Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VIII
Government Center, Baras, Palo, Leyte

PART II

BIDDING DOCUMENTS / REQUEST FOR PROPOSALS (RFP)

For

16CSIO03

(Negotiated Procurement – Two Failed Biddings)
(Consulting Services)

Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte

15 February 2017
(1:30 P.M. & 2:00 P.M.)
(Receipt & Opening of Proposals)

PART II

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INSTRUCTIONS TO BIDDERS

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 shortlisted, 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 contrac tor 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 an y 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.

(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 HOPE, members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the Implementing Unit (IU), and the project consultants, by consanguinity or affinity up to the third civil degree. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. On the part of the bidder, this prohibition shall apply to the following persons:

(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, direc tors 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.

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, noncompetitive 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 ANNEX IIIA-11

4.2 Part II, **Section VII. Bidding Forms** as required in **ITB Clause 10.2(d)**.

4.3 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 HOPE 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 RA 9184 and its IRR in relation to other provisions of Republic Act 3019;

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

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

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

4.4 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 th e contract, project, or work.

4.5 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.

4.6 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.

4.7 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.

4.8 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. Sub-Contracts

6.1 Unless otherwise specified in the **BDS,** the Consultant may sub -contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.

6.2 However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.

6.3 Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any sub -contractor is found by the Procuring Entity to be ineligible, the sub-contracting of such portion of the Consulting Services shall be disallowed.

6.4 The Consultant may identify the sub-contractor to whom a portion of the Consulting Services will be sub-contracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid . Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.

6.5 For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HOPE, the DPWH shall impose on the erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

B. Contents of Bidding Documents

7. Pre-Bid Conference

7.1 If so specified in the BDS, a Pre-Bid conference (PBC) 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 PBC 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 PBC 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.

7.4 If, as indicated in the BDS, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe following procedure with regard to the PBC:

(a) For contracts to be bid where the conduct of PBC is required under Section 22 of RA 9184-IRR (Section 5.5 of this Manual Volume III), the same procedure governing the manual method will also apply.

(b) A Procuring Entity with videoconferencing capabilities may conduct its PBC conferences electronically, provided that its Registered Merchants (consultants) shall also have similar capabilities and facilities.

(c) During the conduct of the PBC, Registered Merchants may send requests for clarification through the PhilGEPS online facility, which shall be read during the meeting and shall form part of the minutes, unless the Procuring Entity has previously decided that only those who have purchased the Bidding Documents shall be allowed to participate in the PBC and raise or submit written queries or clarifications.

(d) The minutes of the PBC shall be recorded as an electronic document made electronically available to all participating Registered Merchants through the PhilGEPS Electronic Bulletin Board not later than three (3) calendar days after the PBC.

(e) Requests for clarification(s) on any part of the **BDs** or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity, either electronically through the PhilGEPS or otherwise, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

(f) Only Bid Bulletins/Supplements approved by the Bid Notice Approver shall be posted in the PhilGEPS at least seven (7) calendar days befo re the deadline for the submission and receipt of bids. The PhilGEPS shall automatically notify through e-mail all Registered Merchants who have downloaded the bidding documents and paid the **BDs** Fee.

8. Clarifications and Amendments to Bidding Documents

8.1 The BAC may issue a Supplemental Bulletin to amend provisions of the Bidding Documents (BDs) at least seven (7) calendar days before the deadline for the receipt of bids.

8.2 The BAC may also issue a Bid Bulletin to clarify any provision of the BDs in response to a request or query from prospective bidders, provided that this request or query is in writing, and is submitted to the BAC at least ten (10) calendar days before the deadline for the receipt of bids (IRR Section 22.5.1). The BAC may, at its own initiative, also issue a Bid Bulletin to clarify any provision of the **BDs.** In all cases, the Bid Bulletin shall be issued at least seven (7) calendar days before the deadline for the receipt of bids.

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 must respond to the requirements and other provisions of the Terms of Reference (TOR) for the contract at hand.(b) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared nonresponsive. (c) 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.(d) 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.(e) 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.

(b) Technical Proposal Submission Form, using **Form DPWH-CONSL-22(TPF1).**

(c) Consultant's References, using **Form DPWH-CONSL-06(TPF2A)** for Experience on Completed Projects and using **Form DPWH-CONSL-07(TPF2B)** for Experience on On-going Projects.

(d) Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be provided by the Procuring Entity, using Form **DPWH-CONSL-23(TPF3).**

(e) Description of the Approach, Methodology and Work Plan for Performing the Project, in accordance with the TOR, using **Form DPWH-CONSL-24(TPF4).**

(f) Organizational Chart, Team Composition and Tasks for the Project, using Form DPWH-CONSL-25(TPF5). The organization chart shall indicate the relationships among 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.

(g) Curriculum Vitae (CV) of Proposed Professional Staff, using **Form DPWH-CONSL-26(TPF6).**

(h) Time Schedule for Professional Personnel, using **Form DPWH-CONSL-27(TPF7)**. This shall clearly indicate 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.

(i) Activity (Work) Schedule, using **Form DPWH-CONSL-28(TPF8).** The schedule shall show the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.

(j) An Omnibus Sworn Statement by the prospective bidder or its duly authorized representative, using **Form DPWH-CONSL-29**, as to the following:

(1) It is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations, or local government units (LGUs), foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB.

(2) 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.

(3) It is authorizing the HOPE or his duly authorized representatives to verify all the documents submitted.

(4) The signatory is the duly authorized and designated representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, or duly notarized Special Power of Attorney in case of sole proprietorship, partnership or joint venture.

(5) It complies with the disclosure provision under Section 4 7 of RA 9184 in relation to other provisions of RA 3019.

(6) It complies with the responsibilities of a prospective or eligible bidder provided in the Request for Proposals **(RFP).**

(7) It complies with existing labor laws and standards **(IRR Section 25.2.c).**

(8) It did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

11. Documents Comprising the Bid: Financial Proposal

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

11.2 The Financial Proposal requires completion of five (5) forms. **Form DPWHCONSL-30(FPF1) -** Financial Proposal Submission Form should form the covering letter of the Financial Proposal. The proposed costs are presented in Forms DPWH-CONSL-31(FPF2) - Summary of Costs, **DPWH-CONSL-32(FPF3) -** Breakdown of Price for the Project , **DPWH-CONSL-33(FPF4)** -Breakdown of Remuneration for the Project, and **DPWH-CONSL-31FPF 5** -Reimbursable per Activity.

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 Forms.

11.5 The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax

authorities of specified percentages of such amounts or otherwise. The BDS details the taxes payable.

11.6 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the 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 mistakes, 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 Unless otherwise indicated in the **BDS**, as part of its Technical Proposal the bidder shall issue a Bid Securing Declaration or Bid Security in any of the following forms and corresponding minimum amounts 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%)

A Bid Securing Declaration **(Form DPWH-CONSL-4a)** is an undertaking which states, among other things, that the bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security within ten (10) calendar days, or less, as indicated in the BDs, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (GPPB).

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

15.3 No Bid Securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post disqualified, upon submission of a written waiver of their right to file a 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 **ANNEX IIIA-11: Part II, Section VI. 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 cop y and the number of copies 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.

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.

21. Receipt of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23 -2013, dated 30 July 2013, the following procedure shall be observed with regard to the submission and receipt of bids:

(a) On-line Bidders may submit their eligibility requirements to the Procuring Entity through the e-bidding facility of PhilGEPS.

(b) Joint Ventures

(1) In case of joint venture, each partner of the joint venture must: (i) be registered in the PhilGEPS, (ii) secure Certified Membership Status, and (iii) electronically send its respective eligibility documents.

(2) The joint venture partners must identify and designate the Primary and Secondary Partner(s).

(3) Before the PhilGEPS will accept submissions of Technical and Financial Proposals from the Primary Partner, there must be a confirmation from the Secondary Partner(s) as to existence of, or agreement to enter into, a joint venture.

(4) Upon Confirmation, the Primary Partner shall be required by the PhilGEPS to upload the Joint Venture Agreement or a duly notarized statement.

(c) With regard to the requirement for a Bid Security as part of the Technical Proposal under Clause 15 above, the following guidelines shall be observed:

(1) On-line bidders may submit the Bid Security in cash through the PhilGEPS electronic payment facility.

(2) In case of other forms of Bid Security, the on-line bidder shall prepare and submit a scanned copy of the Bid Security together with the electronic bid. However, the original Bid Security must be submitted to the BAC concerned before the end of business hours on the day of bid submission, a failure of which shall automatically render the bid submission as noncompliant.

(3) If the on-line bidder sends the original Bid security through registered mail or private courier, the indicated date of receipt by the postal service or private courier shall be considered as the date of submission to the BAC concerned, without prejudice to any verifications during postqualification.

(d) On-line Bidders, or the Primary Partner in the case of Joint Ventures, shall electronically submit their bids through the Bidder's On-line Nominee, at any time before the closing date and time specified in the BDs.

(e) The actual time of bid submission of an On-line Bidder shall be the time indicated on the PhilGEPS Server when the bidder clicks the "Submit" button which shall be automatically recorded by the PhilGEPS. Upon receipt of a bid, the P hilGEPS shall automatically generate a bid receipt page that can be printed by the on-line bidder. This contains the recorded "submission time" which shall be considered as the Official Submission Time of the bidder.

(f) An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids.

(g) An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.

(h) The PhilGEPS shall bar all incoming bids after the closing date and time.

E. Opening and Preliminary Examination of Bids

22. Normal Procedure

22.1 Only bids from shortlisted bidders shall be opened and considered for award of contract. These shortlisted 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.

22.2 In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a notice through bid bulletin to be posted in the DPWH and PhilGEPS websites.

22.3 The following steps shall be undertaken in the receipt, opening and preliminary examination of bids:

(a) Shortlisted consultants shall submit their bids through their respective authorized managing officers or representatives (IRR Section 25.1) in two separate sealed bid envelopes.

(b) The BAC shall immediately convene on the Bid Submission /Opening Date. The presence of the majority of the BAC members shall constitute a quorum, provided that the chairperson or the vice chairperson is present.

(c) The BAC shall then proceed with the opening and preliminary examination of bids in public, following the same procedure as the eligibility check. For each bid, the BAC shall open the Technical Envelopes of shortlisted consultants to determine each one's compliance with the required documents for the Technical Proposal component of the bid. The BAC shall check the submitted documents of each bidder against a checklist of required documents – using Form DPWH-CONSL-35 - to ascertain if they are all present in the Technical Proposal envelope, using non-discretionary "pass/fail" criteria (IRR Section 30.1). The opening of bids must be done in public, following the same procedure as the eligibility check. Normally, the opening of the technical envelope starts about thirty (30) minutes after the deadline for the submission and receipt of bids.

The order of opening of documents is as follows:

(1) Letters of shortlisted consultants that decide not to participate.

(2) Letters of shortlisted consultants that decide to withdraw the bids that they have submitted earlier than the deadline.

(3) Letters of short listed consultants that decide to modify their bids that they have submitted earlier than the deadline, followed by the opening of their technical envelopes.

(4) Technical Proposal envelopes of shortlisted consultants that have submitted bids on the deadline itself.

(d) In case one or more of the required documents is missing, incomplete, or patently insufficient, it must rate the bid concerned as "failed." Otherwise, it shall rate the said first bid envelope as "passed". For a document to be deemed "complete" and "sufficient", it must be complete on its face, that is, contain all the information required, and must comply with the requirements set out in the Bidding Documents. Another example of an insufficient submission is a Bid Security in an amount below the requirement.

A document that is not signed and/or not notarized shall be considered a patently insufficient submission. If the requirement is for the audited financial statements (AFSs) or the income tax returns (ITRs) for three immediately preceding years, and the bidder submits its AFS or ITR for the past two years only, such shall be considered an incomplete submission

(e) All members of the BAC, or their duly authorized representatives, who are present during bids opening, shall initial every page of the original copies of all bids received and opened (IRR Section 29).

(f) All technical envelopes must be resealed. Those rated "passed" will be secured in preparation for the detailed technical evaluation (which normally starts the following day). Those rated "failed" will be secured for purposes of potential filing of motion for reconsideration.

(g) The financial envelopes of all shortlisted consultants must remain sealed and secured.

(h) The BAC Secretariat shall record the proceedings using an electronic audio/video recorder. The minutes of the bid opening should be prepared within three (3) calendar days after the bid opening date, so that copies thereof could immediately be sent to the BAC members, Observers, Bidders and other

interested parties. Copies of the minutes shall also be made available to the public upon written request and payment of a specified fee to recover cost of materials.

23. Procedure under Electronic Bidding

If, as indicated in the **BDS,** Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the opening and preliminary examination:

(a) Upon receipt of manually-filed bids, the Bid Opener, before the Bid Openin g, but immediately after the deadline for submission of bids, shall record and input into the PhilGEPS E-bidding module the date and time each of the bid was manually received, including the name of the bidder's authorized representative.

(b) The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.

(c) Before the decryption of electronic bids, the Bid Opener must first log in to the PhilGEPS and only then can BAC members input their respective USER IDs and PASSWORDS, provided however, that PhilGEPS decryption will not take place unless all the members present and logging in constitute quorum.

(d) The Bid Opener shall publicly open the first bid envelopes of bidders who submitted bids manually to determine each bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a nondiscretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the bidder "passed" in relation to the eligibility and technical documents in the first envelope.

(e) After all the manually submitted first envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic First Bid Envelopes submitted by the On-line Bidders to determine each bidder's compliance with the required eligibility and technical documents following the steps and procedures outlined in Clause 23(d) above. Thereafter, the Bid Opener shall input the findings and results into the PhilGEPS' Preliminary Examination Report facility.

(f) Immediately after determining compliance with the requirements in the first envelope, the Bid Opener shall forthwith open the manually submitted second bid envelope of each eligible bidder whose first bid envelope was rated "passed." The second envelope of each complying bidder shall be opened within the same day.

(g) After all the manually submitted second envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic Second Bid Envelopes of each On-line Bidders whose electronic first bid envelope was rated "passed" to determine each bidder's compliance with the required financial documents following the steps and procedures outlined in Clause 23(f) above.

(h) In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed". The Bid Opener shall then input the findings and results into the PhilGEPS' Preliminary Examination Report facility.

(i) Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

(j) The PhilGEPS shall automatically send an electronic mail to all bidders who failed in the preliminary examination of the first and/or second envelope.

F. Evaluation and Comparison of Bids

24. Process to be Confidential

24.1 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.

24.2 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.

25. 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.

26. Bid Evaluation

26.1 For the evaluation of bids, the BAC shall use the criteria and rating system discussed in ITB Clauses 2 7 and 28.

26.2 In the evaluation of the Technical Proposals, the BAC may adopt either of two Ratings System:

(a) Individual Ratings for each bidder by each BAC Member which are then averaged, or

(b) Collegial Ratings for each bidder by the BAC Members as whole.

In case the Individual Ratings system (Clause 23.1 (a)) is adopted, the BAC may use either of two alternative methods:

(a) Alternative A, where the highest and lowest ratings for each firm are disregarded in order to eliminate any bias in evaluating the Bids, and the remaining ratings are averaged for each firm, or

(b) Alternative B, where all individual ratings by all BAC Members are considered, noting that the DPWH has adopted detailed criteria and numerical rating system with weights and points, as discussed in **ITB** Clause 24.1, which will avoid discretion and subjectivity in the evaluation process.

From the above alternatives, unless otherwise specified in BDS, the Procuring entity shall adopt the Individual Ratings system using Alternative B.

26.3 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.

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

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

27. Opening and Evaluation of Technical Proposals

28.1 The Procuring Entity shall conduct a detailed evaluation of the Technical Proposal using the criteria shown in Tables 27.1, pursuant to the provisions of DPWH DO 07, series of 2015, subject to the provisions of the BDS depending on whether the evaluation is QBE or QCBE.

Table 27.1 Criteria for Evaluation of Technical Proposal

Criteria	Maximum Points	
1. Experience of the Firm The firm, or its proposed Project Manager/Team Leader for the services to be procured, must have satisfactorily completed one consulting services contract similar to, and with the following cost as a percentage of the Approved Budget for the Contract (ABC) of, the services to be procured. **Cost of Complete Contract as % of ABC** — **Points** 50% or more — 10 40% to <50% — 7 30% to <40% — 4 <30% — 0 Additional Guidelines are given in Clause 24.2 below.	10	
2. Qualifications of Key Personnel to be Assigned to the Project The key personnel must meet the following requirements:	70	
	FS/DED	CS
2.1 Education	20	20
Relevant Bachelor's Degree, minimum requirement	(16.0)	(17.0)
Relevant Master's Degree, additional points	(2.0)	(1.0)
Relevant Doctor's Degree, additional point	(1.0)	(1.0)
Relevant Publications and Training, additional point	(1.0)	(1.0)
Criteria	**Maximum Points**	
2.1 Experience (See Table 24.1-B Below)	50	50
a. Required Minimum No. of Years of Experience: **Position** — **Years** Project Manager / Team Leader — 10 Other Key Personnel — 5-7 as indicated in the ITB 10.1 (c)		
b. Rating of Experience per Personnel **No. of Years of Similar Services** — **Points** 2.0 x min. no. required or more — 50 (1.5 to <2.0) x min. yrs required — 40 (1.0 to <1.5) x min. yrs required — 30 < min. yrs required — 0 Additional Guidelines are given in Clause 24.3 below.		

The Total Rating for Experience per personnel shall not exceed 50 points.			
Total Score, Qualifications of Key Personnel		70	70
3. Proposed Methodology		20	
Characteristics	**Points**		
3.1 Approach and Method	**12**		
a. The methodology to carry out important activities indicated in the TOR is inappropriate or poorly presented, indicating that the Consultant has misunderstood important aspects of the scope of work. The required contents of the TOR are missing or superficially discussed.	Poor 2 pts.		
b. The way to carry out the different activities in the TOR is discussed generically by the Consultant. The discussion of the methodology is general and not specifically tailored to the projects. Although suitable, the methodology does not include a discussion on how the Consultant proposes to deal with critical site specific characteristics of the project. No new insights or deep appreciation of the interrelationships of problems and solutions to be provided for the project are added. The discussion indicates an average perception of the project conditions and does not reflect the specific features of the assignment	Fair 5 pts.		
c. The proposed approach is discussed in detail and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during the execution of the Services	Good 8 pts.		
d. In addition to the requirements listed under "Good," important issues are approached in an innovative and efficient way, indicating that the Consultant has understood the overall and detailed issues and problems of the assignment. The Consultant has outstanding knowledge of the project conditions and a deep grasp of solutions depicted through state-of the -art approaches and knowledge. The proposal details ways to improve the results and the quality of assignment by using advanced approaches, methodologies and knowledge	Very Good 12 pts.		
3.2 Work Plan	**5**		
a. The activity schedule excludes important tasks. The timing of activities and correlation among them are inconsistent with the approach and methodology.	Poor 2 pts.		
b. All key activities are included, but are not detailed. There are minor inconsistencies among timing, assignment outputs, and proposed approach.	Fair 3 pts.		
c. The work plan responds well to the TOR. All important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. The interrelation among the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.	Good 4 pts.		
d. In addition to the requirements listed above under "Good," decision points and sequence and timing of activities are very well defined, indicating that the Consultant has optimized the use of resources.	Very Good 5 pts.		

Criteria	**Maximum Points**	
3.3 Organization and Staffing	**3**	

a. The proposed organization and personnel schedule are not clear and detailed enough, failing to use the required formats. The assignment schedule of each staff is not adequate. The organization and staffing arrangement is not responsive to the requirement of the TOR. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.	Poor 1 pt.	
b. The organizational chart is complete and there is a detailed definition of duties and responsibilities. Staff skills and needs are matched precisely and enjoy good logistical support. Staffing is consistent with both timing and assignment outputs.	Good 2 pts.	
c. In addition to the characteristics listed above under "Good," the proposed team is integrated and has good support organization. The organizational chart clearly shows the lines of responsibility and the links between the two parties – DPWH and the Consultant. The proposal contains a detailed discussion showing that the Consultant has optimized the deployment and use of the staff with efficiency and economy, based on the proposed logistics.	Very Good 3 pts.	
Total, 1-3		**100**

27.2. Additional Guidelines for Evaluating the Experience of the Firm (Criterion 1).
In evaluating the completed similar work experience of the firm, the Procuring Entity shall observe the guidelines indicated in Tables 27.2 to 27.5 below

Table 27.2. Completed Similar Projects to be considered in the Evaluation of Proposals

Project in Consulting Services to be Procured	Completed Similar Projects to be Considered in Evaluating Proposals
Road	Highway, Expressway Road Section, Airport Runway/ Taxiway/Apron, Underpass, Tunnel for Road
Bridge	Viaduct, Flyover, Interchange, Wharf/Pier, Elevated Railway
Tunnel	Aqueduct, Subway
River Works	Revetment/River Wall, Dike, Spur Dike, Ground Sill, Floodway, Dam, Dredging
Urban Drainage	Pumping stations, Floodgates, Sluiceway, Drainage System (canals, culverts, pipes), Irrigation Canals and Drainage
Coastal Protection	Seawall, Groins, Coastal Dike
Dams	Dike, Water Impounding, Sediment Control, Retarding Basin
Building	School, Hospital, Residential/Commercial Building

Table 27.3. Completed Similar Services to be considered in the Evaluation of Proposals

Services to be Procured	Completed Similar Projects to be Considered in Evaluating Proposals
Parcellary Survey	Detailed Engineering Design (DED) if Parcellary Survey is included therein
Soil Investigations	Preliminary Engineering Design (PED)/DED if Soil Investigations are included therein
Topographic Survey	PED/DED if Topographic Survey is included therein

Table 27.4. Completed Related Services to be considered in the Evaluation of Proposals

Services to be Procured	Completed Related Services to be Considered in Evaluating Proposals
Feasibility Study (FS)	Pre-Feasibility Study, Business Case Study, Master Plan Preparation
DED	PED, Conceptual Design, Basic Design

Table 27.5. Weights to be applied to Schedule of Ratings for Experience of the Firm in Table 24.1

Case	Conditions	Weight
A	Completed services similar to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	100%

B	Completed services similar to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	20%
C	Completed services related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured	20%
D	Completed services related to services to be infrastructure in services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0
E	Completed services not related to services to be procured. Infrastructure in completed services similar to infrastructure in services to be procured.	0
F	Completed services not related to services to be procured. Infrastructure in completed services different from infrastructure in services to be procured.	0

27.3. Additional Guidelines for Evaluating the Experience of the Key Personnel of the Firm (Criterion 2).

"Years of related services" shall be converted to "equivalent years of similar services" using the multipliers in Table 27.6 below, and added to the actual years of similar services, provided that the personnel meet s at least 50% of the minimum number of years of similar services in Criterion 2.2a in Table 27.1. The Total Rating for Experience should not exceed 30 points.

Table 27.6. Multipliers to Convert "Related" to "Equivalent Similar" Years of Services of Key Personnel

Position	Similar Position 100%	Highly Related Position -75%	Moderately Related Position -50%	Slightly Related Position -25%
P1.Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I	P1, different S and different I) or P2, same S and different I or P2, different S and same I or P2, same S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I
P2. Senior Infra Position	P2, same S and same I	P2, same S and different I or P2, different S and same I	P2, different S and different I or P3, same S and different I or P3, different S and same I or P3, same S and same I	P3, different S and different I
P3. Other Positions	P3, same S and same I	P3, same S and different I or P3, different S and same I	P3, different S and different I	

Note: P - Position
S - Type of consulting services (e.g., FS, DED, CS)
I - Type of infrastructure (e.g., Road, Flood Control, etc.)

For the evaluation of the Technical Proposals of the bidders, the BAC shall use the weights of the key personnel indicated in the BDS which reflect the relative importance of their responsibilities and inputs in the contract being procured.

27.4. In the case of consulting services other than FS/DED/CS, the BAC, in coordination with the Implementing Unit (IU) concerned, may adopt a schedule of rating points for Qualifications of Key Personnel for the Project, other than that shown in Table 27.1, which

is deemed appropriate to the types of services required. This schedule should be reflected in the BDS.

27.5. To qualify for further evaluation, the bidder's Total Technical Rating must at least be equal to the following Required Minimum or Passing Technical Ratings, in accordance with DO 07, series of 2015, unless otherwise provided in the **BDS**:

(a) For QBE: 75%

(b) For QCBE: 70% for FS, 75% for DED and CS.

27.6. If provided in the BDS, for complex projects, the Procuring Entity may also set an Individual Minimum or Passing Score in criterion no. 2 for the qualifications of each key personnel of 60 points multiplied by the respective weight of that personnel (out of the possible maximum of 70 points multiplied by the respective weight of that personnel). Thus, even if the winning firm (i.e., the bidder with the Highest Rated Bid) meets the overall Minimum or Passing Technical Rating as indicated in ITB Clause 24.4, but one or more of its key personnel obtains a n Individual Rating for personnel qualifications below 60 points multiplied by the respective weight of that personnel, the DPWH shall require that firm to replace each of such personnel with an individual who meets the Minimum Passing Rating of 60 points multiplied by the respective weight of that personnel, as a condition for contract award.

27.7. 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.

28. Opening and Evaluation of Financial Proposals

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

28.2 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. Unless otherwise provided in the BDS, in the case of QCBE, the weights of the Technical and Financial Proposals to be used to determine the Total Rating of the Bidder shall be in accordance with the provisions of DPWH DO 07, series of 2015, as follows:

Table 28.1 Weights of Quality and Cost

Type of Consulting Services	Weights		
	Quality (Technical Proposal)	Cost (Financial Proposal)	Total
Feasibility Study	70%	30%	100%
Detailed Engineering Design	65%	35%	100%
Construction Supervision	60%	40%	100%

29. Procedure for Detailed Evaluation of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23 -2013, dated 30 July 2013, the Procuring Entity shall apply the manual procedure for the detailed evaluation of bids prescribed under Sections 27 and 28 above. In addition, the Procuring Entity shall observe the following guidelines:

(a) After conducting the detailed evaluation of all bids using non-discretionary criterion, the Bid Opener shall input and record the results of the evaluation into the PhilGEPS' Evaluation Summary Report facility.

(b) The PhilGEPS shall automatically rank the bidders in descending order based on their Total Ratings to identify the HRB as evaluated and corrected for computational errors, and other bid modifications. Bids with total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified. After all bids have been received, opened, examined, evaluated, and ranked, the system shall thereafter generate the Abstract of Bids in the form of a PhilGEPS Evaluation Summary Report.

(c) The BAC shall manually prepare a Resolution whether approving or denying the Abstract of Bids generated by the system. However, after the BAC Resolution approving the Abstract of Bids is uploaded in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Abstract of Bid s is available for downloading.

30. Negotiations

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

30.2 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.

30.3 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 b e at least fifty percent (50%) of the total basic rate for the duration of the engagement.

30.4 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 satisfactor y implementation of the Project.

30.5 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.

30.6 There should be no replacement of key personnel before the awarding of contract, except for justifiable reason as may be determined by the BAC, such as, illness, death, or resignation provided that it is duly supported by relevant certificates, or any delay caused by the procuring entity. The Procuring Entity shall immediately consider negotiation with the next ranked consultant if unjustifiable replacement of personnel by the first ranked firm is made.

31. Post-Qualification

31.1 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.

31.2 Within a non-extendible period of five (5) 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) Latest income and business tax returns in the form specified in the BDS.

(b) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Consultant declared as HRB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Consultant for award.

31.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to ITB Clauses 10and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion. The Post-Qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the HRB, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

(a) Legal Requirements. The BAC shall verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, including the following:

(1) DTI/SEC/CDA Registration as stated in the Bidding Document

(2) Latest income and business tax returns

(3) Non-inclusion in the "blacklist" of consultants provided by the DPWH and the GPPB.

(b) Technical Requirements. The BAC shall determine compliance of the consulting services offered with the requirements specified in the Bidding Documents, including, where applicable, the following:

(1) Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the contract.

(2) Ascertainment of the sufficiency of the Bid Security as to type, amount, form and wording, and validity period.

(3) Verification of any past unsatisfactory performance of the consultant as indicated in the Consultant's Performance Evaluation System (ConsPES) under DO 20, series of 2015.

(c) Financial Requirements. The BAC shall verify, validate and ascertain the bid price proposal of the bidder.

31.4 If the BAC determines that the Consultant with the HRB passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the Highest Rated and Responsive Bid (HRRB), and recommend to the HOPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 29.3.

31.5 A negative determination shall result in rejection of the Consultant's bid, in which event the Procuring Entity shall proceed to the next HRB to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next HRB, and so on until the HRRB is determined for contract award.

31.6 Within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC, the HOPE shall approve or disapprove the said recommendation.

31.7 If, as indicated in the BDS, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe the following procedure with regard to post-qualification:

(a) Within one (1) day after the approval of the Abstract of Bids, the bidder with the Highest Rated Bid (HRB) should be notified through electronic mail that the bidder shall undergo post-qualification and submit the postqualification requirements within three (3) calendar days as provided for under Section 34.2 of RA 9184-IRR.

(b) If the BAC determines that the bidder with the LCB passes all the criteria for post-qualification, it shall declare the said bid as the Highest Rated Responsive Bid (HRRB), and recommend to the HOPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.

(c) If, however, the BAC determines that the bidder with the LCB fails the criteria for post-qualification, it shall immediately notify the said bidder electronically in writing of its post-disqualification and the grounds for it.

(d) Immediately after the BAC has electronically notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second HRB. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the HRRB.

(e) If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next HRB, and so on until the or HRRB, as the case may be, is determined for award, subject to Section 37 of the IRR.

(f) The post-qualification process shall be completed in not more than seven (7) calendar days from the determination of the HRB. In exceptional cases, the post-qualification period may be extended by the HOPE, but in no case shall the aggregate period exceed thirty (30) calendar days.(g) The BAC or its Bid Opener shall record and encode the post-qualification results of manually submitted documents in the PhilGEPS. For electronic documents submitted online, the BAC or its Bid Opener shall decrypt the documents and the results recorded automatically.

(g) After recording the post-qualification summary and uploading the BAC resolution declaring the bidder with the HRRB in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Notice of HRRB is available for downloading.

32. Reservation Clause

32.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

32.2 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 an y 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:

(1) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HOPE;

(2) If the project is no longer necessary as determined by the HOPE; and

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

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

a. No bids are received;

b. b. All prospective bidders are declared ineligible;

c. All bids fail to comply with all the bid requirements or fail postqualification; or

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

G. Award of Contract

33. Contract Award

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

33.2 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) da ys by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

33.3 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 of Award.

b. In case of foreign consultants, the SEC Certificate of Registration of the foreign consulting firm, or the authorization of license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professionals and allied professions.

c. Posting of the performance security in accordance with ITB Clause 31;d. Signing of the contract as provided in ITB Clause 30; and

d. Approval by higher authority, if required.

34. Signing of the Contract

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

35. Performance Security

35.1 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.

35.2 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 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.	Thirty Percent (30%)

35.3 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.

36. Notice to Proceed

36.1 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.

36.2 The contract shalt become effective on the date of the Consultant's receipt of the Notice to Proceed.

Section II. Bid Data Sheet (BDS)

Notes on the Bid Data Sheet

Part II, Section II is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB (Part II, Section I), and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing this Part II, Section II, the following aspects should be checked:

(a) Information that specifies and complements provisions of Section II must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is **DPWH Regional Office VIII, Baras, Palo, Leyte** The evaluation procedure is: **Quality-Cost Based Evaluation (QCBE)**
1.2	The Funding Source is: The Government of the Philippines (GOP) through ***CY 2016 GAA.*** The name of the project is **Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte**
1.3	*Description of the Project is*: **1) Carry-out liquefaction analysis per borehole; 2) Conduct SPT at 1.0 meter intervals; 3) One (1) sample every 1.0m depth; 4) Assumed 3 samples from each boreholes; 5) Max. 3-meters coring depth each boreholes; & 6) Final geotechnical report shall be prepared in three (3) hard copies and one (1) soft copy in DVD.** **Total Number of Boreholes** = 31 Boreholes **Boreholes Depth** = maximum 30 m. depth **Contract Duration =** 80 Cal. Days *(including Mobilization/Demobilization/Laboratory Works)*
1.4	The Project shall not be phased.
5	No further instructions.
6.1	Subcontracting is not allowed.
6.2	Not applicable.
7.1	The Procuring Entity will hold pre-bid conference for this Project on ***February 8, 2017 (2:00 P.M.)*** at ***DPWH Regional Office 8, Baras, Palo, Leyte***
7.4	Not applicable. *(Not Electronic Bidding)*
8.1	The Procuring Entity's address is: **The Chairman** Bids and Awards Committee (BAC) for Consultancy Services Department of Public Works and Highways (DPWH) Government Center, Baras, Palo, Leyte The Contact Person is: ***VIRGILIO C. EDUARTE*** *Chairman, BAC* *DPWH, Regional Office VIII, Baras, Palo, Leyte* *Telephone No. (053) 323-1007/1017/1018* ***ongbit.rita@dpwh.gov.ph***
10.1(b)	Not applicable.
10.1(c)	**A.** The minimum required experience of proposed professional staff are as follows:

Position	No. of Personnel	Minimum No. of Projects of Experience in Proposed Position	Type of Experience
1. Project Engineer/ Geologist	**1**	3 projects	Must be a Filipino Civil Engineer with extensive laboratory and field experience and related to materials testing and quality control particularly for Subsoil Exploration projects. Experience of at

				least three (3) years experience as a Geotechnical/ Foundation Engineer.
	2. Drilling Foreman	**4**	3 projects	Must be a Filipino with extensive drilling and field experience particularly for Subsoil Exploration projects. Experience of at least three (3) years experience as a Drilling Foreman.
	3. Laboratory Technician	**2**	2 projects	Must be a Filipino with extensive laboratory and field experience and related to materials testing and quality control particularly for Subsoil Exploration projects. Experience of at least two (2) years experience as a Laboratory Technician.

B. <u>The minimum required No. of Drilling Equipment units</u> to be provided throughout the duration of the contract:
Four (4) units (Attach proof of ownership: Sales Invoice; Deed of Sale, etc.)

11.5	Taxes: Withholding Tax on Monthly Progress Billing: - 2% Withholding Tax on Gross Amount of Local Currency. - 12% Value Added Tax on Local Remuneration. Note: Consultant should anticipate implementation of any tax measure to be imposed by the Government and to consider such in their proposal portion.
11.7	The ABC is **₱ 2,614,659.35**. Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until 90 days from the date of the opening of bids.
15.1	No further instructions.
15.2	N/A *(Submission of Bid Security is dispensed with)*
15.5(a)(iv)	N/A
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit **one (1) original** and **copy one (1)** of the first and second components of its bid/proposal.
18	The address for submission of bids is: **The Chairman** Bids and Awards Committee (BAC) for Consultancy Services Department of Public Works and Highways (DPWH), Regional Office VIII Government Center, Baras, Palo, Leyte The deadline for submission of Bids/Proposals is on **<u>February 15, 2017 (Until 1:30 P.M.)</u>**
24.1	No further instructions.
26.2	Quality-Cost Based Evaluation (QCBE) procedure
27.1	The following processes for the opening and evaluation of bids shall be adopted: a) The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 27.1. The financial proposals of the consultants who meet the minimum technical score shall then be opened. b) The financial and technical proposals shall be given corresponding weights of 60% and 40%, respectively, as provided in **BDS** 28.2. 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.

c) The HOPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

d) After approval by the HOPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with **ITB** Clause 26.

27.3 In the evaluation of the Technical Proposals, the following weights of the key personnel required shall be used to reflect the relative importance of their responsibilities and inputs in the contract being procured:

Position	Number of Personnel	Weight per Personnel	Total Weight
Project Engr./Geologist	*1*	*30%*	*30%*
Drilling Foreman	*4*	*10%*	*40%*
Laboratory Technician	*2*	*15%*	*30%*

The required Minimum or Passing Rating =60 points

27.4 N/A

27.5 The minimum required Technical Rating is **75 points**

27.6 For this procurement, the minimum or Passing Rating of 60 points multiplied by the respective weight of that personnel for the qualifications of Individual Personnel shall be applied.

28.1 The opening of Financial Proposals shall be on:

February 15, 2017 (2:00 P.M.) at
DPWH Regional Office VIII, Baras, Palo, Leyte
Financial Proposals shall be opened in public.

28.2 Quality Cost Based Evaluation (QCBE)

After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in ITB Clause 25.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, i.e., whether all the documents mentioned in ITB Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all t axes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are

	granted to a particular class or nationality of Consultant by virtue of the GOP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids. The lowest Financial Proposal (F1) shall be given a Financial Rating (Rf) of 100 points. The Rf of other Financial Proposals shall be computed based on the formula indicated below: Rf = 100 X Fl/F where: Rf is the financial score of the Financial Proposal under consideration, Fl is the price of the Fm, and F is the price of the Financial Proposal under consideration. Using the formula TR = (Rt)(T%) + (Rf)(P%), where: TR is the Total Rating, Rt is the Technical Rating, Rf is the Financial Rating, T is the weight given to the Technical Proposal, and F is the weight given to the Financial Proposal, the Bids shall then be ranked according to their TR, using the following weights of the Technical and Financial Proposals: T = 60% P = 40%
29	*N/A*
30.1	The address for negotiations is DPWH-Regional Office VIII Government Center, Baras, Palo, Leyte
30.2(f)	No negotiations pertaining to the Financial Proposal shall be undertaken.
31.2(a)	Consultants have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.
31.7	N/A
34.4(f)	N/A
35.1	No further instructions.

Section III. General Conditions of Contract (GCC)

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Part II, Section IV

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

(b) "Consultant" refers to the short listed consultant with the Highest Rated 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 DPWH 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) "DPWH" means the Department of Public Works and Highways of the Government of the Philippines.

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

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

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

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

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

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

(l) "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.

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

(n) "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.

(o) "Procuring Entity" refers to the DPWH office procuring the Consulting Services.

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

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

(r) "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.

(s) "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 Activities6.

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

(a) 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.

(b) 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 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 34hereof.

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

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, ANNEX IIIA-2, Part I, Section II. Eligibility Documents (EDs) 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 an d 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 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 Consultant

21.1 The Consultant, at its own cost, shall be responsible for taking ou t 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 no tice 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 Procuring Entity

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

(a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within

any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;

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

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

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

(e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive 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 Consultant

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

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

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

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

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

29. Procedures for Termination of Contracts

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

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

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

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

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

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

(4) special instructions of the Procuring Entity, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report;

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

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

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

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

30. Cessation of Services

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

by the Procuring Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 35 or 36 hereof.

31. Payment Upon Termination

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

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

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

(c) in the case of termination pursuant to GCC Clause 27.1(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

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

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

35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.

35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by Procuring Entity

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

37. Services, Facilities and Property of Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in APPENDIX E at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on: (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services; (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

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

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

(a) appointing such members of the Personnel as are listed in Form DPWHCONSL-25(TPF 5) 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:

(1) 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

(2) 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 Form DPWH-CONSL-25(TPF 5) 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5).

39.3 The Key Personnel and Sub-Consultants listed by title as well as by name in ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5) 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 ANNEX III-1.1K, Form DPWH-CONSL-25(TPF5). 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 In accordance with DPWH DO 21, series of 2015, 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. In any case, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons.

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, and Leave

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 the SCC, the Procuring Entity shall make available to the Consultant such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, who 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 the SCC, 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 the SCC, 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:

(1) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity.

(2) The Consultant has no pending claims for labor and materials filed against it.

(3) 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 and Discounts

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 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 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. Sub-Contract

50.1 Unless otherwise specified in the SCC, the Consultant may sub-contract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the SCC, provided that the Consultant shall directly undertake, using its own personnel and resources, not less than eighty percent (80%) of the contract works in terms of cost.

50.2 However, sub-contracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project. The Consultant shall be responsible for the acts, defaults, and negligence of any of its sub-contractors, its agents, servants or workmen.

50.3 Sub-contractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any sub-contractor is found by the Procuring Entity to be ineligible, the sub -contracting of such portion of the Consulting Services shall be disallowed.

50.4 The Consultant may identify the sub-contractor to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the sub-contractor during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. Subcontractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.

50.5 For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HOPE, the DPWH shall impose on the

erring consultant, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution a s provided by applicable laws.

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) If requested by the Consultant, 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 base d 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 IV. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS in Part II, Section II, the Clauses in this SCC under Part II, Section IV, are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC under Part II, Section III.

The provisions of this SCC complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing this SCC, the following aspects should be checked:

(a) Information that complements provisions of the GCC must be incorporated.
(b) Amendments and/or supplements to provisions of the GCC, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated on the SCC.

Special Conditions of Contract

GCC Clause	
(b)	The Funding Source is: ***GAA FY-2016.*** The Government of the Philippines (GOP)
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their SubConsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that its affiliates shall be disqualified for the same period of time from engaging in the said activities
7	Not applicable.
8	Not applicable.
10	No further instructions.
12 & 15.1	The Authorized Representatives are as follows: For the Procuring Entity: **EDGAR B. TABACON, CESO IV** OIC-Director DPWH, Regional Office VIII, Baras, Palo, Leyte Telephone No. (053) 323-1001/1002 For the Consultant: **VIRGILIO C. EDUARTE** Chairman, BAC DPWH, Regional Office VIII, Baras, Palo, Leyte Telephone No. (053) 323-1007/1017/1018 ***ongbit.rita@dpwh.gov.ph***
15.2 and 15.3	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; or (b) in the case of facsimiles, within **8 hours** following confirmed transmission.
18.3	*"State here Consultant's account where payment may be made."*
20	"No additional provision." "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity." Limitation of the Consultant's Liability towards the Procuring Entity are as follows: (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may

	be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher. (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. ***NOTE:*** *Provisions to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against third party claims are not acceptable, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.*
22	None.
24	The time period shall be **Seven (7) calendar days** after the submission of the Consultant final report, *including office preparation of data* 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 Act s 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)	The Consultant's actions requiring the Procuring Entity's prior approval is: The Consultant's shall not use these documents for purposes not related to this contract without the prior written approval of the Department of Public Work and Highways (DPWH).
39.5	The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant which shall be supported with written certifications or affidavits, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
41	The Procuring Entity shall not provide any counterpart personnel.
42.1	No further instructions.
42.4(c)	No further instructions.
50.1	Sub-contracting is not allowed.
52.1	The total ceiling amount in Philippine Pesos is **₱ 2,614,659.35**
53.2	No additional instructions.
53.4	No Additional Instructions.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is: ***ZERO*** *for GOP funded projects.*
55.6	No further instructions.

Section V. Terms of Reference (TOR)

[The Terms of Reference normally contain the following sections: (a)Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]

Section V

Terms of Reference

of

Geotechnical Investigation

for

Project on Construction of Tide Embankment (Section 5)

in

Municipalities of Palo and Tanauan, Leyte Province

TERMS OF REFERENCE
For
GEOTECHNICAL INVESTIGATION

1. GENERAL REQUIREMENTS

The Local Consultant shall comply with the following requirements in undertaking the work.

- The Local Consultant must accomplish all obligated tasks without delay, keeping the Department of Public Works and Highways (DPWH) advised of all progress in terms of survey preparation, execution and processing.
- The Local Consultant shall provide a minimum of **four (4) drilling equipment** units all throughout the survey duration.
- All measurement shall be carried out and results of the survey shall be presented in metric units.
- The local Consultants shall not commence the work in field without receiving the Notice to Proceed from the DPWH.
- The progress of the work shall be reported to the DPWH throughout the tenure of this Contract.

2. PROJECT AREA

The project area is in the Municipalities of Palo and Tanauan, Leyte Province. The survey area is the area along Section 5 of Tide Embankment, and crossing creeks/river sections. The Tide Embankment section is called TE section in this TOR.

3. SCOPE OF WORKS

3.1 Field Investigation

3.1.1 Drilling of Boreholes for Structures

Drilling of Boreholes shall be conducted along TE section. The locations of Boreholes are shown in Fig. A. the drilling boreholes for TE section shall be made at 200m interval along the proposed alignment at maximum 30m depth.

Standard Penetration Tests (SPT)
SPT shall be conducted at 1.0 m intervals, or as directed by the DPWH in accordance with **ASTM 1586.** SPT shall be conducted until confirming 10 meter-thickness of hard layer which has N-value more than 30 (N>30), or up to maximum 30m depth.

Freshly retrieved SPT sample (Disturbed Sample) will immediately be measured for its actual recovery and visual classification by field observation, then stored inside airtight plastic bags, and properly labeled.

Undisturbed Sampling
This work shall be performed in accordance with **ASTM D1587.** Undisturbed soil samples shall be taken from borehole that has soft to medium stiff (N<6) cohesive soils (Clay), and at an interval as directed by the DPWH.

If bedrock layers encountered, it should obtain the possible core sampling at a maximum depth of 3 meters and will be placed and arranged sequentially inside wooden core box, and will be transported to the laboratory for further testing. Core samples shall be tested by uniaxial compression test.

3.2 Laboratory Testing

Laboratory Tests shall be conducted on selected soil samples retrieved from the boreholes drilling. All material sampling, subgrade samples recovered from boring shall be tested for laboratory testing and only selected soil layer shall be tested for the uppermost soil layer.

Laboratory tests shall be made based on the scheduled type of tests as specified in the Contract.

- Determination of moisture content (ASTM D2216)
- Grain Size Analysis (ASTM C136, ASTM D422)
- Atterberg Limit (ASTM D4318, D427)
- Specific Gravity (ASTM D854)
- Unified Soil Classification
- Unconfined compression (ASTM D2166)
- Consolidation (ASTM D2435)
- Tri-Axial Test (UU) (ASTM D2850), Tri-axial Test (CD) (ASTM 4767)
- Unconfined Compressive Strength of Intact Tock Specimens (ASTM D2938

If the Local Consultant does not have an appropriate equipment for tri-axial test, the Local Consultant shall make sub-contract to conduct necessary tri-axial Test with other organizations such as University of Philippines within this Contract.

All the laboratory test results shall be duly signed by the preparer.

3.3 Geotechnical Report

Final geotechnical reporting shall be prepared and submitted in three (3) copies and one (1) soft copy in DVD compact disk to the DPWH. This shall include the compiled final boring logs, Geological/Soil Profile, Laboratory Test results, and Photographs taken at each borehole during the fieldwork

4. DURATION AND SEQUENCE OF SURVEY WORKS

All the works, including laboratory and office preparation of data shall be completed in **Eighty (80) calendar days** after the issuance of Notice to Proceed.

5. MATERIALS TO BE SUBMITTED

Deliverables	**Copy**
Final Investigation Report	3 sets
Electronic Copy of drawings in DVD including borehole log and geological/soil profile in DWG format	1 set

The report shall at least contain the following items:

1. Title of Investigation, location, period and name of investigation team.
2. Location Plan (include Boreholes)
3. Arrangement of geotechnical investigation, method and process
4. Boring data

   a) Ground elevations at boring point
   b) WGS84 coordinates at boring points
   c) Data, elevation in MSL and depth of layers, ground water level
   d) Thickness of layer, graphic symbols, classification by field observation, description of soil and rock.
   e) N-values and depth by standard penetration tests and graphs of N-Values.
   f) Whole core box sample photograph in field (spit core)

5. Field and Laboratory Test
   a) Descriptive explanation
   b) Synthetic table and figures sample and test photograph
   c) Data sheets
   d) Engineering analysis (include Liquefaction analysis)
   e) Summary of conclusions

SUMMARY OF ACTIVITY

Bill of Quantity Form

ITEM	UNIT	QUANTITY	AMOUNT
1. Mobilization/Demobilization	Lump Sum	1	
2. On land boring for TE section [1]			
Hole to Hole Transfer	Move	31	
Drilling through soil formation	Ln.M.	930	
Standard Penetration Test (SPT) [2]	Test	930	
Sampling (Disturbed) [3]	Sample	930	
Sampling (Undisturbed) [4]	Sample	93	
Coring through Rock Formation [5]	Meter	93	
3. Laboratory			
Moisture Content [6]	Test	465	
Grain Size Analysis	Test	465	
Atterberg Limit	Test	465	
Specific Gravity	Test	465	
Unified Soil Classification	Test	465	
Unconfined Compression [7]	Test	93	
Consolidation	Test	93	
Tri-axial Test	Test	93	
Unconfined Compressive strength of intact rock specimen [8]	Test	31	
4. Labor Cost	Lump Sum	1	
5. Final Report [9]	Set	3	

[1] Carry-out liquefaction analysis per borehole
[2] Conduct SPT at 1.0 meter intervals
[3] One (1) sample every 1 meter depth
[4] Assumed 3 samples from each borehole
[5] Max. 3-meters coring depth though rock
[6] One (1) sample from every 2-meter depth of each borehole
[7] Assumed 3 samples from each borehole
[8] Assumed 1 sample from each borehole
[9] Final geotechnical report shall be prepared in three (3) hard copies and one (1) soft copy in DVD.

TOTAL Approved Budget for the Contract = **₱ 2,614,659.35**

Section VI. Bidding Forms (BFs)

In preparing its bid, the bidder shall use the following forms which are shown in ANNEX IIIB (Standard Bidding Forms) of the Procurement Manual for Consulting Services:

TECHNICAL PROPOSAL FORMS

Form No.	Name
	Eligibility Documents Submission Form …….97
DPWH-CONSL-22(TPF1)	Technical Proposal Submission Form ……..66
DPWH-CONSL-06(TPF2A)	Experience on Completed Projects ……..67
DPWH-CONSL-07(TPF2B)	Experience on On-Going Projects ……68
DPWH-CONSL-23 (TPF3)	Comments on TOR and Data, Services and Facilities to be provided by the Procuring Entity …… 69
DPWH-CONSL-24(TPF4)	Approach, Methodology and Work Plan …….….70
DPWH-CONSL-25(TPF5)	Organizational Chart, Team Composition and Tasks. …..71
DPWH-CONSL-26(TPF6)	Curriculum Vitae of Key Personnel ……..72
DPWH-CONSL-27(TPF7)	Time Schedule of Professional Personnel ……..…….74
DPWH-CONSL-28(TPF8)	Activity (Work) Schedule ……..……75
DPWH-CONSL-29(TPF9)	Omnibus Sworn Statement ……..…..76

FINANCIAL PROPOSAL FORMS

Form No.	Name
DPWH-CONSL-30(FPF1)	Financial Proposal Submission Form ……...78
DPWH-CONSL-31(FPF2)	Summary of Costs …….…79
DPWH-CONSL-32(FPF3)	Breakdown of Price for the Project ……..…….80
DPWH-CONSL-33(FPF4)	Breakdown of Remuneration for the Project ……..……...81
DPWH-CONSL-34(TPF5)	Reimbursables by Activity ……..….82
	Checklist of Technical Proposal …….……85
	Checklist of Financial Proposal …….….86

The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the BDs for the contract.

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, and that each of the documents submit; and

b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

DPWH-CONSL-TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Letterhead of Bidder]

[Date]

[Name Of Chairman Of BAC]
[Designation]
[Name Of DPWH Procuring Entity]
[Office Address)

Dear Sir / Madame:

Subject: Technical Proposal Submission

We, the undersigned, offer to provide the consulting services for [insert name 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 Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this project, 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

Department of Public Works and Highways
Regional Office VIII, Baras, Palo, Leyte

Contract ID No. **16CSIO03** (Negotiated Procurement – Two Failed Biddings)
Contract Name: Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte
Contract Location: Municipalities of Palo and Tanauan, Leyte

TECHNICAL ASPECTS: EXPERIENCE ON THE COMPLETED PROJECTS, GOVERNMENT AND PRIVATE

Name of Consultant:
As of: _____

Name & Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost (Cost of Services only of your Firm)	Project Duration		Consultants Role and Specific Services
						Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
								e.g., traffic surveys
								Soil investigations

Attachments:

1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

Project Category

1. Roads
2. Bridges/Viaducts
3. Flood control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others – Pls. indicate

Type of Consulting Services

1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. construction Supervision
5. Management and Related Services
6. Others-Pls. indicate

Department of Public Works and Highways
Regional Office VIII, Baras, Palo, Leyte

Contract ID No. **16CSIO03** (Negotiated Procurement – Two Failed Biddings)
Contract Name: Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte
Contract Location: Municipalities of Palo and Tanauan, Leyte

TECHNICAL ASPECTS: EXPERIENCE ON ON-GOING PROJECTS, GOVERNMENT AND PRIVATE

Name of Consultant:
As of: _____

Name & Location of Project	Project Category	Client	Date of Award of Contract	Type of Consulting Services	Project Cost (Cost of Services only of your Firm)	Project Duration		Consultants Role and Specific Services
						Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
								e.g., traffic surveys
								Soil investigations

Attachments:

1. Certificate of Completion
2. Notice of Award
3. Notice to Proceed
4. Joint Venture or Association Agreement

Project Category

1. Roads
2. Bridges/Viaducts
3. Flood control
4. Water Supply
5. Buildings
6. Ports
7. Airports
8. Interchanges
9. Shore Protection
10. Others – Pls. indicate

Type of Consulting Services

1. Advisory and Review Services
2. Pre-Investment of Feasibility Studies
3. Design
4. construction Supervision
5. Management and Related Services
6. Others-Pls. indicate

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROCIDED BY THE PROCURING ENTITY

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT

ORGANIZATIONAL CHART, TEAM COMPOSITION AND TASKS FOR THE PROJECT

Insert Organizational Chart for the Project

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Philippine Professional Regulatory Commission (PRC) License No. _____

Date of Birth: _____

Years with Firm/Entity: Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

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

_____

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

Degree Courses:

Degree	Major/Specialization	Institution	Dates Attended

Training:

Course	Conducted by	Start Date	End Date	No. of Hours

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

Service Record:

Start Date	End Date	Organization	Position

Projects:

Project Name and Location	Project Cost	Designation	Services Rendered	Start Date	End Date	Client

Languages:

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

Certification:

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

I commit to assume the post of *[insert position]* for the *[insert name of project]* and provide the services required of me under the Technical Proposal.

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

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

TIME SCHEDULE OF PROFESSIONAL PERSONNEL

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

Full Time: _____
Reports Due: _____
Activities Duration: _____
Location _____

Part-time:

Signature:

(Authorized Representative)

Full Name: _____
Title: _____
Address: _____

ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Deliverables/Reports

Deliverables/Reports *(Example)*	**Date**
1. Inception Report	
2. Interim Report	
3. Monthly Progress Reports: *(a) First* *(b) Second* *…(n)*	
4. Draft and Final Report	
5. Final Report	

OMNIBUS SWORN STATEMENT
AS REQUIRED BY RA 9184-IRR SECTION 25.2b)iv)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. *[Name of Bidder]* 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) Make 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];* and

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

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

_____
[Bidder's Representative/Authorized Signatory]

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. ___
Page No. ___
Book No. ___
Series of ___

FINANCIAL PROPOSAL SUBMISSION FORM

[Letterhead of Bidder]

[Date]

[Name of Chairman of BAC)
[Designation]
[Name of DPWH Procuring Entity]
(Office Address)

Dear Sir / Madame:

Subject: Financial Proposal Submission

We, the undersigned, offer to provide the consulting services for *[insert Name of Consultancy Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*.

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

In accordance with Clause 51 of the General Conditions of Contract (GCC) which is part of the Bidding Documents for this Project, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

We remain,

Yours sincerely,

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

SUMMARY OF COST

Item	Cost (PhP)
Remuneration	
Reimbursable	
Subtotal	
VAT (12% of Remuneration)	
Contingency -5% of Subtotal (without VAT) vat	
Total Amount of Financial Proposal	

BREAKDOWN OF PRICE FOR THE PROJECT

Item	Amount (PhP)
Remuneration:	
Key Technical Staff:	
_____	
_____	
_____	
Support Technical Staff:	
_____	
_____	
_____	
Administrative Staff:	
_____	
_____	
_____	
Reimbursable:	
_____	
_____	
_____	
Total	

BREAKDOWN OF REMUNERATIONS FOR THE PROJECT

Names	Position	Input[1]	Remuneration Rate	Amount
Key Technical Staff				
Support Technical Staff				
Administrative Staff				
Total				

[1] Staff months, days, or hours as appropriate.

REIMBURSABLES PER ACTIVITY

Activity No.: _____ **Name:**_____

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

_____

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

Contract ID No.: 16CSIO03 (Negotiated Procurement – Two Failed Biddings)
Project Name: Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte

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LIST OF EQUIPMENT UNITS TO BE ASSIGNED TO THE CONTRACT, SUPPORTED BY STATEMENT OF AVAILABILITY OF EQUIPMENT

Business Name : _____
Business Address : _____

Description	Model	Capacity / Size	Location	Condition	Proof of Ownership (Owned, Leased, Sales Invoice, etc.)
A. Owned [1]					
1.					
2.					
3.					
4.					
B. Leased [2]					
1.					
2					
3.					
4.					

[1]Attached are copies of Sales Invoice; Deed of Sale, etc.
[2]Attached are the certificates from the lessors that the equipment units under B (Leased) shall be available for this contract.

Minimum equipment requirement as prescribed in the Bid Data Sheet:

Four (4) units – Drilling Equipment

Names and Signature of Bidder's Representative

Date: _____

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF)S.S
PROVINCE OF)

STATEMENT OF AVAILABILITY OF EQUIPMENT

I, _____, of legal age, and residing at _____ _____ Affiant, after having been duly sworn in accordance with law, do hereby depose and state that;

1. I am _____ of _____ with office address at _____.

2. That I will make available **the four (4) Drilling Equipment units** at the site intended for the use of the above-mentioned project;

3. That I further pledge and commit that all these equipment required for the project will be mobilized to the project site if awarded the above-mentioned project, until its completion;

4. That this affidavit is being executed by the undersigned to attest to the facts stated herein.

IN WITHNESS WHEREOF, I have hereunto set my hand this ____ day of _____, at _____, Philippines.

_____
Affiant

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____ in _____, Philippines. Affiant exhibiting to me his Community Tax Certificate No._____ issued on _____ at _____.

NOTARY PUBLIC

Doc. No._____
Page No._____
Book No._____
Series of 2017

Contract ID No.: **16CSIO03** (Negotiated Procurement – Two Failed Biddings)
Project Name: Subsurface Exploration / Geotechnical Investigation, Proposed Construction of Tide Embankment, Section 5, Municipalities of Palo and Tanauan, Leyte

BIDDER: _____

CHECKLIST OF BID REQUIREMENTS
(Technical Proposal)

FIRST ENVELOPE:

NOTE:

Bid Security Non-Required / may be dispensed with pursuant to Section 54.4 of the Revised IRR of R.A. 9184.

ABC --- **Php 2,614,659.35**

CHAIRMAN – VIRGILIO C. EDUARTE	VICE-CHAIRMAN – ANGELITA G. OPINA	Regular Member – VIRGINIA L. TALDE	Regular Member – BRINELDA B. MENDOZA	Regular Member – R. M. GUMBAN, SR.	Provisional member, FATP – EULOGIO L. LABOGA	I.O./End-User – RONALD ALLAN LAGO		
								MANUAL EVALUATION (√ ☐ present ; × ☐ absent)
								Technical Documents
							1	**(TPF 1)** - Technical Proposal Submission Form *(Cover Letter) DPWH-CONSL-22-2016*
							2	**(TPF 2)** - Experience on Completed, and On-going Projects *[DPWH-CONSL-06(TPF2A)-2016 & DPWH-CONSL-07(TPF2B)-2016*
							3	**(TPF 3)** - Comments and Suggestions of Consultant on the Terms of Reference and on Data, services, and Facilities to be Provided by the Procuring Entity. *DPWH-CONSL-23-2016*
							4	**(TPF 4)** - Description of the Methodology and Work Plan for Performing the Project. *DPWH-CONSL-24-2016*
							5	**(TPF 5)** - Organizational Chart, Team Composition and Task Projects. *DPWH-CONSL-25-2016*
							6	**(TPF 6)** - Format of Curriculum Vitae (CV) for Proposed Professional Staff. *DPWH-CONSL-26-2016*
							7	**(TPF 7)** - Time Schedule for Professional Personnel. *DPWH-CONSL-27-2016*
							8	**(TPF 8)** - Activity (Work) Schedule. *DPWH-CONSL-28-2016*
							9	**(TPF 9)** - Omnibus Sworn Statement. *DPWH-CONSL-29-2016*
							10	**(TPF 10)** - List of Equipment units to be assigned to the Contract, supported by Statement of Availability of Equipment
								(Initial)

Note: 1. Technical Documents shall be book bounded and with Ear-Tabbing for each Checklist above (D.O. 90, S. 2002). Ring bounded is not acceptable and shall be marked "Non-Complying"
2. Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection (non-complying) of the bid.

Remarks: ( ) Complying/Passed ( ) Non-Complying/Failed

BIDDER: _____

Checklist of Bid Requirements

(Financial Proposal)

SECOND ENVELOPE:

	CHAIRMAN – VIRGILIO C. EDUARTE	VICE-CHAIRMAN – ANGELITA G. OPINA	Regular Member – VIRGINIA L. TALDE	Regular Member – BRINELDA B. MENDOZA	Regular Member – R. M. GUMBAN, SR.	Provisional member, FATP – EULOGIO L. LABOGA	I.O./End-User – RONALD ALLAN LAGO	
								1 **(FPF 1)** - Financial Proposal Submission Form *(Cover Letter) DPWH-CONSL-30-2016*
								2 **(FPF 2)** - Summary of Costs. *DPWH-CONSL-31-2016*
								3 **(FPF 3)** - Breakdown of Price per Activity. *DPWH-CONSL-32-2016*
								4 **(FPF 4)** - Breakdown of Remuneration per Activity. *DPWH-CONSL-33-2016*
								5 **(FPF 5)** - Reimbursable per Activity. *DPWH-CONSL-34-2016*
								(Initial)

Note: 1. Financial Documents shall be book bounded and with Ear-Tabbing for each Checklist above (D.O. 90, S. 2002). Ring bounded is not acceptable and shall be marked "Non-Complying"
2. Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection (non-complying) of the bid.

Remarks: ( ) Complying/Passed ( ) Non-Complying/Failed

Republic of the Philippines

gppb

Government Procurement Policy Board