



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS (RFP)

for the

SELECTION OF CONSULTANTS

for

**New Cebu International Container Port
Project (NCICPP)**

Preface

This Standard Request for Proposals (SRFP) has been prepared by the Export-Import Bank of Korea for Project Executing Agencies to use in the employment of Consultants for loan projects whose legal agreement makes reference to the Guidelines for the Employment of Consultants under the EDCF Loan (the Guidelines), dated March 2005. The use of this documents recommended whenever possible in the selection of Consultants based on the Quality-Based Selection (QBS) method as described in the Guidelines.

The SRFP includes a sample Letter of Invitation, sample Information to Consultants, Terms of Reference, and two sample Forms of Contract. The prefaces of the sample Forms of Contract for time-based assignments and lump-sum assignments indicate the circumstances in which their use is most appropriate. Adjustments made to the sample documents to reflect the conditions specific to the country and consulting services should be consistent with the Guidelines.

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REQUEST FOR PROPOSALS (RFP)

Country: Republic of the Philippines

Project Name: New Cebu International Container Port Project (NCICPP)

Loan Agreement #: PHL-19

Title of Consulting Services: Preparation of Conceptual Design,
Bidding Assistance and Construction
Supervision

Section 1 Letter of Invitation

Invitation No.: _____

Loan Agreement No.: PHL-19

Date: _____

[Insert: Name and Address of Consultant]¹

Dear Mr./Ms.:

1. The Government of the Republic of the Philippines (GPH) through the Department of Finance (DOF) (hereinafter referred to as the "Borrower") has received a loan from the Export-Import Bank of Korea (hereinafter referred to as the "Bank") from the resources of the Economic Development Cooperation Fund (hereinafter referred to as "EDCF") of the Republic of Korea in the amount of US\$172,641,000.00 toward the cost of the New Cebu International Container Port Project (NCICPP) (hereinafter referred to as the "Project"), and intends to apply a portion of the proceeds of this loan to payments under the contract for which this invitation to bid is issued.
2. The terms and conditions of the contract and payments by the Bank, therefore, shall be subject in all respects to the terms and conditions of the Loan Agreement, including the Guidelines for the Employment of Consultants under the EDCF Loan (the Guidelines). Except as the Bank may specially otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
3. The Department of Transportation on behalf of the Borrower, through the Department of Budget and Management – Procurement Service as its Procurement Agent, now invites proposals to provide the necessary consulting services for the Project. More details on the services are provided in the Terms of Reference (Section 5).
4. You are one of Shortlisted Consultants being invited to present a proposal for consulting services.

You are therefore invited to submit technical and financial proposals for the consulting services of which details are provided in the Terms of Reference. It is not permissible to transfer this invitation to any other firm.

¹ To be addressed individually to each consulting firm.

5. A firm will be selected under the Quality-Based Selection (QBS) method and procedures described in this RFP, in accordance with the Guidelines.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants (including Data Sheet)

Section 3 - Technical Proposal – Sample Forms

Section 4- Financial Proposal –Sample Forms

Section 5 -Terms of Reference

Section 6–Sample Forms of Contract

7. Please inform us in writing or standard electronic means at the following address:

The Chairman
Bids and Awards Committee VI
RR Road, Cristobal St., Paco, Manila
Tel. No.: (+632) 689 7750 local 4020
Email add: pd6@ps-philgeps.gov.ph

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,


JOSEPH CONRAD D. DUEÑAS
Chairperson
Bids and Awards Committee VI

A

Section 2

Information to Consultants

Definitions

- (a) "Bank" means the Export-Import Bank of Korea which has been entrusted by the Government of the Republic of Korea with the operation and management of the Economic Development Cooperation Fund (hereinafter referred to as "EDCF").
- (b) "Employer" means the agency with which the selected Consultant signs the Contract for the Services.
- (c) "Consultant" means any firm or entity that may provide or provides the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties (the Employer and the Consultant) and all the attached documents listed in its Clause 1, namely the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (e) "Data Sheet" means such part of the Information to Consultants used to reflect specific country and service conditions.
- (f) "Day" means calendar day.
- (g) "Government" means the government of the Employer's country.
- (h) "Information to Consultants"(Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their Proposals.
- (i) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (j) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed Consultants.

- (k) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part of thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their official residence outside the Government's country; and "Local Personnel" means such professionals and support staff who at the time of being so provided had their official residence inside the Government's country.
- (l) "Project" means the project for which the Services are being provided.
- (m) "Proposal" means the Technical Proposal and the Financial Proposal.
- (n) "QBS" means Quality-Based Selection.
- (o) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of a consulting firm.
- (p) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (q) "Sub-Consultant" means any firm or entity with whom the Consultant subcontracts any part of the Services.
- (r) "Terms of Reference (TOR)" means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.Introduction

- 1.1 The Employer named in the Data Sheet will select a consulting firm/organization (the "Consultant") from short-listed Consultants approved by the Bank, in accordance with using the Quality-Based Selection (QBS) method, specifically adopting the one-stage two-envelope bidding method of bid submission as further described in this section.
- 1.2 The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal for the Services required for the Project named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Services and local conditions, the Consultants are encouraged to visit the Employer before submitting their Proposals and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultants should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. The Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Employer will timely provide at no cost the Consultant the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without thereby incurring any liability to the Consultants.
- Conflict of Interest** 1.6 The Bank's policy requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- Conflicting Activities** (a) A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services.

Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting
Assignments**

- (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting
Relationships**

- (c) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

Recruiting former government employees of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Consultant as part of his technical proposal.

**Unfair
Advantage**

- 1.7 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Only One
Proposal**

- 1.8 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

**Proposal
Validity**

- 1.9 The Data Sheet indicates how long the Consultants' Proposals remain valid after the submission date. During this period, the Consultants shall maintain the availability of Professional staff nominated in their Proposals. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request the Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**Fraud and
Corruption**

- 1.10 It is the Bank's policy to require that Borrowers (including beneficiaries of the Bank loans), as well as Consultants under the EDCF-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

- (a) shall reject a proposal for reward if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) shall declare a consultant ineligible, for a period determined by the Bank, to be awarded a contract financed by and EDCF loan if it at any time determines that the consultant has engaged in corrupt, fraudulent practices or any other integrity violations in competing for, or in executing, a contract financed by and EDCF loan.;
- (c) shall recognize a consultant as ineligible to be awarded a contract financed by an EDCF loan if the consultant is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall be equated to the debarment period decided by the Multilateral Development Banks. The borrower shall confirm the eligibility of consultants taking the decisions of Multilateral Development Banks into full account.
- (d) shall recognize a consultant as ineligible to be awarded a contract financed by an EDCF loan if the consultant constitutes any of the inappropriate business entities defined in the Article 27 of the Act on Contracts to Which the State is a Party in the Republic of Korea.

2. Clarification and Amendment of RFP Documents

2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by

standard electronic means. The addendum shall be sent to the Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

- 3. Requirements for Preparation of Proposals**
- 3.1 The Proposals (refer to para. 1.2), as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English.
- 3.2 In preparing their Proposals, the Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- Association Arrangements and Joint Ventures**
- 3.3 While preparing the Technical Proposal, the Consultants must give particular attention to the following:
- (a) If a short-listed Consultant considers that it may enhance its expertise for the Services by associating with other Consultants in a Joint Venture, it may associate with either (i) short-listed Consultant(s), or (ii) non-short-listed Consultant(s), if so indicated in the Data Sheet. A short-listed Consultant must first obtain the approval of the Employer if it wishes to enter into a joint venture with non-short-listed or short-listed Consultant(s).
- In case of Joint Venture (JV) with non-short-listed Consultant(s), the short-listed Consultant shall act as the association leader. In case of a JV, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the JV. In case of assigning sub-consultancy for some of the Consulting Services, the short-listed Consultant shall be liable for the entire Consulting Services.
- In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture Agreement and Joint

Venture power of attorney shall be attached to Form Technical-1 of Section 3 and submitted as part of the Technical Proposal of such Consultant.

A firm declared ineligible by the Bank in accordance with Section 1.9(c) of the Guidelines for the Employment of Consultants under the EDCF Loan shall be ineligible to bid for a Bank financed contract during the period of time determined by the Bank.

- (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- 3.4 Proposals to be submitted by the Consultants and all other correspondence to be exchanged between by the Employer and the Consultants before signing the Consulting Contract must be in English. It is desirable that the Consultants' Personnel have a working knowledge of the Employer's national language.

**Technical
Proposal
Format and
Content**

- 3.5 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Sample Forms (Section 3). Paragraph(c) indicates the recommended description of the approach, methodology and work plan of the Technical Proposal.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants, and in the case of joint venture, for each partner, on the Services of a similar nature are required in Form Technical-2 of Section 3. For each Service, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the services, contract amount, and Consultant's involvement. Information should be provided only for those services for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. The Consultants should be prepared to substantiate the claimed experience if so requested by the Employer.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Services; and on the requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Employer (Form Technical-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Services covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided under Form Technical-4 of Section 3. The work plan should be consistent with the Work Schedule (Form Technical-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form Technical-5 of Section 3). Consultants must be aware that all of the listed Professional staff shall actually be assigned to the Services upon award of Contract in accordance with their proposed positions and tasks. Appendix (B or C, Key Personnel and Sub-Consultants) of the Contract for Consulting Services shall be in consistence with para. 3.5, though some minor changes may be allowed through mutual discussions and agreement between the Employer and the first-ranked Consultant during contract negotiations.
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the Services (Form Technical-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or the authorized representative of the Professional Staff (Form Technical-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the Services.
- (h) A copy of the original signed form of the "Declaration of

participation in Economic Development Cooperation Fund (EDCF) financed projects (Form Technical-9 of Section 3 Check with the form).

3.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

3.7 Financial Proposal

Format

3.7.1 The Financial Proposal shall be prepared using the attached Sample Forms (Section 4). It shall list all costs associated with the Services, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) other out-of-pocket expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**Bid Price and
Currency**

3.7.2 The prices quoted in the Financial Proposal shall be in US Dollars (US\$) and the Contract Price shall be made and paid in Korean Won, unless specified otherwise in the Data Sheet. The conversion shall be made at the average of the telegraphic transfer selling rates of Korean Won against US Dollar as quoted and publicly displayed by the Bank, during the one month period from the sixteenth(16th) day of two calendar months prior to the month when the first procurement contract for the consulting service is signed respectively, to the fifteenth (15th) day of one calendar month prior thereto.

Taxes

3.7.3 All taxes, duties and levies imposed on the Services in the Government of the Employer provided by the Consultants for the implementation of the Services shall be either exempted or borne by the Employer.

Others

3.8 The Employer may indicate in the Data Sheet the Employer's Maximum Budget for the Services. This budget is indicative and the Proposal shall be based on the Consultant's own estimates for the Services.

For time-based contracts, the Minimum time-input of international Key Experts' is: _____ person-months. The Minimum time-input of national Key Experts' is: _____ person-months.

**4. Preparation,
Submission,
Receipt, and
Opening of
Proposals**

- 4.1 The original Proposals (Technical Proposal and Financial Proposal) shall contain no overwriting or interlineations, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposals must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Technical-1 of Section 3, and Financial-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be sent in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL."
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposal shall be sent to the address referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL, with a warning "**Do Not Open With the Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, and be clearly marked "~~Do Not Open, Except in Presence of the Official Appointed, Before~~*[insert the time and date of the submission deadline indicated in the Data Sheet]*." The Employer shall not be

responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This aforementioned circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.
- 4.6 Consultants (and the Representative and every single member of the JV in case of a JV) shall submit the original signed form of the "Declaration of participation in Economic Development Cooperation Fund (EDCF) financed projects" (Form Technical-9 of Section 3) to the Bank (see the address indicated in the Data Sheet) by mail or in person at or before the deadline for proposal submission given under para. 4.5. A copy of the original signed form shall be submitted to the Employer along with the Technical Proposal.

Failure to submit the original signed form to the Bank and to include a copy of the original signed form in the Technical Proposal will constitute grounds for declaring the Proposal non-responsive.

- 4.7 The Employer shall open the Technical Proposals immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored.

- 4.8 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to their Technical and/or Financial Proposals. Any effort by a Consultant to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of the Contract may result in the rejection of the Consultant's Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its approval.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.

Rejection of Proposal

- 5.3 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals

- 5.4 Following the ranking of Technical Proposals, the first-ranked Consultant is invited to negotiate its financial terms and the Contract in accordance with the instructions given under para. 6.

6. Contract Negotiations

- 6.1 After the evaluation of the Technical Proposals has been completed with the approval of the Bank, the Employer shall

invite the first-ranked Consultant to enter into negotiations on the conditions (including technical and financial terms) of the Contract at the date and address to be determined and informed by the Employer. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Technical
Negotiations**

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference.

The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

**Financial
Negotiations**

- 6.3 The financial negotiations will include a detailed review of all the Consultant's proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated Professional staff, as described in the Appendix attached to Section 4 – Financial Proposal – Sample Forms of this RFP.

- 6.4 If the two Parties are unable to reach an agreement on the Contract within a reasonable time, the Employer shall terminate the negotiations with the first-ranked Consultant, with the concurrence of the Bank, and invite the Consultant who ranked second in the evaluation to enter into negotiations. This procedure will be followed until the Employer reaches an agreement with a Consultant.

- Conclusion of the Negotiations** 6.5 Negotiations will conclude with a finalization of the draft Contract.
To complete negotiations the Employer and the Consultant will initial the agreed Contract.
- 7. Award of Contract** 7.1 After completing negotiations the Employer shall award the Contract to the selected Consultant and enter into the execution of the Contract.
- Commencement of Services** 7.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.
- 8. Informing Unsuccessful Consultants** 8.1 Promptly after the completion of negotiations with the selected Consultant, the Employer shall notify the other Consultants on the list that they have been unsuccessful. The Financial Proposals of the unsuccessful Consultants shall be returned unopened.
- 9. Debriefing** 9.1 In the notification referred to in para. 8, the Employer shall inform the short-listed Consultants that any Consultants, who wishes to ascertain the grounds on which its Proposal was not selected, shall request an explanation from the Employer. The Employer shall promptly provide the explanation as to why such Proposals were not selected, either in writing and/or in a debriefing meeting, at the discretion of the Consultant. The requesting Consultant should bear all the costs of attending such a debriefing meeting.
- 10. Confidentiality** 10.1 The process of Proposal evaluation shall be confidential until the announcement of the Award of Contract. Confidentiality enables the Employer and the Bank to avoid either the reality or perception of improper interference. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's anti-fraud and anti-corruption policy.

**Information to Consultants
Data Sheet**

Paragraph Reference	Amendments of, and Supplements to, Clauses in the Information to Consultants.
1.1	Name of the Employer: Department of Transportation (DOTr)
1.2	Name of the Project: New Cebu International Container Port Project (NCICPP)
1.3	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Date and Time: July 11, 2019 at 10:00AM Venue: PS Conference Room Procurement Service Building RR Road, Cristobal St. Paco, Manila</p> <p>The Employer's representative is:</p> <p>The Chairman Bids and Awards Committee VI Procurement Service RR Road, Cristobal St., Paco, Manila Tel. No.: (+632) 689 7750 local 4020 Email add: pd6@ps-philgeps.gov.ph</p>
1.4	<p>The Employer will provide the following inputs and facilities (upon request):</p> <p>(a) Access to its relevant offices and departments and full cooperation in the discussion and collection of data and information related to the Services;</p> <p>(b) Soft copies of updated feasibility studies and bidding documents;</p> <p>(c) A Project Management Unit (PMU) as local counterpart of the Consultant.</p>
1.9	Proposals must remain valid for <u>120</u> days after the bid submission date, <i>i.e.</i> , <i>until:</i> December 10, 2019
2.1	Clarifications may be requested, <u>through a form of letter</u> , duly signed,

	<p>sent to the address stated below or through e-mail on or before 02 August 2019 or not later than ten (10) days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>The Chairman Bids and Awards Committee VI Procurement Service RR Road, Cristobal St., Paco, Manila E-mail: pd6@ps-philgeps.gov.ph</p>
3.3(a)	<p>Short-listed Consultants may associate with other short-listed Consultants: Yes <u>X</u> No _____</p> <p>Short-listed Consultants may associate with other non-short-listed Consultants: Yes <u>X</u> No _____</p>
3.4	<p>All bidding documents relating to the employment of Consultant shall be in English. If any other language is used in those documents, a full English text shall be incorporated in those documents and it shall prevail.</p>
3.5 (g)	<p>Training is a specific component of the Services: Yes <u>X</u> No _____</p> <p>a) Design and Construction Management of Container Port The Consultant shall include a program under their Services to ensure the transfer to the DOTr-PMU personnel the knowledge and skill for the design and construction management of Container Ports.</p> <p>b) Training The Consultant, in coordination with the Contractor of the construction contract, shall establish the training program for personnel of the DOTr-PMU and the end-user of the project, the Cebu Port Authority (CPA) or its assignee, on the operation and maintenance of container port facilities and equipment under the Project. This shall include Factory Training and On-the-Job Training to cover, among others, training of personnel to operate and maintain the facilities and equipment on a 24/7 basis.</p>
	<p>The requirements for and program of the training for these personnel will be incorporated in the construction contract of the Project.</p>

	The Consultant will coordinate and arrange the training program with the relevant training organization and/or contractor and its suppliers/manufacturers as necessary.
3.7.2	The prices quoted in the Financial Proposals shall be in US Dollars The Contract Price shall be made and paid in Korean Won.
3.8.1	The Maximum Budget for the Services:US\$5,440,000.00
4.3	The Consultants must submit the following: Technical Proposal: One original, six (6) copies, and one editable digital format (CD form). Financial Proposal: One original, one (1) copy and one editable digital format (CD form).
4.5	The Proposal submission address is: The Chairman Bids and Awards Committee VI Procurement Service RR Road, Cristobal St., Paco, Manila Proposals must be submitted no later than the following date and time: August 12, 2019 at 10:00AM, Proposals will be opened immediately after the deadline of submission.
4.6	Address for the Bank: 38 Eunhaeng-ro, Yeongdeungo-gu Seoul 07242, Republic of Korea Tel: (82-2) 3779-6612 Fax: (82-2) 3779-6756 E-mail: wonbaeseo@koreaexim.go.kr Attention: Director of Asia Team 3, EDCF Operations Department 1
4.7	Technical Proposals opening : August 12, 2019 at 10:00AM
4.8	At the opening of the Technical Proposals the following shall be read out: (i)

	<p>the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>																														
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:</p> <p>(i) Experience of the Consultant (consulting firm)</p> <table> <tr> <td>a) Experience in similar projects</td> <td>7</td> </tr> <tr> <td>b) Experience in similar areas and conditions</td> <td>3</td> </tr> <tr> <td colspan="2" style="text-align: right;"><u>Total points for criterion (i): 10</u></td> </tr> </table> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <table> <tr> <td>a) Technical approach and methodology</td> <td>10</td> </tr> <tr> <td>b) Work plan</td> <td>8</td> </tr> <tr> <td>c) Organization and staffing</td> <td>7</td> </tr> <tr> <td colspan="2" style="text-align: right;"><u>Total points for criterion (ii): 25</u></td> </tr> </table> <p>(iii) Key professional staff's qualifications and competence for the Services</p> <p style="text-align: right;"><u>Total points for criterion (iii): 60</u></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table> <tr> <td>1) General qualifications</td> <td>30%</td> </tr> <tr> <td>2) Suitability for the Services</td> <td>60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td>10%</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total weight: 100%</td> </tr> </table> <p>(iv) Adequacy of the transfer of knowledge (training) program:</p> <table> <tr> <td>a) Relevance of the training program</td> <td>2</td> </tr> <tr> <td>b) Training approach and methodology</td> <td>1</td> </tr> <tr> <td>c) Qualifications of experts and trainers</td> <td>2</td> </tr> <tr> <td colspan="2" style="text-align: right;"><u>Total points for criterion (vi): 5</u></td> </tr> </table> <p>If more than one Consultant achieves the same highest total point, the Employer then has the right to recommend to the Bank a Consultant that ranks first in the total points of criterion. In case of a tie among Consultants i.e. two or more Consultants having the same points, a tie-breaking method using the provision under Appendix 11 of the Revised IRR of RA 9184 shall be used. Please see attached Appendix "H" for the tie-breaking</p>	a) Experience in similar projects	7	b) Experience in similar areas and conditions	3	<u>Total points for criterion (i): 10</u>		a) Technical approach and methodology	10	b) Work plan	8	c) Organization and staffing	7	<u>Total points for criterion (ii): 25</u>		1) General qualifications	30%	2) Suitability for the Services	60%	3) Experience in region and language	10%	Total weight: 100%		a) Relevance of the training program	2	b) Training approach and methodology	1	c) Qualifications of experts and trainers	2	<u>Total points for criterion (vi): 5</u>	
a) Experience in similar projects	7																														
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b) Training approach and methodology	1																														
c) Qualifications of experts and trainers	2																														
<u>Total points for criterion (vi): 5</u>																															

	<p>agreement.</p> <p>See attached "APPENDIX G "for the Detailed Evaluation Criteria.</p>
5.3	<p>The minimum technical score required to pass is: <u>70</u> points.</p> <p>The Technical Proposal shall meet the following minimum requirements:</p> <ol style="list-style-type: none"> (1) Submission of the Technical Proposal and the Financial Proposal within due time at the designated location; (2) Submission of a sufficient number of sets (proposals); (3) Submission of eligible JV Agreement in case of a JV; (4) Proper Power of Attorney and eligible signatures present on the Technical Proposal; (5) One Consultant shall participate in only one proposal as the Prime Consultant or a Member of JV; (6) Technical Proposal shall not include any Financial information; (7) The validity period of the proposal shall meet the requirement in the RFP; and (8) Submission of Form of " Declaration of participation in Economic Development Cooperation Fund (EDCF) financed projects" by the Consultant or by every single member of the JV in case of a JV
7.2	<p>Expected date for commencement of consulting services</p> <p>October 14, 2019 at: PMU Office and Consolacion, Cebu</p>

Section 3 Technical Proposal –Sample Forms

[Comments in brackets [] provide guidance to the short-listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Paragraph 3.5 of Section 2 of the RFP for Sample Forms required and number of pages recommended.

Technical -1	Technical Proposal Submission Form
Technical -2	Consultant's Organization and Experience A. Consultant's Organization B. Consultant's Experience
Technical -3	Comments or Suggestion on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Employer A. On the Terms of Reference B. On the Counterpart Staff and Facilities
Technical -4	Description of the Approach, Methodology and Work Plan for Performing the Services
Technical -5	Composition of the Team and Task(s) of each Team Member
Technical -6	Curriculum Vitae (CV) for Proposed Professional Staff
Technical -7	Time Schedule for Professional Staff
Technical -8	Work Schedule
Technical -9	Declaration of Participation in Economic Development Cooperation Fund financed projects

Form Technical-1: Technical Proposal Submission Form

To: *[insert Name and address of the Employer]*

Dear Sirs,

We, the undersigned, offer to submit our Proposal for providing the Consulting Services for the *[insert Title of the Project]* in accordance with your Request for Proposals dated *[insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.9 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Services related to the Project not later than the date to be determined by the Employer.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[in full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹*[Delete in case no association is foreseen]*

Form Technical-2: Consultant’s Organization and Experience

A – Consultant’s Organization

[Provide here a brief (not more than three pages) description of the background and organization of your firm/entity and each associate if any, for performing the Services.]

B – Consultant’s Experience

1. List only previous similar assignments successfully completed in the last ten (10) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**Form Technical-3: Comments and Suggestions on the Terms of Reference
and Counterpart Staff and Facilities to be Provided by the Employer**

A – On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Services (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B – On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Employer according to Paragraph Reference 1.4 of the Data Sheet.]

Form Technical-4: Description of Approach, Methodology and Work Plan for Performing the Services

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (a maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this section, you should explain your understanding of the objectives of the Services, approach to the Services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to deal with them. You should explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter, you should propose the major activities of the Services, their content and duration, phasing and interrelations, target schedules (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule in Form Technical-8.

c) Organization and Staffing. In this chapter, you should propose the structure (attach Organizational Chart specific to the project) and composition of your team. You should list the main professional positions of the Services, the key expert responsible, and proposed technical and support staff.]

Form Technical-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*insert name of firm proposing the staff*]: _____

3. Name of Staff [*insert full name*]: _____

4. Date of Birth: _____ Nationality: _____

5. Education [*Summarize college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Qualified Certificates [*List any Qualified Certificates held*]: _____

7. Countries of Work Experience [*List countries where staff has worked in the last ten years*]: _____

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

9. Employment Record [*Starting with the present position, list in reverse order every employment held by staff members since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]

From [Year]: _____ To [Year]: _____

Employer: _____

Position held: _____

10. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]

11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the Services in which the staff has been involved, indicate the following information for those Services that best illustrate staff capability to handle the tasks listed under point 10.*]

Name of Service or Project: _____

Year: _____

Location: _____

Employer: _____

Main project features: _____

Position held: _____

Activities performed: _____

12. Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

*[Signature of staff member or authorized representative of the firm]*¹Day/Month/Year

Full name of authorized representative: _____

¹This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the staff member and/or specialist shall be submitted to the Employer prior to the commencement of contract negotiations.

Form Technical-7: Time Schedule for Professional Staff¹

No.	Name	Staff input (in the form of a bar chart) ²												Total man-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1	[Home] [Field]																	
2																		
n																		
															Subtotal			
Local																		
1	[Home] [Field]																	
n																		
															Subtotal			
															Total			

¹For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g., draftsmen, clerical person, etc.).

²Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.

³Field work means work carried out at a place other than the Consultant's home office.

Full-time input should be indicated by **█**; Part-time input should be indicated by **=====**.

Form Technical-8: Work Schedule

No.	Activity (Work) ¹	Months from the Start of the Services ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹ Indicate all main activities of the Services, including delivery of reports (e.g., inception, interim progress reports, and final reports), and other benchmarks such as approvals by the Employer. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart.

Form Technical-9: Declaration of Participation in Economic Development Cooperation Fund (EDCF) Financed Projects

* 본확약서의영문내용은공식번역문이나니며, 불일치가있는경우한글이우선합니다.

The English text in this declaration is not an official translation. In case of discrepancy, the Korean version shall prevail.

경협기금지원사업참여관련확약서

Declaration of participation in Economic Development Cooperation Fund (EDCF) financed projects

한국수출입은행귀중

To The Export-Import Bank of Korea (the “Bank”)

사업명:

Name of the Project (the “Project”):

당사는포제의대외경제협력기금(EDCF)(이하“기금”이라한다) 지원사업참여와관련하여, 다음사항을
확인하고준수할것을확약합니다.

We hereby confirm the following with regard to participation in the above-stated Project financed by the
Economic Development Cooperation Fund (EDCF):

- 다음-

I. 문제유발행위제재관련

I. Declaration on Anti-Corruption and Anti-Malpractice

1. 당사는 「국제상 거래에있어서외국공무원에대한뇌물방지법」의내용을충분히숙지하고이를정히
준수하며, 포제사업과관련하여등법에규정된외국공무원등에대한뇌물제공등부패행위와사실왜곡등문
제유발행위에관여한사실이없으며, 앞으로도이러한행위에관련되지않겠음.

1. We undertake full understanding and compliance with the Act on Combating Bribery of Foreign Public Officials in International Business Transactions, and declare that neither we nor any other party acting on our behalf with regard to the Project has engaged or will engage in corrupt practices such as bribery and malpractices such as false statement.

2. 당사는본확약서제출일현재대한민국의‘국가를당사자로하는계약에관한법률’에의거입찰참가자격이제한되는제재를받고있지않으며, 다자개발은행(MDB)으로부터부패행위와사실왜곡등문제유발행위로인하여제재를받고있지않음.

2. We hereby confirm that our company is not under any sanction in accordance with the Act on Contracts to which the State is a Party of the Republic of Korea, nor is under any sanction imposed by Multilateral Development Banks (MDBs) as a result of engaging in malpractices such as corruption and false statement, as of the date of submission of this Declaration of participation in Economic Development Cooperation Fund (EDCF) financed projects

3. 당사는 컨설턴트고용계약또는구매계약을신의에따라성실하게이행하며, 정당한사유없는계약미이행, 대금부당청구등의불성실한계약이행을하지않을것임을확약함.

3. We declare to carry out the consultant contract/procurement contract with utmost good faith, and not to engage in irresponsible misconduct such as nonfulfillment of a contract without proper reasoning or fraudulent claims.

4. 당사는다음에해당하는문제유발행위를유발한경우또는확약서에기재된내용이거짓으로판명되는경우귀행이2년이내의기금지원사업참여제한등조치를취하더라도어떠한이의도제기하지않겠음.

가. 계약과관련된서류의위. 변조또는허위기재

나. 과실예의한하자또는보수발생

다. 부정하도급

라. 조사설계및타당성조사용역부실

마. 계약위반

바. 공중손해사고

사. 업무관계자사고

- 아. 뇌물공여
- 자. 담합
- 차. 입찰및계약체결등방해
- 카. 부정또는불성실한행위

4. In the event that our company engages in any activity falling under the malpractice category set out below, or be under sanctions imposed by the MDBs, we declare not to raise any objections to the Bank's measures with regard to such activity, including the prohibition of participation in projects financed by EDCF loan for up to two years.

- a. False Statements
- b. Negligent Operations
- c. Improper Subcontracting
- d. Poor Survey and Design Services, Feasibility Studies
- e. Breach of Contract
- f. Damage or Injury to the Public
- g. Damage or Injury to a Person Involved in the Operation
- h. Bribery
- i. Bid Rigging
- j. Interference in Bidding and Contract Conclusion
- k. Wrongful or Dishonest Acts

II. 법적권리및청구권관련

II. Declaration on Legal Rights and Claims

1. 당사는입찰서류또는계약서가당사와차주(사업실시기관포함. 이하같다)의권리의무관계를규율하는바, 당사는동입찰서또는계약서를근거로귀행에대한어떠한법적권리또는청구권을가지않음을확인함.

1. We acknowledge that the bidding documents and the contract stipulate the rights and obligations of the Supplier and the Borrower(including the Project Executing Agency), and thus we do not have any legal rights nor claims whatsoever against the Bank, which is not a party to the contract, with regard to the bidding documents or the contract.

2. 당사는차관공여계약서의당사자는귀행과차주이며, 제3자인당사는동차관계약서를근거로귀행을상대

로 어떠한 권리나 청구권도 갖지 않음을 확인함.

2. We also acknowledge that Loan Agreement governs the relationship between the Borrower and the Bank, and that our company, as a third party, do not have any legal rights nor claims whatsoever derived therefrom.

3. 이에 따라, 당사는 당사가 입찰에 탈락하거나 입찰 서류 및 계약서의 하자 또는 불이행 등으로 손실을 입는 경우에도 귀행을 상대로 법적 소송을 포함하여 어떠한 형태의 이의도 제기하지 않을 것을 약속함.

3. Therefore, we hereby declare not to raise any objections against the Bank including lawsuits, in the event of tender failure or losses due to defects or nonfulfillment of the contract.

III. 인권 및 환경 보호, 건강, 안전 기준 준수 관련

III. Declaration on Human Rights, Environment Protection, Health and Safety

1. 당사는 사업을 수행함에 있어서 적용되는 노동법 및 국제노동기구(ILO)의 핵심노동기준(Core labor standard)을 준수할 것임을 약속함.

1. We undertake to comply with relevant labor laws and the Core Labor Standards of the International Labour Standards(ILO) in the process of contract execution.

2. 당사는 사업을 수행함에 있어서 적용되는 환경 보호, 건강 및 안전에 관한 국제 또는 현지국 기준을 준수할 것임을 약속함.

2. We undertake to comply with relevant international/local standards with regard to environment protection, health and safety in the process of contract execution.

IV. 사회적 가치 구현 관련

IV. Declaration on Upholding Social Value

1. 당사는 사업을 수행함에 있어서 일자리 창출, 균등한 기회 및 사회 통합, 상생 협력, 반부패·청렴 및 윤리 경영 등 다양한 사회적 가치를 존중하고 이를 구현하기 위해 노력할 것임을 약속함.

1. We declare to uphold social values including job creation, equal opportunity with social integration, cooperation for co-prosperity and ethical management, and to endeavor to realize those values in the process of contract execution

년월일

Year Month Date

회사명:

Name of Company :

대표자: (인)

Name of Authorized Signatory Signature

첨 부 : 「EDCF 문제유발자 제재기준」(경험기금업무 취급규정 별표)

Attached: EDCF Standards for Sanctions on Persons Engaged in Malpractice under the Appendix of the EDCF Affairs Management Policy

(첨부)

(Attachment)

EDCF 문제유발자 제재기준**EDCF Standards for Sanctions on Persons Engaged in Malpractice**

제 1 조(목적) 이 기준은 대외경제협력기금(이하 「기금」이라 한다) 지원사업의 컨설턴트 고용계약, 구매계약(이하 「계약」라고 한다)과 관련하여 부패 또는 부정행위(이하 「문제유발행위」이라고 한다)에 관여했다고 인정되는 자(이하 「문제유발자」라고 한다)에 대해, 기금지원사업의 실시를 위하여 한국수출입은행(이하 「은행」이라고 한다)이 개도국 정부와 체결하는 계약 및 입찰참여자가 제출하는 ‘문제유발행위 불개입 협약서’* 등에 근거하여 은행이 제재를 하기 위해 필요한 세부사항을 정함을 목적으로 한다.

* ‘문제유발행위 불개입 협약서’에 관한 사항은 경험기금업무 취급세칙에서 따로 정함.

Article 1(Purpose) These standards set forth matters necessary for the Export-Import Bank of Korea (hereinafter referred to as the "Bank") to impose sanctions on persons or legal entities (hereinafter collectively referred to as "Persons") who are identified to have engaged in corruption, fraud or any other integrity violations (hereinafter referred to as "Malpractice") regarding the Consultant Employment Contract and Procurement Contract (hereinafter referred to as "Contracts") for the projects financed by the Economic Development Cooperation Fund (hereinafter referred to as "EDCF"), in accordance with the agreement entered into between the Bank and the government of a developing country as well as the Declaration on Anti-Corruption and Anti-Malpractice* that bidders submit, etc.

* Matters regarding the Declaration on Anti-Corruption and Anti-Malpractice shall be stipulated separately in the Detailed Procedure on Handling EDCF Affairs.

제 2 조(제재 내용)

① 컨설턴트고용계약, 구매계약의수주자또는등계약을수주하려고하는자(이하 「수주자 등」이라고 한다)가 불임 「문제유발자에 대한 제재사유 및 제재기간」 각호의제재사유에해당하는 문제유발행위에 관여한 것이 제 3 조(제재사유의 확인)에 의해 인정된 경우에는 해당 문제유발자는 계약의 당사자가 될 수 없다.

② 제 1 항의 경우에대하여은행은불임각호에제시된해당제재사유에대한제재기간및제 5 조(제재기간의 특례)의 규정에 의하여 정해진 기간 동안 문제유발자에 대하여기금지원사업에참여를제한한다.(이하이항이정하는제재의대상이되는기간을 「제재기간」이라고한다)

③ 문제유발자로서 제재를 받은 자는 제재기간 종료 후에도 문제를 유발한 당해 사업에 참여하지 못한다.

④ 수주자 등이 다자개발은행(MDB)으로부터 기자재 또는 용역의 하자 등의 문제로 제재를 받는 경우 등 제재 종료시까지 기금지원 사업에 참여하지 못한다.

Article 2 (Applied Sanctions)

① If it is identified that a Person selected or likely to be selected as a contractor for the Consultant Employment Contract or Procurement Contract (hereinafter referred to as the "Contractor") pursuant to Article 3 (Identification of Grounds for Sanctions) has engaged in Malpractice falling under any of the grounds for sanctions in the Appendix "Criteria for Sanctions on Persons Engaged in Malpractice", the Person will be disqualified to be a Contractor.

② In the case of Article 2.1 above, the Bank shall restrict a Person engaged in Malpractice from participating in an EDCF-financed project, for a period commensurate to the applicable item in the Appendix and Article 5 (Exceptional Case for the Period of Sanctions). (The period imposed under any sanction to a Person shall be hereinafter referred to as "Period of Sanctions".)

③ The Person who was sanctioned as a result of Malpractice cannot participate in the same project for which the Person had committed Malpractice even after the imposed Period of Sanctions has expired.

④ If a Contractor is sanctioned for defect of equipment or services, etc. from a Multilateral Development Bank (MDB), he or she shall not participate in EDCF-financed projects until the expiration of the Period of Sanctions.

제 3 조(제재사유의 확인) 은행이 다음 각호의 하나에 해당하는 사실을 확인했을 때는 불임 각호의 제재사유에 해당하는 것으로 한다.

1. 불임 각호의 제재사유에 해당하는 문제유발행위로 인해 수주자 등 또는 그 임직원이 사법기관에 의한 확정 판결 또는 행정기관에 의한 처분을 받았을 경우
2. 불임 각호의 제재사유에 해당하는 문제유발행위로 인해 수주자 등 또는 그 임직원이 개도국의 법령에 근거하여 동국의 사법기관에 의한 확정 판결 또는 행정기관에 의한 처분을 받았을 경우
3. 수주자 등 또는 그 임직원이 불임 각호의 제재사유에 해당하는 문제유발행위에 관여한 것을 인정하는 경우
4. 은행이 객관적 사실에 근거하여 불임 각호의 제재사유에 해당하는 문제유발행위로 판단하는 경우

Article 3 (Identification of Grounds for Sanctions)

If the Bank identifies that any fact falls under any of the items set forth below, it shall conclude that such fact constitutes the grounds for sanctions set forth in the Appendix.

1. A Contractor or any of its officers or employees receives a final and conclusive judgment from a judicial organization or a decision on punishment from an administrative agency, due to Malpractice falling under the grounds for sanctions set forth in the Appendix.
2. A Contractor or any of its officers or employees receives a final and conclusive judgment from a judicial organization or a decision on punishment from an administrative agency in a developing country based on its laws and regulations, due to Malpractice falling under the grounds for sanctions set forth in the Appendix.
3. A Contractor or any of its officers or employees acknowledges involvement in Malpractice falling under the grounds for sanctions set forth in the Appendix.
4. The Bank, based on objective evidence, determines a case as Malpractice falling under the grounds for sanctions set forth in the Appendix.

제 4 조(제재 대상계약)

① 제 2 조에 의한 제재의 대상이 되는 계약은 제재기간 중에 기금을 통해 지원하는 계약 관련 입찰 절차를 진행하는 계약으로 한다. 다만, 제재로 인해 수원국에 중대한 불이익이 초래된다고 인정되는 경우에는 제재대상 계약을 제재기간중 새롭게 입찰절차가 개시되는 계약으로 할 수 있다.

② 전항의 입찰절차는 다음 각호에서 정한 시점부터 해당 계약의 체결시까지 일련의 절차를 말한다.

1. 컨설턴트 고용
 - 가. Short List 방식에 의해 고용하는 경우 : 컨설턴트 관련 정보 제공 요청시 또는 Short List 에 대한 동의 요청시
 - 나. 특정 컨설턴트를 고용하는 경우 : 컨설턴트 관련 정보 제공 요청시 또는 은행앞 사전협약 요청시
2. 구매
 - 가. 경쟁입찰(제한경쟁입찰 포함)에 의해 계약자를 선정하는 경우로서, 사전적격심사를 실시할 경우 : 사전적격심사 공고시
 - 나. 경쟁입찰에 의해 계약자를 선정하는 경우로서, 사전적격심사를 실시하지 않을 경우 : 입찰 공고시
 - 다. 경쟁구매 및 직접계약에 의해 계약자를 선정하는 경우 : 구매방식에 대한 동의 요청 또는 합의시

Article 4 (Contracts Subject to Sanctions)

① Contracts subject to sanctions pursuant to Article 2 shall be those for implementing the bidding procedures of EDCF-

funded projects during the Period of Sanctions. Provided, however, that if it is acknowledged that the sanctions may cause serious harm to the beneficiary country, the contracts where bidding procedures newly commence during the Period of Sanctions can be subject to sanctions.

② The bidding procedures referred to in Article 4.1 above shall mean the entire procedural steps from the moment designated in the following items to the establishment of the concerned contract.

1. Employment of Consultants

a) In case the Contractor is selected by a Short List method: from the moment information request is made about consultants or the moment request is made for the consent to the Short List

b) In case a specific consultant is hired: from the moment information request is made about consultants or the moment request for prior consultation to Bank is made

2. Procurement

a) In case the Contractor is selected by competitive bidding (including limited competitive bidding) with pre-qualification: from the moment of pre-qualification announcement

b) In case the Contractor is selected by competitive bidding without pre-qualification: from the moment of bid announcement

c) In case the Contractor is selected by shopping or direct contracting: from the moment request for consent to procurement method is made or the moment agreement on the method is made

제 5 조(제재기간의 특례)

① 불임각호의제재사유중 2 개 이상의문제를유발한경우제재기간은각제재기간중장기인것을각각적용한다.

② 불임각호의제재기간만료후 2 년 이내에불임각호의제재사유에해당하는문제를유발한경우적용되는 제재기간에 50%를 가산한다. 다만, 전체제재기간은 2 년을 초과하지않는다.

③ 제재기간중 해당사업과 관련하여 정상참작해야 할 특별한 사유 또는 지극히 악의적인 사유가 새롭게 확인되는 경우에는 불임 각호 및 제 1 항 내지 제 2 항에서 정한 제재기간 범위내에서 제재기간을 변경할 수 있다.

Article 5 (Special Provisions on the Period of Sanctions)

① If a Contractor commits multiple malpractices meeting two or more grounds for sanctions in the Appendix, the Contractor shall be imposed the longest Period of Sanctions among each sanction period applied, respectively.

② If a Contractor involves in Malpractice falling under the grounds for sanctions in the Appendix within two years after the expiration of the previous Period of Sanctions, 50 percent of the Period of Sanctions will be added to the Period of Sanctions set forth in the applicable item in the Appendix. Provided, however, that the total Period of Sanctions shall not exceed two years.

③ If, during the Period of Sanctions, any extenuating circumstance or reason of extremely malicious nature is found in relation to a Project involved in Malpractice, the Period of Sanctions may be changed within the period range set forth in the Appendix and Article 1 and Article 2 of these standards.

제 6 조(공동계약에 관한제재) 공동계약의 경우에는 문제유발행위를 직접 야기시킨 자에 대해서만 본 제재기준을 적용한다.

Article 6 (Sanctions against Consortium)

In the case of Consortiums, the Bank shall impose sanctions against only the Person who has committed Malpractice.

제 7 조(제재의 발효일) 제재조치 발효일은 제재 통지 발송일로부터 5 영업일이 되는 날로 한다. 다만, 불가피한 사유가 있는 경우에는 다르게 정할 수 있다.

Article 7(Effective Date of Sanctions)

Sanctions shall become effective on the fifth business day from the mailing date of sanctions notification. Provided,

however, that it may be determined otherwise, if there is an inevitable reason.

제 8 조(제재의 해제) 제재기간 중에 새롭게 확인되는 사실에 의하여 제재사유가 되었던 해당 행위에 대한 책임이 없는 것으로 확인되었을 때 은행은 해당 문제유발자에 대한 제재를 해제한다.

Article 8 (Termination of Sanctions)

If it is identified during the Period of Sanctions that a Person involved in Malpractice was not responsible for the practice subject to the said sanctions by new evidence or information, the Bank shall lift the sanctions against the said Person.

제 9 조(경고 등)

① 불임각호의 문제유발행위로서 그 정도가 경미하여 제재에 이르지 않는 경우 원활한 입찰관리를 위해 수주자 등에 대해 서면 또는 구두로 경고할 수 있다.

② 은행은 제 1 항의 규정에 의해 경고를 받은 수주자 등이 해당 경고를 받은 날로부터 1년을 경과할 때까지 기간 중 제 1 항의 규정에 의한 경고를 받는 사태를 반복했을 경우는 불임 각호에 정하는 기간의 범위내에서 제재를 실시할 수 있다.

Article 9 (Warning)

① If the Malpractice set forth in the Appendix is minor whereby sanctions are not imposed, the Bank may give a warning to a Contractor in either written or verbal form in order to facilitate bid management.

② If a Contractor who received a warning pursuant to Article 9.1 above repeats the Malpractice resulting in the issuance of a warning under Article 9.1 above during a period of one year following the initial warning, the Bank may impose sanctions within the period range set forth in the applicable item in the Appendix.

제 10 조(문제유발자 관리)

① 본 기준에 의해 제재를 실시, 변경한 때에는 차주국 정부, 사업실시기관 및 해당 문제유발자에게 관련사실을 통보하고 은행 홈페이지에 게시한다. 통보대상 국가는 제재기간중 제 4 조 제재대상 입찰절차가 진행중인 국가로 한다.

② 은행 홈페이지를 통해 게시하는 경우 다음 각호의 사항을 포함하는 명단을 공개한다.

1. 업체(상호)명, 주소, 성명(법인인 경우 대표자성명, 법인등록번호 등), 사업자등록번호
2. 제재사유 및 제재기간

③ 외국공무원에 대한 뇌물제공등으로 「국제상거래에 있어서 외국공무원에 대한 뇌물방지법」 의위반이 확인된 경우에는 이를 사법당국에 통지한다.

Article 10 (Management of Persons engaged in Malpractice)

① If the Bank has imposed or changed sanctions under these standards, the Bank shall notify the relevant information to the Borrower, the Project Executing Agency, and the Person engaged in Malpractice and post the information of sanctions on the Bank's website. The countries to receive the Bank's notification are those in which bidding procedures subject to sanctions pursuant to Article 4 are in progress during the Period of Sanctions.

② The Bank shall publish a list containing the following information when posting the information of sanctions on the Bank's website.

1. Name of company, address, name of person (in the case of a corporation, name of representative, corporation registration number, etc.), business registration number

2. Sanction grounds and period of sanctions

③ If a violation of the Act on Combating Bribery of Foreign Public Officials in International Business Transactions is identified such as bribery to foreign public officers, etc. the Bank shall notify the fact to the law enforcement authorities.

<붙임>

<Appendix>

문제유발자에 대한 제재사유 및 제재기간
Criteria for Sanctions on Persons Engaged in Malpractice

제재사유 Grounds for Sanctions	제재기간 Period
(허위기재) (False Statements)	
1 계약과 관련되는 일련의 조달 관련 서류를 위·변조하거나 허위로 기재했다고 인정될 경우 In cases where a Person has counterfeited, falsified or made a false statement in any of the procurement or employment documents related to the Contracts	3 개월 이상 9 개월 이내 From 3 months up to 9 months
(과실에 의한 하자 또는 보수 발생) (Negligent Operations)	
2 계약과 관련되는 업무를 과실로 조작하게 했을 경우로서 하자 또는 보수가 중대하다고 인정될 경우 In cases where a Person has caused a material defect or rendered significant damage requiring repair due to negligent operations under the Contracts	1 개월 이상 8 개월 이내 From 1 month up to 8 months
(부정하도급) (Improper Subcontracting)	
3 발주기관의 승인없이 하도급한 경우 또는 계약내용을 위반하여 하도급을 한 경우 In cases where a Person has concluded a subcontract without the approval of the government agency which has placed the order or in violation of the Contracts	1 개월 이상 5 개월 이내 From 1 month up to 5 months
(조사설계 및 타당성조사용역 부실) (Poor Survey and Design Services, Feasibility Studies)	
4 고의 또는 중대한 과실로 조사설계, 타당성조사 용역을 부실하게 하여 사업진행에 심각한 지장을 초래한 경우 In cases where a Person has caused serious hindrance in project implementation by improperly carrying out survey and design services, feasibility studies either through intent or gross negligence	1 개월 이상 6 개월 이내 From 1 month up to 6 months

(계약위반) (Breach of Contract)		
5	제 2 호에 제시된 경우 이외에 계약과 관련되는 업무의 이행에 임하여 계약을 위반했다고 인정될 경우 In cases other than Item 2 of this table where it is determined that a Contractor has caused a breach of the contract in the course of operations under the Contracts	1 개월 이상 5 개월 이내 From 1 month up to 5 months
(공중 손해 사고) (Damage or Injury to the Public)		
6	계약과 관련되는 업무의 실시에 임하여 안전관리의 조치가 부적절했었기 때문에 공중에 사망자 혹은 부상자를 발생시키거나 손해를 주었다고 인정될 경우 In cases where a Contractor caused an injury or death of or property damage to a member of the public in the course of operations relating to the Contracts due to the Contractor's improper safety management	1 개월 이상 6 개월 이내 From 1 month up to 6 months
(업무 관계자 사고) (Damage or Injury to a Person Involved in the Operation)		
7	계약과 관련되는 업무의 실시에 임하여 안전 관리의 조치가 부적절했었기 때문에 계약 업무 관계자에게 사망자 또는 부상자를 발생시켰다고 인정될 경우 In cases where a Contractor caused an injury or death of a person involved in operations under the Contracts in the course of operations due to the Contractor's improper safety management	1 개월 이상 4 개월 이내 From 1 months up to 4 months
(뇌물공여) (Bribery)		
8	기금지원사업과 관계되는 개도국 관계자, 수주자 등 소속국의 관계자 또는 기금의 임직원에 대하여 「형법」 또는 「국제상거래에 있어서 외국공무원에 대한 뇌물방지법」에 위반하는 행위를 실시했을 경우 In cases where a Person has conducted an act in violation of Criminal Act or Act on Combating Bribery of Foreign Public Officials in International Business Transactions to a related person in the Beneficiary Country or in the Contractor's home country or to an official of EDCF, any of whom is engaged in the EDCF-financed project.	6 개월 이상 20 개월 이내 From 6 months up to 20 months

(담합) (Bid Rigging)		
9	입찰자 간에 서로 상의하여 미리 입찰가격, 수주물량 또는 계약의 내용 등을 협정하거나 특정인의 낙찰 등을 위해 담합한 경우 In cases where a Person has discussed and agreed upon the tender price, order volume, or contents of a contract, etc. in advance with other bidders, or has committed an act of collusion for the purpose of ensuring a successful tender by a specific Person	6 개월 이상 15 개월 이내 From 6 months up to 15 months
10	담합을 주도한 경우 In cases where a Person has led an act of collusion	8 개월 이상 18 개월 이내 From 8 months up to 18 months
(입찰 및 계약체결 등 방해) (Interference in Bidding and Contract Conclusion)		
11	입찰참가 및 진행을 방해하거나 낙찰자의 계약체결 또는 그 이행을 방해하는 경우 In cases where a Person has interfered with a bidder's participation and progress in the tender or hindered a successful bidder from concluding the contract and executing it	6 개월 이상 12 개월 이내 From 6 months up to 12 months
(부정 또는 불성실한 행위) (Wrongful or Dishonest Acts)		
12	사실에 근거하지 않은 민원을 제기하여 사업을 지연시키는 경우 In cases where a Person has raised a groundless complaint thereby causing delay in project implementation	1 개월 이상 6 개월 이내 From 1 month up to 6 months
13	제 1 호 내지 제 12 호에 제시된 경우 외, 계약에 관해서 부정, 불성실 또는 방해 행위를 했다고 인정될 경우 In cases other than those provided in Items 1 through 12 above, where it is determined that a Contractor has conducted a wrongful, dishonest or hindering act regarding the Contracts	1 개월 이상 9 개월 이내 From 1 month up to 9 months

Section 4 Financial Proposal – Sample Forms

[Comments in brackets [] provide guidance to the short-listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Sample Forms for the Financial Proposal shall be used for the preparation of the Financial Proposal according to the instructions under para. 3.7 of Section 2.

Financial-1	Financial Proposal Submission Form
Financial-2	Summary of Costs
Financial-3	Breakdown of Remuneration (Time-Based)
Financial-4	Breakdown of Out-of-Pocket Expenses (Time-Based)
Appendix	Financial Negotiations – Breakdown of Remuneration Rates

Form Financial-1: Financial Proposal Submission Form

To:

Bids and Awards Committee VI
Procurement Service
RR Road, Cristobal St., Paco, Manila

Dear Sirs,

We, the undersigned, offer to submit our Proposal for providing the Services for the [insert title of the Project] in accordance with your Request for Proposals dated [insert Date]. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be exempted or borne by the Employer.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 1.9 of the Data Sheet.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [in full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

¹Amounts must be consistent with the ones indicated under Total Cost of Financial Proposal in Form Financial-2.

Form Financial-2: Summary of Costs

Item	Costs (in U.S. Dollars ¹)			Remarks
	Foreign Currency Portion	Local Currency Portion	Sub Total	
Remuneration				
Out-of-Pocket Expenses				
Total²				

¹If specified otherwise in para 3.7.2 of Section 2, apply currency other than U.S. Dollars.

²Indicate the total costs, net of local taxes, to be paid by the Employer.

Form Financial-3: Breakdown of Remuneration¹ (Time-Based)

(This Form Financial-3 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Name ²	Position ³	Staff-month Rate ⁴ (in U.S. Dollars ⁵)	Input ⁶	Costs ⁷ (in U.S. Dollars ⁵)
Foreign Staff				
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		

¹Form Financial-3 shall be filled in for the same Professional and Support Personnel listed in Form Technical-7.
²Professional Personnel should be indicated individually; Support Personnel should be indicated per category (e.g.: draftsman, administrative personnel).
³Positions for the Professional Personnel shall coincide with the ones indicated in Form Technical-5.
⁴Indicate separately staff-month rate for home and field work.
⁵If specified otherwise in para 3.7.2 of Section 2, apply currency other than U.S. Dollars.
⁶Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
⁷For each staff indicate the remuneration, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form Financial-4: Breakdown of Out-of-Pocket Expenses (Time-Based)

(This Form Financial-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

No.	Description ¹	Unit	Unit Cost (in U.S. Dollars ²)	Quantity	Costs ³ (in U.S. Dollars ²)
1	Per diem allowances	Day			
2	International flights ⁴	Trip			
3	Miscellaneous travel expenses	Trip			
4	Communication costs between [insert place] and [insert place]				
5	Drafting, reproduction of reports				
6	Equipment, instruments, materials, supplies, etc.				
7	Shipment of personal effects	Trip			
8	Use of computers, software				
9	Laboratory tests				
10	Subcontracts				
11	Local transportation costs				
12	Office, administrative assistance				
13	Training of the Employer's personnel ⁵				
				Total Costs	

¹The description list is provided for guidance. Delete items that are not applicable or add other items, if necessary.

²If specified otherwise in para 3.7.2 of Section 2, apply currency other than U.S. Dollars.

³Indicate the cost of each out-of-pocket expenses. Cost = Unit Cost x Quantity.

⁴Indicate route of each flight, and if the trip is one- or two-ways.

⁵Indicate only if the training is a major component of the Consulting Services, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance

costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

(v) Overheads

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

(vi) Fee or Profit

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

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

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

(viii) Subsistence Allowances

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

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

2. Out-of-pocket Expenses

- 2.1 The financial negotiations shall further focus on out-of-pocket expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices.

3. Bank Guarantee

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

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

DateName:

Title:

Consultant's Representations Regarding Costs and Charges

(Expressed in US Dollars¹)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ²	Overhead ²	Subtotal	Fee ³	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
	Home Office								
	Field								

¹ If specified otherwise in para 3.7.2 of Section 2, apply currency other than U.S. Dollars.

² Expressed as percentage of 1

³ Expressed as percentage of 4

Section 5 Terms of Reference

TERMS OF REFERENCE NEW CEBU INTERNATIONAL CONTAINER PORT PROJECT Consolacion, Cebu

1. Introduction

1.1. Background

Cebu is the center of trade and commerce not only in Visayas but also in some parts of the Mindanao region. The Cebu Baseport is the primary port servicing the City of Cebu. With the city experiencing rapid urbanization, the construction of a new and modern international container port facility with longer berth and container yard capacity will be instrumental to support the level of development in the city. The existing Cebu International Port (CIP) is already congested, and given the area constraints and increase in cargo volume at the CIP, the Cebu Ports Authority plans to transfer the international container terminal to another location in Cebu. A 2002 study by the Japan International Cooperation Agency identified Brgy. Tayud, Consolacion in Cebu as the ideal site for the construction of the New Cebu International Container Port (NCICP). The same finding was derived in the 2015 feasibility study commissioned by Economic Development Cooperation Fund (EDCF) of South Korea.

1.2. Project Overview

The Government of the Republic of the Philippines (GRP), through its Department of Transportation (DOTr) intends to proceed with the implementation of the New Cebu International Container Port (NCICP) Construction Project (hereinafter referred to as the "Project").

The development of a new port container terminal is consistent with the Philippine Development Plan (2017-2022) and the Central Visayas Medium-Term Regional Development Plan 2017-2022, which cited infrastructure sector's strategy of preserving and upgrading of existing facilities to promote convenience and safety of users, enhancing its economic and aesthetic value and supporting the economic growth in the region.

The Project aims to increase the operational capacity of the main cargo gateway in the Central Visayas Region by sharing the international container volume of the existing Cebu Baseport with the new port with increased cargo handling and container stacking capacities. It will likewise provide a more efficient and reliable transport infrastructure for the unimpeded flow of goods and services in preparation of the increasing cargo demand supporting the growth of commerce and industry in the Visayas region. Consequently, the Project will address congestion inside and outside the port, reduce vessels' waiting time and logistics cost, and open up new opportunities to develop industries in the region.

The Project will be built on a 25-hectare reclaimed island to be connected to the mainland by a bridge to be supplemented onward to the port by a 1.45 kilometers of four (4)-lane concrete road access. The NCICP construction project will be implemented through design and build scheme. The Government of the Republic of Korea (GRK) through the EDCF will finance the Project, through a loan, in the amount of **US\$ 172.64 Million** while the Government of the Republic of the Philippines (GRP) will finance **US\$ 26.6 Million** to cover the total project cost requirement.

1.3. Project Component

The Project components include consulting services (i.e., preliminary concept design, detailed engineering design review, bidding/procurement assistance, construction supervision, ex-post evaluation), civil works (i.e., detailed engineering design/construction: berthing facilities, revetment for reclamation, dredging and reclamation, paving and road, bridge, water supply & drainage/electric installation, architectural facilities, and electronic communication facilities) and procurement of four (4)-quay crane cargo handling equipment.

1.4. Consulting Services

The DOTr is the project executing agency and wishes to engage a consulting firm to, among others: provide the necessary professional and technical services; ensure strict adherence to engineering/legal/environmental requirements, specifications & standards; and ensure the successful implementation of the Project. The consulting services (foreign and local currency) will be retroactively financed out of the proceeds of the Loan which shall not exceed an amount in Korean Won being equivalent to **Five Million Four Hundred Forty Thousand US Dollars (US\$5,440,000)**.

2. Objectives

The objectives of consulting services are outlined as follows:

- 2.1. To come up with preliminary conceptual engineering design and initial construction cost estimates for the NCICP construction project based from the review of the Feasibility Study prepared by EDCF commissioned consultants;
- 2.2. To ensure that the necessary tender documents/bidding documents preparations and the progression of bidding/procurement process of Engineering, Procurement and Construction (EPC) Contractor for the NCICP construction project from pre-qualification to awarding of contract are in order and in accordance with the Procurement Guidelines of EDCF and Procurement Law of the Government of the Republic of the Philippines (GRP);
- 2.3. To ensure proper, appropriate and timely procurement evaluation and contract formulation/negotiation proceedings for NCICP construction project essentially in accordance to the existing government laws, rules, regulations and standards governing the EPC Contractor bidding/awarding activities;
- 2.4. To ensure that the NCICP construction project is successfully completed according to plan, quality, time and cost required and approved by the DOTr;

- 2.5. To serve as instrument for capacity building and strengthening of technical knowhow of the DOTr and CPA Officials involved in the project, i.e., in the field of port engineering & design/construction planning, project scoping, construction supervision, management, operations & maintenance of facilities/equipment and ex-post evaluation;
- 2.6. To ensure that all equipment and facilities to be installed for the project by the suppliers are closely monitored, strictly inspected and accounted for in accordance to the required standards, specifications, quantity and quality required and approved by the DOTr;

3. Scope of Services

The Consultant shall perform the following activities in accordance with the abovementioned objectives:

3.1. Conduct of Surveys and Review of Literature

- 3.1.1. Appraise/review the 2015 feasibility study report done by EDCF commissioned consultants and other similar or relevant project reports; and
- 3.1.2. Provide assistance/professional advice as regards appropriate procedures, locations and number of boring tests to be undertaken as well as in the conduct of hydrodynamic numerical modeling test, thorough soil investigation surveys, topographic surveys and bathymetric surveys;

3.2. Address Environmental Concerns

- 3.2.1. Determine environmental & construction risks and formulate & implement corresponding mitigating measures to address the same; and
- 3.2.2. Review/provide assistance/professional advice on the Environmental Management Plan to be employed by the Contractor, as well as, in the formulation of Reclamation Plan, Environmental & Social Impact Assessment (ESIA), Environmental & Social Management Plan (ESMP) and Land Acquisition & Resettlement Plan (LARP) to be drawn collectively by the DOTr, Consultant and Contractor.

More specifically, the Consultant will provide the following:

- a) To review the EIA, Updated EIA, if any Environmental and Social Management Plan, Resettlement Action Plan, Environmental Compliance Certificate (ECC) and other conditions on environmental and social issues, agreed with EDCF in the appraisal stage.
- b) To monitor the compliance of the project with conditions from DENR and other Government Authorities (GA).
- c) To confirm the progress of the plans enumerated in item a), and assist DOTr and Local Government Unit in updating these plans when necessary.
- d) To include environmental and social clauses including the Construction Contractor's Environment Program (CCEP) to be submitted and implemented by

the Contractor in the bidding document to meet requirements given by DENR and other GAs.

- e) To supervise the environmental and social management plan and monitoring activities by the Contractor.
- f) To assist DOTr and Local Government Unit in submitting monitoring reports on the environment to relevant authorities.
- g) To propose specific actions and counter measures for environmental and social impacts, if necessary, to DOTr and Local Government Unit.
- h) To process and accomplished all the documents stated in the Application Requirements for the issuance of Area Clearance from DENR R7.

3.3. Assistance in the Implementation and Monitoring of Resettlement Action Plan (RAP)

The Consultant will assist DOTr in implementing the RAP entirely, fairly and timely with full transparency, and in monitoring of implementation of RAP and livelihood restoration of Project Affected Families (PAFs). The Consultant will assist DOTr in provision of necessary assistances to PAFs.

More specifically, the Consultant will provide the following:

- a) To monitor and supervise resettlement activities, including utilization of manpower input, updates of RAP;
- b) To assist DOTr in preparation of monthly and annual monitoring reports on resettlement;
- c) To assist DOTr in the preparation of quarterly monitoring reports on resettlement, which is to be submitted to EDCF as a part of quarterly progress report.

3.4. Preparation of Preparatory Conceptual Design, Performance Specification and Parameters

3.4.1. The Consultant shall explore the possibility to consider the (-14.0m) depth instead of the (-12.0m) as indicated in the Feasibility Study submitted by the consultant commissioned by EDCF and the option to utilize for the project the imported steel materials that are now in the Subic Bay Area.

3.4.2. The Consultant shall prepare and submit the preliminary Conceptual Design, Performance Specification and Parameters and initial cost estimates based from the review of the previous design, from the existing Feasibility Study prepared by EDCF commissioned consultants and other government entities, for consideration and approval by DOTr;

3.4.3. The Consultant shall also consolidate the previous design and other supplemental information that will also be used by the EPC Contractor as reference in the preparation of detailed engineering design; and

3.4.4. Upon approval of the Preliminary Conceptual Design, Performance Specification and Parameters, the Consultant shall prepare and submit for approval by DOTr the Approved Budget for Contract (ABC) to cover design and construction works.

3.5. Preparation of Tender Documents

The Consultant shall submit for approval by DOTr the Bidding Documents for the Engineering, Procurement and Construction Contract to include the following:

- Instruction to Bidders
- Qualification Criteria, Evaluation Principles and Procedures for the Selection of EPC Contractor
- Conditions of Contract
- Preliminary Conceptual Design
- Performance Specifications and Parameters
- Approved Budget for the Contract
- Proposed Design and Construction Schedule
- Other Supplemental Information

3.6. Assistance in Bidding

The Consultant shall provide professional advice and assistance (on the following) to the DOTr in bidding for the Engineering, Procurement and Construction (EPC) contract so as to ensure compliance with the Procurement Guidelines of the Bank and of the Procurement Law of the GRP:

- 3.6.1. Assistance in holding a pre-bid conference and in the preparations of the replies to queries submitted by the bidders;
- 3.6.2. Assist DOTr in the prequalification of prospective Contractors for the Project;
- 3.6.3. Evaluation of bid documents submitted by the bidders and recommendation of the successful bidder which will be submitted to DOTr in the form of Bid Evaluation Report;
- 3.6.4. Review and recommend the most ideal mode of financial scheme/implementation in accordance with government guidelines and laws; and
- 3.6.5. Assist DOTr in contract negotiations with the selected bidder.

3.7. Final Review of Detailed Engineering Design and Construction Program of Works Submitted by Construction Contractor

- 3.7.1. Ensure that the required documentary requirements prior to execution of the work had been properly reviewed, certified by the Consultant and approved by DOTr;
- 3.7.2. Review, certify, and recommend for approval by DOTr the Contractor's work schedule program with regard to the preparation, submission until approval of the detailed engineering design and the details of the construction methods and procedures; and

-
- 3.7.3. Review, certify, and recommend for approval by DOTr the detailed program of work and detailed engineering design prepared by the Contractor;

3.8. Construction Supervision and Environmental Management

During the construction stage of the project, the Consultant shall supervise the construction and installation works. The tasks of the Consultant shall include, but not limited to the following:

- 3.8.1. Provide necessary services for the supervision of the construction of the facilities and procurement, installation of equipment and materials to ensure completion of all works within the time allowed in the contract and to ensure that the conditions of the contract are satisfactorily adhered to;
- 3.8.2. Review and certify the Contractor's shop drawings, manufacturers' drawing and/or Contractor's proposal relating to the construction of the project facilities and/or the procurement equipment and materials;
- 3.8.3. Review any change orders that may arise to those that have not been anticipated in the contract documents prior to contract signing and approval;
- 3.8.4. Determine any errors, omissions, inconsistencies submitted by the Contractor that do not comply with the requirements;
- 3.8.5. Review, certify and recommend for approval by DOTr all request by the Contractor for time extensions deemed justified;
- 3.8.6. Determine any suspension of work, or any part thereof, that may be necessary including the financial and other implications of such work suspensions;
- 3.8.7. Review the quantities, location and alignment of all works laid out by the Construction Contractor and recommend acceptance or rejection of the works as constructed, including equipment installed;
- 3.8.8. Evaluate and recommend acceptance or rejection of the materials to be used or incorporated into the works; to test materials and to verify, if necessary, the manufacturers' certificates as presented by the Contractor before approval of DOTr;
- 3.8.9. Prepare interim payment certificates, certificates of completion, final payment certificates and maintenance certificates in accordance with the conditions of the contract;
- 3.8.10. Assist in settling disputes or differences in opinions, which may arise between the DOTr and the Contractor in connection with, or arising out of the construction contract or the execution of the construction and installation, except litigation and arbitration;
- 3.8.11. Assist DOTr in the supervision of environmental management and monitoring activities implemented by the contractor during construction and installation as

mandated by local and national laws particularly all requirements stipulated in the Environmental Compliance Certificate (ECC) conditions of the Project;

- 3.8.12. Deliver to DOTr upon completion of the works all job records, reproducible "as-built" drawings and the instruction necessary for the satisfactory operation and maintenance of the works;
- 3.8.13. Prepare a seaport management study report that will incorporate maintenance procedures and guidelines aimed at preserving the integrity of the seaport during its operational life;
- 3.8.14. Provide any additional services related to the project upon request, subject to the approval of DOTr, of the basis of justifiable and mutually acceptable billing rates/costs; and
- 3.8.15. Perform all other duties as necessary and incidental to the satisfactory execution and completion of the project.

3.9. Maintenance Supervision

- 3.9.1. During the 12-months period of guarantee on the works by the contractor, the Consultant shall determine or advice regarding the contractor's liability in respect of any defects found during this stage, and shall give instructions to the contractor as necessary or when so required;
- 3.9.2. Toward the end of the guarantee period, the Consultant shall perform the necessary inspection to examine or re-examine the remedial works already completed, and instruct the contractor to expedite any remedial measures to be undertaken; and
- 3.9.3. The Consultant shall prepare a final certificate only when the works are reinstated to the satisfaction of the Consultant/Engineer.

3.10. Operation and Technical Support

- 3.10.1. The Consultant shall arrange and provide for the necessary transfer of technical know-how through actual on-hand involvement, seminar workshops and training program (i.e., local and/or abroad) in the field of port engineering & design/ construction planning, project scoping, construction supervision, management, post investment operations & maintenance and ex-post evaluation;
- 3.10.2. The Consultant, in coordination with the contractor and/or suppliers/manufacturers of the construction contract, shall assist DOTr and/or Cebu Ports Authority (CPA) with arrangements for the training of staff required for the operation and maintenance of facilities to be installed. The training shall include Factory Training and On-the-Job Training to cover, among others, training of personnel to operate and maintain the facilities and equipment on a 24/7 basis; and

3.10.3. The tasks of the Consultant shall include but not limited to the preparation of detailed training plan, and identifying sources of suitable operational and technical expertise for training staff required for the operation and maintenance of facilities.

4. Implementation Schedule and Manpower Requirement

4.1. Period of Consultancy Services

4.1.1. Commencement of the Services

The Project duration is **Forty-Four (44) Months** excluding (12) Months for defect liability period. The Consultant shall commence the Service within **Thirty (30) Calendar days** after the receipt of Notice to Proceed issued by the DOTr.

4.1.2. Preparation of Bid Documents

The Consultant shall complete the bidding documents including the preliminary conceptual design, performance specifications and parameters for the New Cebu International Container Port Project within **six (6) calendar months** from the commencement of the Services.

4.1.3. Assistance in Bidding

A period of **three (3) calendar months** is allocated to the services in bidding assistance/selection of contractor. However, this period may vary due to the activities which are not under the full control of neither the DOTr nor the Consultant such as negotiations with the successful bidder and various approvals of the GRP and the Bank.

4.1.4. Detailed Engineering Design, Assistance in Bidding and Construction Supervision

A period of **Thirty Five (35) calendar months** is allocated for the review of detailed engineering design and construction supervision for the New Cebu International Container Port. This period will be reviewed and finalized when the construction works are executed.

4.1.5. Environmental Management

All requirements stated under Environmental Compliance Certificate (ECC) conditions shall be carried out periodically throughout the construction and maintenance supervision period of the project.

4.2. Manpower Requirement

It is estimated that about **Two Hundred Twenty Six (226) man-months for foreign consultants** and **Three Hundred Seventy Eight (378) man-months for local consultants** will be needed, provided, however, that the manning requirements may be revised based on the actual conditions subject to DOTr and bank's approval and not to exceed the amount stated above.

4.2.1. Foreign Consultants

The foreign experts shall primarily undertake, and necessarily assist the DOTr, in the supervision and monitoring of (among others, and jointly with the local experts), the preparation of tender and assistance in bidding, construction execution performance of the construction Contractor, i.e., aside from the following specific duties and responsibilities:

4.2.1.1 Bidding Assistance

Qualifications to get the highest score for General Qualifications and Suitability for the Services;

- a) **Professional Procurement Specialist**—Bachelors degree preferably a Licensed Engineer or a Certified Professional with twelve (12) years or more of relevant professional experience in the conduct of procurement for Foreign Funded Projects.
- b) **Procurement Specialist**— Bachelor's degree preferably a Licensed Engineer or a Certified Professional with eight (8) years or more of relevant professional experience in the conduct of procurement for Foreign Funded Projects.

4.2.1.2 Construction Supervision

Qualifications to get the highest score for General Qualifications and Suitability for the Services;

- a) **Project Manager** — Professional Engineer in Harbor Coastal Engineer with preference for holder of doctorate degree, with fifteen (15) years or more of combined experience as an overall in charge of project in Engineering Design and/or Construction Supervision, and/or Project Management. A minimum of 10-year experience in seaport projects is required. Must have skills/experience in project management, monitoring and evaluation, as well as coordinating the works of a team of experts. Must be familiar with International guidelines on Seaport Development and Operations.

He will attend to the over-all project management and relations to client and other project proponents. He will also handle the technical and administrative management of the Consultancy group, oversees its performance and accomplishment and will conduct review and coordination of design documents.

- b) **Senior Harbor Engineer 1**—A graduate of any related engineering degree, preferably a Licensed Engineer. The candidate must have at least twelve (12) years of combined experience in Seaport Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of six (6) year experience in similar position in seaport projects.

-
- c) **Harbor Engineer 2** –A graduate of any related engineering degree, preferably a Licensed Engineer. The candidate must have at least eight (8) years or more of combined experience in Seaport Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of six (6) year experience in similar position in seaport projects.
- d) **Geotechnical Engineer** - A graduate of any related engineering degree, preferably an Engineer Civil Engineering with at least twelve (12) years or more of combined experience in Geotechnical Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of eight (8) year experience in similar position in seaport projects.
- e) **Structural Engineer** – A graduate of any related engineering degree, preferably a Licensed Engineer with at least twelve (12) years or more combined experience in structural engineering design, specification and cost estimate preparation, and construction supervision of civil works and building structures. The candidate must also have a minimum of eight (8) year experience in similar position in seaport projects.

He shall be in-charge of the review of the designs to be submitted by the EPC Contractor for the structural components and supervision and will provide technical support during construction. He shall likewise conduct coordination of interface between the design documents and actual site conditions.

- f) **Chief Architect** – A bachelor's degree preferably a Professional Architect, with a minimum of twelve (12) years or more of combined experience in architectural and building design and construction supervision and/or project management of vertical structures. The candidate must also have a minimum of eight (8) year experience in similar position in seaport projects.

He shall be in-charge of the review of the designs to be submitted by the EPC Contractor for the vertical facilities and development layout. He will supervise construction of all vertical facilities and will provide technical coordination for design and construction interface.

- g) **Electrical Engineer** – A graduate of any related engineering degree, preferably a Licensed Engineer, with a minimum of twelve (12) years or more of combined experience in electrical engineering design, specification and cost estimate preparation and installation supervision of electrical systems related facilities. The candidate must also have a minimum of four (4) year experience in similar position in handling seaport-related electrical facilities.

He shall be in-charge of the review of the designs to be submitted by the EPC Contractor for the electrical engineering works and supervise the works, provide safety control of electrical facilities as well as construction safety and in all matters related to

electrical works. He will likewise provide technical coordination for design and construction interface and be in-charge of all electrical related works during the conduct of value engineering.

4.2.2 Local Experts

The local experts shall, jointly with the foreign experts, assist the DOTr and the foreign experts in supervising and monitoring the construction execution performance of the construction Contractor, i.e., aside from the following specific duties and responsibilities:

4.2.2.1 Bidding Assistance

Qualifications to get the highest score for General Qualifications and Suitability for the Services;

- a) **Procurement Specialist 1**– Master’s Degree with five (5) years or more of relevant professional experience in the conduct of procurement for Foreign Funded Projects. The candidate must have a minimum of four (4) years experience of handling local procurement under RA 9184

4.2.2.2 Construction Supervision

Qualifications to get the highest score for General Qualifications and Suitability for the Services;

- a) **Senior Harbor Engineer 1** – A graduate of any related engineering degree, preferably a Licensed Engineer. The candidate must have at least eight (8) years or more of combined experience in Seaport Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of four (4) years experience in similar position in seaport projects.
- b) **Harbor Engineer 2** - A graduate of any related engineering degree, preferably a Licensed Engineer. The candidate must have at least six (6) years or more of combined experience in Seaport Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of three (3) years experience in similar position in seaport projects.
- c) **Structural Engineer** – Licensed Structural or Civil Engineer with Master’s Degree, with at least ten (10) years or more of combined experience in structural engineering design, specification and cost estimate preparation, and construction supervision of civil works and building structures. The candidate must also have a minimum of six (6) years experience in similar position in seaport projects.

-
- d) **Geotechnical Engineer** - A Licensed Civil Engineer with Master's Degree, with at least ten (10) years or more of combined experience in Geotechnical Engineering Design and/or Construction Supervision, and/or Project Management. The candidate must also have a minimum of six (6) years experience in similar position in seaport projects.
 - e) **Architect** –Licensed Architect with Master's Degree, with a minimum of ten (10) years or more of combined experience in architectural and building design and construction supervision and/or project management of vertical structures.
 - f) **Electrical Engineer** –Licensed Electrical Engineer with Master's Degree, with a minimum of ten (10) years or more of combined experience in electrical engineering design, specification and cost estimate preparation and installation supervision of electrical systems related facilities.
 - g) **Document Specialist**–Licensed Engineer with Master's Degree, with a minimum of ten (10) years or more of combined professional experience in documentation, contract administration, and/or quantity surveying. The candidate must have a minimum of four (4) years quantity surveying and/or contract administration under the guidelines of EDCF and/or Multilateral Development Banks.

5. Reports and Schedule of Deliverables

The Consultant shall prepare and submit to DOTr the following reports for each respective period of services.

5.1. Preparation of Bid Documents

5.1.1. Inception Report

Ten (10) hard copies and four (4) editable electronic copies, within one (1) month from the receipt of the Notice to Proceed.

5.1.2. Monthly Progress Report

Ten (10) hard copies and four (4) editable electronic copies at the end of each calendar month. The first progress report to be submitted one (1) month after the submission of the Inception Report.

5.1.3. Preliminary Conceptual Design Report

Ten (10) hard copies and four (4) editable electronic copies within two (2) months after commencement of Services.

5.1.4. Performance Specification and Parameters Report

Ten (10) hard copies and four (4) editable electronic copies within two (2) months after the commencement of Services.

5.1.5. Draft Bid Documents

Ten (10) hard copies and four (4) editable electronic copies within two and half (2.5) months after the commencement of Services.

5.1.6. Final Bid Documents

Twenty (20) hard copies and five (5) editable electronic copies within three (3) months after the commencement of Services.

5.2. Assistance in Bidding**5.2.1. Monthly Progress Report**

Ten (10) hard copies and four (4) editable electronic copies at the end of each calendar month.

5.2.2. Pre-Bid Conference Bulletins

Ten (10) hard copies and four (4) editable electronic copies, as maybe required.

5.2.3. Bid Evaluation Report

Ten (10) hard copies and four (4) editable electronic copies within one (1) month after the opening of bids.

5.3. Construction Supervision and Environmental Management**5.3.1. Monthly Construction Progress Report**

Ten (10) hard copies and four (4) editable electronic copies at the end of each calendar month.

5.3.2. Quarterly Environmental Management Monitoring Report

Ten (10) hard copies and four (4) editable electronic copies at the end of each quarter.

5.3.3. Seaport Management Study Report

Ten (10) hard copies and four (4) editable electronic copies by the end of construction works.

5.3.4. Information Catalogues and Aerial Photos

Monthly/quarterly reports shall be submitted as early as possible and in no case later than the first week of the following month.

5.4. Maintenance Supervision

5.4.1. Monthly Monitoring and Progress Report

Ten (10) hard copies and four (4) editable electronic copies at the end of each calendar month.

5.5 Final Report and Project Completion Report

Upon completion of the works, the Consultant shall submit ten (10) hard copies and four (4) editable electronic copies of the Final Project Progress Report/Final Report and upon issuance of Certificate of Completion, the Consultant shall submit a Project Completion Report including the accompanying one (1) set of the construction records comprising the "As-built" drawings and photographs of the construction and accident reports which has been submitted by the Contractor and approved by the Consultant/Engineer.

6. Responsibilities of the Consultant

- 6.1. The Consultant shall be responsible for all decisions relating to the suitability of the proposed designs, drawings and specifications of works for the project facilities, including supervision during construction of such works, and administrative and technical control of all related contracts. DOTr, however, reserves the right to override the decision of the Consultant in any matter relating to the execution of the Project.
- 6.2. The Consultant shall be responsible for equipment and furniture, office supplies and materials, payment of office rental and utilities (water and electricity), communication expenses. Transportation expenses and accommodation allowance including the service vehicle for the duration of the project.

It is understood that all the maps, photographs, drawings, reports, technical papers, computer software/system models, project-related documents/information shall be handed over to, and shall become the property of, DOTr after completion/partial completion of the Project.

7. Responsibilities of the Department of Transportation (DOTr)

The DOTr shall provide the following services and facilities to the Consultant:

- 7.1. Access to relevant offices and agencies, and full coordination in the discussion and collection of data and information, such as engineering design, master plan, updated feasibility studies, previously prepared bid documents related to the services.
- 7.2. Soft copies of the updated feasibility studies and bid documents.
- 7.3. A Project Management Unit (PMU) that shall assist, coordinate and at the same time monitor the Consultant in its day-to-day project implementation activities.

8. Organizational Arrangements

The DOTr, as the Project Executing Agency (PEA), has formed an Inter-Agency Steering Committee/Executive Committee/Project Management Unit (PMU) to undertake the following:

- Undertake day-to-day project implementation administration;
- Prepare the Request for Proposals (RFP) for the Consulting Services with assistance from the Bank;
- Drafting of Bidding Documents;
- Administering tender and award of Contractor;
- Planning and supervising the implementation of the Project;
- Managing financial resources including disbursements of the Loan proceeds; and
- Coordinating policies with national authorities responsible for efficient project execution.

The DOTr shall establish a Project Management Unit (PMU) to ensure effective and timely execution of the Project. The PMU group shall serve as Counterpart of the Consultant.

ANNEX "A"

NEW CEBU INTERNATIONAL CONTAINER PORT PROJECT

MANNING REQUIREMENTS

A. BIDDING ASSISTANCE

FOREIGN EXPERT		Grade	Qty.	No. of Person	MAN-MONTHS
1.	Professional Procurement Specialist	P.E.	3	1	3
2.	Procurement Specialist	H.G.	3	3	9
Sub Total					12

LOCAL EXPERT			Qty.	No. of Person	MAN-MONTHS
1.	Procurement Specialist		3	2	6
Sub Total					6

B. CONSTRUCTION SUPERVISION

FOREIGN EXPERT		Grade	Qty.	No. of Person	MAN-MONTHS
1.	Project Manager	P.E.	35	1	35
2.	Senior Harbor Engineer1	S.G.	35	2	70
3.	Harbor Engineer2	H.G.	25	1	25
4.	Geotechnical Engineer	S.G.	24	1	24
5.	Structural Engineer	S.G.	18	2	36
6.	Chief Architect	S.G.	12	1	12
7.	Electrical Engineer	S.G.	12	1	12
Sub Total					214

LOCAL EXPERT			Qty.	No. of Person	MAN-MONTHS
1.	Senior Harbor Engineer1		35	2	70
2.	Harbor Engineer2		35	2	70
3.	Geotechnical Engineer		24	1	24
4.	Structural Engineer		18	2	36
5.	Architect		12	1	12
6.	Electrical Engineer		12	1	12
7.	Document Specialist		8	1	8

LOCAL EXPERT					
1.	Inspectors		35	1	35
2.	Lab Technician		35	1	35
3.	Administrator		35	2	70
Sub Total					140

SUMMARY	Man-Months
Total man-months for Foreign Consultant	226
Total man-months for Local Consultant and Staff	378
Grand Total	604

ANNEX "B"

PROJECT IMPLEMENTATION SCHEDULE

Work Schedule	TIME IN MONTHS														Total	
	3	6	9	12	15	18	21	24	27	30	33	36	39	42		44
Preparation of Bid Documents	■	■														6
Assistance in Bidding/Selection of Contractor			■													3
Construction Supervision				■	■	■	■	■	■	■	■	■	■	■	■	35

Section 6-A
Sample Form of Contract for Consulting Services
(Time-Based)

Preface

This sample Contract for Consulting Services has been prepared by the Export-Import Bank of Korea (hereinafter referred to as the “Bank”) for use by its Project Executing Agencies (hereinafter referred to as the “Employer”) when they hire a consulting firm (hereinafter referred to as the “Consultant”) to provide consulting services for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services. The use of this contract is encouraged whenever possible for contracts financed partly or wholly by the Bank, as this contract complies with the Guidelines for the Employment of Consultants under the EDCF Loan.

The Contract consists of four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. Parties using this sample Contract for services financed by the Bank should note that the General Conditions must not be modified. Any adjustment to meet the Project features should be made only in the Special Conditions, as specified in the notes in *italic* provided for the individual clauses.

Time-based contracts are recommended when the scope of the services cannot be established with sufficient precision, or the duration and quantity of services depends on variables that are beyond the control of the Consultant. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is based on (i) agreed upon unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) out-of-pocket expenses using actual expenses and/or agreed unit prices. This type of contract requires the Employer to closely supervise Consultant and to be involved in the daily execution of the assignment.

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**Contract for Consulting Services
Time-Based**

between

Department of Transportation

And

[Name of the Consultant]

Dated: _____

I. Form of Contract Time-Based

This CONTRACT for the Consulting Services (hereinafter referred to as the "Contract") was made and entered into this [date]th day of [month], [year], between, on the one hand, Department of Transportation of the Republic of the Philippines, with its registered principal office at Apo Court, Pinatubo Corner Osmeña Road, Clark Freeport Zone 2009 Pampanga, Philippines, (hereinafter referred to as the "Employer") and, on the other hand, [name of the Consultant] of [name of the Consultant's country], with its registered principal office at [address of the Consultant] (hereinafter referred to as the "Consultant"). The Employer and the Consultant shall herein after be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter referred to as the "Services");

WHEREAS, the Consultant, having represented to the Employer that it has the required professional skills, and personal and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

WHEREAS, the Government of the Republic of the Philippines through its Department of Finance (hereinafter referred to as the "Borrower") has received a loan from the Export-Import Bank of Korea (hereinafter referred to as the "Bank") from the resources of the Economic Development Cooperation Fund (hereinafter referred to as the "EDCF") of the Republic of Korea in the amount of One Hundred Seventy Two Million Six Hundred and Forty One Thousand US Dollars (US\$172,641,000.00) toward the cost of the New Cebu International Container Port Project (NCICPP) (hereinafter referred to as the "Project"), and intends to apply a portion of the proceeds of this loan to payments under the Contract; and

WHEREAS, the terms and conditions of the Contract and payments by the Bank, therefore, shall be subject in all respects to the terms and conditions of the Loan Agreement, including the Guidelines for the Employment of Consultants under the EDCF Loan. Except as the Bank may specially otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to constitute an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract; and
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-Consultants – Hours of Work for Key Personnel
 - Appendix D: Summary of Cost Estimates
 - Appendix E: Duties of the Employer
 - Appendix F: Sample Form of Advance Payments Guarantee

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions in the Contract; and
 - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have caused this Contract to be signed in their respective names, as of the day and year first above written.

For and on behalf of Department of Transportation of the Republic of the Philippines

[Authorized Representative]

For and on behalf of [name of the Consultant] [name of the Consultant's country]

[Authorized Representative]

II. General Conditions of Contract

1. General provisions

1.1 Definitions

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 Government's country, or in such other country as may be specified in the Special Conditions of Contract, as they may be issued and in force from time to time.
- (b) The "Bank" means the Export-Import Bank of Korea which has been entrusted by the Government of the Republic of Korea with the operation and management of the Economic Development Cooperation Fund.
- (c) "Consultant" means any private or public entity that will provide the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions of Contract, the Special Conditions of Contract, and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Employer's country.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Employer's country.
- (j) "Party" means the Employer or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means qualified persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GCC 4.2(a).
- (l) "Out-of-Pocket Expenses" means all assignment related costs other than

Consultant's remuneration.

- (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Consultants" means any qualified person or entity to whom/which the Consultant subcontracts any part of the Services subject to the approval by the Employer and for whom/which the Consultant is fully responsible.
- (p) "Third Party" means any qualified person or entity other than the Government, the Employer, the Consultant or a Sub-Consultant.
- (q) "In Writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

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

1.3 Law Governing Contract

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

1.4 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. Furthermore, all reports and correspondence required during the implementation of the Services shall be in English.

1.5 Headings

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

1.6 Notices

- 1.6.1 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 delivered by in person, mail or cable to the authorized representative of the Party to which it is required to be given or made at such Party's address, or at such other address as either Party may specify in the SCC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party in writing of such change to the address in the SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.8 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one entity, 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 Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

All taxes, duties and levies imposed on the Services within the Employer's country provided by the Consultant shall either be exempted or borne by the Employer, as specified in the SCC.

1.11 Fraud and Corruption

It is the Bank's policy to require that Borrowers (including the beneficiaries of the Bank loans), as well as Consultants under the EDCF-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of, directly or indirectly, anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Employer or of a beneficiary of the loan were engaged in corrupt or fraudulent practices in competing for the contract in question or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and

- (c) shall declare a Consultant ineligible, for a period determined by the Bank, to be awarded a contract financed by an EDCF loan if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract financed by an EDCF loan.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of the Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, the Employer or the Consultant may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

This Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

2.4 Expiration of Contract

Subject to sub-clause GCC 2.7.3(c) and unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall expire at the end of such time period after the number of days from the Effective Date as specified in the SCC.

2.5 Entire Agreement

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

2.6 Modifications or Variations

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by a written agreement between the Parties. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- (b) In cases of any substantial modifications or variations, the prior written consent of the Bank is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give a written notice

of the restoration of normal conditions as soon as possible.

- (c) 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 result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8 Suspension

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) 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.

2.9 Termination

2.9.1 By the Employer

The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraph (a) through (h) of this Clause GCC 2.9.1. In such an occurrence, the Employer shall give a not less than thirty (30) days' prior written notice of termination to the Consultant, and sixty (60) days' in case of the event referred to in (h).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8 hereinabove, within thirty (30) days of receipt of such prior notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any

law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Employer a false statement which has material effect on the rights, obligations or interests of the Employer.
- (f) If, as the 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.
- (g) If the Loan Agreement has been terminated or the Bank has suspended disbursements under the Loan Agreement.
- (h) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' prior notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.9.2.

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving a written notice from the Consultant that such payment is overdue.
- (b) If, as the 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.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
- (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or

expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.8 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or 2.9.2 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 Employer, the Consultant shall proceed as provided, respectively, by Clause GCC 3.7 or GCC 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GCC 6 hereof for the Services satisfactorily performed prior to the effective date of termination, and out-of-pocket expenses pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (e), of Clause GCC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents; and
- (c) in the event that the Consultant is found to be in breach of the Bank's Fraud and Corruption requirement, there shall be no payment or reimbursement in respect of any fraudulent or corrupt practices performed by the Consultant.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GCC 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

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 standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practical steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interests

The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

(a) The payments to the Consultant pursuant to Clause GCC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would represent a conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Employer, the Consultant and its 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Employer undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel or Sub-Consultants and specialists associated with the Consultant for the purposes of the Services, nor for any members of any family of any such person.

3.5 Consultant's Actions Requiring the Employer's Prior Approval

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

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

- (c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the Employer the reports and documents specified in Appendix A hereto, in the form, in the numbers and with the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies as specified in the said Appendix.
- (c) The Consultant shall report to the Employer promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the agreed schedules, and indicate what steps should be taken to meet the situation.

3.7 Documents Prepared by the Consultant to be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Employer. 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 Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.8 Accounting, Inspection and Auditing

The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Consultant's attention is drawn to Clause 1.11 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

3.9 Equipment, Vehicles and Materials Furnished by the Employer

Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of

such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. Consultant's Personnel and Sub-Consultants

4.1 General

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

4.2 Description of Personnel

(a) 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 C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons

for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Employer's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Employer's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any out-of-pocket expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) 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.

4.6 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 Employer, shall take charge of the performance of such Services.

5. Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the 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.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants 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 the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Land

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required

for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 Services, Facilities and Property of the Employer

- (a) The Employer shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GCC 6 of this Contract.

5.5 Counterpart Personnel

- (a) The Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant's advice, if specified in Appendix E.
- (b) If counterpart personnel are not provided by the Employer to the Consultant as and when specified in Appendix E, the Employer and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Employer to the Consultant as a result thereof pursuant to Clause GCC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SCC.
- (c) Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Out-of-Pocket Expenses

- (a) Subject to the ceilings specified in Clause GCC 6.1(b) hereof, the Employer shall pay to the Consultant (i) remuneration as set forth in Clause GCC 6.2(b) hereunder, and (ii) out-of-pocket expenses as set forth in Clause GCC 6.2(c) hereunder. Unless otherwise specified in the SCC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SCC 6.2(b), and subject to price adjustment, if any, specified in Clause SCC 6.2(a).
- (c) Out-of-pocket expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SCC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-

day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment

Though prices are quoted in US Dollars, the Contract Price shall be made and paid in Korean Won, unless specified otherwise in the SCC. The conversion shall be made at the average of the telegraphic transfer selling rates of Korean Won against US Dollar as quoted and publicly displayed by the Bank, during the one month period from the sixteenth(16th) day of two calendar months prior to the month when the first procurement contract for the consulting service is signed respectively, to the fifteenth (15th) day of one calendar month prior thereto.

6.4 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SCC, the Employer shall cause to be paid to the Consultant advance payments as specified in the SCC. When the SCC indicate advance payment, this will be due after provision by the Consultant to the Employer of an advance payment guarantee acceptable to the Employer in an amount (or amounts) specified in the SCC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix F hereto, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (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; or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and GCC 6.4 for such month, or any other period indicated in the SCC. Separate statements shall be submitted for payments from foreign and local currency portions. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to out-of-pocket expenses.
- (c) The Employer shall pay the Consultant's statements within sixty (60) days after the receipt by the Employer of such statements with supporting documents. Only such portion of a 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 Employer may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause 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 Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, 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, and thereafter the foregoing process shall be repeated. Any amount, which the Employer 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 Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) Payments in respect of remuneration or out-of-pocket expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Employer prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertakes 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.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the 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 will 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 Clause GCC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in the final text.)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words "in the Government's country" are amended to read "in The Republic of the Philippines."
1.6	<p>The Addresses are:</p> <p>Employer: Department of Transportation (DOTr) Attention: USec. Fernando Juan C. Perez Telephone: 790 8300 local 233 E-mail: assec_maritime@dotr.gov.ph</p> <p>Consultant: _____ Attention: _____ Telephone: _____ Facsimile: _____ E-mail: _____</p>
{1.8}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 1.8 should be deleted from the SCC.</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>The OIC-Undersecretary for Maritime, Assistant Secretary for Maritime and the designated Project Manager for the Project Management Unit of New Cebu International Container Port Project.</u></p> <p>For the Consultant: _____</p>
1.10	The Employer warrants that the Consultant, the Sub-Consultants and the

Personnel shall be exempt from (or that the Employer shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Employer and which is treated as property of the Employer;
- (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
 - (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
 - (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall

	reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into the Government's country.
{2.1}	The effectiveness conditions are the following: (a) Effectiveness of Korea EXIM Bank Loan (b) Employer's approval of Consultant's proposals for appointment of specified key staff members; (c) Approval/Concurrence of the Contract by Korea EXIM Bank; and (d) Receipt by Employer of advance payment guarantee and by Consultant of advance payment
2.2	The time period shall be 120 days.
2.3	The time period shall be 30 days.
2.4	The time period shall be 44 months
3.4	The risks and coverage shall be as follows: (a) Third party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a comprehensive coverage of [_____], as required by relevant local regulation; (b) Third party liability insurance, with a comprehensive coverage of \$50,000.00 (US Dollar) , as required by relevant local regulation; (c) professional liability insurance, with a minimum coverage of \$150,000.00 (US Dollar) , as required by relevant local regulation; (d) Consultants' liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against the loss or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <i>Note: Delete what is not applicable.</i>
{3.5(c)}	The other actions are: (c) Taking any action under the construction contract designating the Consultant as "Engineer", for which action, pursuant to such construction contract, the written approval of the Employer as

	“Employer” is required.
{3.7}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Employer.
{4.6}	The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GCC 4.6. In the absence of the Project Manager, an Officer-In-Charge shall be designated.
6.1(b)	The ceiling of Foreign Currency portion: US\$3,659,748.00 The ceiling of Local Currency portion: US\$1,780,416.00
{6.2(a)}	<p>Payments for remuneration made in accordance with Clause GCC 6.2(a) shall be adjusted as follows:</p> <p>(a) Remuneration paid for foreign personnel pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \left\{ \text{or } R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration of foreign personnel, I_f is the official index for salaries in the country of the foreign personnel for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign personnel for the month of the date of the Contract.</p> <p>(b) Remuneration paid for local personnel pursuant to the rates set forth in Appendix D shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i>th calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \left\{ \text{or } R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right] \right\}$ <p>where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration of local personnel, I_l is the official index for salaries in</p>

	<p>the Employer's country for the first month for which the adjustment is to have effect and, I_{10} is the official index for salaries in the Employer's country for the month of the date of the Contract.}</p>
<p>6.2(b)</p>	<p>The rates for Foreign Personnel and for the Local Personnel to be paid are set forth in Appendix D.</p> <p><i>Note: According to the para. 6.3 of the Instructions to Consultants, the Employer must request the Consultants to submit certain representations about the Consultants' salary and related costs, which representations are then used by the parties when negotiating the applicable remuneration rates. In this case, the text set forth below should be used as Clause SCC 6.2(b)(ii) in the SCC.</i></p> <p>The remuneration rates have been agreed upon based on the representations made by the Consultants during the negotiation of this Contract with respect to the Consultants' costs and charges indicated in the form "Consultants' Representations regarding Costs and Charges" contained in the Appendix attached to Section 4 "Financial Proposal - Sample Forms" of the RFP, and submitted by the Consultants to the Employer prior to such negotiation. The agreed remuneration rates are evidenced in the form "Breakdown of Agreed Fixed Rates in Consultants' Contract," executed by the Consultants at the conclusion of such negotiation; a model of such a form is attached at the end of these SCC as Model Form I. Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 3.8 hereof or through other means) to be materially incomplete or inaccurate, the Employer shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Employer before any such modification, (i) the Employer shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Employer to the Consultants, the Consultants shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 6.4(d) of this Contract.}</p>

6.2(c)	The out-of-pocket expenses to be paid are set forth in Appendix D.
6.3	The prices quoted in the Financial Proposals shall be in <i>US Dollars</i> <u>with conversion in Korean Won</u> . The Contract Price shall be made and paid in <i>Korean Won</i> .
6.4(a)	An advance payment of fifteen percent (15%) of the total base amount for the Foreign Currency and Local Currency portion shall be made within <i>thirty (30)</i> days after the Effective Date. The advance payment will be set off by the Employer in equal installments by deducting 20% of each monthly billing of the Consultant until the advance payment has been fully set off. The advance payment guarantee shall be in the amount and in the currency of the foreign and local currency portion of the advance payment.
6.4(c)	No interest shall be applied.
6.4(e)	The account is:_____.
8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators</u> . Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>FIDIC</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
	(b) Where the Parties do not agree that the dispute concerns a

technical matter, the Employer and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the International Chamber of Commerce, Paris*.

(c) If, in a dispute subject to Clause SCC 8.2.1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *ICC* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SCC 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties*] or of the Government's country. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant; or

(b) the country in which the Consultant's principal place of business is located; or

	<p>(c) the country of nationality of a majority of the Consultant's shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <u>Singapore</u>.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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MODEL FORM I

See Note to Form on Clause SCC 6.2(b)(ii)

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in Korean Won)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
	Home Office								
	Field								

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature _____

Name: _____

Title: _____

Date _____

IV. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Employer, etc.

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK FOR KEY PERSONNEL

Note: List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.

C-2 Same information as C-1 for Key local Personnel.

C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government's country.

C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GCC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D – SUMMARY OF COST ESTIMATES

Item	Costs			Remarks
	Foreign Currency Portion	Local Currency Portion	Sub Total	
Remuneration				
Out-of-Pocket Expenses				
Total				

Note: Provide the summary of cost estimates in the currency pursuant to Clause GCC 6.3 and Clause SCC 6.3.

1. *Remuneration:*
 - (a) *Monthly rates for Foreign Personnel (Key Personnel and other Personnel)*
 - (b) *Monthly rates for Local Personnel (other Personnel).*

2. *Out-of-pocket expenses (items that are not applicable should be deleted; others may be added):*
 - (a) *Per diem allowance, including hotel, for experts for every day of absence from the home office for the purpose of the service*
 - (b) *Air transport for Foreign Personnel:*
 - (i) *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;*
 - (ii) *for any foreign Personnel spending twenty-four (24) consecutive months or more in the Employer's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the*

Employer's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Employer's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

- (c) *Air transport for dependents: the cost of transportation to and from the Employer's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Employer's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Employer's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
- (d) *Miscellaneous travel expenses*
 - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
 - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
- (e) *International communications: the cost of communications (other than those arising in the Employer's country) reasonably required by the Consultant for the purposes of the Services.*
- (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
- (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Employer (including transportation to the Employer's country).*
- (h) *The cost of transport of personal effects.*
- (i) *The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
- (j) *The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Employer.*

- (k) *The cost of any subcontract required for the Services and approved in writing by the Employer.*
- (l) *The cost of training of the Employer's personnel outside the Employer's country, if training is a major component of the assignment, specified as such in the TOR.*
- (m) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Employer.*

APPENDIX E - DUTIES OF THE EMPLOYER

Note: List under:

F-1 Services, facilities and property to be made available to the Consultant by the Employer.

F-2 Professional and support counterpart personnel to be made available to the Consultant by the Employer.

APPENDIX F—SAMPLE FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GCC 6.4(a) and Clause SCC 6.4(a).

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultants, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at _____ *[name and address of Bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. ~~In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."~~

Consultancy Services for the Preparation of Conceptual Design, Assistance in Bidding and Construction Supervision of New Cebu International Container Port Project (NCICPP)

DETAILED EVALUATION CRITERIA FOR THE SELECTION OF CONSULTANTS USING QUALITY-BASED EVALUATION PROCEDURE

CRITERIA		Qualifying Mark
(i) Experience and Capability of the Consultant (Consultancy Firm)		10.00
a)	Experience in similar projects regardless of location, for the last ten (10) years from the bid closing date of comparable size and work services.	7.00
	a.1 Preparation of Preliminary Conceptual Design or Detailed Engineering Design, and Assistance in Bidding for Seaport Projects	2.00
	1) 5 seaport projects or more	2.00
	2) 4 seaport projects	1.50
	3) 3 seaport projects	1.00
	4) 2 seaport projects	0.50
	5) 1 seaport project	0.20
	a.2 Construction Supervision for Seaport Projects	5.00
	1) 5 seaport projects or more	5.00
	2) 4 seaport projects	3.75
	3) 3 seaport projects	2.50
	4) 2 seaport projects	1.25
	5) 1 seaport project	0.50
b)	Experience in Asia except Korea for the last ten (10) years from bid closing date for which all of the conceptual or detailed design together with assistance in tendering and construction supervision services of comparable size were completed.	3.00
	b.1 Preparation of Preliminary Conceptual Design or Detailed Engineering Design, and Assistance in Bidding for Seaport Projects	1.00
	1) 5 seaport projects or more	1.00
	2) 4 seaport projects	0.75
	3) 3 seaport projects	0.50
	4) 2 seaport projects	0.25
	5) 1 seaport projects	0.10
	b.2) Construction Supervision	2.00
	1) 5 seaport projects or more	2.00
	2) 4 seaport projects	1.50
	3) 3 seaport projects	1.00
	4) 2 seaport projects	0.50
	5) 1 seaport project	0.20

NOTE:

- Experience of a firm conducting project preparation which includes both engineering design and construction supervision will be considered as the firm experience for two projects; one for engineering design and the other for construction supervision.
- Experience of a firm conducting design preparation "as a member of JV" will be considered as the experience contributing to "one whole project".
- Experience of the consortium that consists of the firms who have the experience of the same project will be regarded as the experience of one project.
- Experience of a firm in a JV regardless of its share ratio will be considered as one whole project.
- For Joint Ventures/Consortiums of short listed/non-short-listed consultants, a collective experience for the above services (i)(a) & (i)(b) shall be considered as one (1) complete project.
- Comparable Size – refers to the size of a single completed consulting services projects of at least fifty percent (50%) equivalent to the cost of services as shown on the table below:

A

Scope of Services

- 1) Conceptual Design and Bid Assistance US\$ 696,000.00
 2) Construction Supervision of all Seaport Components US\$ 4,740,000.00

CRITERIA		Qualifying Mark
(ii) Adequacy of the Proposed Methodology and Work Plan in Responding to the Terms of Reference		25.00
a)	Technical Approach and Methodology	10.00
b)	Work Plan	8.00
c)	Organization and Staffing	7.00

(ii) Adequacy of the Proposed Methodology and Work Plan in Responding to the Terms of Reference		25.00
A)	Technical Approach and Methodology	10.00
	1) General understanding of project objectives (completeness & appropriateness of proposal)	3.00
	a) Excellent	3.00
	b) Good	2.25
	c) Fair	1.50
	d) Poor	0.75
	2) Quality and soundness of approach and methodology	2.00
	a) Excellent	2.00
	b) Good	1.50
	c) Fair	1.00
	d) Poor	0.50
	3) Understanding of scope of works and required services	2.00
	a) Excellent	2.00
	b) Good	1.50
	c) Fair	1.00
	d) Poor	0.50
	4) Clear linkage between methodology and work program	1.50
	a) Excellent	1.50
	b) Good	1.13
	c) Fair	0.75
	d) Poor	0.38
	5) Practicability of technology transfer program	0.50
	a) Excellent	0.50
	b) Good	0.38
	c) Fair	0.25
	d) Poor	0.13
	6) Appropriateness of comments of TOR	0.50
	a) Excellent	0.50
	b) Good	0.38
	c) Fair	0.25
	d) Poor	0.13
	7) Presentation of proposal	0.50
	a) Excellent	0.50
	b) Good	0.38
	c) Fair	0.25
	d) Poor	0.13

B)	Work Plan		8.00
	1) Clear presentation on the major activities of the Services, their content and duration, phasing and interrelation, target schedules and delivery dates of the report		2.00
	a) Excellent	2.00	
	b) Good	1.50	
	c) Fair	1.00	
	d) Poor	0.50	
	2) Consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them in feasible working plan		2.00
	a) Excellent	2.00	
	b) Good	1.50	
	c) Fair	1.00	
	d) Poor	0.50	
	3) Clear presentation on the list of final documents, including reports, drawings, and tables to be delivered as final output.		2.00
	a) Excellent	2.00	
	b) Good	1.50	
	c) Fair	1.00	
	d) Poor	0.50	
	4) Consistent with the work schedule		2.00
	a) Excellent	2.00	
	b) Good	1.50	
	c) Fair	1.00	
	d) Poor	0.50	
C)	Organization and Staffing		7.00
	1) Total Man-Months Estimate		4.00
	a) Man-months in the proposal that are within (+) or (-) 5% of the estimate	4.00	
	b) Man-months in the proposal that are outside (+) or (-) 5% of the estimate	2.00	
	2) Logical allocation of Man-months in the proposal to the various individual experts, and local versus international consultants in relation to the task to be performed		3.00
	a) Well balanced composition	3.00	
	b) Unbalanced composition	1.50	

CRITERIA		Qualifying Mark
(iii)	Key Professional Staff's Qualifications and Competence for the Assignment	60.00

I.	FOREIGN EXPERT	40.00
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1	Project Manager (P.E.)	10.00
2	Senior Harbour Engineer 1 (S.G.)	4.00
3	Senior Harbour Engineer 1 (S.G.)	4.00
4	Harbour Engineer 2 (H.G.)	3.00
5	Geotechnical Engineer (S.G.)	3.00
6	Structural Engineer (S.G.)	4.00
7	Structural Engineer (S.G.)	4.00
8	Chief Architect (S.G.)	3.00
9	Electrical Engineer (S.G.)	2.00
10	Professional Procurement Specialist (P.E.)	1.50
11	Procurement Specialist (H.G.)	0.50
12	Procurement Specialist (H.G.)	0.50
13	Procurement Specialist (H.G.)	0.50

II. LOCAL EXPERTS			20.00
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1	Senior Harbour Engineer 1		3.00	
2	Senior Harbour Engineer 1		3.00	
3	Harbour Engineer 2		2.00	
4	Harbour Engineer 2		2.00	
5	Geotechnical Engineer		2.00	
6	Structural Engineer		2.00	
7	Structural Engineer		2.00	
8	Architect		1.00	
9	Electrical Engineer		1.00	
10	Document Specialist		1.00	
11	Procurement Specialist 1		1.00	

Foreign Experts			40.00
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1	a) Project Manager (P.E.)			10.00
	A) General Qualifications (30%)			3.00
	1) Education on related field			1.80
	1.1	Doctor in Civil Engineering with Certificate of Professional Engineer in Harbor Coastal Engineer	1.80	
	1.2	Masters in Civil Engineering with Certificate of Professional Engineer in Harbor Coastal Engineer	1.50	
	1.3	BS Civil Engineering with Certificate of Professional Engineer in Harbor Coastal Engineer	1.26	
	2) Training/Seminar in Seaport and/or related field (Related field includes training/seminar on construction supervision, management or design of any infrastructure projects)			0.90
	2.1	5 trainings/seminars or more	0.90	
	2.2	4 trainings/seminars	0.81	
	2.3	3 trainings/seminars	0.63	
	2.4	2 trainings/seminars	0.23	
	2.5	1 training/seminar	0.09	
	3) Length of Service with the Firm			0.30
	3.1	Minimum of 1 year with the firm	0.30	
	3.2	Less than 1 year with the firm	0.08	
	B) Suitability for the Services (60%)			6.00
	1) Combined experience in Seaport Eng'g, Design, Construction Supervision, and Project Management			3.60
	1.1	More than 18 years	3.60	
	1.2	More than 15 up to 18 years	3.24	
	1.3	15 years	2.52	
	1.4	less than 15 years	0.00	
	2) Experience in similar position in Seaport Projects			2.40
	2.1	More than 10 years	2.40	
	2.2	10 years	1.68	
	2.3	Less than 10 years	0.00	

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	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		1.00
		1) Experience in the Philippines or other Southeast Asian countries		0.60
		1.1 With experience	0.60	
		1.2 Without experience	0.00	
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.40
		2.1 Good	0.40	
		2.2 Fair	0.28	
		2.3 Poor	0.00	
	2	Senior Harbour Engineer-1 (S.G.)		4.00
	A)	General Qualifications (30%)		1.20
		1. Education on related field		0.72
		1.1 Licensed Engineer with Bachelors Degree in Engineering	0.72	
		1.2 Bachelors Degree in Engineering	0.50	
		2. Training/Seminar in Seaport and/or related field		0.36
		2.1 5 trainings/seminars or more	0.36	
		2.2 4 trainings/seminars	0.32	
		2.3 3 trainings/seminars	0.25	
		2.4 2 trainings/seminars	0.18	
		2.5 1 training/seminar	0.09	
		3. Length of Service with Firm		0.12
		3.1 One (1) year or more with the firm	0.12	
		3.2 Less than one (1) year with firm	0.06	
	B)	Suitability for the Services (60%)		2.40
		1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		1.44
		1.1 More than 14 years	1.44	
		1.2 More than 12 up to 14 years	1.30	
		1.3 12 years	1.01	
		1.4 Below 12 years	0.00	
		2) Experience in similar position in Seaport Projects		0.96
		2.1 More than 8 years	0.96	
		2.2 More than 6 up to 8 years	0.86	
		2.3 6 years	0.67	
		2.4 Below 6 years	0.00	
	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.40
		1) Experience in the Philippines or other Southeast Asian countries		0.24
		1.1 With experience	0.24	
		1.2 Without experience	0.00	
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.16
		2.1 Good	0.16	
		2.2 Fair	0.11	
		2.3 Poor	0.00	

3	Senior Harbour Engineer 1 (S.G.)		4.00
A)	General Qualifications (30%)		1.20
	1. Education on related field		0.72
	1.1	Licensed Engineer with Bachelors Degree in Engineering	0.72
	1.2	Bachelors Degree in Engineering	0.50
	2. Training/Seminar in Seaport and/or related field		0.36
	2.1	5 trainings/seminars or more	0.36
	2.2	4 trainings/seminars	0.32
	2.3	3 trainings/seminars	0.25
	2.4	2 trainings/seminars	0.18
	2.5	1 training/seminar	0.09
	3. Length of Service with Firm		0.12
	3.1	One (1) year or more with the firm	0.12
	3.2	Less than one (1) year with firm	0.06
B)	Suitability for the Services (60%)		2.40
	1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		1.44
	1.1	More than 14 years	1.44
	1.2	More than 12 up to 14 years	1.30
	1.3	12 years	1.01
	1.4	Below 12 years	0.00
	2) Experience in similar position in Seaport Projects		0.96
	2.1	More than 8 years	0.96
	2.2	More than 6 up to 8 years	0.86
	2.3	6 years	0.67
	2.4	Below 6 years	0.00
C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.40
	1) Experience in the Philippines or other Southeast Asian countries		0.24
	1.1	With experience	0.24
	1.2	Without experience	0.00
	2) Proficiency with the English language (Speaking, Reading and Writing)		0.16
	2.1	Good	0.16
	2.2	Fair	0.11
	2.3	Poor	0.00
4	Harbour Engineer 2 (H.G.)		3.00
A)	General Qualifications (30%)		0.90
	1. Education on related field		0.54
	1.1	Licensed Engineer with Bachelors Degree in Engineering	0.54
	1.2	Bachelors Degree in Engineering	0.38

		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.27
		2.1	5 trainings/seminars or more	0.27
		2.2	4 trainings/seminars	0.24
		2.3	3 trainings/seminars	0.19
		2.4	2 trainings/seminars	0.14
		2.5	1 training/seminar	0.07
		3. Length of Service with Firm		0.09
		3.1	One (1) year or more with the firm	0.09
		3.2	Less than one (1) year with firm	0.05
	B)	Suitability for the Services (60%)		1.80
		1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		1.08
		1.1	More than 10 years	1.08
		1.2	More than 8 up to 10 years	0.97
		1.3	8 years	0.76
		1.4	Below 8 years	0.00
		2) Experience in similar position in Seaport Projects		0.72
		2.1	More than 8 years	0.72
		2.2	More than 6 up to 8 years	0.65
		2.3	6 years	0.50
		2.4	Below 6 years	0.00
	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.30
		1) Experience in the Philippines or other Southeast Asian countries		0.18
		1.1	With experience	0.18
		1.2	Without experience	0.00
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.12
		2.1	Good	0.12
		2.2	Fair	0.08
		2.3	Poor	0.00
5		Geotechnical Engineer (S.G.)		3.00
	A)	General Qualifications (30%)		0.90
		1. Education on related field		0.54
		1.1	Engineer Civil Engineering with Bachelors Degree in Engineering	0.54
		1.2	Bachelor's Degree in Engineering	0.38
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.27
		2.1	5 trainings/seminars or more	0.27
		2.2	4 trainings/seminars	0.24
		2.3	3 trainings/seminars	0.19
		2.4	2 trainings/seminars	0.14
		2.5	1 training/seminar	0.07

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		3. Length of Service with Firm		0.09
		3.1	One (1) year or more with the firm	0.09
		3.2	Less than one (1) year with firm	0.05
		B) Suitability for the Services (60%)		1.80
		1) Combined experience in Geotechnical Eng'g. Design and/or Construction Supervision and/or Project Management		1.08
		1.1	More than 14 years	1.08
		1.2	More than 12 up to 14 years	0.97
		1.3	12 years	0.76
		1.4	Below 12 years	0.00
		2) Experience in similar position in Seaport Projects		0.72
		2.1	More than 10 years	0.72
		2.2	More than 8 up to 10 years	0.65
		2.3	8 years	0.50
		2.4	Below 8 years	0.00
		C) Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.30
		1) Experience in the Philippines or other Southeast Asian countries		0.18
		1.1	With experience	0.18
		1.2	Without experience	0.00
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.12
		2.1	Good	0.12
		2.2	Fair	0.08
		2.3	Poor	0.00
6		Structural Engineer (S.G.)		4.00
		A) General Qualifications (30%)		1.20
		1. Education on related field		0.72
		1.1	Licensed Engineer with Bachelors Degree in Engineering	0.72
		1.2	Bachelor's Degree in Engineering	0.36
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.36
		2.1	5 trainings/seminars or more	0.36
		2.2	4 trainings/seminars	0.32
		2.3	3 trainings/seminars	0.25
		2.4	2 trainings/seminars	0.18
		2.5	1 training/seminar	0.09
		3. Length of Service with Firm		0.12
		3.1	One (1) year or more with the firm	0.12
		3.2	Less than one (1) year with firm	0.06

	B) Suitability for the Services (60%)		2.40
	1) Combined experience in Structural Eng'g. Design and/or Construction Supervision and/or Project Management		1.44
	1.1	More than 14 years	1.44
	1.2	More than 12 up to 14 years	1.30
	1.3	12 years	1.01
	1.4	Below 12 years	0.00
	2) Experience in similar position in Seaport Projects		0.96
	2.1	More than 10 years	0.96
	2.2	More than 8 up to 10 years	0.86
	2.3	8 years	0.67
	2.4	Below 8 years	0.00
	C) Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.40
	1) Experience in the Philippines or other Southeast Asian countries		0.24
	1.1	With experience	0.24
	1.2	Without experience	0.00
	2) Proficiency with the English language (Speaking, Reading and Writing)		0.16
	2.1	Good	0.16
	2.2	Fair	0.11
	2.3	Poor	0.00
7	Structural Engineer (S.G.)		4.00
	A) General Qualifications (30%)		1.20
	1. Education on related field		0.72
	1.1	Licensed Engineer with Bachelors Degree in Engineering	0.72
	1.2	Bachelor's Degree in Engineering	0.36
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.36
	2.1	5 trainings/seminars or more	0.36
	2.2	4 trainings/seminars	0.32
	2.3	3 trainings/seminars	0.25
	2.4	2 trainings/seminars	0.18
	2.5	1 training/seminar	0.09
	3. Length of Service with Firm		0.12
	3.1	One (1) year or more with the firm	0.12
	3.2	Less than one (1) year with firm	0.06
	B) Suitability for the Services (60%)		2.40
	1) Combined experience in Structural Eng'g. Design and/or Construction Supervision and/or Project Management		1.44
	1.1	More than 14 years	1.44
	1.2	More than 12 up to 14 years	1.30
	1.3	12 years	1.01
	1.4	Below 12 years	0.00

		2) Experience in similar position in Seaport Projects		0.96
		2.1	More than 10 years	0.96
		2.2	More than 8 up to 10 years	0.86
		2.3	8 years	0.67
		2.4	Below 8 years	0.00
	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.40
		1) Experience in the Philippines or other Southeast Asian countries		0.24
		1.1	With experience	0.24
		1.2	Without experience	0.00
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.16
		2.1	Good	0.16
		2.2	Fair	0.11
		2.3	Poor	0.00
8		Chief Architect (S.G.)		3.00
	A)	General Qualifications (30%)		0.90
		1. Education on related field		0.54
		1.1	Professional Architect with Bachelors Degree	0.54
		1.2	Bachelors Degree	0.38
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.27
		2.1	5 trainings/seminars or more	0.27
		2.2	4 trainings/seminars	0.24
		2.3	3 trainings/seminars	0.19
		2.4	2 trainings/seminars	0.14
		2.5	1 training/seminar	0.07
		3. Length of Service with Firm		0.09
		3.1	One (1) year or more with the firm	0.09
		3.2	Less than one (1) year with firm	0.05
	B)	Suitability for the Services (60%)		1.80
		1) Combined experience in Seaport Architectural and Building Design and/or Construction Supervision and/or Project Management		1.08
		1.1	More than 14 years	1.08
		1.2	More than 12 up to 14 years	0.97
		1.3	12 years	0.76
		1.4	Below 12 years	0.00
		2) Experience in similar position in Seaport Projects		0.72
		2.1	More than 10 years	0.72
		2.2	More than 8 up to 10 years	0.65
		2.3	8 years	0.50
		2.4	Below 8 years	0.00

	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.30
		1) Experience in the Philippines or other Southeast Asian countries		0.18
		1.1	With experience	0.18
		1.2	Without experience	0.00
		2) Proficiency with the English language (Speaking, Reading and Writing)		0.12
		2.1	Good	0.12
		2.2	Fair	0.08
		2.3	Poor	0.00
	9	Electrical Engineer (S.G.)		2.00
	A)	General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Engineer with Bachelors Degree in Engineering	0.36
		1.2	Bachelor's Degree in Engineering	0.25
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03
	B)	Suitability for the Services (60%)		1.20
		1) Combined experience in Electrical Eng'g. Design and/or Construction Supervision and/or Project Management of electrical system		0.72
		1.1	More than 14 years	0.72
		1.2	More than 12 up to 14 years	0.65
		1.3	12 years	0.50
		1.4	Below 12 years	0.00
		2) Experience in similar position handling seaport-related electrical facilities		0.48
		2.1	More than 6 years	0.48
		2.2	More than 4 up to 6 years	0.43
		2.3	4 years	0.34
		2.4	Below 4 years	0.00
	C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.20
		1) Experience in the Philippines or other Southeast Asian countries		0.12
		1.1	With experience	0.12
		1.2	Without experience	0.00

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	2) Proficiency with the English language (Speaking, Reading and Writing)		0.08
	2.1	Good	0.08
	2.2	Fair	0.06
	2.3	Poor	0.00
10	Professional Procurement Specialist (P.E.)		1.50
A)	General Qualifications (30%)		0.45
	1. Education on related field		0.26
	1.1	Licensed engineer or Certified Professional with Bachelors Degree	0.26
	1.2	Bachelors Degree	0.19
	2. Training/Seminar in Procurement		0.14
	2.1	5 trainings/seminars or more	0.14
	2.2	4 trainings/seminars	0.12
	2.3	3 trainings/seminars	0.09
	2.4	2 trainings/seminars	0.07
	2.5	1 training/seminar	0.03
	3. Length of Service with Firm		0.05
	3.1	One (1) year or more with the firm	0.05
	3.2	Less than one (1) year with firm	0.02
B)	Suitability for the Services (50%)		0.90
	1) Experience in the conduct of procurement for Foreign Funded Projects		
	1.1	More than 14 years	0.90
	1.2	More than 12 up to 14 years	0.63
	1.3	12 years	0.23
	1.4	Below 12 years	0.00
C)	Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.15
	1) Experience in the Philippines or other Southeast Asian countries		0.09
	1.1	With experience	0.09
	1.2	Without experience	0.00
	2) Proficiency with the English language (Speaking, Reading and Writing)		0.06
	2.1	Good	0.06
	2.2	Fair	0.04
	2.3	Poor	0.00
11	Procurement Specialist (H.G.)		0.50
A)	General Qualifications (30%)		0.15
	1. Education on related field		0.08
	1.1	Licensed Engineer or Certified Professional with Bachelors Degree	0.08
	1.2	Bachelors Degree	0.06

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	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.05
	2.1	5 trainings/seminars or more	0.05
	2.2	4 trainings/seminars	0.04
	2.3	3 trainings/seminars	0.03
	2.4	2 trainings/seminars	0.02
	2.5	1 training/seminar	0.01
	3. Length of Service with Firm		0.02
	3.1	One (1) year or more with the firm	0.02
	3.2	Less than one (1) year with firm	0.01
	B) Suitability for the Services (60%)		0.30
	1) Experience in the conduct of procurement for Foreign Funded Projects		
	1.1	More than 10 years	0.30
	1.2	More than 8 up to 10 years	0.21
	1.3	8 years	0.08
	1.4	Below 8 years	0.00
	C) Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.05
	1) Experience in the Philippines or other Southeast Asian countries		0.03
	1.1	With experience	0.03
	1.2	Without experience	0.00
	2) Proficiency with the English language (Speaking, Reading and Writing)		0.02
	2.1	Good	0.02
	2.2	Fair	0.01
	2.3	Poor	0.00
12	Procurement Specialist (H.G.)		0.50
	A) General Qualifications (30%)		0.15
	1. Education on related field		0.08
	1.1	Licensed Engineer or Certified Professional with Bachelors Degree	0.08
	1.2	Bachelors Degree	0.06
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.05
	2.1	5 trainings/seminars or more	0.05
	2.2	4 trainings/seminars	0.04
	2.3	3 trainings/seminars	0.03
	2.4	2 trainings/seminars	0.02
	2.5	1 training/seminar	0.01
	3. Length of Service with Firm		0.02
	3.1	One (1) year or more with the firm	0.02
	3.2	Less than one (1) year with firm	0.01

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	B) Suitability for the Services (60%)		0.30
	1) Experience in the conduct of procurement for Foreign Funded Projects		
	1.1 More than 10 years		0.30
	1.2 More than 8 up to 10 years		0.27
	1.3 8 years		0.21
	1.4 Below 8 years		0.00
	C) Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.05
	1) Experience in the Philippines or other Southeast Asian countries		0.03
	1.1 With experience		0.03
	1.2 Without experience		0.00
	2) Proficiency with the English language (Speaking, Reading and Writing)		0.02
	2.1 Good		0.02
	2.2 Fair		0.01
	2.3 Poor		0.00
13	Procurement Specialist (H.G.)		0.50
	A) General Qualifications (30%)		0.15
	1. Education on related field		0.08
	1.1 Licensed Engineer or Certified Professional with Bachelors Degree		0.08
	1.2 Bachelors Degree		0.06
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.05
	2.1 5 trainings/seminars or more		0.05
	2.2 4 trainings/seminars		0.04
	2.3 3 trainings/seminars		0.03
	2.4 2 trainings/seminars		0.02
	2.5 1 training/seminar		0.01
	3. Length of Service with Firm		0.02
	3.1 One (1) year or more with the firm		0.02
	3.2 Less than one (1) year with firm		0.01
	B) Suitability for the Services (60%)		0.30
	1) Experience in the conduct of procurement for Foreign Funded Projects		
	1.1 More than 10 years		0.30
	1.2 More than 8 up to 10 years		0.27
	1.3 8 years		0.21
	1.4 Below 8 years		0.00
	C) Experience in the Philippines or other Southeast Asian countries and proficiency with the English language (10%)		0.05
	1) Experience in the Philippines or other Southeast Asian countries		0.03
	1.1 With experience		0.03
	1.2 Without experience		0.00

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	2) Proficiency with the English language (Speaking, Reading and Writing)		0.02
	2.1	Good	0.02
	2.2	Fair	0.01
	2.3	Poor	0.00
	Local Experts		20.00
1	Senior Harbour Engineer 1		3.00
	A) General Qualifications (30%)		0.90
	1. Education on related field		0.54
	1.1	Licensed Engineer with Bachelors Degree in Engineering	0.54
	1.2	Bachelor's Degree in Engineering	0.38
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.27
	2.1	5 trainings/seminars or more	0.27
	2.2	4 trainings/seminars	0.24
	2.3	3 trainings/seminars	0.19
	2.4	2 trainings/seminars	0.14
	2.5	1 training/seminar	0.07
	3. Length of Service with Firm		0.09
	3.1	One (1) year or more with the firm	0.09
	3.2	Less than one (1) year with firm	0.05
	B) Suitability for the Services (60%)		1.80
	1) Combined experience in Seaport Eng'g, Design and/or Construction Supervision and/or Project Management		1.08
	1.1	More than 10 years	1.08
	1.2	More than 8 up to 10 years	0.97
	1.3	8 years	0.76
	1.4	Below 8 years	0.00
	2) Experience in similar position in Seaport Projects		0.72
	2.1	More than 6 years	0.72
	2.2	More than 4 up to 6 years	0.65
	2.3	4 years	0.50
	2.4	Below 4 years	0.00
	C) Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.30
	1	Good	0.30
	2	Fair	0.21
	3	Poor	0.08
2	Senior Harbour Engineer 1		3.00
	A) General Qualifications (30%)		0.90
	1. Education on related field		0.54
	1.1	Licensed Engineer with Bachelors Degree in Engineering	0.54
	1.2	Bachelor's Degree in Engineering	0.38

		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.27
		2.1	5 trainings/seminars or more	0.27
		2.2	4 trainings/seminars	0.24
		2.3	3 trainings/seminars	0.19
		2.4	2 trainings/seminars	0.14
		2.5	1 training/seminar	0.07
		3. Length of Service with Firm		0.09
		3.1	One (1) year or more with the firm	0.09
		3.2	Less than one (1) year with firm	0.05
	B)	Suitability for the Services (60%)		1.80
		1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		1.08
		1.1	More than 10 years	1.08
		1.2	More than 8 up to 10 years	0.97
		1.3	8 years	0.76
		1.4	Below 8 years	0.00
		2) Experience in similar position in Seaport Projects		0.72
		2.1	More than 6 years	0.72
		2.2	More than 4 up to 6 years	0.65
		2.3	4 years	0.50
		2.4	Below 4 years	0.00
	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.30
		1	Good	0.30
		2	Fair	0.21
		3	Poor	0.08
3		Harbour Engineer/2		2.00
	A)	General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Engineer with Bachelors Degree in Engineering	0.36
		1.2	Bachelor's Degree in Engineering	0.25
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03

	B)	Suitability for the Services (60%)		1.20
		1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		0.72
		1.1	More than 8 years	0.72
		1.2	More than 6 up to 8 years	0.65
		1.3	6 years	0.50
		1.4	Below 6 years	0.00
		2) Experience in similar position in Seaport Projects		0.48
		2.1	More than 5 years	0.48
		2.2	More than 3 up to 5 years	0.43
		2.3	3 years	0.34
		2.4	Below 3 years	0.00
	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.20
		1	Good	0.20
		2	Fair	0.14
		3	Poor	0.05
4		Harbour Engineer 2		2.00
	A)	General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Engineer with Bachelors Degree in Engineering	0.36
		1.2	Bachelor's Degree in Engineering	0.25
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03
	B)	Suitability for the Services (60%)		1.20
		1) Combined experience in Seaport Eng'g. Design and/or Construction Supervision and/or Project Management		0.72
		1.1	More than 8 years	0.72
		1.2	More than 6 up to 8 years	0.65
		1.3	6 years	0.50
		1.4	Below 6 years	0.00
		2) Experience in similar position in Seaport Projects		0.48
		2.1	More than 5 years	0.48
		2.2	More than 3 up to 5 years	0.43
		2.3	3 years	0.34
		2.4	Below 3 years	0.00

	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.20
		1	Good	0.20
		2	Fair	0.14
		3	Poor	0.05
5		Geotechnical Engineer		2.00
	A)	General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Civil Engineer with Master's Degree	0.36
		1.2	Licensed Civil Engineer with Bachelor's Degree	0.25
		2. Training/Seminar in Seaport and/or related field including planning and project management/Implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03
	B)	Suitability for the Services (60%)		1.20
		1) Combined experience in Geotechnical Eng'g, Design and/or Construction Supervision and/or Project Management		0.72
		1.1	More than 12 years	0.72
		1.2	More than 10 up to 12 years	0.65
		1.3	10 years	0.50
		1.4	Below 10 years	0.00
		2) Experience in similar position in Seaport Projects		0.48
		2.1	More than 8 years	0.48
		2.2	More than 6 up to 8 years	0.43
		2.3	6 years	0.34
		2.4	Below 6 years	0.00
	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.20
		1	Good	0.20
		2	Fair	0.14
		3	Poor	0.05
6		Structural Engineer		2.00
	A)	General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Structural or Civil Engineer with Master's Degree	0.36
		1.2	Licensed Structural or Civil Engineer with Bachelor's Degree	0.25

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		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03
		B) Suitability for the Services (60%)		1.20
		1) Combined experience in Structural Eng'g, Design and/or Construction Supervision and/or Project Management		0.72
		1.1	More than 12 years	0.72
		1.2	More than 10 up to 12 years	0.65
		1.3	10 years	0.50
		1.4	Below 10 years	0.00
		2) Experience in similar position in Seaport Projects		0.48
		2.1	More than 8 years	0.48
		2.2	more than 6 up to 8 years	0.43
		2.3	6 years	0.34
		2.4	Below 6 years	0.00
		C) Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.20
		1	Good	0.20
		2	Fair	0.14
		3	Poor	0.05
7	Structural Engineer			2.00
		A) General Qualifications (30%)		0.60
		1. Education on related field		0.36
		1.1	Licensed Structural or Civil Engineer with Master's Degree	0.36
		1.2	Licensed Structural or Civil Engineer with Bachelor's Degree	0.25
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.18
		2.1	5 trainings/seminars or more	0.18
		2.2	4 trainings/seminars	0.16
		2.3	3 trainings/seminars	0.13
		2.4	2 trainings/seminars	0.09
		2.5	1 training/seminar	0.05
		3. Length of Service with Firm		0.06
		3.1	One (1) year or more with the firm	0.06
		3.2	Less than one (1) year with firm	0.03
		B) Suitability for the Services (60%)		1.20

	1) Combined experience in Structural Eng'g. Design and/or Construction Supervision and/or Project Management		0.72
	1.1	More than 12 years	0.72
	1.2	More than 10 up to 12 years	0.65
	1.3	10 years	0.50
	1.4	Below 10 years	0.00
	2) Experience in similar position in Seaport Projects		0.48
	2.1	More than 8 years	0.48
	2.2	More than 6 up to 8 years	0.43
	2.3	6 years	0.34
	2.4	Below 6 years	0.00
	C) Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.20
	1	Good	0.20
	2	Fair	0.14
	3	Poor	0.05
8	Architect		1.00
	A) General Qualifications (30%)		0.30
	1. Education on related field		0.18
	1.1	Licensed Architect with Master's Degree	0.18
	1.2	Licensed Architect with Bachelor's Degree	0.13
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.09
	2.1	5 trainings/seminars or more	0.09
	2.2	4 trainings/seminars	0.08
	2.3	3 trainings/seminars	0.06
	2.4	2 trainings/seminars	0.05
	2.5	1 training/seminar	0.02
	3. Length of Service with Firm		0.03
	3.1	One (1) year or more with the firm	0.03
	3.2	Less than one (1) year with firm	0.02
	B) Suitability for the Services (60%)		0.60
	1) Combined experience in Seaport Architectural and Building Design and/or Construction Supervision and/or Project Management		
	1.1	More than 12 years	0.60
	1.2	More than 10 up to 12 years	0.54
	1.3	10 years	0.42
	1.4	Below 10 years	0.00
	C) Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.10
	1	Good	0.10
	2	Fair	0.07
	3	Poor	0.03

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9	Electrical Engineer		1.00
	A) General Qualifications (30%)		0.30
	1. Education on related field		0.18
	1.1 Licensed Electrical Engineer with Master's Degree	0.18	
	1.2 Licensed Electrical Engineer with Bachelor's Degree	0.13	
	2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.09
	2.1 5 trainings/seminars or more	0.09	
	2.2 4 trainings/seminars	0.08	
	2.3 3 trainings/seminars	0.06	
	2.4 2 trainings/seminars	0.05	
	2.5 1 training/seminar	0.02	
	3. Length of Service with Firm		0.03
	3.1 One (1) year or more with the firm	0.03	
	3.2 Less than one (1) year with firm	0.02	
	B) Suitability for the Services (60%)		0.60
	Combined experience in Electrical Eng'g, Design and/or Construction Supervision and/or Project Management of electrical system		
	1.1 More than 12 years	0.60	
	1.2 More than 10 up to 12 years	0.54	
	1.3 10 years	0.42	
	1.4 Below 10 years	0.00	
	C) Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.10
	1 Good	0.10	
	2 Fair	0.07	
	3 Poor	0.03	
10	Document Specialist		1.00
	A) General Qualifications (30%)		0.30
	1. Education on related field		0.18
	1.1 Licensed Engineer with Master's Degree	0.18	
	1.2 Licensed Engineer with Bachelor's Degree	0.13	
	2. Training/Seminar in documentation, contract administration, and/or quantity surveying		0.09
	2.1 5 trainings/seminars or more	0.09	
	2.2 4 trainings/seminars	0.08	
	2.3 3 trainings/seminars	0.06	
	2.4 2 trainings/seminars	0.05	
	2.5 1 training/seminar	0.02	
	3. Length of Service with Firm		0.03
	3.1 One (1) year or more with the firm	0.03	
	3.2 Less than one (1) year with firm	0.015	

	B)	Suitability for the Services (60%)		0.60
		1) Combined experience in documentation, contract administration, and/or quantity surveying		0.36
		1.1	More than 12 years	0.36
		1.2	More than 10 up to 12 years	0.32
		1.3	10 years	0.25
		1.4	Below 10 years	0.00
		2) Experience in similar position in quantity surveying and/or contract administration under the guidelines of EDCF and/or Multilateral Development Banks.		0.24
		2.1	More than 6 years	0.24
		2.2	More than 4 up to 6 years	0.22
		2.3	4 years	0.17
		2.4	Below 4 years	0.00
	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.10
		1	Good	0.10
		2	Fair	0.07
		3	Poor	0.03
1.		Procurement Specialist 1		1.00
	A)	General Qualifications (30%)		0.30
		1. Education on related field		0.18
		1.1	Master's Degree	0.18
		1.2	Bachelor's Degree	0.13
		2. Training/Seminar in Seaport and/or related field including planning and project management/implementation		0.09
		2.1	5 trainings/seminars or more	0.09
		2.2	4 trainings/seminars	0.08
		2.3	3 trainings/seminars	0.06
		2.4	2 trainings/seminars	0.05
		2.5	1 training/seminar	0.02
		3. Length of Service with Firm		0.03
		3.1	One (1) year or more with the firm	0.03
		3.2	Less than one (1) year with firm	0.02
	B)	Suitability for the Services (60%)		0.60
		1) Experience in the conduct of procurement for Foreign Funded Projects		0.36
		1.1	More than 7 years	0.36
		1.2	More than 5 up to 7 years	0.32
		1.3	5 years	0.25
		1.4	Below 5 years	0.00
		2) Experience in the conduct of procurement under RA 9184		0.24
		2.1	More than 6 years	0.24
		2.2	More than 4 up to 6 years	0.19
		2.3	4 years	0.17
		2.4	Below 4 years	0.00

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	C)	Proficiency with the English language (Speaking, Reading and Writing) (10%)		0.10
		1	Good	0.10
		2	Fair	0.07
		2	Poor	0.03

NOTE:

- Any Bachelor's Degree in major related field will also be acceptable.
- Related field in the criteria for Personnel that states " Training/Seminar in Seaport and/or related field (including planning and project management/implementation)" includes training/seminar on construction supervision, management or design of any infrastructure projects.
- Reference point for calculating the length of services with the firm shall be the bid advertisement date
- Conceptual and/or Detailed Design will be considered as Engineering Design.
- Seaport project shall include port construction, establishing breakwaters or oil tanker berth construction, seawall and wharf.
- Experience in similar position in Seaport Projects refers to experience in the same position assigned
- Experience in the criteria for "Experience in the Philippines or other Southeast Asian countries:" includes conceptual plan, engineering design and construction supervision.
- English proficiency of Personnel will be rated based on the submitted Curriculum Vitae.
- Seaport-related electrical facilities includes lightings, distribution lines, and generator and motor sets.
- Foreign Funded Projects refers to projects supported by JICA, ADB, World Bank, and EDCF
- For Local Experts, Licensed Engineer refers to all profession of Engineers of the Philippines that are accredited with the Professional Regulation Commission (PRC) of the Philippines
- For Professional Procurement Specialist, Certified Professional refers to person/s with the minimum of 12 years of experience as procurement Specialist regardless of educational attainment
- For Procurement Specialist(Foreign), Certified Professional refers to person/s with the minimum of 8 years of experience as procurement Specialist regardless of educational attainment

CRITERIA		Qualifying Mark
(iv)	Proposal for the transfer of knowledge (training) program	5.00

a)	Relevance of training program	2.00
b)	Training approach and methodology	1.00
c)	Qualifications of Experts and trainers	2.00

APPENDIX H- TIE BREAKING AGREEMENT

TIE-BREAKING AGREEMENT

We, Authorized Representative and Authorized Representative are the authorized representatives of Consulting Firm 1 and Consulting Firm 2, respectively.

Our respective companies submitted bid proposal for the **Selection of Consultants for New Cebu International Container Port Project (NCICPP) for the Department of Transportation (DOTr)**.

Both our companies were declared the **Highest Rated Bid**.

After the post-qualification of our respective bid proposal, both our companies were found to be complying.

In accordance with the policy enunciated under Government Procurement Policy Board Circular No. 06-2005 date 05 August 2005, we agreed to resolve the "tie" between our companies using the non-discretionary and non-discriminatory method of "toss coin" wherein the bidder with the most correct calls out of seven (7) tosses will be considered the winning bidder.

Based on the aforementioned method, _____ won and, as such, shall be deemed as the bidder with the Lowest Calculated and Responsive Bid.

Done this ___ day of _____.

Representative of Consulting Firm 1

Representative of Consulting Firm 2

WITNESS

WITNESS

Noted by:

Provisional Member

Ad-Hoc Member, PS

Regular Member

Vice-Chairperson

Chairperson

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APPENDIX 11
GPPB CIRCULAR 06-2005
TIE-BREAKING METHOD

1.0 Purpose

This Circular⁸⁵ is issued to advise government agencies on how to resolve cases where an occurrence of a tie among bidders takes place, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), for the procurement of goods and infrastructure projects, or the Highest Rated and Responsive Bidder (HRRB) for the procurement of consulting services.

2.0 Coverage

All Departments, Bureaus, Offices and Agencies of the National Government, Government-Owned or Controlled Corporations (GOCCs), State Universities and Colleges (SUCs), and Local Government Units (LGUs).

3.0 Rules and Regulations

- 3.1 In accordance with the considerations advanced/maintained in Policy Matter No. 02-2005, issued by the Government Procurement Policy Board, procuring entities are hereby given guidance on how to resolve cases involving a tie, after post-qualification, among bidders determined and declared as LCRB or HRRB.
- 3.2 Procuring entities are hereby required to identify at the onset of the bidding process, and thereafter include in the bidding documents as instruction or a matter of information to prospective bidders, a ready and clear measure to be used in the event two or more of the bidders have been post-qualified as LCRB or HRRB. In all cases, the measure determined by the procuring entity shall be non-discretionary and non-discriminatory such that the same is based on sheer luck or chance. The procuring entity may use "draw lots" or similar methods of chance.
- 3.3 However, in lieu of the pre-determined criteria set and declared in the bidding documents, the procuring entity may opt to bring the concerned bidders to agree on a better selection criteria which should also be non-discretionary/non-discriminatory and is similarly based on sheer luck or chance.

4.0 For compliance.

⁸⁵ Issued on 05 August 2005.

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