

Republic of the Philippines
Office of the President



BIDDING DOCUMENTS

**Consulting Services for the
SPECIALIZED COMMUNICATION PROGRAM:
STRATEGIC REGIONAL COMMUNICATION AND
INVESTOR RELATIONS CAMPAIGN FOR CLARK**

December 2017

Control No. _____

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Section I.
Notice of Eligibility and Shortlisting

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Section II.

Instruction to Bidders

A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 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, coercive or obstructive 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 for the same Project;
- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

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

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

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

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

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

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

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an

administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) 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 **Error! Reference source not found.**

4. Consultant's Responsibilities

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in **Error! Reference source not found.** as required in **ITB** Clause 10.2(d).

4.2. The Consultant is responsible for the following:

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

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

- (c) Having made an estimate of the facilities available and needed for this Project, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (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, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder

agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity.

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However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

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

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the subconsultant 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 subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria

and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

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- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

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

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
 - (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
 - (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
 - (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- 10.2. The Technical Proposal shall contain the following information/documents:
- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
 - (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
 - (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
 - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form **Error! Reference source not found.** For each project, the outline should indicate *inter alia*, the project, contract

amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) Comments, if any, on the TOR (**Error! Reference source not found.** Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in **Error! Reference source not found.** Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
 - (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
 - (vii) A Time Schedule (**Error! Reference source not found.**) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
 - (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in **Error! Reference source not found.**

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 Error! Reference source not found..
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. **Error! Reference source not found.** should form the covering letter of the Financial Proposal. Form **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in **Error! Reference source not found.**, must match the list of experts and their respective inputs shown in **Error! Reference source not found.**
- 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 subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

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

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 the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>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.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>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.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days 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 procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the 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 request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) 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 31, and the posting of the performance security pursuant to **ITB** Clause 32, 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) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

- (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; 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 **Error! Reference source not found.** 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. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section ___ hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL PROPOSAL” and “COPY NO. ___ - FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Consultant in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 18.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; 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. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening 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. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

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 in accordance with **ITB** Clause 17.4, 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. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with **ITB** Clause 10.2 to ascertain if they are all present, using a non-discretionary "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 said first bid envelope as “passed”.

- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated “passed” shall be secured for the detailed technical bid evaluation, while those rated “failed” will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 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 approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 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.

23. 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.

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of 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.
- 24.4 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.

25 Evaluation of Technical Proposals

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;

- (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB Clause 18**;
 - (b) failure to submit any of the technical requirements provided under this ITB and TOR;
 - (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(a) to (c) 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.

26 Opening and Evaluation of Financial Proposals

- 26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2 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**.

27 Negotiations

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 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.
- 27.3 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 except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, 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 as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 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.

28 Post Qualification

- 28.1 The BAC 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.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period 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 Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29 Reservation Clause

- 29.1 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.

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

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;

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- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
 - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and

- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 The following documents shall form part of the contract:
 - (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (4) Performance Security;
 - (5) Notice of Award of Contract; and
 - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1 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.

32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	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; and/or <i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(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%)

32.3 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 have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of

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contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III.

Bid Data Sheet

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ITB Clause	
1.1	<p>The Procuring Entity is Bases Conversion and Development Authority. The evaluation procedure is Quality Based Evaluation (QBE) Procedure</p> <p>The Consultant achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.</p>
1.2	<p>The Funding Source is the Government of the Philippines (GoP) through the approved 2017 BCDA Corporate Budget.</p> <p>The name of the project is: Consulting Services for the Specialized Communication Program: Strategic Communication and Investor Relations Campaign for Clark</p>
1.3	<p>The Consulting Services required under this Terms of Reference (TOR) shall be for the development and execution of a six-month Strategic Communication and Investor Relations Campaign for Clark. This is further described below:</p> <p>I. STRATEGIC REGIONAL COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK (THE PROGRAM)</p> <p>Based on these specific objectives, the consultant shall develop and execute a 6-month Strategic Communication and Investor Relations Campaign for Clark in the Asia Pacific region, which will define strategies that will address the aforementioned objectives. The Program should include, among others, the following:</p> <p>A. Proposal</p> <ul style="list-style-type: none"> • Environmental Scanning & Assessment of Competition within the Asia Pacific Region • Objectives, Strategies/Tools and Plans • Key Messages • Publicity Support Plan • Communication Channels/Media to be used <p>B. Implementation Plan & Timetable</p>

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C. Monitoring, Feedback, and Program Evaluation Mechanism

II. MINIMUM QUALITIES OF THE PROGRAM

The proposed Program must incorporate the following qualities:

A. Strategic Thinking and Planning

Through the **Program**, the proponent must be show that it is highly capable to pro-actively manage and project Clark's image and reputation as a premier investment hub in Asia Pacific. The proponent must formulate and describe in the Program a highly focused communication plan utilizing conventional and non-conventional communication strategies, methodologies, tools, and activities.

This requires an integrated marketing communication approach in the implementation of the overall **Program**.

The proponents must be able to craft in the **Program** the main narrative of Clark and its media profiling strategies.

B. Effective Mobilization of Wide Media Networks in the Asia Pacific Region

Through the **Program**, the proponent must be able to show its capability to mount effective media blitzes in the Asia Pacific region.

The proponent's **Program** should include, among others, a list of their media contacts, (i.e. editors, columnists, reporters, program hosts etc.), and their corresponding media and or program affiliations such as newspapers, radio stations, TV networks, magazines, etc. for purposes of strategic message management.

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	<p>C. Utilization of non-traditional communication tools, channels and approaches.</p> <p>The Program must include the use of non-traditional communication tools, channels and approaches in the communication plan in order to actively engage the target audience for maximum impact.</p>
1.4	The Project shall not be phased.
5.0	No further instructions.
6.1	<i>Subcontracting is not allowed</i>
6.2	<i>Not Applicable</i>
7.1	The Procuring Entity will hold a Pre-bid Conference on 7 December 2017 at 1:00 pm at BCDA Corporate Center 2/F Bonifacio Technology Center, 31st St., corner 2nd Avenue, Bonifacio Global City, Taguig City.
8.1	<p>Requests for clarifications must be addressed to:</p> <p>JOSHUA M. BINGCANG Chairperson, BAC for Consulting Services BCDA Corporate Center 2/F Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City Tel No.: 575-1700</p>
10.1(b)	Not applicable.

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10.1(c)	<p>The key personnel of the project team who shall work for the project shall be the following:</p> <ol style="list-style-type: none">1. Communication Strategist2. Project Director3. Publicity Management Specialist4. Writer <p>The required experience of proposed professional staff are as follows:</p> <ol style="list-style-type: none">1. The Consulting Firm must strictly be a communication firm with a regional affiliation in the Asia Pacific.2. The Consulting Firm must have handled at least three (3) communication projects either for government or private contracts.3. The Consulting Firm must have at least five (5) years business operations. In the case of joint ventures, any of the partners should have at least five (5) years business operations.4. The Consulting Firm must have an affiliate (regional communication firm) in the Asia Pacific region that :<ol style="list-style-type: none">a. has at least five (5) years business operations;b. an established regional presence in handling clients in government, multinational and/or financial institutions, and doing investment promotions, stakeholder and reputation management, strategic communications solutions, cross-market research and/or business advisory services in the Asia Pacific region;c. has a strong and established presence in the ASEAN and the Asia Pacific region—with at least one (1) office within the region aside from the Philippines.d. has strong and established media network in the Asia Pacific, that includes ASEAN-member countries, as well as China, Japan, Hong Kong, Taiwan, and/or Australia.e. must have handled at least three (3) projects in the abovementioned industries amounting to at least half the price of the Approved Budget for Contract (ABC).
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	<p>5. The Consulting Firm must assign a communication team with the following qualifications:</p> <table border="1" data-bbox="545 310 1423 1037"> <thead> <tr> <th data-bbox="545 310 816 591"></th> <th data-bbox="816 310 1119 591">Years of experience in the Asia Pacific region, relevant to his function in the team</th> <th data-bbox="1119 310 1423 591">Number of projects handled which are similar to the requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="545 591 816 701">Communication Strategist</td> <td data-bbox="816 591 1119 701">at least 10 years</td> <td data-bbox="1119 591 1423 701">at least 10 projects</td> </tr> <tr> <td data-bbox="545 701 816 810">Project Director</td> <td data-bbox="816 701 1119 810">at least 5 years</td> <td data-bbox="1119 701 1423 810">at least 5 projects</td> </tr> <tr> <td data-bbox="545 810 816 963">Publicity Management Specialist</td> <td data-bbox="816 810 1119 963">at least 5 years</td> <td data-bbox="1119 810 1423 963">at least 5 projects</td> </tr> <tr> <td data-bbox="545 963 816 1037">Writer</td> <td data-bbox="816 963 1119 1037">at least 3 years</td> <td data-bbox="1119 963 1423 1037">at least 3 projects</td> </tr> </tbody> </table> <p>6. Any Consulting Firm which is directly associated or which may be directly associated with any entity which has a conflict of interest in, or bias against the BCDA Group shall be disqualified from bidding for the Consulting Services for the Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark.</p> <p>Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.</p>		Years of experience in the Asia Pacific region, relevant to his function in the team	Number of projects handled which are similar to the requirement	Communication Strategist	at least 10 years	at least 10 projects	Project Director	at least 5 years	at least 5 projects	Publicity Management Specialist	at least 5 years	at least 5 projects	Writer	at least 3 years	at least 3 projects
	Years of experience in the Asia Pacific region, relevant to his function in the team	Number of projects handled which are similar to the requirement														
Communication Strategist	at least 10 years	at least 10 projects														
Project Director	at least 5 years	at least 5 projects														
Publicity Management Specialist	at least 5 years	at least 5 projects														
Writer	at least 3 years	at least 3 projects														
11.5	Bid amount shall be inclusive of all applicable taxes and fees.															
11.7	The ABC is Pesos: Eight Million Five Hundred Thousand Pesos (P8,500,000.00) , inclusive of all applicable taxes and fees. Any bid with a financial component exceeding this amount shall not be accepted.															

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13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid for one hundred twenty (120) calendar days from date of opening of bids.
15.1	<p>The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php170,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php425,000.00 (5% of ABC), if bid security is in Surety Bond.
15.2	The bid security in the form of Bid Securing Declaration shall be valid for one hundred twenty (120) calendar days from date of the opening of bids.
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit one (1) original and one (1) other copy of the first and second components of its bid.
18	<p>The address for submission of bids is at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City.</p> <p>The deadline for submission of bids is at 9:00 am on Tuesday, 19 December 2017.</p>
21.2	<p>The address for opening of bids is at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City.</p> <p>The date and time for opening of bids is at 10:00 am on Tuesday, 19 December 2017.</p>

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22.1	No further instructions.
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ul style="list-style-type: none"> a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes. b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with ITB Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however,</i> that the Highest Rated Bid shall pass the minimum score indicated therein. 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, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations. e) Negotiations shall be in accordance with ITB Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in ITB Clause 11.7.
	The numerical weight and the minimum required technical score for each criterion are as follows:

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25.3	Evaluation Criteria for the Technical Proposal	Weight
	<i>Applicable Experience of the Consulting Firm</i>	15%
	<i>Quality of Personnel who shall be assigned to the Communication Team</i> One (1) Communication Strategist One (1) Project Director One (1) Publicity Management Specialist One (1) Writer	20%
	<i>Plan of Approach and Methodology :</i> Responsiveness to the Scope of Work (20%) (Plan vis-a-vis Deliverables) Strategic Thinking and Planning Capabilities (10%) (Approach and Methodology) Capability to Effectively Mobilize Wide Media Networks (20%) (List of Regional Media Network) Ability to utilize non-traditional communication tools, channels and approaches. (10%)	65%
	Total	100%
	The minimum technical score required to pass is at least 70% of the total numerical weight. Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.	
26.1	The opening of Financial Proposal shall be at 9:00 am on Friday, 22 December 2017 at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31 st Street corner 2 nd Avenue, Bonifacio Global City, Taguig City. Financial Proposals shall be opened in public.	
	Only the Financial Proposal of the Consultant achieving the highest Technical Score (St) shall be opened by the BAC in the presence of the Consultants when the highest ranked firm is invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted in accordance	

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26.2	<p>with the instructions given in ITB Clause 25 and this BDS. 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 Bid. 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. The Bid shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws.</p> <p>The negotiations shall be done in accordance with ITB Clause 27. Should these negotiations fail, the Financial Proposal of the Consultant achieving the second highest St shall be opened publicly in the presence of the Consultant and shall be invited to negotiate its Bid and the contract on the basis of the Technical and Financial Proposals submitted. If these negotiations still fail, then the same process is repeated for the next-in-rank Consultants until negotiations are successfully completed.</p>
27.1	The address for negotiation is at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31 st Street corner 2 nd Avenue, Bonifacio Global City, Taguig City.
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the <u>last six months</u> preceding the date of bid submission.</p>
31.4.6	No additional requirement.
32.1	No further instructions.

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Section IV.

General Conditions of Contract

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1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) “Consultant” refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
- (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
- (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) “Effective Date” means the date on which this Contract comes into full force and effect.
- (f) “Foreign Currency” means any currency other than the currency of the Philippines.
- (g) “Funding Source” means the entity indicated in the **SCC**.
- (h) “GCC” means these General Conditions of Contract.

- (i) “Government” means the Government of the Philippines (GoP).
- (j) “Local Currency” means the Philippine Peso (Php).
- (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
- (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in **GCC** Clause 39.
- (n) “Procuring Entity” refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) “Subconsultant” 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.

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

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

5. Language

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

6. Consultants and Affiliates Not to Engage in Certain Activities

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

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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 of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

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

11. Relationship of Parties

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

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

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

15. Notices

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

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

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

16. Warranty as to Eligibility

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

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

17. Confidentiality

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

18. Payment

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make

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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

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

20. Liability of the Consultant

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

21. Insurance to be Taken Out by the Consultant

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

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

22. Effectivity of Contract

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.



23. Commencement of Services

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

24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 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 Subconsultants or agents or employees;
- (b) any event which a diligent Party could reasonably have been expected to both take into account at the

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- 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

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provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

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

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

26. Suspension

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

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

26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's

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services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

27. Termination by the Procuring Entity

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

- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the 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;

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- (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, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

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

28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the

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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:

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- (i) 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;
- (ii) the extent of termination, whether in whole or in part;
- (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the 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 anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the 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

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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(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

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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(b) and 51(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 the Consultant and Software Developed to be the Property of the 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

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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 the 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 the Procuring Entity

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any

charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

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

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of

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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 Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior

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approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.

- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the



Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.

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

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

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

41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the

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Counterpart Personnel shall not perform any work beyond the said responsibilities.

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

42. Performance Security

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
 - (b) The Consultant has no pending claims for labor and materials filed against it; and

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(c) Other terms specified in the **SCC**.

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

43. Standard of Performance

43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

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

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

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

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

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the

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Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

45. Procurement by the Consultant

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

46. Specifications and Designs

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

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

47. Reports

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

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such

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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, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, 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 Subconsultant 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

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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 Subconsultant or the Personnel of either of them.

50. Subcontract

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

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

51. Accounting, Inspection and Auditing

51.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and

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52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

53. Remuneration and Reimbursable Expenditures

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

53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.

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

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

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

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

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- (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

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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** 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as

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Section V.

Special Conditions of Contract

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Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: The Government of the Philippines (GOP) through the 2017 Corporate Budget of the Bases Conversion and Development Authority.
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	The Member in Charge is <i>[name of member, address, and other necessary contact information]</i> .
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For BCDA: AILEEN ANUNCIACION R. ZOSA Executive Vice President For the Consultant: (Name and Designation of Authorized Representative)
15.1	The addresses are: BCDA : Bases Conversion and Development Authority Attention : AILEEN ANUNCIACION R. ZOSA Executive Vice President Address : BCDA Corporate Center 2/F Bonifacio Technology Center



	<p>31st St. corner 2nd Avenue Bonifacio Global City, Taguig City Facsimile : 816-0996</p> <p>Consultants: <i>[insert name of the Consultant]</i> Attention: <i>[insert name of the Consultant's authorized representative]</i> Address: _____ Facsimile: _____ Email Address: _____</p>
15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; or (b) in the case of facsimiles, within one (1) hour following confirmed transmission.</p>
18.3	<p>State here Consultant's account where payment may be made.</p>
19	<p>No further instructions.</p>
20	<p>No additional provision.</p>
22	<p>None.</p>
24	<p>The contract shall terminate upon issuance of the certificate of completion to the Consultant.</p>
34.2	<p>Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.</p>
35.1	<p>All deliverables indicated in the Terms of Reference and all other documents and electronic files that shall be prepared by the Consultant during the course of its Services shall become and remain the property of BCDA.</p>
38.(d)	<p>No further instructions.</p>
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an</p>

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	<p>individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>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.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount is Pesos: Eight Million Five Hundred Thousand Pesos (P8,500,000.00) , inclusive of all applicable taxes and fees.
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not applicable.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is zero.
55.6	No further instructions.

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Section VI.

Terms of Reference

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Terms of Reference

CONSULTING SERVICES FOR A SPECIALIZED COMMUNICATION PROGRAM: STRATEGIC REGIONAL COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK

I. BUDGET: Eight Million Five Hundred Thousand Pesos (Php 8,500,000.00) Inclusive of all applicable taxes, fees, and incidental expenses

II. BACKGROUND:

The Bases Conversion and Development Authority (BCDA) is mandated by Republic Act 7227 (Bases Conversion and Development Act of 1992) to convert former US military bases and Metro Manila camps to economic centers of growth. Among the areas under the stewardship of BCDA is the Clark Special Economic Zone.

The Clark Special Economic Zone is one of the Philippines' top zones for employment and export. Located within the zone are pioneer locators Yokohama and Nanox and an international gateway, the Clark International Airport. BCDA will continue to enhance the area to bring in more locators through the expansion of the Clark International Airport Terminal, the creation of new mass transit projects and the development of the 9,450-hectare New Clark City.

The New Clark City will be the Philippines' largest and first smart, green, disaster-resilient city where nature, lifestyle, business, education and industry converge. This is the government's bold solution to the daily challenges of the people as it aims to decongest traffic, create jobs, and alleviate the impact of high prices.

The total cost of the full development of New Clark City is estimated at Php 607 billion. At full development, Clark Green City will have some 1.02 million residents, 582,000 workers and contribute a gross output of approximately USD30.94 billion per year to the national economy or roughly four percent share in the county's Gross Domestic Product (GDP).

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To date, BCDA is accelerating initiatives for the promotion of Clark as Asia's next investment center.



b) RATIONALE:

BCDA is now positioning Clark as a premier Asian hub. As part of its rebranding activities, the launch of the new Clark brand is scheduled in the first quarter of 2018.

Vital to the launch of Clark is the implementation of a Strategic Regional Communication and Investor Relations Campaign for Clark (the **Program**) in Asia Pacific that will promote BCDA as a credible investment partner, and Clark—with its key components consisting of the Clark Freeport and Special Economic Zone, the Clark International Airport and the New Clark City—as a premier investment destination to prospective investors, locators and partners in the Asia Pacific region.

The utilization of international media and other communication platforms will facilitate the introduction of the development concept and investment opportunities in Clark to prospective business partners in the Asia Pacific region. The publicity that is expected to be generated from the international media exposure will complement and boost the ongoing marketing promotions for Clark and its various components. Public relations and publicity management via media assets will help push the marketing objectives for Clark.

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c) OBJECTIVES:

The general objective of the **Program** is to implement a holistic communication campaign in order to build investor confidence in BCDA and its various projects in Clark to prospective investors and key business leaders in the Asia Pacific region.

The specific objectives are as follows:

- To utilize communication and media platforms as tools to push for BCDA's marketing initiatives in the Asia Pacific region through strategic communication and investor relations management;
- To raise awareness on and appreciation of Clark in the Asia Pacific region through proper channeling of information via international media;
- To position BCDA as a credible business partner and promote Clark as a globally competitive investment hub;
- To generate investor trust and confidence in BCDA and its projects that would consequently translate to actual investments in Clark.

III. STRATEGIC REGIONAL COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK (THE PROGRAM)

Based on these specific objectives, the consultant shall develop and execute a **6-month Strategic Communication and Investor Relations Campaign for Clark in the Asia Pacific region**, which will define strategies that will address the aforementioned objectives. The **Program** should include, among others, the following:

D. Proposal

- Environmental Scanning & Assessment of Competition within the Asia Pacific Region
- Objectives, Strategies/Tools and Plans
- Key Messages
- Publicity Support Plan
- Communication Channels/Media to be used

E. Implementation Plan & Timetable

F. Monitoring, Feedback, and Program Evaluation Mechanism

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IV. MINIMUM QUALITIES OF THE PROGRAM

The proposed Program must incorporate the following qualities:

D. Strategic Thinking and Planning

Through the **Program**, the proponent must be show that it is highly capable to pro-actively manage and project Clark's image and reputation as a premier investment hub in Asia Pacific. The proponent must formulate and describe in the Program a highly focused communication plan utilizing conventional and non-conventional communication strategies, methodologies, tools, and activities.

This requires an integrated marketing communication approach in the implementation of the overall **Program**.

The proponents must be able to craft in the **Program** the main narrative of Clark and its media profiling strategies.

E. Effective Mobilization of Wide Media Networks in the Asia Pacific Region

Through the **Program**, the proponent must be able to show its capability to mount effective media blitzes in the Asia Pacific region.

The proponent's **Program** should include, among others, a list of their media contacts, (i.e. editors, columnists, reporters, program hosts etc.), and their corresponding media and or program affiliations such as newspapers, radio stations, TV networks, magazines, etc. for purposes of strategic message management.

F. Utilization of non-traditional communication tools, channels and approaches.

The **Program** must include the use of non-traditional communication tools, channels and approaches in the communication plan in order to actively engage the target audience for maximum impact.

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V. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for the Consulting Services for Strategic Regional Communication and Investor Relations Campaign for Clark is **Eight Million Five Hundred Thousand Pesos (Php 8,500,000.00) inclusive of all applicable taxes, fees, and out-of-pocket expenses** such as transportation, accommodation, press event materials, hospitality and miscellaneous expenses of the proponent's project team.

VI. CONTRACT TERM

The Consultant shall provide the required services for the period of six (6) months. The implementation of the Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark shall be completed within six (6) months, from the date indicated in the Notice to Proceed.

VII. SCOPE OF WORK/TECHNICAL SPECIFICATIONS:

- A. **Formulation of an Overall Regional Communication and Investor Relations Campaign for Clark.** The **Program** shall incorporate an integrated marketing approach for Clark and all its components including the Clark Freeport and Special Economic Zone, Clark International Airport and New Clark City, using media and other communication tools and venues.
- B. **Environmental Scanning and Assessment.** Keep track of regional competition and recommend media activities that will promote Clark to the target market. Monitor BCDA-related news and issues in the Asia Pacific media and notify BCDA accordingly, providing recommended course of action.
- C. **Media Profiling.** Craft media profiling strategies for Clark.
- D. **Messaging.** Create key messages and prepare the required briefing materials.
- E. **Editorial Services.** Write/edit articles, press and photo releases, editorials, column feeds, and letters to the editor, as necessary.

- F. **Publicity Management.** Prepare and disseminate articles, photo releases, press kits to appropriate media and arrange media interviews with principals and spokespersons.
- G. **Media Networking.** Create for, or extend to, the **BCDA** top management an extensive network with the various editorial levels of media—publishers, editors, columnists, and reporters of leading print, online and broadcast media outfits in the Asia Pacific Region—by facilitating meetings and interviews.
- H. **Media Events, and/or Investors Briefing.** Plan, implement and manage media, and/or investor relations events, such as, but not limited to press tours, press conferences, briefings, and business forum that will help promote Clark to its target market in the region.
- I. **Assign a team to the BCDA account.** The communication team shall be composed of a communication strategist, project director, publicity management specialist, and writer. The members of the proposed communication team must have the required years of experience and must have handled projects similar to the requirement in the Asia Pacific region, relevant to his/her function in the team as specified in item No. IV. Selection of the consultant of this TOR.
- J. **Report to BCDA on a monthly basis.** The communication team shall report the results of the implementation of the communication program, using qualitative and quantitative parameters monthly.
- K. **Revise or modify the communication program, when necessary.** This is upon the request and/or approval by BCDA.

VIII. DELIVERABLES:

- A. Formulate and execute a Strategic Regional Communication and Investor Relations Campaign for Clark, approved by BCDA with the provision to revise as the need arises. The **Program** must include the main narrative of Clark and its media profiling strategies and a media engagement plan. The **Program** will be part of an inception report which will be submitted within two weeks upon receipt of Notice to Proceed.

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IX. SELECTION OF THE CONSULTANT

The qualifications/requirements which shall be the basis for the selection of the **CONSULTANT** are the following:

7. The Consulting Firm must strictly be a communication firm with a regional affiliation in the Asia Pacific.
8. The Consulting Firm must have handled at least three (3) communication projects either for government or private contracts.
9. The Consulting Firm must have at least five (5) years business operations. In the case of joint ventures, any of the partners should have at least five (5) years business operations.
10. The Consulting Firm must have an affiliate (regional communication firm) in the Asia Pacific region that :
 - a. has at least five (5) years business operations;
 - b. an established regional presence in handling clients in government, multinational and/or financial institutions, and doing investment promotions, stakeholder and reputation management, strategic communications solutions, cross-market research and/or business advisory services in the Asia Pacific region;
 - c. has a strong and established presence in the ASEAN and the Asia Pacific region—with at least one (1) office within the region aside from the Philippines.
 - d. has strong and established media network in the Asia Pacific, that includes ASEAN-member countries, as well as China, Japan, Hong Kong, Taiwan, and/or Australia.
 - e. must have handled at least three (3) projects in the abovementioned industries amounting to at least half the price of the Approved Budget for Contract (ABC).
11. The Consulting Firm must assign a communication team with the following qualifications:

	Years of experience in the Asia Pacific region, relevant to his function in the team	Number of projects handled which are similar to the requirement

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Communication Strategist	at least 10 years	at least 10 projects
Project Director	at least 5 years	at least 5 projects
Publicity Management Specialist	at least 5 years	at least 5 projects
Writer	at least 3 years	at least 3 projects

12. Any Consulting Firm which is directly associated or which may be directly associated with any entity which has a conflict of interest in, or bias against the BCDA Group shall be disqualified from bidding for the Consulting Services for the Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark.

X. EVALUATION OF THE CONSULTANT

A. Evaluation Criteria for Shortlisting

Evaluation Criteria for Shortlisting	Weight
1. Applicable Experience of the Consulting Firm	50%
2. Quality of Personnel who shall be assigned to the Communications Team	40%
3. Current Workload of the Personnel relative to capacity	10%
Total	100%
<i>The BAC for Consultancy shall draw up a shortlist of at most seven (7) consultants from those who have submitted the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act (RA) 9184.</i>	

B. Evaluation Criteria for Technical Proposal

Evaluation Criteria for the Technical Proposal	Weight
1. Applicable Experience of the Consulting Firm	15%
2. Quality of Personnel who shall be assigned to the Communication Team	20%
a. One (1) Communication Strategist	

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<ul style="list-style-type: none"> b. One (1) Project Director c. One (1) Publicity Management Specialist d. One (1) Writer 	
<p>3. Plan of Approach and Methodology :</p> <ul style="list-style-type: none"> a. Responsiveness to the Scope of Work (20%) (Plan vis-a-vis Deliverables) b. Strategic Thinking and Planning Capabilities (10%) (Approach and Methodology) c. Capability to Effectively Mobilize Wide Media Networks (20%) (List of Regional Media Network) d. Ability to utilize non-traditional communication tools, channels and approaches (10%) 	65%
TOTAL	100%
The total minimum score for the consultant's technical proposal of 70% must be met.	

An oral presentation of the corporate profile and the proposed Strategic Regional Communication and Investor Relations Campaign is required as part of the evaluation.

XI. METHODOLOGY

The prospective consultants' proposals shall be evaluated based on the **Quality Based Evaluation (QBE)**. Each consultant shall submit technical and financial proposals simultaneously in separate sealed envelopes. The technical proposal shall be considered in the Evaluation of the consultants and shall be given a weight of one hundred percent (100%).

The total minimum score for the consultant's technical proposal of 70% must be met. Only the consultants who meet the minimum total technical score of 70% shall be ranked in descending order based on the combined numerical ratings of their technical proposals, from which the highest rated bid will be identified.

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Only the consultant who gets the Highest Rated Bid shall be invited for the opening of the Financial Proposal. Total calculated bid prices which exceed the approved budget for the contract shall not be considered. The name of the consultant, the quality scores and the proposed prices shall be read and recorded when the financial proposals are opened. Negotiations shall be undertaken with the consultant who is first in rank.

The financial proposals shall not exceed the approved budget for the contract and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

XII. STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the contract by using its technical expertise and according to the best-accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by BCDA at any time before its completion. The Consultant shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract.

XIII. CONFIDENTIALITY CLAUSE

The Consultant warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The Consultant shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.

The Consultant shall not be engaged by any person or entity whose business or interests are against the interests of BCDA.

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This prohibition shall subsist for a period of two (2) years after the expiration of the contract.

For this purpose the Consultant shall enter into a Non-Disclosure Agreement with BCDA.

XIV. LIQUIDATED DAMAGES

The Consultant obligates itself to perform and complete all the Services within the period specified in the Terms of Reference and the Contract beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Consultant fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the Consultant in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.

XV. TAX LIABILITIES OF THE CONSULTANT

The Consultant shall submit audited financial statements, stamped "received" by the BIR for the immediately preceding calendar year, showing, among other things, the consultant's total and current assets and liabilities.

XVI. PERFORMANCE SECURITY

Prior to the signing of the Contract, the Consultant shall post in favor of **BCDA** a Performance Security to guarantee the Consultant's faithful performance of all obligations and undertakings under the Contract. The Performance Security may be in any of the following forms or a combination thereof:

- A. Cash or cashier's/manager's check issued by a Universal or Commercial Bank
– Five percent (5%) of total Contract Price;
- 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 – Five percent (5%) of total Contract Price;

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- 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%) of total Contract Price.

The Performance Security shall comply with and reflect the following conditions:

- A. It shall guarantee the payment of the amount of the security as penalty in the event it is established that the Consultant is in default in the performance of its obligations under the Contract;
- B. It shall be co-terminus at least with the final completion of the Services including time extension granted, if any; and
- C. The following provision shall form part of the performance security: **“The right to institute action on the penal bond of any individual firm, partnership, corporation and association supplying the Consultant with labor and materials for the prosecution of the services is hereby acknowledged and confirmed.”**
- D. A sworn certification that the Consultant is free and clear of all tax liabilities to the government.

XVII. CONFLICT OF INTEREST

Any Consulting Firm which is directly associated or which may be directly associated with any entity having a conflict of interest in or bias against the BCDA Group shall be disqualified from the bidding for the Consulting Services for the Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark.

In all cases, the Consultant which is indirectly associated or which may be indirectly associated with any entity that may have a conflict of interest in or bias against the BCDA Group shall be required to disclose the extent of such relationship so that the BCDA may act upon the same accordingly.

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XVIII. TERMS OF PAYMENT

- A. Fifteen percent (15%) of the contract price upon approval of the Regional Communication and Investment Relations Campaign;
- B. Twenty-five percent (25%) of the contract price upon submission by the Consultant of the inception report and approval of the same by BCDA;
- C. Forty percent (40%) of the contract price divided equally into six parts to represent payment every month beginning on the first month up to the sixth month upon submission of a monthly accomplishment report; and
- D. Twenty (20%) of the contract price upon submission of the Terminal Report and the issuance by BCDA of a Certificate of Completion of Services rendered.

XIX. DISPUTE SETTLEMENT

A. Joint Committee

Any dispute arising from this Contract shall be discussed and settled by a Joint Committee composed of two (2) ranking representatives of each Party. The Joint Committee shall convene within 15 days from receipt by either Party of a notice of dispute. The decision of the Joint Committee shall be final and executory.

B. Arbitration

Should no agreement be reached by such Joint Committee within the stipulated period, either Party may refer the dispute for arbitration in accordance with existing laws on Arbitration.

C. Venue of Suit

The venue of any court action with respect to this Contract for purposes of enforcing any judgment obtained in the arbitration proceedings shall be the proper courts of Taguig City, to the exclusion of all other courts.

XX. CONTINGENCY FOR CRISIS SITUATIONS

The **BCDA** may call on the services of the **CONSULTANT or its principals** during crisis situations that require specialized

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Section VII.

Bidding Forms

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TECHNICAL PROPOSAL FORMS

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TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

(Letterhead)

[Date]

The Bids and Awards Committee – Consulting Services

Bases Conversion and Development Authority
2/F Bonifacio Technology Center
31st Street corner 2nd Avenue, Bonifacio Global City
Taguig City

Ladies/Gentlemen:

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

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

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

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

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

We remain.

Yours sincerely,
Authorized Signature:

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

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TPF 2. CONSULTANT'S REFERENCES

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

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

Project Name		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services:
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]

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**TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON
THE TERMS OF REFERENCE**

[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

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

[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

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TPF 5. Team Composition and Task

Key Staff	Name	Position	Task
1		Communication Strategist	
2		Project Director	
3		Publicity Management Specialist	
4		Writer	
Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.			

 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]



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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Registered Profession: _____

Date of Birth: _____ Nationality: _____

Years with Firm: _____ Current Position in the Firm: _____

Education

[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained using the matrix below]

College/University	Degree/Title Obtained	Inclusive Dates

Trainings/Seminars

[Summarize the trainings, seminars and workshops undertaken, including those conducted by the nominated key staff, using the matrix below]

Title/Description	Conducted by	Inclusive Dates	Venue	Involvement*

*Such as participant, speaker or trainer

Projects Undertaken / Major Accounts Handled: *Provide outline of projects undertaken using the matrix below]*

- 1) List all major accounts covering contracts within the period of November 2012 to November 2017.
- 2) Major accounts refer to contracts with the following clients/industries: government, multinational, and/or financial institutions, and doing investment promotions, stakeholder and reputation management, strategic communications solutions, cross-market research and /or business advisory services in the Asia Pacific region.
- 3) Provide the names and address of employing company using the matrix below and continue on separate sheet if necessary.

Title/Description	Client	Position	Completion Date

Projects Presently Being Undertaken

[Provide outline of on-going projects using the matrix below]

Title/Description	Client	Position	Start Date	End Date

Memberships in Professional Societies

[Give an outline of memberships in professional societies using the matrix below]

Name of Society/Commission	Date of Conferment/Registration	License/Professional Number	Validity Date

Languages

[Using the format below, indicate proficiency of languages familiar with proficiency whether excellent, good, fair, or poor in speaking, reading, and writing]

Language	Proficiency		
	Speaking	Reading	Writing

Employment Record:

[Starting with present position, list in reverse order every employment held by nominated staff. List all positions since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. Indicate relevant work experience of staff in his/her nominated position. For experience in last ten years, also give types of activities performed and client references, where appropriate]

Handwritten initials/signature in red and black ink.

Certification:

I, [full name of proposed professional staff], certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I Further commit that I shall work for the Consulting Services for the Preparation of Site Development Plan and Detailed Architectural and Engineering Design for the Relocation and Functional Replication of Philippine Army's Structures/Facilities and Utilities as [nominated position] of [name of bidding firm] once awarded the contract..

_____ Date: _____
[Signature over printed name of nominated key staff]

_____ Date: _____
[Signature over printed name of authorized representative of the firm]

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Important Note: Provide applicable documents to substantiate professional registration, educational attainment and trainings undertaken. Only those attainments and undertakings with supporting documents will be considered for evaluation.

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TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____
 Signature: _____
 (Authorized representative)
 Full Name: _____
 Title: _____
 Address: _____

Handwritten initials/signature

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Activity (Work) Schedule (in Bar Chart)

	<i>[1st, 2nd, etc. are months from the start of project.]</i>					
Activity (Work)	1st	2nd	3rd	4th	5th	6th

B. Completion and Submission of Reports

Reports	Date

 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]

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OMNIBUS SWORN STATEMENT

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OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

If a sole proprietorship: I am the sole proprietor of [Name of Consultant] with office address at [address of Consultant];

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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

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

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

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

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

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

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

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *(Name of Consultant)* 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.

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____

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BID SECURING DECLARATION

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BID SECURING DECLARATION

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

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Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

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- c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
- d. **IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this ___ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

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

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FINANCIAL PROPOSAL FORMS

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FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **Consulting Services for the Specialized Communication Program: Strategic Communication and Investor Relations Campaign for Clark** 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], inclusive of all applicable taxes and fees.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



FPF 2. SUMMARY OF COSTS

Costs	Amount in Philippine Peso
Remuneration	_____
Miscellaneous	_____
Subtotal	_____
All Applicable Taxes and Fees	_____
Total Amount of Financial Proposal	_____

[Signature over printed name of Authorized Representative]
[Title]
[Name of Firm]

FPF 3. Breakdown of Price per Activity

<p>Activity No.: 1 Activity Name: Formulation of the Program for the Strategic Regional Communication and Investor Relations Campaign for Clark</p>	<p>Description: Formulate and execute a Strategic Regional Communication and Investor Relations Campaign for Clark, approved by BCDA with the provision to revise as the need arises. The Program must include the main narrative of Clark and its media profiling strategies and a media engagement plan. The Program will be part of an inception report which will be submitted within two weeks upon receipt of Notice to Proceed.</p>
<p>Price Component</p>	<p>Amount in Philippine Peso</p>
<p>Remuneration</p>	
<p>Miscellaneous Expenses</p>	
<p>Subtotal</p>	

<p>Activity No.: 2 Activity Name: Monitor competition and media exposure</p>	<p>Description: Monitor the regional competition's media exposure and integrate inputs and feedback to the strategic plan / program.</p>
<p>Price Component</p>	<p>Amount in Philippine Peso</p>
<p>Remuneration</p>	
<p>Miscellaneous Expenses</p>	
<p>Subtotal</p>	

<p>Activity No.: 3 Activity Name: Publication of stories in key international media outfits and print publications</p>	<p>Description: Facilitate the publication or production of at least four (4) different stories in key international media publications/networks (print, broadcast, online).</p>
<p>Price Component</p>	<p>Amount in Philippine Peso</p>

Remuneration	
Miscellaneous Expenses	
Subtotal	

Activity No. 4	
Activity Name: Arrangement of Quad Media Interviews and Guestings	Description: Facilitate quad-media interviews and media guestings for top officials.
	Amount in Philippine Peso
Remuneration	
Miscellaneous Expenses	
Subtotal	

Activity No. 5	
Activity Name: Preparation of Press releases & media kits	Description: Prepare at least four (4) press releases and/or media kits, as necessary



<p>Price Component</p>	<p>Amount in Philippine Peso</p>
<p>Remuneration</p> <p>Miscellaneous Expenses</p> <p>Subtotal</p>	
<p>Activity No. 6</p> <p>Activity Name: Facilitation of investor relations events</p>	<p>Description: Arrange, conduct, facilitate and implement at least three (3) media or investor relations events such as, but not limited to, press conferences, briefings, press tours, business conferences and forums.</p>
<p>Price Component</p>	<p>Amount in Philippine Peso</p>
<p>Remuneration</p> <p>Miscellaneous Expenses</p> <p>Subtotal</p>	

	<p>Activity No. 7 Activity Name: Facilitation of Meetings with media and other personalities</p>	<p>Description: Arrange, conduct and facilitate meetings between BCDA, CIAC and CDC officials and editors, reporters, columnists, and television commentators, anchors and other personalities of leading regional publications and networks.</p>
<p>Price Component</p>		<p>Amount in Philippine Peso</p>
<p>Remuneration</p>		
<p>Miscellaneous Expenses</p>		
<p>Subtotal</p>		
<p>Activity No. 8 Activity Name: Spokesperson Briefing</p>		<p>Description: Brief and advice spokespersons on how to deliver key messages and handle the media interviews.</p>
<p>Price Component</p>		<p>Amount in Philippine Peso</p>

<p>Remuneration</p> <p>Miscellaneous Expenses</p> <p>Subtotal</p>	
<p>Activity No. 9</p> <p>Activity Name: Nomination and Assignment of Key Staff for the Project</p>	<p>Description: Assign a team to the BCDA account. The communication team shall be composed of a communication strategist, project director, publicity management specialist, and writer. The members of the proposed communication team must have the required years of experience in the Asia Pacific region, relevant to his function in the team.</p>
<p>Price Component</p>	<p>Amount in Philippine Peso</p>
<p>Remuneration</p> <p>Miscellaneous Expenses</p> <p>Subtotal</p>	

Handwritten initials/signature

Total	
Activity No. 10	
Activity Name: Monthly Report Preparation and Submission	Description: Submit a monthly report summarizing all works carried out under the program.
Price Component	Amount in Philippine Peso
Remuneration	
Miscellaneous Expenses	
Subtotal	
Total	

 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]



FPF 4. Breakdown of Remuneration per Activity

Activity No. 1 Name:				
Names	Position	No. of Man-Months	Remuneration Rate	Amount
Key Personnel				
Support Staff				
Subtotal				

Activity No. 2 Name:				
Names	Position	No. of Man-Months	Remuneration Rate	Amount

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Consulting Services for the SPECIALIZED COMMUNICATION PROGRAM:
 STRATEGIC REGIONAL COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK

Key Personnel				
Support Staff				
Subtotal				

Activity No. 3 Name:				
Names	Position	No. of Man- Months	Remuneration Rate	Amount
Key Personnel				
Support Staff				
Subtotal				

Activity No. 4 Name:				
Names	Position	No. of Man- Months	Remuneration	Amount

				Rate
Key Personnel				
Support Staff				
Subtotal				

Total

 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]

FPF 6. MISCELLANEOUS EXPENSES

Note: Description Items that are not applicable should be deleted; others may be added.

Activity No. 1 Activity Name:

No.	Description	Unit	Quantity	Unit Price	Cost
1					
2					
3					
4					
5					
6					
7					
Subtotal					

Handwritten initials/signature

Activity No. 2 Activity Name:

No.	Description	Unit	Quantity	Unit Price	Cost
1					
2					
3					
4					
5					
6					
7					
	Subtotal				

Activity No. 3 Activity Name:

No.	Description	Unit	Quantity	Unit Price	Cost
1					
2					
3					
4					
5					
6					
7					
	Subtotal				

Consulting Services for the SPECIALIZED COMMUNICATION PROGRAM:
 STRATEGIC REGIONAL COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK

Activity No. 4 Activity Name:

No.	Description	Unit	Quantity	Unit Price	Cost
1					
2					
3					
4					
5					
6					
7					
Subtotal					

	Total
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 [Signature over printed name of Authorized Representative]
 [Title]
 [Name of Firm]

Section VIII.

Appendices

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APPENDICES

I. Description of Services

Please refer to the Terms of Reference (TOR) for the detailed description of the Services and the deliverables of the Consultant.

II. Reporting Requirements

Please refer to the Terms of Reference (TOR) for the frequency and types of reports to be submitted by the Consultant.

III. Key Personnel and Sub-Consultants

Please refer to the Terms of Reference (TOR) for the title and minimum qualifications of each Key Personnel that shall be engaged in carrying the Services. The estimated period of engagement of each Key Personnel shall be determined by the Time Schedule for Professional Personnel through TPF7. Any provision outside of the TOR is not applicable.

IV. Breakdown of Contract Price

Please refer to the Terms of Reference (TOR). Any provision outside of the TOR is not applicable.

V. Services and Facilities Provided by the Client

Not Applicable.

VI. Consultant's Representations Regarding Costs and Charges

The breakdown of Remuneration Costs and Miscellaneous Expenses are enumerated in the Financial Proposal forms. Any provision outside of the TOR and the Bidding Forms is not applicable.

VII. Breakdown of Agreed Fixed Rates

Not Applicable.

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Section IX.
Contract

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**CONTRACT FOR CONSULTING SERVICES FOR
A SPECIALIZED COMMUNICATION PROGRAM: STRATEGIC REGIONAL
COMMUNICATION AND INVESTOR RELATIONS CAMPAIGN FOR CLARK**

THE PUBLIC IS INFORMED:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, herein represented by its President and Chief Executive Officer, **VIVENCIO B. DIZON**, who is duly authorized for this purpose under Section No. VIII, Subject No. 8.02, Item 2 (c) of the Revised BCDA Manual of Approvals, dated 05 August 2010, a certified true copy of which is attached as **Annex "A"** and made an integral part hereof, hereinafter referred to as "**BCDA**";

- and -

_____, a corporation organized and existing under the laws of the Republic of the Philippines, with office and postal address at _____, represented by its _____, who is duly authorized for this purpose as evidenced by the Secretary's Certificate or Board Resolution dated _____ 2017, a certified true copy of which is attached as **Annex "B"** and made an integral part hereof, herein referred to as the "**CONSULTANT**".

Individually referred to as "Party" and collectively "Parties".

ANTECEDENTS

BCDA is mandated under Republic Act No. 7227, as amended, to accelerate the sound and balanced conversion into alternative productive civilian uses of former US military camps and Metro Manila military reservations and their extensions, to raise funds through the sale of portions of Metro Manila military camps, and to apply said funds for the development and conversion into alternative productive civilian uses of these properties.

BCDA, in partnership with the private sector, is actively pursuing the development of Fort Bonifacio in Taguig, Clark in Pampanga, Camp John Hay in Baguio City, Bataan Technology Park, in Morong Bataan, and Poro Point in San Fernando, La Union, as well as other Metro Manila camps.

Clark is one of the areas under BCDA's stewardship. It is home to the Clark Special Economic Zone, one of the Philippines' top zones for employment and export. Located within the zone are pioneer locators Yokohama and Nanox, and an international gateway, the Clark International Airport. BCDA will continue to enhance the area to bring in more locators through the expansion of the Clark International Airport Terminal, the creation of new mass transit projects and the development of the 9,450-hectare New Clark City.

The New Clark City will be the Philippines' largest and first smart, green, disaster-resilient city where nature, lifestyle, business, education and industry converge. This is the government's bold solution to the daily challenges of the people as it aims to decongest traffic, create jobs, and alleviate the impact of high prices.

Currently, BCDA is positioning Clark as a premier Asian hub. As part of its rebranding activities, the launch of the new Clark brand is scheduled in the first quarter of 2018.

Vital to the launch of Clark is the implementation of a region-wide communication campaign in Asia Pacific that will promote BCDA as a credible investment partner, and Clark—with its key components consisting of the Clark Freeport Zone, the Clark International Airport and the New Clark City—as a premier investment destination to prospective investors, locators and partners in the Asia Pacific region.

BCDA needs the expertise of a CONSULTANT which can implement a Specialized Communication Program—Strategic Regional Communication and Investor Relations Campaign for Clark, entailing the implementation of a holistic communications campaign that can build investor confidence in BCDA as it promotes various projects in Clark to prospective investors and key business leaders in the Asia Pacific region.

The CONSULTANT warrants that it has the required technical expertise, resources and the financial capacity to comply with its commitments as required by BCDA for this purpose.

Further, the CONSULTANT warrants that it has an established regional presence in handling clients in government, multinational and financial institutions, and doing investment promotions, stakeholder and reputation management, strategic communications solutions, cross-market research and business advisory services in the Asia Pacific region.



- L. Formulate and execute a Strategic Regional Communication and Investor Relations Campaign approved by BCDA with the provision to revise as the need arises. The program must include the main narrative of Clark and its media profiling strategies and a media engagement plan.
- M. Monitor the regional competition's media exposure and integrate inputs and feedback to the strategic plan / program.
- N. Facilitate the publication or production of (4) different stories in key international media publications/networks (print, broadcast, online).
- O. Facilitate quad-media interviews and media guestings for top officials.
- P. Prepare four (4) press releases and/or media kits, as necessary.
- Q. Arrange, conduct, facilitate and implement at least three (3) media or stakeholder or investor relations events such as, but not limited to, press conferences, briefings, press tours, business conferences and forums.
- R. Arrange, conduct and facilitate meetings between BCDA, CIAC and CDC officials and editors, reporters, columnists, and television commentators, anchors and other personalities of leading regional publications and networks.
- S. Brief and advice spokespersons on how to deliver key messages and handle the media interviews.
- T. Assign a team to the BCDA account. The communication team shall be composed of a communication strategist, project director, publicity management specialist, and writer. The members of the proposed communication team must have the required years of experience in the Asia Pacific region, relevant to his function in the team.
- U. Submit an inception report within two weeks upon receipt of Notice to Proceed.
- V. Submit a monthly report summarizing all works carried out under the program.

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- W. Submit a terminal report to BCDA summarizing all works carried out under the program, including the consultant's assessments and recommendations.

SECTION 3. Strategic Regional Communication and Investor Relations Campaign

The proposed Strategic Regional Communication and Investor Relations Campaign must incorporate the following qualities:

G. Strategic Thinking and Planning Capabilities

The **CONSULTANT** must be highly capable to pro-actively manage and project Clark's image and reputation as a premier investment hub in Asia Pacific. The proponent must formulate a highly focused communication plan utilizing conventional and non-conventional communication strategies, methodologies, tools, and activities.

This requires an integrated marketing communication approach in the implementation of the overall Strategic Regional Communication and Investor Relations Campaign.

The CONSULTANT must be able to craft the main narrative of Clark and its media profiling strategies.

H. Capability to Effectively Mobilize Wide Media Networks in the Asia Pacific Region

The CONSULTANT must have the capability to mount effective media blitzes in the Asia Pacific region.

The CONSULTANT's plan should include, among others, a list of their media contacts, (i.e. editors, columnists, reporters, program hosts etc.), and their corresponding media and or program affiliations such as newspapers, radio stations, TV networks, magazines, etc. for purposes of strategic message management.

I. Ability to utilize non-traditional communication tools, channels and approaches.

The CONSULTANT must be able to incorporate non-traditional communication tools, channels and approaches in the communication program in order to actively engage the target audience for maximum impact.

SECTION 4. Contract Price and Manner of Payment. The budget for the Contract for Consulting Services for the Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark, is **Eight Million Five Hundred Thousand Pesos (PhP8,500,000.00)**, inclusive of all applicable taxes and fees.

Terms of Payment. The CONSULTANT shall be paid in the following schedule:

- A. Twenty percent (20%) of the contract price upon submission by the Consultant of the inception report and approval of the same by BCDA;
- B. Twenty percent (20%) of the contract price upon approval of Specialized Communication Program: Strategic Regional Communication and Investor Relations Campaign for Clark;
- C. Forty percent (40%) of the contract price divided equally into six parts to represent payment every month beginning on the first month up to the sixth month upon submission of a monthly accomplishment report;
- D. Twenty (20%) of the contract price upon submission of the Terminal Report and the issuance by BCDA of a Certificate of Completion of Services rendered.

SECTION 5. Responsibilities of BCDA. BCDA shall perform the following responsibilities under this Contract:

- A. Make available to the CONSULTANT, as needed, all available data, plans and other documents relating to the work/services to be undertaken;
- B. Act promptly on matters brought to its attention by the CONSULTANT for BCDA's decision which can affect the schedule of services and submittals;
- C. Conduct regular reviews on the progress of work undertaken by the CONSULTANT to evaluate its conformance with the provisions of this Contract; and
- D. Inform the CONSULTANT of major policy issues and/or developments which could affect the work of the CONSULTANT.

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SECTION 6. Notice of Delay.

In the event the CONSULTANT encounters delay in obtaining the required services or facilities understood to be provided by BCDA under this Contract, it shall promptly notify BCDA in writing within five (5) working days of such delay and may request for an appropriate extension for completion of services. An extension of time may be granted if it could be established that the cause of the delay in the performance of work was due to the failure of BCDA to provide the required service or facilities. Any extension granted shall not entail additional fees over the consideration herein stipulated.

In the event of delay due to the fault of the CONSULTANT, the latter shall be liable for Liquidated Damages under Section 18 of this Contract without prejudice to other damages as stipulated by the Parties and obligations under the Performance Security executed by the CONSULTANT.

SECTION 7. Ownership of Documents, Materials, and Equipment. All plans, reports, and similar materials prepared under this Contract shall be considered as confidential. Upon completion of the services herein provided, such plans, reports, and similar materials shall become the property of BCDA. The CONSULTANT shall not retain the said materials for its record.

SECTION 8. Successors and Assigns. BCDA and the CONSULTANT each bind itself, its partners, successors, and assigns and legal representatives to the other Party of this Contract, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Contract. Neither BCDA nor the CONSULTANT shall assign, sublet, or transfer its interest in this Contract without the written consent of the other.

SECTION 9. Independent Contractor. Nothing contained herein shall be construed as establishing or creating between BCDA and the CONSULTANT the relationship of an employer and employee, or principal and agent, it being understood that the position of the CONSULTANT and anyone else performing the services is that of an Independent Contractor.

SECTION 10. Indemnifications. BCDA shall not in any way be liable or responsible for the death or for any personal injury or damage sustained or caused by, or to any of the employee/s of the CONSULTANT during the performance of their work under this Contract.

The CONSULTANT shall ensure compliance with all existing laws, rules and regulations, particularly the Labor Code of the Philippines, likewise binds itself to save, and shall hold BCDA free and harmless from any liability in respect thereto and/or arising therefrom.



SECTION 11. Tax Liabilities of the Consultant. The CONSULTANT shall regularly present during the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereof.

SECTION 12. Performance Security. Prior to the signing of this Contract, the CONSULTANT shall post in favor of BCDA a Performance Security to guarantee the CONSULTANT's faithful performance of all obligations and undertakings under this Contract. The Performance Security may be in any of the following forms:

- D. Cash or cashier's/manager's check issued by a Universal or Commercial Bank – Five percent (5%) of total Contract Price;
- E. 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 – Five percent (5%) of total Contract Price; or
- F. 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%) of total Contract Price.

The Performance Security shall comply with and reflect the following conditions:

- 1. It shall guarantee the payment of the amount of the security as penalty in the event it is established that the CONSULTANT is in default in the performance of its obligations under this Contract;
- 2. It shall be co-terminus at least with the final completion of the Consulting Services including time extension granted, if any; and
- 3. The following provision shall form part of the performance security: **“The right to institute action on the penal bond of any individual firm, partnership, corporation and association supplying the CONSULTANT with labor and materials for the prosecution of the services is hereby acknowledged and confirmed.”**
- 4. A sworn certification that the CONSULTANT is free and clear of all tax liabilities to the government.

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SECTION 13. Incorporation. This Contract shall be deemed subject to the provisions of the Terms of Reference (TOR), and the proposal submitted by the CONSULTANT to BCDA pursuant to the TOR, all of which are deemed incorporated in this Contract and made an integral part hereof.

All other documents and contracts that were part of the procurement process shall also be deemed incorporated in this Contract.

SECTION 14. Termination.

Termination by BCDA. BCDA 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 BCDA 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 a person 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 BCDA stating that the circumstance of force majeure is deemed to have caused;
- (c) In whole or in part, at any time for its convenience, BCDA may terminate the Contract for its convenience if it has determined the existence of conditions that make project implementation economically, financially or technically impact 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 effect any right of action or remedy which has accrued or will accrue thereafter to BCDA 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 behaviour relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt fraudulent, collusive coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or

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methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in the Bidding Documents;

(f) The CONSULTANT fails to remedy a failure in the performance of their obligations within thirty (30) calendar days from receipt of such notice of suspension or within such further period as the BCDA may have subsequently approved in writing;

(g) The CONSULTANT's failure to comply with any final decision reached as a result of arbitration proceeding; or

(h) The CONSULTANT fails to perform any other obligation under this Contract.

In case of termination, BCDA must serve a written notice to the CONSULTANT of its intention to terminate this Contract at least thirty (30) calendar days before the intended date of termination.

Termination by the CONSULTANT. The CONSULTANT must serve a written notice to BCDA 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 BCDA with regard to such written notice within thirty (30) calendar days after the receipt thereof by BCDA. The CONSULTANT may terminate this Contract through any of the following events:

(a) BCDA 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) BCDA's failure to comply with any final decision reached as a result of arbitration;

(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) BCDA Entity fails to pay any money due to the CONSULTANT pursuant to this Contract and not subject to dispute within eighty four

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(84) days after receiving written notice from the CONSULTANT that such payment is overdue.

Force majeure are those events which could not be foreseen, or which, though foreseen, were inevitable, such as war, hostilities (whether declared or not), invasions, strikes, epidemics, quarantine, and acts of God such as but not limited to floods, volcanic eruptions, and earthquakes.

SECTION 15. Standard of Services. The CONSULTANT shall fulfill its obligations under this Contract by using its technical expertise and according to the best-accepted professional and industry standards. The CONSULTANT shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work for the best interest of BCDA.

SECTION 16. Confidentiality. The CONSULTANT warrants that strict confidentiality on all information gathered for this consultancy Contract given by BCDA and its personnel shall be observed.

Except with the prior written consent of the BCDA, the CONSULTANT and/or any of its agents shall not at any time communicate to the public or any person or entity any information disclosed to them for the purpose of the Services. After the completion of this Contract, all materials, data, and other related documents under the possession of the CONSULTANT must be returned to BCDA.

In the event it has been proven that the CONSULTANT, during the prohibitory period mentioned above, has accepted and/or is hired by a person or entity mentioned in the immediately preceding paragraph, BCDA shall have the right to cancel or terminate this Contract or to demand from the CONSULTANT payment for damages without prejudice to BCDA's right to resort to other legal remedies provided by law.

Disclosure. The receiving Party agrees to use the Confidential Information only on a need-to-know basis solely in connection with the current and contemplated relationship between the Parties and not for any other purpose authorized by this Contract and only as follows: to Recipient, to other companies engaged by Recipient to perform services, and to individuals or companies working for Recipient.

The Recipient and other companies engaged by, individuals or companies working for the Recipient, who by virtue of the relationship between the Parties shall receive Confidential Information, should have respective written non-disclosure agreements executed, at least, in the same tenor of this Contract to the end of protecting the Disclosing Party's Confidential Information.

Nonetheless Recipient may disclose the Disclosing Party's Confidential Information when required by a Court of Law or a by a lawful government order upon prior written notice to the Disclosing Party and only after an opportunity to oppose the disclosure. The Recipient agrees that it shall cooperate and not oppose the Disclosing Party with respect to any such requirement in any application for a protective order or other relief that the Disclosing Party may seek.

No other license or right, whatever explicit or tacit in the Confidential Information, is granted to the Recipient. Title to the Confidential Information will remain solely in the Disclosing Party.

Definitions. Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a Party or its representatives to the other Party and that Party's representative after the Effective date including but not limited to:

- a. The fact that discussion and negotiation are taking place between the Parties and the status of those discussion and negotiation;
- b. The existence and terms of this Contract;
- c. Any information that would be regarded as confidential by a reasonable business person relating to:
 - i. The business, affairs, customers, clients, suppliers, plans, intention or market opportunities of the Disclosing Party or of the Disclosing Party's Group; and
 - ii. The operations, processes, product or service information, know-how designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's Group.
- d. Any information or analysis derived from Confidential Information;
- e. Any other information specifically designated by the Disclosing Party as confidential;

But not including any information that:

- i. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or any other undertaking of confidentiality addressed to the Party to whom the information relates; or

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- ii. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality Agreement with the Disclosing Party's or otherwise prohibited from disclosing the information to the Recipient; or
- iii. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party.

Disclosing Party means a Party to this Agreement or a member of such Party's Group) who disclose Confidential Information (either on its own behalf or on behalf of a member of its Group) to the other Party (or a member of such Party's Group).

Effective Date means date of signing of this Contract.

Group means in respect of either Party, that Party, its holding company, its subsidiary and any subsidiaries of such holding company from time to time.

Recipient means a Party to this Agreement (or a member of such Party's Group) who receives Confidential Information (either on its own behalf or on behalf of a member of its Group) from the other Party (or a member of such Party's Group).

Representatives means employee, officers, contractors and professional advisers of the Recipient or a member of the Recipient's Group.

SECTION 17. Non-Competition. The CONSULTANT and its employees agree that during the term of this Contract and for two (2) years following the expiration of this Contract, they will not render services as an employee or Consultant of any person or entity whose business or interests are in conflict with or has been an adverse party in any litigation or issue against the interest of BCDA or any of its subsidiaries and affiliates.

In the event it has been proven that the CONSULTANT or any of its staff, during the prohibitory period mentioned above, has accepted and/or is hired by a person or entity mentioned in the immediately preceding paragraph, BCDA shall have the right to cancel or terminate this Contract or to demand from CONSULTANT payment for damages without prejudice to BCDA's right to resort to other legal remedies provided by law.

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SECTION 18. Liquidated Damages. The CONSULTANT obligates itself to perform and complete all the Services within the period specified in **Annex “C”** and this Contract beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the CONSULTANT fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the CONSULTANT in an amount equal to one-tenth of one percent (1/10 of 1%) of the total Contract Price minus the value of the completed portions of the Contract certified by BCDA for each calendar day of delay until the Services are completed.

In addition to the damages that may be awarded to BCDA, the CONSULTANT shall pay BCDA attorney’s fees in the amount equivalent to twenty-five percent (25%) of the amount claimed in the complaint aside from cost and expenses of litigation.

SECTION 19. Settlement of Disputes.

A. Joint Committee

Any dispute arising from this Contract shall be discussed and settled by a Joint Committee composed of two (2) ranking representatives of each Party. The Joint Committee shall convene within 15 days from receipt by either Party of a notice of dispute. The decision of the Joint Committee shall be final and executory.

B. Arbitration

Should no agreement be reached by such Joint Committee within the stipulated period, either Party may refer the dispute for arbitration in accordance with existing laws on Arbitration.

C. Venue of Suit

The venue of any court action with respect to this Contract for purposes of enforcing any judgment obtained in the arbitration proceedings shall be the proper courts of Taguig City, to the exclusion of all other courts.

SECTION 20. Surviving Provisions. The provisions of Section 16 above shall survive the termination of this Contract, and any such termination is without prejudice to any rights, obligations, remedies or claims that may have arisen under this Contract prior to the same.



SECTION 21. OGCC Review. This contract has been reviewed and approved by the Office of the Government Corporate Counsel (OGCC) in its OGCC Contract Review No.397 dated 07 November 2017, and all its comments and suggestions have been incorporated in this Contract.

SECTION 22. Notices. Any notice, approval, authorization, or request required or permitted to be given or made under this Contract shall be made in writing, and shall be deemed duly served or given when delivered by hand or sent by registered mail to the Party for whom it is intended as such Party's address as indicated in this Contract. Any change of address shall be communicated to the other Party in writing immediately after transferring to the new address. If a Party fails to communicate in writing the change of address to the other Party, any notice served upon his address as indicated in this Contract shall be deemed received by him.

SECTION 23. Non-Waiver of Rights. The failure of one Party to insist upon a strict performance of any term, condition, and covenant hereof shall not be deemed a relinquishment or waiver of any right/remedy that said Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by any one Party or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by that Party.

SECTION 24. Representation and Warranties. The Parties hereby represent and warrant that no government official or employee shall be admitted, directly or indirectly, to any share or part of this Contract, or any benefit that may arise therefrom.

The Parties warrant that they have not offered or given, and shall not offer or give to any employee, agent, or representative of either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions, or performance of any contract with each other.

SECTION 25. Contingency for Crisis Situations. The BCDA may call on the services of the CONSULTANT or its principals during crisis situations that require specialized communication remedies not covered by Section 2 above. The probable or actual public relations damage in said situations must be of a certain magnitude that may severely affect the integrity of BCDA or any of its programs and projects, as may be determined by the President and Chief Executive Officer of BCDA.

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SECTION 26. Separability Clause. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be thereby affected.

The Parties hereby agree to amend or modify any provision of this Contract, which has been declared invalid or contrary to law, to conform to the subject and objective thereof.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

By:

AILEEN AN. R. ZOSA

Executive Vice President

SIGNED IN THE PRESENCE OF:

Handwritten initials:
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ACKNOWLEDGMENT

Republic of the Philippines)

) SS.

BEFORE ME, a Notary Public, for and in _____, personally appeared the following:

Name	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
AILEEN AN. R. ZOSA Executive Vice President	Passport No.	DFA Manila

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signature confirm their own free acts and the entities they represent.

SIGNED AND SEALED on _____ in Taguig City, Philippines.

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



Section X.
CHECKLIST

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BASES CONVERSION AND DEVELOPMENT AUTHORITY

**OPENING AND PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL
 FOR THE CONSULTING SERVICES FOR THE SPECIALIZED
 COMMUNICATION PROGRAM: STRATEGIC REGIONAL COMMUNICATION
 AND INVESTOR RELATIONS CAMPAIGN FOR CLARK**

BCDA Corporate Center, 2/F, Bonifacio Technology Center
 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City

CHECKLIST OF TECHNICAL PROPOSAL FORMS

**Approved Budget for the Contract (ABC): Php8,500,000.00 inclusive of
 all applicable taxes and fees**

BIDDING FORMS			
TAB	TECHNICAL PROPOSAL		
1	TPF1	Technical Proposal Submission Form	
2	Bid Security	Form of Bid Security	
		Amount of Bid Security (Not less than the Percentage of the ABC)	
		a. Bid Securing Declaration (duly signed and notarized)	No percentage required
		b. Cash or Cashier's / Manager's check, bank draft/guarantee or irrevocable letter of credit accompanied by a confirmation from a Universal or Commercial Bank	Two percent (2%)
		c. Surety Bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument	Five Percent (5%)

3	TPF2	Consultant's References with Supporting Documents
4	TPF3	Comments and Suggestions of Consultant on the TOR
5	TPF4	Description of Methodology and Work Plan for Performing the Project
6	TPF5	Team Composition and Task
7	TPF6	Curriculum Vitae (CV) of proposed Professional Staff to be assigned to the Project (duly signed and notarized). Please attach supporting documents, i.e. valid licenses/professional registrations, certificates of trainings attended, work experiences and other supporting documents relative to credentials of proposed Professional Staff.
8	TPF7	Time Schedule for Professional Personnel
9	TPF8	Activity (Work) Schedule
10	Omnibus Sworn Statement (duly signed and notarized)	

Note: BCDA shall not assume any responsibility regarding erroneous interpretations or conclusions by the bidder out of the data furnished by BCDA in relation to this bidding. It is the responsibility of the bidder to ensure the completeness of its submission based on its diligence in complying with the requirements of the Bid Documents and its amendments.

REMINDER: ALL PAGES TO BE SIGNED BY BIDDER'S REPRESENTATIVE

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BASES CONVERSION AND DEVELOPMENT AUTHORITY

**OPENING AND PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL
FOR THE CONSULTING SERVICES FOR THE SPECIALIZED
COMMUNICATION PROGRAM: STRATEGIC REGIONAL COMMUNICATION
AND INVESTOR RELATIONS CAMPAIGN FOR CLARK**

BCDA Corporate Center, 2/F, Bonifacio Technology Center
31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City

CHECKLIST OF FINANCIAL PROPOSAL FORMS

**Approved Budget for the Contract (ABC): Php8,500,000.00 inclusive of
all applicable taxes and fees**

BIDDING FORMS		
TA B	FINANCIAL PROPOSAL	
1	FPF1	Financial Proposal Submission Form
2	FPF2	Summary of Costs
3	FPF3	Breakdown of Price per Activity
4	FPF4	Breakdown of Remuneration per Activity
5	FPF5	Reimbursables per Activity (Not Applicable)
6	FPF6	Miscellaneous Expenses

Note: BCDA shall not assume any responsibility regarding erroneous interpretations or conclusions by the bidder out of the data furnished by BCDA in relation to this bidding. It is the responsibility of the bidder to ensure the completeness of its submission based on its diligence in complying with the requirements of the Bid Documents and its amendments.

**REMINDER: ALL PAGES TO BE SIGNED BY BIDDER'S
REPRESENTATIVE**