



HEADQUARTERS
3RD INFANTRY SPEARHEAD DIVISION, PA
3ID SPECIAL BIDS AND AWARDS COMMITTEE
Camp General Macario Peralta Jr, Jamindan, Capiz

BIDDING DOCUMENTS

PROCUREMENT OF SERVICES FOR THE SURVEY OF LAND AT CAMP PERALTA

3ID SBAC 01-24

**Fifth Edition
August 2016**

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Preface

These Philippine Bidding Documents (PBDs) for the Procurement of Survey Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GoP or the World Bank or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in

Section II. Eligibility Documents of Part I; and

Section II. Instructions to Bidders (ITB) and

Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in

Section III. Eligibility Data Sheet (EDS) of Part I,

Section III. Bid Data Sheet (BDS), and

(SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Survey Services to be procured. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Survey Services. However, they should be adapted as necessary to the circumstances of the Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids

- (c) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except **Error! Reference source not found.** of Part II since these provide important guidance to Bidders.
- (e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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PART I

Section I. Request for Expression of Interest



HEADQUARTERS
3ID SPECIAL BIDS AND AWARDS COMMITTEE, PA
Camp General Macario Peralta Jr, Jamindan, Capiz

**REQUEST FOR EXPRESSION OF INTEREST FOR THE SURVEY OF LAND
AT CAMP PERALTA**

1. The **Headquarters 3rd Infantry Division, Philippine Army**, through *Sub-Allotment Advice # MOOE 0300-2024-0051* utilized the sum of FORTY-THREE MILLION TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 83/100 PESOS (**PhP43,256,727.83**) being the Approved Budget for the Contract (ABC) to payments under the contract to support the **SURVEY OF LAND AT CAMP PERALTA**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The **Philippine Army** now calls for the submission of eligibility documents to support the *Survey of land at Camp Peralta*. Interested surveyors must submit their eligibility documents on or before **12 May 2024** at **3ID SBAC Tagapanguna Hall, Camp Macario Peralta Jr, Jamindan Capiz**. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion and the short listed bidder/s subject to the approval of the Head of the Procuring Entity (Commanding General, PA).
3. Upon notice, interested shortlisted bidders may obtain further information from **3ID SBAC Secretariat** and inspect the Bidding Documents at the address given below during *Mondays to Fridays, 8:00 AM – 11:00 AM*. The amount for Bidding Document fee is PhP 25,000.00 only.
4. A complete set of Bidding Documents may be acquired by interested shortlisted bidders on or before **21 May 2024** from the address below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
5. The 3ID SBAC shall draw up the list of prospective bidders from those who have submitted Expression of Interest and Eligibility Documents, and have been determined as eligible in accordance with the provisions of RA 9184, otherwise known as the “Government Procurement Reform Act”, and its Revised Implementing Rules and Regulations (IRR). Prospective Bidders with a rating of at least **70 points** will be invited to submit their technical and financial proposals. The criteria for shortlisting of Prospective Bidders shall be evaluated on the following:

Nr	Rating Factor	Points
a)	Experience and Capability of the Survey Firm <ul style="list-style-type: none"> ▪ <i>Completed survey services of size, complexity, and technical specialty, including quality of performance</i> ▪ <i>Known cases of prior performance, including quality of work conforming to obligations and cost of services</i> 	50
b)	Qualification of personnel to be assigned to the project	35
c)	Current workload relative to the capacity	15
	Total	100

The SBAC shall draw up the shortlist of bidders from those who have submitted Expressions of Interest and eligibility documents and have been determined as eligible in accordance with the provisions of RA 9184 and its IRR.

The shortlist of prospective bidders who meet the minimum qualification is based on the following criteria for eligibility and shortlisting:

Criteria for Eligibility and Shortlisting are the following:

A. Applicable Experience (50%)

A.1. Similar projects undertaken and completed – 25%

- a. 1-2 years 15%
- b. 3-4 years 20%
- c. 5 or more years 25%

A.2. Relevant years of experience in similar projects – 25%

- a. Less than 5 years 15%
- b. 5 to 10 years 20%
- c. More than 10 years 25%

B. Qualification of key personnel to be assigned to the project (35%)

- a. 3 or more Geodetic Engineers to implement the project – 15%
- b. 2 Geodetic Engineers to implement the project – 10%
- c. 1 Geodetic Engineers to implement the project – 5%

C. Current Workload relative to capacity (15%)

(Based on Statement of on-going projects, including those awarded but not yet started)

- a. None – 35%
- b. 1 project – 30%
- c. 2 -3 projects – 25%
- d. 4 or more projects – 20%

A Notice of Eligibility and Shortlisting indicating therein the schedule for the submission of Technical and Financial Documents shall be issued.

6. Bidding will be conducted through an open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

7. The Procuring Entity shall evaluate bids using the ***Quality Cost Based Evaluation (QCBE)*** procedure. The weight to be allocated in the **Technical Proposal is 70%** and **Financial Proposal is 30%**. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

QCBE – (GoP) The Survey Contractors achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents, is invited to negotiate a contract.

8. The contract shall be completed **One Hundred Eighty (180) calendar days** from receipt/conformed of the Notice to Proceed.

9. The ***Philippine Army*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

Office of the 3ID Special Bids and Awards Committee
Camp Gen Macario B Peralta Jr., Jamindan, Capiz
LTC JONIEFER G DELA TORRE (CE) PA
Head Secretariat, 3ID SBAC
Contact Nr. +63917-590-0424
email address at afpps103co@gmail.com

BGEN LEONARDO I PEÑA PA
Chairperson, 3ID SBAC

Section II. Eligibility Documents

1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Survey Services:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; or
 - (e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Survey Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **EDS**.
- 1.3. If the Request for Expression of Interest allows participation of foreign Survey Contractor, prospective foreign bidders may be eligible subject to the conditions stated in the **EDS**.
- 1.4. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

Class “A” Documents –

Legal Documents

- (i) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Survey Contractor shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Registration Certificate from SEC. DTI (for sole proprietorship, or CDA (for cooperatives));
- (iii) Mayor’s/Business Permit or equivalent document for EESs;
- (iv) Tax Clearance

Technical Documents

- (v) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS**. The statement shall include, for each contract, the following:
 - (v.1) the name and location of the contract;
 - (v.2) date of award of the contract;
 - (v.3) type and brief description of survey services;
 - (v.4) survey contractors’ role (whether main survey contractor, subcontractor, or partner in a JV)
 - (v.5) amount of contract;
 - (v.6) contract duration; and
 - (v.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract;
- (vi) Statement of the survey contractor specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in

accordance with Clause 1.2, including their respective curriculum vitae.

Class “B” Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the SBAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the SBAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual Survey Contractor (s) and/or other Survey Contractor or entities through a JV or subcontracting arrangements, as appropriate. However, subcontractor may only participate in the bid of one short listed survey contractors. Foreign survey contractors shall seek the participation of Filipino Survey Contractors by entering a JV with, or subcontracting part of the project to, Filipino Survey Contractors.

Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

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

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked “ORIGINAL – ELIGIBILITY DOCUMENTS”. Each copy thereof shall be similarly sealed duly marking the envelopes as “COPY NO. 1 up to COPY NO. 8 - ELIGIBILITY DOCUMENTS”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the prospective bidder in capital letters;
 - (c) be addressed to the SBAC Secretariat as specified in the **EDS**;
 - (d) bear the specific identification of this Project indicated in the **EDS**; and
 - (e) bear a warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4. Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The SBAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

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

Eligibility documents must be received by the SBAC Secretariat at the address and on or before the date and time indicated in the Request for Expression of Interest and the **EDS**.

6. **Late Submission of Eligibility Documents**

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared “Late” and shall not be accepted by the SBAC 3ID, PA. The SBAC shall record in the minutes of submission and opening of eligibility documents, the Bidder’s name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

- 7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as “ELIGIBILITY MODIFICATION” and stamped “received” by the SBAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.
- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.
- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

- 8.1. The SBAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the **EDS**. The prospective bidders’ representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the SBAC Secretariat shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.
- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (a) the name of the prospective bidder;

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

9. Short Listing of Survey Contractors

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The SBAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.
- 9.3. Short listed survey contractors shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the 3ID SBAC.

10. Protest Mechanism

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

Section III. Eligibility Data Sheet

Eligibility Data Sheet

Eligibility Documents	
1.2	To provide services to support the Survey of Land at Camp Peralta
2.1(a)(v)	The statement of all ongoing and completed government and private contracts shall include all such contracts within Five (5) years prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(v.7)	<i>Certificate of Acceptance</i> with proof of satisfactory completion of completed contracts.
4.2	Each Bidder shall submit two sealed envelopes, first (1 st) marked as Eligibility & Technical Components, and the second (2 nd) as Financial Components. In the 1 st sealed envelope are one (1) original and eight (8) duplicate copies of its Eligibility & Technical documents, while the 2 nd sealed envelope is one (1) original and eight (8) duplicate copies of its Financial documents. All submissions (eligibility, technical and financial) are complete and properly tabbed in accordance with the Checklist of Requirements. <u>Each and every page of the eight (8) duplicate copies shall</u> bear the signature (for 1 st duplicate copy) and initial (on the remaining copies) of the authorized representative as identified in the Secretary's Certificate and/or similar legal document. Required documents which are not applicable to the bidder are indicated with N/A or similar term in the respective Tab.
5.0	The address for submission of eligibility documents is at the office of <i>3ID SBAC Conference Room, Camp Macario Peralta Jr, Jamindan, Capiz</i>
8.1	The place of opening of eligibility documents is at <i>3ID SBAC Conference Room, Camp Macario Peralta Jr, Jamindan, Capiz</i> The date and time of opening of eligibility documents is on 04 June 2024 at 1:30 PM.
9.1	Similar contracts shall refer to: Category "A" Cadastral Survey, Subdivision Survey, Boundary Survey, Segregation Survey Relocation Survey and Parcellary Survey Note: The maximum Rating for Survey Contractor with approved category "A" Project should only be 100 pts equivalent to 50%.
9.2	The Criteria and Rating System to be used in the shortlisting of Survey Contractors are as follows:

A. Applicable Experience (50%)

A.1. Similar projects undertaken and completed – 25%

- a. 1-2 years 15%
- b. 3-4 years 20%
- c. 5 or more years 25%

A.2. Relevant years of experience in similar projects – 25%

- a. Less than 5 years 15%
- b. 5 to 10 years 20%
- c. More than 10 years 25%

B. Qualification of key personnel to be assigned to the project (35%)

- a. 3 or more Geodetic Engineers to implement the project – 15%
- b. 2 Geodetic Engineers to implement the project – 10%
- c. 1 Geodetic Engineers to implement the project – 5%

C. Current Workload relative to capacity (15%)

(Based on Statement of on-going projects, including those awarded but not yet started)

- a. None – 35%
- b. 1 project – 30%
- c. 2 -3 projects – 25%
- d. 4 or more projects – 20%

PART II

Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Survey Contractor]

Dear [Addressee]:

1. The **Philippine Army** (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from ASA # **MOOE 0300-2024-00512** (hereinafter called the “Funding Source”) toward the cost of *Services for the Survey of Land of Camp Peralta*. The Procuring Entity intends to apply a portion of the funds in the amount of **FORTY-THREE MILLION TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 83/100 PESOS (Php 43,256,727.83)** to eligible payments under the contract for *Services to Support the Survey of Land at Camp Peralta*, for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide *Services to Support the Survey of Land at Camp Peralta*. More details on the services are provided in the **Terms of Reference (TOR)** for the project.
3. The Survey Contractors shall be selected and employed in accordance with **Quality Cost Based Evaluation (QCBE)** procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short-listed survey contractors:

[Insert list of short listed survey contractors]
5. It is not permissible for you to transfer this invitation to any other survey contractors.
6. The Bidding Documents will be acquired on or before **21 May 2024 at SBAC Secretariat Camp Macario Peralta Jr, Jamindan, Capiz** during *Mondays to Fridays from 8:00 AM – 11:00 AM*. The amount for Bidding Document is PhP 25,000.00 only.
7. The Philippine Army will hold a Pre-Bid Conference on **22 May 2024** at **3ID SBAC, Camp Macario Peralta Jr, Jamindan, Capiz**, which shall be open to all shortlisted bidders. Shortlisted bidders may have the option to attend the Pre-Bid Conference via Video Teleconferencing. Kindly coordinate with SBAC Secretariat for the Meeting ID a day before the scheduled date.

Respectfully Yours,

BGEN LEONARDO I PEÑA PA
Chairperson, 3ID SBAC

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Section II. Instructions to Bidders

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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Survey Contractor”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Survey Contractors are invited to submit bids composed of a technical proposal and a financial proposal for Survey Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Survey Contractor.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Survey Contractors must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Survey Contractors are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in ITB Clause 7.
- 1.6. The Survey Contractors’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Survey Contractors shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive, or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with ITB Clause 3.1.

2. Conflict of Interest

- 2.1. The Funding Source’s policy requires that Survey Contractors provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Survey Contractors shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity.

Without limitation on the generality of this rule, Survey Contractors shall not be hired under the circumstances set forth below:

(a) If a Survey Contractors combines the function of surveys with those of contracting and/or supply of equipment for the same Project;

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

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

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

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

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

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

(d) If the Survey Contractor is a cooperative, to all its officers, directors, and controlling shareholders or members; or

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

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

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

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

- 3.1. The Procuring Entity as well as the Survey Contractor shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (ii) **“Corrupt practice”** means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the

public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (iii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iv) **“Collusive practices”** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (v) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (vi) **“Obstructive practice”** is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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

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

4. Survey Contractor's Responsibilities

- 4.1. The Survey Contractor or its duly authorized representative shall submit a sworn statement in the form prescribed in ITB Clause 10.2(d).
- 4.2. The Survey Contractor is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 8.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
 - (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

- (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules, and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules, and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

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

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

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

- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Survey Contractor out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information

in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

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

5. Origin of Associated Goods

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

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Survey Contractor may subcontract portions of the Survey Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Survey Contractor from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subcontractor must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Survey Services shall be disallowed.
- 6.3. The Survey Contractor may identify the subcontractor to whom a portion of the Survey Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Survey Contractor opts to disclose the name of the subcontractor during bid submission, the Survey Contractor shall include the required documents as part of the technical component of its bid. A subcontractor that is identified by the Survey Contractor during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

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

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted Survey Contractor may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The SBAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

- 8.4. Any Supplemental/Bid Bulletin issued by the SBAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Survey Contractors who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the SBAC. However, Survey Contractor who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

C. Preparation of Bids

9. Language of Bids

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

10. Documents Comprising the Bid: Technical Proposal

- 10.1. While preparing the Technical Proposal, Survey Contractors must give particular attention to the following:
- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
 - (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Survey Contractor.
 - (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
 - (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- 10.2. The Technical Proposal shall contain the following information/documents:
- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).

- (b) Bid security as prescribed in ITB Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.

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

 - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of SURVEY CONTRACTORS on the Terms of Reference AND Services to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Survey Contractor clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Survey Contractor's Staffing Schedule. It shall include a list of facilities requested by the Survey Contractor to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

- (iii) A concise, complete, and logical description of how the Survey Contractor's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
 - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Survey Contractor and any partner and/or subcontractor, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.
 - (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed
 - (vi) Professional **Staff**. Only one duly notarized CV for each survey contractor involved in the Project may be submitted for each position.
 - (vii) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vii.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vii.2) failed to state nationality on the CV; or
 - (vii.3) the CV is not signed in accordance with paragraph (v) above.
 - (viii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
 - (ix) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Survey Contractor's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found., relate to the costs of survey services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.3. Remuneration is divided into billing rate estimates for international and domestic Survey Contractor. Reimbursable Expenditures are divided into per diem rates for international and domestic Survey Contractors and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Survey Contractor shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Survey Contractor, the subcontractors, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

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

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign

currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

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

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Survey Contractor to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. Survey Contractor may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. The Survey Contractor granting the request shall not be required or permitted to modify its bid.

15. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)

<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Survey Contractor after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to ITB Clause 31, and the posting of the performance security pursuant to ITB Clause 32, the Survey Contractor's bid

security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 15.2.

15.5. The bid security may be forfeited:

- (a) if a Survey Contractor:
 - (i) withdraws its bid during the period of bid validity specified in ITB Clause 15.2;
 - (ii) does not accept the correction of errors pursuant to ITB Clause 11.7;
 - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Survey Contractor:
 - (i) fails to sign the contract in accordance with ITB Clause 31;
 - (ii) fails to furnish performance security in accordance with ITB Clause 32; or
 - (iii) any other reason stated in the BDS.

16. Format and Signing of Bids

- 16.1. Survey Contractor shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the ITB Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in ITB Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Survey Contractor shall prepare an original of the first and second envelopes as described in ITB Clauses 10 and 11. In addition, the Survey Contractor shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section _ shall be signed by the duly authorized representative/s of the Survey Contractor. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Survey Contractor.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the BDS, Survey Contractors shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. _ - TECHNICAL PROPOSAL” and “COPY NO. _ – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO._”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 17.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Survey Contractor in capital letters;
 - (c) be addressed to the Procuring Entity's SBAC in accordance with ITB Clause 18.1;
 - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The SBAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

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

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The SBAC shall record in the minutes of Bid submission and opening, the Survey Contractor's name, its representative and the time the late bid was submitted.

20. Modification and Withdrawal of Bids

20.1. The Survey Contractor may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Survey Contractor shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with ITB Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION"

and stamped “received” by the SBAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Survey Contractor unopened.

- 20.2. A Survey Contractor may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3 Bids requested to be withdrawn in accordance with ITB Clause 20.1 shall be returned unopened to the Bidders. A Survey Contractor, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the SBAC before the deadline for submission and receipt of bids. A Survey Contractor that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Survey Contractor on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Survey Contractor’s bid security, pursuant to ITB Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

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

requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the SBAC shall rate the said first bid envelope as “passed”.

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

22. Process to be Confidential

- 22.1 Members of the SBAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Survey Contractor regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Survey Contractor, unless otherwise allowed in the **BDS** or in the case of ITB Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Survey Contractor’s bid.

23. Clarification of Bids

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

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Survey Contractor for each criterion shall not be considered in determining the

average scores of the Survey Contractor, except when the evaluation is conducted in a collegial manner.

- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed Survey Contractors may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Survey Contractor, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the SBAC within two (2) calendar days after receipt of the results of the evaluation from the SBAC.
- 24.4 All participating short-listed Survey Contractor shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25. Evaluation of Technical Proposals

25.1 The SBAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation identified in the Request for Expression of Interest and ITB Clause 1.1.

- 25.2 The SBAC evaluates the Technical Proposals on the basis of their compliance with the requirements under ITB Clause 10 and responsiveness to the TOR using the following criteria:
 - (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - (b) Experience and capability of the Survey Contractor which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the Survey Contractor. The suitability of the Survey Contractor to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other survey contractors; and
 - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

- 25.3 The SBAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the BDS. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the BDS.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the ITB Clause **18**;
 - (b) failure to submit any of the technical requirements provided under this ITB and TOR;
 - (c) the Survey Contractor that submitted a Bid or any of its partner and/or Subcontractor belongs to one of the conflict-of-interest cases as described in ITB Clauses 2.10 to (c) and failed to make a proper statement to that effect in the cover letter; or
 - (d) the Technical Proposal included any cost of the services.

26. Opening and Evaluation of Financial Proposals

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

27. Negotiations

- 27.1 Negotiations with the Survey Contractor that submitted the Highest Rated Bid shall be held at the address indicated in the BDS. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
- (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Survey Contractor;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
 - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;

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

(f) Provisions of the contract.

- 27.3 Having selected the Survey Contractor on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Survey Contractor may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Survey Contractor to improve the TOR. The Procuring Entity and Survey Contractor shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Survey Contractor can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Survey Contractor's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Survey Contractor shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Survey Contractors whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Survey Contractor until the negotiation is successfully completed.

28. Post Qualification

- 28.1 The SBAC shall determine to its satisfaction whether the Survey Contractor that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and ITB Clauses 10 and 11.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Survey Contractor of the notice from the SBAC that it submitted the Highest Rated Bid, the Survey Contractor shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.3 The determination shall be based upon an examination of the documentary evidence of the Survey Contractor's qualifications submitted pursuant to ITB Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4 If the SBAC determines that the Survey Contractor with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Survey Contractor with the HRRB, and recommend to the HoPE the award of contract to the said Survey Contractor at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Survey Contractor's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Survey Contractor's capabilities to perform satisfactorily. If the second Survey Contractor, however, fails the post qualification, the procedure for post qualification shall be repeated for the Survey Contractor with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the SBAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the SBAC and the Survey Contractor in writing of such decision and the grounds for it. When applicable, the SBAC shall conduct negotiations, and if

successful, post-qualification of the Survey Contractor with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Survey Contractor, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Survey Contractor, or that there has been a change in the Survey Contractor's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Survey Contractor which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Survey Contractor as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the SBAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's SBAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;

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

F. Award of Contract

30. Contract Award

- 30.1 Subject to ITB Clause **0**, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Survey Contractor in writing that its bid has been accepted, through a Notice of Award duly received by the Survey Contractor or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Survey Contractor with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign survey contractor; and/or
 - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
 - (b) Posting of the performance security in accordance with ITB Clause 32;
 - (c) Signing of the contract as provided in ITB Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
 - (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (4) Performance Security;
 - (5) Notice of Award of Contract; and
 - (6) Other contract documents that may be required by existing laws and/or specified in the BDS.

32. Performance Security

- 32.1 Unless otherwise provided in the BDS, to guarantee the faithful performance by the winning Survey Contractor of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
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<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3 Failure of the successful Survey Contractor to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However, if no Survey Contractor had a successful negotiation or passed post-qualification, the SBAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

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

34. Protest Mechanism

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is the <i>Philippine Army</i>. The evaluation procedure is <i>Quality Cost Based Evaluation (QCBE)</i></p> <p><i>The Survey Contractor achieving the highest Technical Score has its Financial Proposal opened and provided that it is within the ABC or cost estimate, which is disclosed in the Bidding Documents is invited to negotiate a contract.</i></p>
1.2	<p>The Funding Source is: The Government of the Philippines (GoP) through ASA# MOOE 0300-2024-0051 valid until 31 December 2024</p> <p>The name of the project is Procurement of Services for the Survey Land at Camp Peralta</p>
1.3	<p>Survey Contractors are invited to submit bids composed of technical proposal and financial proposal for the Procurement of Services for the Survey Land at Camp Peralta.</p>
1.4	<p>The Project shall not be phased.</p>
6.1	<p>The Survey Contractor may subcontract portions of the survey works to an extent as may be approved by the Procuring Entity. A maximum of twenty percent (20%) of the survey works may be subcontracted by the Survey Contractor.</p>
7.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on 22 May 2024 at SBAC Conference Room, Tagapanguna Hall, Camp Peralta Jr, Jamindan, Capiz</p>
8.1	<p>The Procuring Entity's address is:</p> <p>Office of the Commanding General, Philippine Army Fort Andres Bonifacio, Taguig City</p>
10.1 (b)	<p>The estimated minimum number of professional staff required for the Project is seventeen (17).</p>
10.1(c)	<p>The minimum required experience of the proposed professional staff to be validated in the submitted Resume, as follows:</p> <p>Project Manager must at least ten (10) years of experience in similar field of work.</p> <p>Project Geodetic Engineers must have at least three (3) years of experience in a similar field of work.</p>
11.5	<p>Tax Return and taxes paid through the BIR Electronic Filing and Payment System (EFPS) for CY 2022 or 2023.</p>

11.7	The ABC is FORTY-THREE MILLION TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 83/100 PESOS (Php43,256,727.83) Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Peso.
14.1	Bids will be valid for One Hundred Twenty (120) Calendar Days after bid opening.
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than EIGHT HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR PESOS AND 56/100 (PHP 865,134.56) , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than TWO MILLION ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-SIX PESOS AND 39/100 (PHP 2,162,836.39) , if bid security is in Surety Bond.
15.2	The bid security shall be valid for One Hundred Twenty (120) Calendar Days after bid opening.
17.3	Each Bidder shall submit two sealed envelopes, first (1 st) marked as Eligibility & Technical Components, and the second (2 nd) as Financial Components. In the 1 st sealed envelope are one (1) original and eight (8) duplicate copies of its Eligibility & Technical documents, while the 2 nd sealed envelope are one (1) original and eight (8) duplicate copies of its Financial documents. All submissions (eligibility, technical and financial) are complete and properly tabbed in accordance with Section IX (Checklist of Requirements). <u>Each and every page of the original copies will</u> bear the signature of the authorized representative and initial/signature on the remaining duplicate copies. The authorized representative is the person identified in the Secretary's Certificate and/or similar legal document. Required documents which are not applicable to the bidder are indicated with N/A or similar term in the respective Tab.
18	The address for submission of bids is at Office of the 3ID Special Bids and Awards Committee Camp Gen Macario B Peralta Jr., Jamindan, Capiz LTC JONIEFER G DELA TORRE (CE) PA Head Secretariat, 3ID SBAC Contact Nr. +63917-590-0424 email address at afpps103co@gmail.com The deadline for submission of bids is on 04 June 2024 at 1:30 PM
21.2	The address for opening of bids is at Tagapanguna Hall, Camp Gen Macario B Peralta Jr., Jamindan, Capiz.

	The date and time for opening of bids is on 04 June 2024 at 1:30 PM		
25.3	The numerical weight and the minimum required Technical Score (St) for each criterion are as follows:		
	Nr	Rating Factor	Points
	a)	Experience and Capability of the Survey Firm <ul style="list-style-type: none"> ▪ <i>Completed survey services of size, complexity, and technical specialty, including quality of performance</i> ▪ <i>Known cases of prior performance, including quality of work conforming to obligations and cost of services</i> 	50
	b)	Qualification of personnel to be assigned to the project	35
	c)	Current workload relative to the capacity	15
		Total	100
	Prospective Bidders with a rating of at least 70 points will be invited to submit their Technical and Financial proposals. Failure to meet any of the requirements be rated zero (0).		
26.2	<p>The Evaluation Procedure is Quality Cost Based Evaluation (QCBE):</p> <p>Only prospective bidders whose eligibility documents/submissions have been declared as “passed” during the shortlisting shall be considered for bid evaluation wherein the technical and financial proposals shall be given corresponding weights of 70% and 30% respectively, to determine the Highest-Rated Bid (HRB) based on the following criteria and ratings for technical and financial proposals:</p> <p style="text-align: center;">The following steps are followed under the QCBE procedure:</p> <ol style="list-style-type: none"> 1. The BAC evaluates the Technical Proposals of all short-listed bidders that submitted bids. 2. The BAC ranks all the Technical Proposals, noting those that have earned ratings above the minimum requirement and those that have not. 3. The BAC sends a formal letter to all bidders whose Technical Proposals earned ratings below the minimum required rating, informing them of their failure to qualify and returning to them their financial proposals unopened. 4. The BAC sends a formal letter to all bidders whose technical proposals earned at least the minimum required rating, informing them thereof and of the date, time, and venue of the opening of the Financial Proposals. 		

5. On the day, time, and venue set, the BAC opens the Financial Proposals of the qualified bidders in public and records the proposed contract amount of each qualified bidder. If the proposed contract amount exceeds the ABC, the bidder shall be disqualified.

6. The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$Sf = 100 \times FI/F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,
 FI is the lowest Financial Proposal, and
 F is the Financial Proposal under consideration.

Firm	Cost of Financial Proposal	Financial Score
A	Php 1,100,000	1,000,000/ 1,100,000 = 90.9
B	Php 1,000,000	1,000,000/ 1,000,000 = 100
C	Php 1,500,000	1,000,000/ 1,500,000 = 66.7

7. The BAC gives corresponding weights to the Financial and Technical Proposals of the qualified bidders; the weights having been determined in the pre-bid conference and indicated in the BDS. The Financial Proposal may be given a weight up to a maximum of thirty percent (30%) and the Technical Proposal may be given a weight up to a maximum of seventy percent (70%).

8. Using the formula $S = St \times T\% + Sf \times F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:

T _____ [0.7]; and

F _____ [0.3];

provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.

Example:

Firm	Technical Proposal				Financial Proposal				Total Score
	Ave. Score		Weight	Weighted Score	Score		Weight	Weighted Score	
A	86		0.7	= 60.2	90.9	x	0.3	= 27.3	87.5
B	84.2	x	0.7	= 58.8	100	x	0.3	= 30	88.9
C	85	x	0.7	= 59.5	66.7	x	0.3	= 20	79.5

	<p>9. The BAC ranks the bidders in descending order, with the bidder obtaining the highest total score being declared as the bidder with HRB.</p> <p>10. Through a Resolution, the BAC submits the results of its evaluation to the HoPE, identifying the bidder with the HRB, and recommending that the BAC be authorized to negotiate with this bidder.</p> <p>11. The HoPE approves or disapproves the recommendation of the BAC.</p> <p>12. If the HoPE disapproves the recommendation, he shall state the reason(s) thereof and instruct the BAC on the subsequent step to be taken. If the HoPE approves the recommendations, the BAC furnishes all participating shortlisted bidders with the result of its evaluation (ranking and total scores only). The result shall be posted in the PhilGEPS and the website of the Procuring Entity, whenever available, for a period of not less than 7 calendar days (2016 IRR Section 33.2.4).</p> <p>13. Within three (3) calendar days of the approval of its recommendations, the BAC invites the bidder with the HRB for contract negotiations, except for a financial proposal. In its letter of notification, the BAC shall inform the bidder of the issues in the technical proposal the BAC may wish to be clarified during negotiations.</p>
27.1	<p>The address for negotiation is:</p> <p>Tagapanguna Hall, Camp Macario Peralta Jr, Jamindan, Capiz</p>
27.2(e)	<p>Negotiation pertaining to the Financial Proposal shall be undertaken without exceeding the ABC.</p>
28.2	<p>List of licenses and permits relevant to the Project and the corresponding law requiring it.</p> <p>a) Professional Tax Receipt (PTR) for the last three (3) years; b) Updated PRC License; All requirements and representations shall be subject to post qualification.</p>
32.1	<p>Within ten (10) calendar days from receipt of the Notice of Award, the winning bidder shall post and furnish the Philippine Army through the 103rd Contracting Office, AFPPS, situated in Camp Gen. Macario B. Peralta, Jr., Brgy Jaena Norte, Jamindan, Capiz, a Performance Security.</p> <p>The Performance Security shall remain and continue to be in full force and effect until the aforementioned obligation such as the complete and faithful compliance of the contract, liquidated damages, and cost of labor and materials have been fully satisfied, discharged, settled, and paid by the winning bidder and the bond release by the Philippine Army. Such bond shall be effective until released but not earlier than six (6) months after the date of approval of the entire project.</p>

33.2	The Survey Contractor shall commence work within ten (10) days after receipt of the Notice to Proceed (NTP).
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Section IV. General Conditions of Contract

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1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
 - (b) “Survey Contractor” refers to the shortlisted bidders with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
 - (c) “Survey Services” refer to services for Cadastral Survey Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
 - (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
 - (e) “Effective Date” means the date on which this Contract comes into full force and effect.
 - (f) “Foreign Currency” means any currency other than the currency of the Philippines.
 - (g) “Funding Source” means the entity indicated in the **SCC**.
 - (h) “GCC” means these General Conditions of Contract.
 - (i) “Government” means the Government of the Philippines (GoP).
 - (j) “Local Currency” means the Philippine Peso (PhP).
 - (k) “Member,” in case the Survey Contractors is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
 - (l) “Party” means the Procuring Entity or the Survey Contractors, as the case may be, and “Parties” means both of them.
 - (m) “Personnel” means persons hired by the Survey Contractors or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons

who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in **GCC Clause 39**.

- (n) “Procuring Entity” refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Survey Contractor pursuant to this Contract, as described in Appendix I.
- (q) “Subcontractor” means any person or entity to whom/which the Survey Contractor subcontracts any part of the Services in accordance with the provisions of **GCC Clause 50**.
- (r) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Survey Contractor or a Subcontractor.

2. Headings

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

3. Location

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

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Survey Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subcontractor, as well as the Personnel of the Survey Contractor and any Subcontractor, complies with the Applicable Law. The Procuring Entity shall notify the Survey Contractor in writing of relevant local customs, and the Survey Contractor shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost **incurred** by

the Survey Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Survey Contractor under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

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

6. Survey Contractors and Affiliates Not to Engage in Certain Activities

6.1 The Survey Contractor agrees that, during the term of this Contract and after its termination, the Survey Contractors and any entity affiliated with the Survey Contractor, as well as any Subcontractor and any entity affiliated with such Subcontractor, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Survey Contractor shall not engage, and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

7. Authority of Member in Charge

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

8. Resident Project Manager

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

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

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

11. Relationship of Parties

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

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

12. Authorized Representatives

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

13. Good Faith

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

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties

shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 34 hereof.

15. Notices

- 15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.
- 15.2 Notice shall be deemed to be effective as specified in the SCC.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to GCC Clause 15.2.

16. Warranty as to Eligibility

- 16.1 The Survey Contractor represents, warrants, and confirms that it, as well as its Subcontractor, if any, is eligible, *i.e.*, has the legal personality to act as a Survey Contractor in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Survey Contractor shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Survey Contractor shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

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

18. Payment

- 18.1 In consideration of the Services performed by the Survey Contractor under this Contract, the Procuring Entity shall make to the Survey Contractor such payments and in such manner as is provided by GCC Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Survey Contractor.
- 18.2 Subject to the ceilings specified in GCC Clause 52 hereof, the Procuring Entity shall pay to the Survey Contractor: (i) remuneration as set forth in GCC Clause 53.2; and (ii) reimbursable expenditures as set forth in GCC Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3 All payments under this Contract shall be made to the account of the Survey Contractor specified in the SCC.

19. Currency of Payment

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

20. Liability of the Survey Contractor

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

21. Insurance to be Taken Out by the Survey Contractor

- 21.1 The Survey Contractor, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.
- 21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

22. Effectivity of Contract

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

23. Commencement of Services

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

24. Expiration of Contract

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

25. Force Majeure

- 25.1 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Survey Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Survey Contractor.
- 25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3 Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party’s Subcontractors or agents or employees;
 - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
 - (c) insufficiency of funds or failure to make any payment required hereunder; or
 - (d) the Procuring Entity’s failure to review, approve or reject the outputs of the Survey Contractor beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.

- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Survey Contractor shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Survey Contractor, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Survey Contractor, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. Suspension

- 26.1 The Procuring Entity shall, by written notice of suspension to the Survey Contractor, suspend all payments to the Survey Contractor hereunder if the Survey Contractor fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the Survey Contractor) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the Survey Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Survey Contractor of such notice of suspension.
- 26.2 The Survey Contractor may, without prejudice to its right to terminate this Contract pursuant to GCC Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Survey Contractor's services such as, non-payment of any money due the Survey Contractor within forty-five (45) days after receiving notice from the Survey Contractor that such payment is overdue.

27. Termination by the Procuring Entity

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Survey Contractor fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Survey Contractor prior to the delay;
 - (b) As a result of force majeure, the Survey Contractor is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Survey Contractor's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
 - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
 - (d) If the Survey Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Survey Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Survey Contractor;
 - (e) In case it is determined prima facie that the Survey Contractor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in ITB Clause 3.1(a);
 - (f) The Survey Contractor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;

- (g) The Survey Contractor's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Survey Contractor fails to perform any other obligation under the Contract.

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

28. Termination by the Survey Contractor

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

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Survey Contractor's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Survey Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Survey Contractor pursuant to this Contract and not subject to dispute pursuant to GCC Clause 32 hereof within eighty four (84) days after receiving written notice from the Survey Contractor that such payment is overdue.

29. Procedures for Termination of Contracts

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

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

- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Survey Contractor conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Survey Contractor to show cause as to why the contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Survey Contractor shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Survey Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Survey Contractor's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Survey Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Survey Contractor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Survey Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 27 or 28 hereof, the Survey Contractor 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 Survey

Contractor and equipment and materials furnished by the Procuring Entity, the Survey Contractor shall proceed as provided, respectively, by GCC Clauses 35 or 36 hereof.

31. Payment Upon Termination

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

- (a) remuneration pursuant to GCC Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. Disputes about Events of Termination

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

33. Cessation of Rights and Obligations

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Survey Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

34. Dispute Settlement

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

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

35. Documents Prepared by the Survey Contractor and Software Developed to be the Property of the Procuring Entity

- 35.1 All plans, drawings, specifications, designs, reports, survey returns, software, and other documents prepared by the Survey Contractor for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity. The Survey Contractor shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Survey Contractor may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, survey returns, software and other documents, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Survey Contractor under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Survey Contractor may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Survey Contractor and third parties for purposes of development of any such computer programs, the Survey Contractor shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

36. Equipment and Materials Furnished by the Procuring Entity

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

37. Services, Facilities and Property of the Procuring Entity

The Procuring Entity shall make available to the Survey Contractor and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said

appendix, provided that if such services, facilities and property shall not be made available to the Survey Contractor as and when so specified, the Parties shall agree on:

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

38. Survey Contractor's Actions Requiring Procuring Entity's Prior Approval

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) the selection of the Subcontractor and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - (ii) the Survey Contractor shall remain fully liable for the performance of the Services by the Subcontractor and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the SCC.

39. Personnel

39.1 The Survey Contractor shall employ and provide such qualified and experienced Personnel and Subcontractor as are required to carry out the Services.

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

- 39.3 The Key Personnel and Subcontractor listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Survey Contractor proposes to use in the carrying out of the Services, the Survey Contractor shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Survey Contractor s to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to GCC Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the SCC, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Survey Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Survey Contractor introduces changes in Key Personnel for reasons other than those mentioned in the SCC, the Survey Contractor shall be liable for the imposition of damages as described in the SCC.
- 39.6 Any of the Personnel provided as a replacement under GCC Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Survey Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Survey Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Survey Contractor shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

40. Working Hours, Overtime, Leave, etc.

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Survey Contractor's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of GCC Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix III may be made by the Survey Contractor by prior written notice to the Procuring Entity, provided that:
 - (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
 - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

41. Counterpart Personnel

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Survey Contractor, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Survey Contractor's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Survey Contractor. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Survey Contractor which is consistent with the position occupied by such member, the Survey Contractor may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Survey Contractor as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Survey Contractor shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Survey Contractor as a result thereof pursuant to GCC Clause 52 hereof.

42. Performance Security

- 42.1 Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Survey Contractor shall furnish the performance security in any the forms prescribed in the ITB Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Survey Contractor is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4 The performance security may be released by the Procuring Entity and returned to the Survey Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Survey Contractor or the surety company filed by the Procuring Entity;
 - (b) The Survey Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

43. Standard of Performance

- 43.1 The Survey Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2 The Survey Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractor or third parties.

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

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

44. Survey Contractor Not to Benefit from Commissions, Discounts, etc.

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

45. Procurement by the Survey Contractor

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

46. Specifications and Designs

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

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

47. Reports

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

48. Assistance by the Procuring Entity on Government Requirements

- 48.1 The Procuring Entity may assist the Survey Contractor, Subcontractor, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:
- (a) provide the Survey Contractor, Subcontractor, and Personnel with work permits and such other documents as shall be necessary to enable the Survey Contractor, Subcontractor, or Personnel to perform the Services;
 - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
 - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
 - (e) grant to foreign Survey Contractor, any foreign Subcontractor and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

49. Access to Land

The Procuring Entity warrants that the Survey Contractor shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Survey Contractor 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 Survey Contractor or any Subcontractor or the Personnel of either of them.

50. Subcontract

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

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

51. Accounting, Inspection and Auditing

51.1 The Survey Contractor shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
- (c) permit the Funding Source to inspect the Survey Contractor's accounts and records relating to the performance of the Survey Contractor and to have them audited by auditors approved by the Funding Source, if so required.

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Survey Contractor in relation to this Contract. The Survey Contractor shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Survey Contractor has overcharged the Procuring Entity, the Survey Contractor shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Survey Contractor having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in GCC Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

52. Contract Cost

52.1 Except as may be otherwise agreed under GCC Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**.

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

53. Remuneration and Reimbursable Expenditures

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

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

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

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

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

- (a) The Procuring Entity shall cause to be paid to the Survey Contractor an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment shall be due after the Survey Contractor provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the SCC.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Survey Contractor shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Survey Contractor's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only

such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Survey Contractor, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Survey Contractor and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Survey Contractor specifying in detail deficiencies in the Services, the final report or final statement. The Survey Contractor shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Survey Contractor to the Procuring Entity within thirty (30) days after receipt by the Survey Contractor of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

55. Lump Sum Contracts

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of GCC Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with ITB Clause 0 shall be provided by the Survey Contractor at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Survey Contractor in writing and the Survey Contractor shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required

by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.

- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Survey Contractor and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in GCC Clause 29 and if the Survey Contractor is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Survey Contractor receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the SCC, no additional payment for variation order, if any, shall be allowed for this Contract.

56. Liquidated Damages for Delay

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

V. Special Conditions of Contract

Special Condition of Contract

GCC Clause	
1.1(g)	The Funding Source is: The Government of the Philippines (GoP) through ASA # MOOE 0300-2024-0051
12	The Procuring Entity’s Authorized Representative at the project site is: Commander, 3ID Camp Macario Peralta Jr, Jaena Norte, Jamindan, Capiz For the Survey Contractor: _____ <i>NOTE: Name of authorized representative to be filled out by winning survey contractor prior to contract signing.</i>
15.1	The addressee is: Procuring Entity: Commander, 3ID Camp Macario Peralta Jr, Jaena Norte, Jamindan, Capiz Survey Contractor: _____ Attention: <i>[insert name of the authorized representative]</i> Address: _____ Mobile Number: _____ Email Address: _____ NOTE: Contact details to be filled out by the winning bidder prior to contract signing.
15.2	Addressee for communication and other notices shall be forwarded to the addressee, below: (a) in case of personal delivery or registered mail, on delivery: LTC JONIEFER G DELA TORRE (CE) PA 103rd Contracting Office, AFPPS Contact Nr. +63917-590-0424 email address at afpps103co@gmail.com

	(b) in case of email/online transmission is within 8:00 AM to 5:00 PM.
20	<i>If the party is a Joint Venture (JV):</i> All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
22	Contract effectivity is upon receipt/conformance of Notice to Proceed
24	Contract duration is One Hundred Eighty (180) Calendar Days from receipt of Notice to Proceed
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, survey returns, software and other documents prepared by the Survey Contractor for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity under Chapter 5, Article 18, Section 177, Manual of Land Survey Procedures for Cadastral Survey Returns. Refer to DENR DAO 2007-29 and DENR Memorandum Circular Nr 2010-13, TOR and Contract.
38.1(d)	The Survey Contractors' actions requiring the Procuring Entity's prior approval are: a. List of instruments with proof of calibration b. List of key personnel with required clearances (Police Clearance/NBI) such as e.g Project Manager, Project Geodetic Engineers, and other staff employed for the implementation of the project.
39.5	The Survey Contractor may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual personnel, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.
50.1	The Survey Contractor may subcontract portions of the survey works to an extent as may be approved by the Procuring Entity. A maximum of twenty percent (20%) of the survey works may be subcontracted by the Survey Contractor.
52.1	The ABC in Philippine Peso is FORTY-THREE MILLION TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 83/100 PESOS (Php 43,256,727.83)

53.5(a)	No Advance Payment is allowed.
53.5 (c)	The interest rate is: <i>zero</i>
55.6	<p>If the survey contractor fails to deliver any or all of the services within the period specified in this contract, the Philippine Army shall, without prejudice to its other remedies under this Contract and the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the services for each day of delay.</p> <p>Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of Contract, the Philippine Army may rescind or terminate the Contract without prejudice to other courses of action and remedies available under these circumstances.</p>

Section VI. Terms of Reference
(Insert Copy of Approved Terms of Reference)

Section VII. Bidding Forms

Eligibility Documents Submission Form.....	95
Technical Proposal Forms.....	96
Omnibus Sworn Statement	113
Bid Securing Declaration	116
Financial Proposal Forms.....	117
Form of Contract Agreement	12022

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated [insert date] for **Procurement of Services for the Survey of Land at Camp Peralta**, [Name of Survey Contractor] hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) [Name of Survey Contractor] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Survey Contractor
Address

TECHNICAL PROPOSAL FORMS

Notes for Survey Contractors

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed in 1 side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Survey Contractor, including its partner(s) and subcontractor, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. SURVEY CONTRACTORS's illustrating the relevant experience of the Survey Contractor, including its partner and subcontractor, if any. No promotional material should be included.

General approach and methodology, work, and Staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task , TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

If subcontracting is allowed, add the following: If the Survey Contractor will engage a subcontractor for the portions of the Survey Services allowed to be subcontracted, the Survey Contractor shall indicate which portions of the Survey Services will be subcontracted, identify the corresponding subcontractor, and include the legal eligibility documents of such subcontractor.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed

Professional Staff.

Comments on the Terms of Reference and services to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of SURVEY CONTRACTORS on the Terms of Reference AND Services to be Provided by the Procuring Entity.

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **Services for the Survey of Land at Camp Peralta** in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

We remain,

Yours sincerely,

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

TPF 2. SURVEY CONTRACTORS'S REFERENCES

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

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

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (In PhP):
Name of Associated Survey Contractors, if any:		Nº of Months of Professional Staff Provided by Associated Survey Contractors:
Name of Senior Staff (Project Manager, Geodetic Engineer/s) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Survey Contractor's Name: _____

TPF 3. COMMENTS AND SUGGESTIONS OF SURVEY CONTRACTORS ON THE TERMS OF REFERENCE AND SERVICES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On services to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

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

TPF 5. TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3. Where applicable, indicate relationships among the Survey Contractor and any partner and/or subcontractor of the Procuring Entity, the Funding Source and other parties or stakeholders.

--

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

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

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

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____
 Title: _____
 Address: _____

TPF 8. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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

TPF 9. STATEMENT OF ALL CONTRACTS

(BIDDER'S COMPANY LETTERHEAD)

Procurement of Services for the Survey of Land at Camp Peralta

Bid Reference No. _____

Approved Budget for the Contract: PhP 43,256,727.83

Statement of All Contracts

1. All On-going Contracts (including Contracts awarded but not yet started, if any)

Name of Client	Title of Contract	Date of Award	Type and Brief Description of the Projects	Survey Contractors' Role	Amount of Contract	Contract Duration

2. Completed Contracts (of "similar nature")

Name of Client	Title of Contract	Date of Award	Type and Brief Description of the Project	Survey Contractor's Role	Amount of Contract	Duration of Contact	Proof/Certification of Satisfactory completion or equivalent Document

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

TPF 10. STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(BIDDER'S COMPANY LETTERHEAD)

Procurement of Services for the Survey of Land at Camp Peralta

Bid Reference No. _____

Approved Budget for the Contract: PhP 43,256,727.83

Statement of Single Largest Completed Contract of Similar Nature

“Similar nature” shall mean projects such as Cadastral Survey Projects, Boundary Survey Projects, Land Subdivision Projects, Parcenary Survey and Complex Subdivision Project

<i>(Please fill up required information)</i>	
1) Name of Client	
2) Title of Contract	
3) Date of Award	
4) Type and Brief Description of the Project	
5) Survey Contractor's Role	
6) Amount of Contract	
7) Completion Date	
(Date of Official Receipt or Date of the Certificate of Acceptance issued by bidder's client)	

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

TPF 11. CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(BIDDER'S COMPANY LETTERHEAD)

Procurement of Services for the Survey of Land at Camp Peralta

Bid Reference No. _____

Approved Budget for the Contract:

PhP 43,256,727.83

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is Philippine Pesos (P_____) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows:

CA	-	Current Assets	₱
Less:			-
CL	-	Current Liabilities	
Sub-Total 1			₱
			x15
Sub-Total 2			₱
Less:			-
C	-	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NFCC			₱

Issued this _____ day of _____, 20__.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Notes:

1. The phrase “the values of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Annual Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.

TPF 12. JOINT VENTURE AGREEMENT

(BIDDER'S COMPANY LETTERHEAD)

Procurement of Services for the Survey of Land at Camp Peralta

Bid Reference No. _____

Approved Budget for the Contract:

PhP 43,256,727.83

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, represented herein by its _____, _____, hereinafter referred to as “_____”,

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, represented herein by its _____, _____, hereinafter referred to as “_____”,

For submission to the **3ID Special Bids and Awards Committee**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **SBAC** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **SBAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the SBAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued shall be a ground for non-issuance by SBAC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by SBAC under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of SBAC.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this ___ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Procurement of Services for the Survey of Land at Camp Peralta
Bid Reference No. _____
Approved Budget for the Contract:
PhP 43,256,727.83

This is to certify that _____ (name of bidder) will be participating **without a joint venture partner** in the procurement of _____ (name of project).

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the above-mentioned project.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Survey Contractor]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project Survey Contractor by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Survey Contractor]* complies with existing labor laws and standards; and
8. *[Name of Survey Contractor]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized Signatory]

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

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

NAME OF NOTARY PUBLIC

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

BID SECURING DECLARATION

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

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

FINANCIAL PROPOSAL FORMS

Notes for Survey Contractors

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Survey Contractor have:

- (f) followed the applicable rules and guidelines indicated in this ITB;
- (g) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (h) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Survey Services

Use FPF 2. Summary of Costs

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

BGEN LEONARDO I PEÑA PA
SBAC Chairperson
Camp Peralta Jr., Jamindan Capiz

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

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

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

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

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

We remain,

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

FPF 2. SUMMARY OF COSTS

PARTICULAR	ESTIMATED TIMELINE	AMOUNT
<p style="text-align: center;">Refer to Terms of Reference XI. Payment Scheme</p> <p>A. B. C. D. E. MISCELLANEOUS OTHER EXPENSES</p>		<p style="text-align: right;">TOTAL CONTRACT AMOUNT: _____</p>

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position _____

Date _____

FORM OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;

Project Name – Procurement of Services for the Survey of Land at Camp Peralta

- (g) Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder’s conform thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Survey Contractor as hereinafter mentioned, the Survey Contractor hereby covenants with the Entity to execute and complete the Survey Services and remedy any defects therein in conformity with the provisions of this Survey Contractor in all respects.
4. The Entity hereby covenants to pay the Survey Contractor in consideration of the execution and completion of the Survey Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Survey Contractor

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

***Section VIII. Checklist of Eligibility, Technical and
Financial Documents***

FIRST ENVELOPE – TECHNICAL COMPONENT

TAB	REQUIREMENTS
<p>CLASS “A” ELIGIBILITY DOCUMENTS:</p> <p>Note: Shortlisted Bidders shall submit their Eligibility Documents during the Receipt & Opening of Bid Envelopes. However, the bidder may submit the Class “A” documents to the SBAC Secretariat at least five (5) days prior to the ROBE for the issuance of certification.</p> <p>PROPERLY TABBED</p>	
<p>LEGAL DOCUMENTS: “In case of a Joint Venture, all parties shall submit the legal documents”.</p>	
A	<p>DTI business name registration</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p>OR SEC registration certificate;</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporation</p> <p>OR CDA for Cooperatives.</p>
B	<p>Valid and Current Mayor’s Permit/Municipal License</p>
C	<p>TAX Clearance per E.O No.398, s 2005, as finally approved and reviewed by the BIR</p>
D	<p>Valid PhilGEPs Registration Certificate (Platinum Membership)</p>
<p>TECHNICAL DOCUMENTS: “In case of a Joint Venture, any party of the JV shall submit the required Technical Documents as provided below”.</p>	
E	<p>Duly signed statement of all on-going (similar and not similar in nature) government and private contracts within the last five (5) years, including contracts awarded but not yet started prior to the deadline for the submission and receipt of bids.</p> <p>Form TPF 9</p>
F	<p>Duly signed statement of Single Largest Similar Completed Contract within the last five (5) years, the amount of which is equivalent to at least fifty percent (50%) of the Approved Budget of the Contract (ABC), with the following attachments:</p> <p>1. Notices of Award or Notices to Proceed issued by the End User or Copy of contract or Purchase Order; and</p>

	<p>2. Certificate of Completion or End User’s Acceptance or Proof of Payment.</p> <p>For this purpose, similar contracts shall refer to <i>Cadastral Survey, Subdivision Survey, Boundary Survey, Segregation Survey, Parcellary Survey and Relocation Survey</i></p> <p>Form TPF 10</p>
<p>FINANCIAL DOCUMENTS: “In case of a Joint Venture, any party of the JV shall submit the required Technical Documents as provided below.”</p>	
G	<p>Audited Financial Statements for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission, stamped “received” by the BIR or its duly accredited and authorized institutions. The Audited Financial Statements should include the Balance Sheet, Income Statement and Cash Flow. (CY 2022 or 2023)</p>
H	<p>Duly signed computation of Net Financial Contracting Capacity (NFCC).</p> <p>The NFCC computation must at least be equal to the ABC of the project.</p> <p>Form TPF 11</p>
<p>CLASS “B” ELIGIBILITY DOCUMENTS</p>	
I	<p>If applicable, duly signed Valid Joint Venture Agreement (JVA) in accordance with RA No 4566 and its IRR in case of the joint venture is already in existence.</p> <p>Or</p> <p>Duly notarized statements from all the potential joint venture partners stating that they will enter and abide by the provisions of the JVA in the instance that the bid is successful.</p>
<p>TECHNICAL DOCUMENTS</p>	
J	<p>Original of duly signed and accomplished Technical Proposal Submission form (Form TPF 1)</p>
K	<p>Survey Contractor’s References (Form TPF 2)</p>
L	<p>Comments and Suggestions of Survey Contractor on the Term of Reference and on Data, Services to be provided by the Procuring Entity (Form TPF 3)</p>
M	<p>Description of the Methodology and Work Plan for Performing the project (Form TPF 4)</p>
N	<p>Team Composition and Task (Form TPF 5)</p>
O	<p>Format of Curriculum Vitae (CV) for the Proposed Professional Staff (Form TPF 6)</p>
P	<p>Time Schedule for Professional Personnel (Form TPF 7)</p>
Q	<p>Activity Work Schedule (Form TPF 8)</p>

R	<p>Affidavit of Bid Securing Declaration (form attached) or</p> <p>Original Copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission.</p> <p>Prescribed form in Section VII. Bidding Forms</p>
S	<p>An Omnibus Sworn Statement as amended by GPPB Resolution 22-2013 dated July 30, 2013: (Section 25.2.a.iv)</p> <p>Prescribed form in Section VII. Bidding Forms</p>
T	<p>Letter Request for the Issuance of Certificate from AFP Procurement Service (AFPPS) that the prospective bidder is not blacklisted by a procuring entity and/or included in the GPPB Consolidated Blacklisting Report unless it is delisted as provided in the guidelines for blacklisting of the service providers.</p>

SECOND ENVELOPE – FINANCIAL COMPONENT

TAB	FINANCIAL DOCUMENTS
A	<p>Original of duly signed and accomplished Financial Proposal Submission Form Form FPF 1</p>
B	<p>Duly Signed Summary of Cost Form FPF 2</p>

Section IX. Appendices (NOT APPLICABLE TO THIS CONTRACT)

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel and Subcontractors

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government’s country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subcontractors (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.’s 1 and 2.

IV. Breakdown of Contract Price

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

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
3. Applicable taxes

V. Services and Facilities Provided by the Client

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

VI. Survey Contractor’s Representations Regarding Costs and Charges

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

1. Review of Remuneration Rates

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

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Survey Contractor’s remuneration rates, certified by an independent auditor. The Survey Contractor 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 Survey Contractor’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

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

(iii) Social Costs

Social costs are the costs to the Survey Contractor of staff’s non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the

Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Survey Contractor’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 Procuring Entity is not charged for the leave taken.

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

Some Survey Contractor 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

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

home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

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

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

2. Reimbursables

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

3. Bank Guarantee

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