring Entity named in the Bid Data Sheet (BDS) shall select an individual, sole proprietorship, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the BDS.

1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the BDS (hereinafter called the "Funding Source") toward the cost of the Project named in the BDS. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.

1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the BDS. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.4. If the BDS indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.

1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in ITB Clause 7.

1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.

1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, or coercive practices issued by the Funding Source or the Procuring Entity in accordance with ITB Clause 3.1.

### 2. Conflict of Interest

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

(a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment;

(b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or

(c) If there is a conflict among consulting projects, the Consultant (including its personnel and subcontractors) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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

(a) If the Consultant is an individual or sole proprietorship, then to himself;

(b) If the Consultant is a partnership, then to all its officers and members;

(c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders; or

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

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

2.3. Subject to the provisions of ITB Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid.

Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.

2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GOP) as part of its personnel. Participation of officials and employees of the GOP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.

2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

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

3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GOP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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

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

**4.** Consultant's Responsibilities

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in ITB Clause 10.2(c).

4.2. The Consultant is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

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

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 8.3.

(e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and

(j) Complying with existing labor laws and standards, if applicable.

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

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

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

4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GOP which may affect the contract in any way.

4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7. Consultants should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

**5.** Origin of Associated Goods

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

**6.** Subcontracts

6.1. Unless otherwise specified in the BDS, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of

any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.

6.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.

6.3. The Consultant may identify the subcontractor to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subcontractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid.

## B. Contents of Bidding Documents

**7.** Pre-Bid Conference

7.1. If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.

7.2. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

7.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

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

8.1. Consultants who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

8.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

8.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Consultants who secure the Bidding Documents to

inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

## C. Preparation of Bids

**9.** Language of Bids

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Consultant and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the bid.

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

10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.

(b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the BDS shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.

(c) Proposed professional staff must, at a minimum, have the experience indicated in the BDS, preferably working under conditions similar to those prevailing in the Republic of the Philippines.

(d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

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

(a) Bid security as prescribed in ITB Clause 15. If the Bidder opts to submit the bid security in the form of:

(i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(ii) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.

(b) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subcontractor, if any, following the formats described in Section VIII. Terms of Reference:

(i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subcontractor on projects of a similar and related nature as required in form TPF 2. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subcontractors, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

(ii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR.

(iii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.

(iv) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

(v) An organization chart indicating relationships amongst the Consultant and any partner and/or subcontractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.

(vi) Comments, if any, on the TOR (TPF 3) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.

(vii) A list of facilities requested by the Consultant to be provided by the Procuring Entity in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

(viii) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6.

(ix) Only one CV for each consultant involved in the Project may be submitted for each position.

(x) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:

(x.1) is proposed for a domestic position but is not a Filipino citizen;

(x.2) failed to state nationality on the CV; or

(x.3) the CV is not signed in accordance with paragraph (x) above.

(c) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

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

11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Form.

11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. Financial Proposal Submission Form should form the covering letter of the Financial Proposal Form, FPF 2, and FPF 3, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.

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

11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The BDS details the taxes payable.

11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subcontractors, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

11.7. Unless otherwise provided in the BDS, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

**12.** Alternative Bids

Consultants shall submit only one bid and shall not associate with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity.

**13.** Bid Currencies

13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

13.2. If so allowed in accordance with ITB Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

13.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

**14.** Bid Validity

14.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in

writing. The bid security described in ITB Clause 15 should also be extended corresponding to, at least, the extension of the bid validity period. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

**15.** Bid Security

15.1. The bidder shall submit a Bid Securing Declaration or any form of bid security, in the amount stated in the BDS shall be equal to the percentage of the ABC in accordance with the following schedule:

| Form of Bid Security | Amount of Bid Security (Equal to Percentage of the ABC) |
|---|---|
| a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Two percent (2%) |
| b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Five percent (5%) |

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

15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 15.2.

15.4. Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 15.2.

15.5. The bid security may be forfeited:

(a) if a Consultant:

(i) withdraws its bid during the period of bid validity specified in ITB Clause 15.2;

(ii) does not accept the correction of errors pursuant to ITB Clause 11.7;

(iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 27.2; or

(iv) any other reason stated in the BDS.

(b) if the successful Consultant:

(i) fails to sign the contract in accordance with ITB Clause 30;

(ii) fails to furnish performance security in accordance with ITB Clause 31; or

(iii) any other reason stated in the BDS.

**16.** Format and Signing of Bids

16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the ITB Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.

16.2. Forms as mentioned in ITB Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

16.3. The Consultant shall prepare an original of the first and second envelopes as described in ITB Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

16.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Consultant.

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

**17.** Sealing and Marking of Bids

17.1. Unless otherwise indicated in the BDS, Consultants shall enclose their original technical proposal described in ITB Clause 10, in one sealed

envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".

17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL PROPOSAL" and "COPY NO. ___ – FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

17.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

17.4. All envelopes shall:

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

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

(c) be addressed to the Procuring Entity's BAC identified in ITB Clause 8.1;

(d) bear the specific identification of this bidding process indicated in the Request for Expression of Interest; and

(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 18.

17.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

## D. Submission of Bids

**18.** Deadline for Submission of Bids

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

**19.** Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity.

**20.** Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original

bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

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

20.3. Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Consultants. A Consultant may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to ITB Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

## E. Evaluation and Comparison of Bids

**21.** Process to be Confidential

21.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 22.

21.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

**22.** Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

**23.** Bid Evaluation

23.1. For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.

23.2. For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.

23.3. The entire evaluation process, including the submission of the results thereof to the Head of the Procuring Entity for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

23.4. All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the Head of the Procuring Entity of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

**24.** Opening and Evaluation of Technical Proposals

24.1. The Procuring Entity shall conduct a detailed evaluation of bids following the procedures specified in the BDS depending on the evaluation procedure identified in the Request for Expression of Interest and ITB Clause 1.1.

24.2. The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under ITB Clause 10 and responsiveness to the TOR using the following criteria:

(a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;

(b) Experience and capability of the CONSULTANT which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the CONSULTANT to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

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

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

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

(a) late submission, *i.e.*, after the deadline set in the ITB Clause **18**;

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

(c) the Consultant that submitted a Bid or any of its partner and/or subcontractor belongs to one of the conflict of interest cases as described in ITB Clauses (a) to (b) and failed to make a proper statement to that effect in the cover letter; or

(d) the Technical Proposal included any cost of the services.

**25.** Opening and Evaluation of Financial Proposals

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

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

**26.** Negotiations

26.1. Negotiations shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.

26.2. Negotiations shall cover the following:

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

(b) Discussion and finalization of the methodology and work program proposed by the Consultant;

(c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

(d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;

(e) Unless otherwise indicated in the BDS, discussion on the Financial Proposal submitted by the Consultant; and

(f) Provisions of the contract.

26.3. Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations other than for reasons of death or illness unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

26.4. Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.

26.5. The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

**27.** Post Qualification

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

27.2. Within a non-extendible period of three (3) calendar days from receipt by the Consultant of the notice from the BAC that it is the HRB, the Consultant shall submit the following documentary requirements:

(a) Tax clearance per Executive Order 398, Series of 2005;

as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

28.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) if there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

(c) for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;

(ii) If the project is no longer necessary as determined by the Head of the Procuring Entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

28.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

**29.** Contract Award

29.1. Subject to ITB Clause 27, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the HRRB.

29.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been

accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

29.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Consultant of the notice from the BAC that the Consultant has the HRRB;

(b) Posting of the performance security in accordance with ITB Clause 31;

(c) Signing of the contract as provided in ITB Clause 30; and

(d) Approval by higher authority, if required.

**30.** Signing of the Contract

30.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

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

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

30.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Notice of Award of Contract; and

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

**31.** Performance Security

31.1. Unless otherwise provided in the BDS, to guarantee the faithful performance by the winning Consultant of its obligations under the

contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

31.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five percent (5%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (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; and/or | Thirty percent (30%) |
| (d) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

31.3. Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second HRB. The procedure shall be repeated until the HRRB is identified and selected for contract award. However if no Consultant passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

**32.** Notice to Proceed

32.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Consultant.

32.2. The date of the Consultant's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the BDS.

*Section V*

# Bid Data Sheet



Bid Data Sheet

| ITB Clause | |
|---|---|
| 1.1 | The Procuring Entity is ***Philippine Ports Authority – PMO Batangas***<br><br>The evaluation procedure is **Quality Cost Based Evaluation/Selection (QCBE/QCBS)**<br><br>*QCBE/QCBS – Technical and Financial Scores are combined to determine the winner.* |
| 1.2 | The Funding Source is **PPA Corporate Operating Budget for CY 2017**<br><br>The name of the project is **Property Appraisal Services for the Proposed Acquisition of Properties covered by Batangas Port Development Project - Phase III Area** |
| 1.3 | Property Appraisal |
| 1.4 | 1. Pre-Project Start Up;<br><br>2. Pre-Site Visit;<br><br>3. On-Site Investigation and Analysis;<br><br>4. On-Site Validation of Ownership;<br><br>5. Off-Site (Office) up to Final Appraisal Report/Output. |
| 5 | No further instructions. |
| 6.1 | Subcontracting is not allowed. |
| 6.2 | Not applicable. |
| 7 | The Procuring Entity will hold a pre-bid conference for this Project on **10:00 A.M., November 3, 2017** at Port Services Division, 5th Floor, PPA Administration Bldg., Port Access Road, Calicanto, Batangas City |
| 8.1 | The Procuring Entity's address is:<br><br>**Philippine Ports Authority-PMO Batangas**<br>**Port Services Division**<br>**5th Floor, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City**<br><br>**RESTITUTO S. SEBOLLENA**<br>**Chairperson, BAC-PGCS**<br><br>**Tel/Fax. No. (043)723-8704**<br>**e-mail: psdpmob@yahoo.com** |
| 10.1 (b) | Not applicable. |

| | |
|---|---|
| 10.1 (c) | No further instructions. |
| 11.5 | Taxes:<br><br>1. Income Tax<br><br>2. Business Tax |
| 11.7 | The ABC is Php 90,000.00, inclusive of 12% VAT. Any bid with a financial component exceeding this amount shall not be accepted. |
| 13.1 | The bid prices shall be quoted in Philippine Pesos. |
| 13.3 | No further instructions. |
| 14.1 | Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids. |
| 15.1 | The bid security shall be in the following amount:<br><br>1. **Php 1,800.00**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;<br><br>2. **Php 4,500.00** if bid security is in Surety Bond; |
| 15.2 | The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids. |
| 15.5 (a)(iv) | Additional grounds for forfeiture of bid security:<br><br>1. Submission of eligibility requirements containing false information or falsified documents.<br><br>2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.<br><br>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.<br><br>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.<br><br>5. Refusal or failure to post the required performance security within the prescribed time.<br><br>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.<br><br>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. |

| | |
|---|---|
| | 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.<br><br>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. |
| 15.5 (b)(iii) | No further instructions. |
| 17.1 | No further instructions. |
| 17.3 | Each Bidder shall submit *one (1)* original and four (4) copies of the first and second components of its bid. |
| 18 | **Philippine Ports Authority-PMO Batangas**<br>**Port Services Division**<br>**5th Floor, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City**<br><br>**RESTITUTO S. SEBOLLENA**<br>**Chairperson, BAC-PGCS**<br>**Tel/Fax. No. (043)723-8704**<br>**e-mail: psdpmob@yahoo.com**<br><br>The deadline for submission of Bid is:<br><br>**on before 9:00 A.M., November 15, 2017** |
| 21.1 | No further instructions. |
| 24.1 | *Quality-Cost Based:* The following processes for the opening and evaluation of bids shall be adopted:<br><br>a) The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in **ITB Clause 24.2**. The financial proposals of the consultants who meet the minimum technical score shall then be opened.<br><br>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 BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.<br><br>c) The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. |
| 24.3 | The minimum required St is 60% of the weight percentage of each criteria mentioned below: |

| | |
|---|---|
| | <table><tr><th>Criteria</th><th>Weight (%)</th></tr><tr><td>1.) Applicable experience of the consultant<br><br>a) Length of service as consultant<br>15 and above.....25<br>10-14.....23<br>9 and below.....21<br><br>b) Number of projects handled as property appraisal consultant<br>21 and above.....25<br>11-20.....23<br>10 and below.....21</td><td>50<br><br>(25)<br><br><br><br>(25)</td></tr><tr><td>2.) Qualification of Lead Real Property Appraiser to be assigned to the job<br><br>a) Education<br>Doctorate Degree.....10<br>Masteral Degree.....8<br>Bachelors Degree.....6<br><br>b) Relevant Trainings<br>201 and above hours.....10<br>101 to 200 hours.....8<br>100 and below hours.....6<br><br>c) Number of projects handled as appraiser<br>21 and above.....10<br>11 to 20.....8<br>10 and below.....6</td><td>30<br><br>(10)<br><br><br><br>(10)<br><br><br><br>(10)</td></tr><tr><td>3.) Plan of Approach and Methodology<br><br>a) Number of days to complete the project<br>30 calendar days and below.....10<br>31 to 45 calendar days.....8<br>46 to 63 calendar days.....6<br><br>b) Methodology</td><td>20<br><br>(10)<br><br><br><br>(10)</td></tr></table> |
| 25.1 | The opening of Financial Proposals shall be **on 9:30 am, November 15, 2017**.<br><br>**Philippine Ports Authority-PMO Batangas**<br>**Port Services Division**<br>**5th Floor, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City**<br><br>Financial Proposals shall be opened in public. |
| 25.2 | *Quality Cost Based Evaluation (QCBE)*<br><br>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, |

| | |
|---|---|
| | indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 1.1. The notification may be sent by registered letter, facsimile, or electronic mail.<br><br>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.<br><br>The BAC shall determine whether the Financial Proposals are present and complete 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. 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.<br><br>The lowest Financial Proposal (Fm) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:<br><br>$Sf = 100 \times Fl/F$<br><br>Where:<br><br>Sf is the financial score of the Financial Proposal under consideration,<br><br>Fl is the price of the Fm, and<br><br>F is the price of the Financial Proposal under consideration.<br><br>Using the formula $S = St \times T\% + Sf \times P\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:<br><br>T _____ *[Normally between 0.6 and 0.85]*; and<br><br>P _____ *[Normally between 0.15 and 0.4]*;<br><br>provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0. |
| 26.1 | No further instructions. |

| | |
|---|---|
| 26.2(e) | No negotiations pertaining to the Financial Proposal shall be undertaken. |
| 27.2(b) | Only Tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.<br><br>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission. |
| 27.2 | *No further instructions.* |
| 30.4(f) | *No further instructions.* |
| 31.1 | *No further instructions.* |
| 32.2 | The effective date of the contract is within fifteen (15) days from receipt of Notice to Proceed. |

*Section VI*

# General Conditions of Contract

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## 1. Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.

(b) "Consultant" refers to the short listed consultant with the Highest Rated and Responsive Bid determined by the Procuring Entity as such in accordance with the ITB and specified in the SCC.

(c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GOP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.

(d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.

(e) "Effective Date" means the date on which this Contract comes into full force and effect.

(f) "Foreign Currency" means any currency other than the currency of the Philippines.

(g) "Funding Source" means the entity indicated in the SCC.

(h) "GCC" means these General Conditions of Contract.

(i) "Government" means the Government of the Philippines (GOP).

(j) "Local Currency" means the Philippine Peso (Php).

(k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.

(l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in GCC Clause 39.

(n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of

the Government, including GOCC, GFI, SUC, and LGU procuring Goods, Consulting Services, and Infrastructure Projects.

(o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.

(q) "Sub-consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 50.

(r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-Consultant.

**2.** Headings

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

**3.** Location

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

**4.** Law Governing Contract and Services

4.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4.2. The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel of the Consultant and any Sub-Consultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

4.3. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

**5.** Language

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

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

6.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-

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 as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SCC.

**7.** Authority of Member in Charge

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

**8.** Resident Project Manager

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

**9.** Entire Agreement

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

**10.** Modification

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

**11.** Relationship of Parties

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

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

**12.** Authorized Representatives

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

**13.** Good Faith

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

**14.** Operation of the Contract

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

**15.** Notices

15.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

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

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

**16.** Warranty as to Eligibility

16.1. The Consultant represents, warrants, and confirms that it, as well as its Sub-Consultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II, Eligibility Documents issued for this project.

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

**17.** Confidentiality

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

**18.** Payment

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

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

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

**19.** Currency of Payment

All payments shall be made in Philippine Pesos.

**20.** Liability of the Consultant

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

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

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

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

**22.** Effectivity of Contract

This Contract shall take effect on the date of the Consultant's receipt of the NTP, in accordance with ITB Clause 32, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

**23.** Commencement of Services

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

**24.** Expiration of Contract

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

**25.** Force Majeure

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

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

25.3. Unless otherwise agreed herein, force majeure shall not include:

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees;

(b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;

(c) insufficiency of funds or failure to make any payment required hereunder; or

(d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

25.4. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.

25.5. A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

25.6. The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.

25.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.

25.8. During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily

incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

25.9. Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

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

**26.** Suspension

26.1. The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure; and

(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

26.2. The Consultant may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

**27.** Termination by the Procuring Entity

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

(a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;

(b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

(c) In whole or in part, at any time for its convenience, the Head of the Procuring Entity may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;

(d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

(e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive 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, and coercive practices shall have the same meaning as that provided in ITB Clause 3.1 (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 34 hereof; or

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

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

**28.** Termination by the Consultant

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

(a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;

(b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 hereof

(c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

**29.** Procedures for Termination of Contracts

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

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:

(i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

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

**30.** Cessation of Services

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

**31.** Payment Upon Termination

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

(a) remuneration pursuant to GCC Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to GCC Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) in the case of termination pursuant to GCC Clause 27.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**32.** Disputes about Events of Termination

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

**33.** Cessation of Rights and Obligations

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

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in GCC Clause 17 hereof; and

(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51.1(b) and 51.1(c) hereof, any right which a Party may have under the Applicable Law.

**34.** Dispute Settlement

(b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and

(c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

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

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

(a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood that:

(i) the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and

(ii) the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;

(c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and

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

**39.** Personnel

39.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

39.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.

39.3. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GOP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

39.4. The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.

39.5. No changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Consultant, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Consultant shall be liable for the imposition of damages as described in the SCC.

39.6. Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

39.7. If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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

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

40.2. The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

40.3. If required to comply with the provisions of GCC Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

(a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and

(b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

**41.** Counterpart Personnel

41.1. If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III,

and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

41.2. The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.

41.3. If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to GCC Clause 52 hereof.

**42.** Performance Security

42.1. Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the ITB Clause 31.2.

42.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.

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

42.4. The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Consultant or the surety company filed by the PROCURING ENTITY;

(b) The Consultant has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

42.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

**43.** Standard of Performance

43.1. The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance

with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

43.2. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-Consultants or third parties.

43.3. The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4. The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

**44.** Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to GCC Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**45.** Procurement by the Consultant

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

**46.** Specifications and Designs

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

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

**47.** Reports

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

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

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

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

(a) provide the Consultant, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, or Personnel to perform the Services;

(b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;

(c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;

(d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

(e) grant to foreign Consultant, any foreign Sub-Consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

**49.** Access to Land

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

**50.** Subcontract

50.1. Subcontracting of any portion of the Consulting Services, if allowed in the BDS, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any sub-consultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.

50.2. Sub-consultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

**51.** Accounting, Inspection and Auditing

51.1. The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;

(b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and

(c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

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

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

**52.** Contract Cost

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

52.2. The cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

**53.** Remuneration and Reimbursable Expenditures

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

53.2. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the SCC after the date determined in accordance with GCC Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the

most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.

53.3. Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

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

53.5. Billings and payments in respect of the Services shall be made as follows:

(a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Consultant provides a bank guarantee in favor of the Procuring Entity issued by a bank acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.

(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

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

**54.** Final Payment

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

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

**55.** Lump Sum Contracts

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

55.2. Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 26.3 shall be provided by the Consultant at no additional cost.

55.3. Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.

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

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

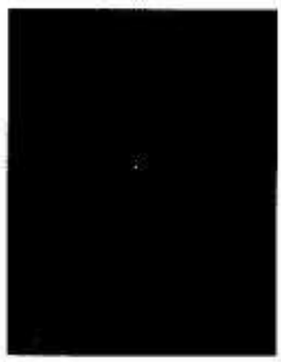
55.6. Unless otherwise provided in the SCC, no additional payment for variation order, if any, shall be allowed for this Contract.

**56.** Liquidated Damages for Delay

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

*Section VII*

# Special Conditions of Contract



Special Conditions of Contract

| GCC Clause | |
|---|---|
| (b) | The Funding Source is:<br><br>PPA Corporate Operating Budget for CY 2017 |
| 6.2(b) | For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities. |
| 7 | Not applicable. |
| 8 | No further instructions. |
| 10 | No further instructions. |
| 12 | The Authorized Representatives are as follows:<br><br>For the Procuring Entity: RESTITUTO S. SEBOLLENA<br>Chairperson, BAC-PGCS<br><br>For the Consultant: _____ |
| 15.1 | The addresses are:<br>Procuring Entity: PPA, PMO Batangas<br><br>Attention: RESTITUTO S. SEBOLLENA<br>Chairperson, BAC-PGCS<br><br>Address: Port Services Division<br>5th floor, PPA Admin Bldg., Port Access Road,<br>Calicanto, Batangas City<br>Facsimile: (043) 723-8704<br>Email Address: psdpmob@yahoo.com<br><br>Consultants: *[insert name of the Consultant]*<br>Attention: *[insert name of the Consultant's authorized representative]*<br>Address:_____<br>Facsimile:_____<br>Email Address: _____ |
| 15.2 and 15.3 | Notice shall be deemed to be effective as follows:<br><br>(a) in the case of personal delivery or registered mail, on delivery;<br><br>(b) in the case of facsimiles, within one (1) hour following confirmed transmission; or<br><br>(c) in the case of electronic mail, within one (1) hour following |

| | |
|---|---|
| | confirmed transmission. |
| 18.3 | *Consultant's account where payment may be made.* |
| 20 | No additional provision. |
| 22 | None |
| 24 | The time period shall be six (6) months after the submission of the Consultant final report 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. |
| 38.1 (d) | No further instructions. |
| 39.5 | The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, or until after fifty percent (50%) of the Personnel's man-months have been served.<br><br>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 Php 90,000.00 |
| 53.2 | No further instructions. |
| 53.4 | Not applicable. |
| 53.5(a) | No advance payment is allowed. |
| 53.5(c) | The interest rate is zero (0). |
| 55.6 | No further instructions. |

*Section VIII*

# Terms of Reference

# TERMS OF REFERENCE

FOR PROPERTY APPRAISAL SERVICES PURSUANT TO RA NO. 10752
FOR THE PROPOSED ACQUISITION OF PROPERTIES COVERED BY BATANGAS PORT DEVELOPMENT PROJECT - PHASE III AREA

## 1. BACKGROUND

Pursuant to Board Resolution No. 2348 which was adopted on 11 December 2013, the General Manager issued on 13 December 2013 PPA Special Order No. 891-2013 creating the Special Committee composed of the Technical Assistants of the Members of the Board to determine the future area required by Batangas Port Development Project - Phase–III (BPDP-Phase III) of PPA, which will mirror-image the completed Container Terminal A-1 of Phase-II.

BPDP-Phase III facilities is envisioned to serve as an alternative port of destination for container cargoes from the Manila Ports and is expected to address the demands for more container space arising from regional development of the CALABARZON, expanded Metro Manila areas and Southern Tagalog. The planned development of Phase-III is consistent with the national government's plan to complement Manila Ports and distribute traffic to Batangas and Subic ports.

As basis for the procurement of the services of a Government Financial Institution (GFI) or Independent Property Appraiser (IPA) accredited by either Bangko Sentral ng Pilipinas (BSP) or a professional association of appraisers recognized by the BSP to determine the appropriate price of properties to be offered to the property owners through negotiated sale under Section 6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 10752 or the Right-of-Way Act, the GFI/IPA shall provide the appraisal services for the purpose of acquisition of properties covered by BPDP-Phase III area.

## 2. OBJECTIVES OF THE SERVICES

PPA, wishes to engage the services of a GFI/IPA that would undertake appraisal in order to:

a) Provide quality and timely appraisal of Current and Fair Market Valuation (CFMV) of the lots enumerated in **Annex "A"** hereof, the replacement cost of structures/improvements, if any; and the CFMV of crops and trees, if any.

b) To recommend the appropriate price offer for negotiated sale of the properties enumerated above.

## 3. REQUIRED OUTPUTS

The GFI/IPA is expected to deliver the Appraisal Report containing:

c) Estimated CFMV of the land;
d) Estimated replacement cost of structures and improvements therein.
e) Estimated CFMV value of crops and trees therein.

f) Recommended compensation price offer for negotiated sale for the properties enumerated above.
g) Photographs of individual lots with structures and improvements or crops and trees therein, if any.
h) Other reports/advisories as needed in the negotiation proceedings.

The Appraisal Report must be signed by a real property appraiser, and valuer duly licensed by the Professional Regulation Commission (PRC) and registered with the Professional Regulatory Board of Real Estate Service (PRBRES) pursuant to RA No. 9646 (Real Estate Service Act of the Philippines, 2009).

## 4. STANDARDS AND SPECIFICATIONS

In providing the services and delivering the desired outputs, the Appraiser shall observe the following standards and specification listed under Section 7 of RA No. 10752:

a) The classification and use for which the property is suited which shall be based on, among other things, the latest approved land use plan and or zoning ordinance, if any, of the City of Batangas.

b) The development cost for improving the land which shall be based on, among other things, the records and estimates of the City Assessor of Batangas, GFI or IPA for similar or comparable lands.

c) The value declared by the owners which shall be based on the value shown in the owners' latest Tax Declaration Certificates or Sworn Statements.

d) The current selling price of similar lands in the vicinity which shall be based on, among other things, the latest records on Deeds of Sale for similar lands in the office of the Register of Deeds of the City of Batangas.

e) The reasonable disturbance compensation for the removal and /or demolition of certain improvements on the land and for the value of improvements thereon, if any which shall consider, among other things, the replacement cost of improvements at current market prices as provided in Section 6.6 of the IRR.

f) The size, shape or location, tax declaration and zonal valuation of the land which shall be based on, among other things, the latest records on Deeds of Sale in the Register of Deeds, Tax Declaration issued by the Assessor's Office of the City of Batangas, Zonal Valuation of BIR for comparable properties.

g) The price of the land as manifested in the ocular findings, oral as well as documentary evidence presented; and

h) Such facts and events so as to enable the affected property owners to have sufficient funds to acquire similarly situated lands of approximate areas as those required from them by the government, and thereby rehabilitate themselves as early as possible.

## 5. DURATION OF SERVICES AND TIMETABLE FOR DELIVERY OF OUTPUTS

The GFI/IPA shall perform the services and deliver the required outputs to PPA within sixty three (63) calendar days (cd) or nine (9) weeks from receipt of the Notice to Proceed (NTP) and according to the following schedule:

| Phases | Timeline | Deliverables | Remarks |
|---|---|---|---|
| Pre-Project Start-up | 1st Week | Planning Framework<br>• Conferences/meetings<br>• Confirmation of Proposal<br>• Consolidation and review of documents | Documents needed:<br>• Project layout<br>• Survey plan<br>• Parcellary Plans Indicating Title and Tax Dec per lot |
| Pre-Site Visit | 2nd Week | Site Familiarization<br>• Meetings with Barangays Officials<br>• Establishment of Field Office<br>• Pre-Site Inspection<br>• Securing Other References (Tax Map/Tax Declaration) from the Assessors | |
| On-Site Investigation and Analysis | 3rd & 4th Weeks | Property Identification and Site Analysis<br>• Identification of each property on ground versus plans submitted that includes its location, accessibility, terrain, developments and improvements thereon.<br>• Definition of physical features of improvements and their conditions and measurements.<br>• Counts of considerable trees within each affected lot and other structures on site, if any.<br>• Investigation, queries and validation of current prices of lots and sold properties in the project vicinity<br>• Canvass of current construction materials in the locality | |

| | | | |
|---|---|---|---|
| On-Site Validation of Ownership | 5th Week | Documentation of Properties Affected<br>• Securing or verification of documents (Titles) with Registry of Deeds and other agencies concerned | |
| Off Site (Office) | 6th Week | Write-ups and Preparation of Draft Report<br>• Consolidation of Analysis of gathered data and information.<br>• Establishing benchmarks of valuation and calculations of market value per property<br>• Composition and printing of Draft Report | |
| | 7th Week | Review of Draft Report<br>• Reproduction of gathered documents for attachments.<br>• Compilation of write-ups and attachments for submission<br>• Submission of Draft Report to PPA for Comment | |
| | 8th Week | Review of Revised Draft Report<br>• Review of findings or comments on the Draft report.<br>• Preparation of Revised Draft Report.<br>• Submission of Revised Draft Report to PPA. | |
| | 9th Week | Final Report/Output- Six (6) Copies of Report<br>• Review and reproduction of Revised Draft Report and submission as Final Appraisal Report (6 copies) | |

## 6. QUALIFICATIONS OF GFI /IPA

The GFI must be with adequate experience in property appraisal.

The IPA must be accredited by the BSP or by a professional association of appraisers recognized by BSP. The IPA must comply with the experience and

other eligibility requirements provided in RA 9184 and its IRR, including the registration and licensed required for a Real Estate Appraiser.

**7. PERFORMANCE SECURITY FOR THE UNDERTAKING**

PPA shall require the posting of performance security by the GFI/IPA for the faithful and timely performance of the undertaking herein specified.

**8. OTHER RESPONSIBILITY OF THE GFI/IPA**

To execute judicial affidavit in case of acquisition through expropriation proceedings and to appear in court hearings whenever their presence is required.

Materials and other facilities to be used for the undertaking as well as all incidental expenses shall be borne by the GFI/IPA.

**9. LIQUIDATED DAMAGES FOR DELAY**

If the GFI/IPA fails to deliver any or all of the services with the period specified herein, PPA shall without prejudice to its other remedies, deduct from the contract price as liquidated damages a sum equivalent to 1/10 of 1% of the price of the unperformed portion of the services for each day of delay, based on the period specified up to a maximum deduction of 10% of the contract price. Once the maximum deduction has been reached, PPA may consider the termination of the contract.

Prepared by:

**(SGD)**

**CESAR B. GUCE**
Head, TWG-LandCom / End-User

Approved by:

**(SGD)**

**LEOPOLDO C. BISCOCHO, JR.**
Chairman, LandCom

ANNEX "A"

| DETAILS OF PROPERTIES AFFECTED BY THE PROPOSED BATANGAS PHASE III PROJECT-RE-VALIDATED | | | | | |
|---|---|---|---|---|---|
| | Location/ Land Classification | Name of Landowner/s | Cadastral lot | Tax Declaration No./ TCT No. | Total Area |
| A. | BARANGAY STA. CLARA | | | | |
| 1 | Barangay Sta. Clara/ Interior Agricultural | Populo Llana | 1098 | RT-1529 (22988)/ 090-00023 | 299 |
| | | | 6041-B | | 40,872 |
| | | | 1104 | | 3,570 |
| 2 | Barangay Sta. Clara/ Interior Agricultural | Sps. Florencio A. Mercado, and Zenaida I. Mercado | 1099 | RO-27812/ 0090-00270 | 10,986 |
| 3 | Barangay Sta. Clara/ Interior Agricultural | Lourdes L. Montalbo, et.al | 1100 | 0090-00325 | 10,290 |
| | | | 1101 | 0090-00324 | 11,123 |
| 4 | Barangay Sta. Clara/ Interior Agricultural | Sheila Rosalia Malabanan, et. Al | 1102-B | T-62286/ 0090-00470 | 17,947 |
| 5 | Barangay Sta. Clara/ Interior Agricultural | Elvira Dizon Ama | 1165 -B PT | 0033-04247 | 582 |
| B. | BARANGAY BOLBOK | | | | |
| 6 | Barangay Bolbok/ Interior Agricultural | Heirs of Anastacia Perez, et al. | 1202 PT | 0090-00692 | 93,112 |
| 7 | Barangay Bolbok/ Interior Agricultural | Aurea Acosta, married to Roman Acosta | 1167-B | 0033-02518 | 614 |
| 8 | Barangay Bolbok/ Interior Agricultural | Juana Macalalad | 1172-A | 0033-01461 | 67 |
| | | | 1173-A | 0033-01463 | 2,094 |
| | | | 1174 | 0033-01464 | 481 |
| 9 | Barangay Bolbok/ Interior Agricultural | Arsenia Macatangay, Et.Al Daniel Macatangay | 1196-A PT | 0033-02658 | 96 |
| 10 | Barangay Bolbok/ Interior Agricultural | Manolo Macatangay | 1198-A | 0033-02537 | 1,464 |
| 11 | Barangay Bolbok/ Interior Agricultural | Amando Aldover/ Valeria Aldover/Jose Firmie | 1200-A-1/ 1200-B-1 | 0033-02289/ 0033-00575 | 1,443 |
| 12 | Barangay Bolbok/ Interior Agricultural | Eduardo Aldover | 1201 | 0033-02352 | 3,017 |
| 13 | Barangay Bolbok/ Interior Agricultural | Melanio D. Acosta | 1203 | 0033-03045 | 3,446.75 |
| 14 | Barangay Bolbok/ Interior Agricultural | Unknown | 1203 | 0033-03466 | 5,210 |
| 15 | Barangay Bolbok/ Interior Agricultural | Heirs of Anastacia Perez | 1205 | 0033-02350 | 2,448 |

| DETAILS OF PROPERTIES AFFECTED BY THE PROPOSED BATANGAS PHASE III PROJECT-RE-VALIDATED | | | | | |
|---|---|---|---|---|---|
| | Location/ Land Classification | Name of Landowner/s | Cadastral lot | Tax Declaration No./ TCT No. | Total Area |
| 16 | Barangay Bolbok/ Interior Agricultural | Lydia A. Balina | 1208-A | 0033-01934 | 197 |
| 17 | Barangay Bolbok/ Interior Agricultural | Prime Meridian PowerGen Corp | 1203 | 0033-04280 | 4,531.00 |
| | | | 1206 -A PT | 0033-04262 | 5,510 |
| | | | 1207 | 0033-2369 | 520 |
| | | | 1211-A | 0033-02368 | 1,918 |
| | | | 1213-A | | 1,881 |
| | | | 1214-A PT | 0033-02365 | 524 |
| 17 | | | 27 | | 224,242.75 |

22.424

NOTE:
17-Landowners
27-Cadastral Lots
Total Area:
224,242.75 sq.m.
22.42 Hectares

*Section IX*

# Bidding Forms



TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

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*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

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

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 remain,

Yours sincerely,

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

## TPF 9. CONSULTANT'S ORGANIZATION CHART

**(insert table)**

OMNIBUS SWORN STATEMENT

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 of *[Name of Consultant]* with office address at *[address of Consultant]*;

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

2. *Select one, delete the other:*

   *If a sole proprietorship:* As the owner and sole proprietor of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

   *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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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

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

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

6. *Select one, delete the rest:*

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

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

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

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

8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project].*

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

_____

*[Bidder's Representative/Authorized Signatory]*

*[JURAT]*

FPF 2. Summary of Costs

| Costs | Amount in Philippine Peso |
|---|---|
| Subtotal | |
| Local Taxes | |
| Total Amount of Financial Proposal | _____ |

FPF 3. Breakdown of Summary of Cost