

**Invitation for Negotiated Procurement of Consultancy Services for
the Services of a Multimedia Company for the Concept
Development and Activation of Multi-Marketing and Promotional
Platform of the Balikbayan Program
Request for Expression of Interest No. 2016 - 08**

1. In view of the two (2) failed public biddings, the Tourism Promotions Board (TPB) Bids and Awards Committee (BAC) invites suppliers to participate in the negotiation for the Project: *Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotional Platform of the Balikbayan Program* in accordance with Section 53.1 of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act." The Approved Budget for the Contract is **Three Million Five Hundred Thousand Pesos (Php 3,500,000.00)**.
2. The following eligibility and technical documents, as well as the Financial Proposal Form (Annex A), shall be submitted on or before **July 27, 2016, 3:30 p.m.** at the BAC Secretariat, 4th Floor, Legaspi Towers 300, Roxas Boulevard, Manila:
 - (a) DTI business name registration or SEC registration certificate or Cooperative Development Authority (CDA).
 - (b) Valid and current Mayor's permit/License to operate.
 - (c) Statement of ongoing and similar completed government and private Contracts for the past three (3) years, including ongoing contracts and contracts awarded but not yet started (using the standard format, refer to Annex B)
 - (d) Tax Clearance per Executive Order 398, series of 2005, issued by the BIR National Office;
 - (e) Audited financial statements for the preceding calendar year stamped received by the Bureau of Internal Revenue (BIR);
 - (f) Omnibus Sworn Statement (Annex); and
 - (g) Board Resolution or Secretary's Certificate authorizing the signatory to execute a Contract Agreement with TPB for Corporations / JV or Special Power of Attorney (SPA) for sole proprietorship.

The supplier whose submission will be determined as the best and final offer will be required to submit the following documents:

- (a) CY 2015 Income Tax Return;
- (b) PhilGEPS Registration Certificate.

3. The Tourism Promotions Board (TPB) shall evaluate bids using the *Quality-Cost Based Evaluation (QCBE)* procedure. *The weights to be allocated for the Technical and Financial Proposals are as follows:*

Proposals	Weight
Technical Proposal	80%
Financial Proposal	20%

4. The opening of the best and final offer will be on **July 27, 2016, 4:00 p.m.**, at the TPB Board Room, 4th Floor, Legaspi Towers 300, Roxas Boulevard, Manila. The supplier will be required to present their proposal after the opening of bids. Please refer to Annex E for the content of presentation.
5. The TPB reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability to the affected suppliers.
6. For further information, you may call the TPB-BAC Secretariat at 525-9318 loc. 217 from 9:00 a.m. to 5:00 p.m.

ATTY. VENANCIO MANUEL III
Chairperson
Bids and Awards Committee

Financial Proposal

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

Tourism Promotions Board
4th Floor, Legaspi Towers 300,
Roxas Boulevard, Manila

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotional Platform of the Balikbayan Program* 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 Consultant 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

Costs	Currency(ies) ¹	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>

¹ In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ²	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

² In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ³	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

³ Staff months, days, or hours as appropriate.

FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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

⁴ Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

FPF 6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

Name of the Procuring Entity : Tourism Promotions Board

Name of the Project : Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotic Platform of the Balikpapan Program

List of all Government & Private Contracts for the past three (3) years including ongoing contracts and contracts awarded but not yet started

Business Name : _____
 Business : _____
 Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
Total Cost								

Note: This statement shall be supported with:
 1 Notice of Award (for government projects)
 2 Contract

Submitted by : _____
(Printed Name & Signature)
 Designation : _____
 Date : _____

Section VII. Terms of Reference

Bidders must state "Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specification." Please do not just place check in the bidder's "Statement of Compliance."

Terms of Reference	Bidder's Statement of Compliance
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The Tourism Promotions Board (TPB) Philippines is in need of a Services Of A Multimedia Company For The Concept Development And Activation Of Multi-Marketing And Promotional Platform Of The Balikbayan Program .

CAMPAIGN OBJECTIVES

Primary Objective

- To increase the Balikbayan Arrival base and foreign exchange earnings

Secondary Objective

- To generate greater awareness and create interest on the Balikbayan program and its exclusive Balikbayan packages that pushes value-for-money tourism products and services.

CONCEPT DEVELOPMENT APPROACH:

- How to stimulate greater desire for Overseas Filipinos to come home and explore the Philippines
- How to create buzz and excitement about the program and its offerings
- How to execute a stronger and fully cohesive campaign (synergizing all its component)

TARGET AUDIENCE

- Individuals / Groups of Balikbayan.
Definition of a Balikbayan, is a Filipino citizen who have been continuously out of the Philippines for a period of at least one (1) year (overseas Filipino/ Philippine Passport holder); a former Filipino citizen who have been naturalized in a foreign country and come or return to the Philippines (former Filipino/ foreign passport own right travelling with former citizen of the Philippines. Filipino who have become citizen of another country and have returned to the Philippines for temporary visit.
- Primary Audience: Overseas Filipinos in North America
Secondary Audience: Overseas Filipinos in Europe & Australia
- 2nd and 3rd Generation Overseas Filipinos in North America, Europe, Australia - Asia Pacific
- Former Filipino citizens (together with their immediate family members) who have been naturalized in a foreign country

SCOPE OF WORK/ DELIVERABLES

1. Concept development of a fully integrated promotional and marketing program that will achieve campaign objectives.
2. Inception report/work plan detailing the activities and specific tasks to be undertaken.
3. Framework for the Balikbayan campaign focusing on tourism which shall include the following:

<ul style="list-style-type: none"> ○ The Pinoy Balikbayan selling idea ○ Balikbayan brand architecture focusing on G2B, G2C and G2G linkages servicing the needs of Balikbayans ○ Creative communication strategy <p>4. Promotion of Balikbayan Events</p> <p>5. Should be able to secure partners for the Balikbayan Discount Coupons</p> <p>6. Creative materials for the Balikbayan campaign; to include:</p> <ul style="list-style-type: none"> ○ Balikbayan Discount Coupons (which includes offers – hotels and resorts, airlines and other transportation companies, restaurants, shopping centers, leisure and recreational activities) ○ Print Ads ○ Website ○ Capability to be available in all screens – HTMS5 / CSS3 / Responsive Web Design <p>7. Assist TPB in the organization and implementation of road shows overseas.</p> <p>WORK GUIDE:</p> <p>1. Design</p> <ul style="list-style-type: none"> a. The PH website must be interactive, dynamic, secure, relevant, attractive, fresh and modern b. Design is appropriate and adaptable to the branding campaign of the Balikbayan and the Department of Tourism’s “It’s More Fun in the Philippines” and “Visit Philippines Again” <p>2. Management and Maintenance of Website: which will be linked to www.tpb.gov.ph</p> <ul style="list-style-type: none"> a. Website must be dynamic/database- driven a. User-friendly and flexible which will allow inclusion of additional requirement in the future b. Responsive web design (website must be viewable using smart phones/ tablet) c. Equipped with user-friendly content management system for easy updating of website content / info d. Website must contain the following information and functionalities: <ul style="list-style-type: none"> ● About Balikbayan ● About the Philippines ● Traveling to the Philippines Essential Information ● Balikbayan Deals: Hotels, Resorts, Restaurants ● Events Calendar 	
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- News / What's New?
- Ads: Sponsors
- Links to DOT Website, Its More Fun,etc.
- Links to Popular social networks (Facebook, Twitter, YouTube, Instagram, Pinterest)
- Contact Us
- Search Engine within site
- Image / Video Galleries (source acknowledgment / permission)
- Site Map

3. Management of Social Networks (Facebook, Twitter, Instagram Pinterest)

4. EDM – Electronic Direct Mail – (supplier has an existing database for networking)

5. Feedback Mechanism Report

6. Security against hacking

7. Contingency Plan

OWNERSHIP AND COPYRIGHT

All materials conceptualized, designed and produced shall be owned by TPB with full and exclusive rights with warranty against infringement.

(The indemnity clause/ waiver to be included in the contract)

PROJECT DURATION

The scope of services should be delivered within four (4) months upon receipt of the Notice to Proceed (NTP)

ADDITIONAL REQUIREMENTS

Prospective bidder must comply with the following additional requirements:

1. Must be Filipino owned, operated and legally registered Multi Media company under Philippine laws;
2. Must have at least five (5) overseas offices particularly in North America (where the bulk of Balikbayan Market);
3. Must have a minimum of 3 years' experience in Publishing and 3 years' experience in Digital Publishing Industry;
4. Promotes large scale local and international events for at least three (3) years;
5. Must provide a list of staff/personnel with relevant qualifications and trainings.

TERMS OF PAYMENT

Payment shall be made after completion of each of the following activities:

#	Activities	TIMELINE	Percentage of Contract Price
1	Upon submission of concept development of fully integrated promotional campaign, inception report/work plan detailing the activities and specific task for the Balikbayan campaign, framework for Balikbayan brand focusing	1 st month	25%
2	Upon completion of creative materials for Balikbayan brand campaign to include; Balikbayan discount coupons, management and maintenance of Balikbayan website, digital and online application and management of social networks	Between 2 nd to 3 rd month	30%
3	Upon completion of creative materials for Balikbayan brand campaign to include; print ads, and Balikbayan events, EDM, Feedback Mechanism Report	Between 3 rd to 4 th month	20%
4	Upon satisfactory completion, retention and submission of final materials		25%

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Omnibus Sworn Statement

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

A F F I D A V I T

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

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

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

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

6. *Select one, delete the rest:*

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

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

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

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

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

Supplier's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME, this ___ day of _____, 2016 in the City of _____. Affiant exhibiting to me his/her Valid Identification _____, Number _____.

Notary Public

Doc. No.:
Page No.:
Book No:
Series of 2016.

Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

Bid Data Sheet

ITB Clause	
Error! Reference source not found.	<p>The Procuring Entity is: Tourism Promotions Board.</p> <p>The evaluation procedure is: Quality Cost Based Evaluation/Selection (QCBE/QCBS).</p>
1.2	<p>The Funding Source is: The Government of the Philippines (GOP) through Corporate Year FY 2015.</p> <p>The name of the project is: Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotional Platform of the Balikbayan Program</p>
1.3	<p>The Tourism Promotions Board (TPB) Philippines is in need of a Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotional Platform of the Balikbayan Program.</p> <p>The objective of the campaign is divided into two, the primary which objective is to increase the Balikbayan arrival base and foreign exchange earnings and the other is secondary objective which is to generate greater awareness and create interest on the Balikbayan program and its exclusive Balikbayan packages that pushes value-for-money tourism products and services.</p> <p>CONCEPT DEVELOPMENT APPROACH:</p> <ul style="list-style-type: none"> • How to stimulate greater desire for Overseas Filipinos to come home and explore the Philippines • How to create buzz and excitement about the program and its offerings • How to execute a stronger and fully cohesive campaign (synergizing all its component) <p>TARGET AUDIENCE</p> <ul style="list-style-type: none"> • Individuals / Groups of Balikbayan. Definition of a Balikbayan, is a Filipino citizen who have been continuously out of the Philippines for a period of at least one (1) year (overseas Filipino/ Philippine Passport holder); a former Filipino citizen who have been naturalized in a foreign country and come or return to the Philippines (former Filipino/ foreign passport own right travelling with former citizen of the Philippines. Filipino who have become citizen of another country and have returned to the Philippines for temporary visit. • Primary Audience: Overseas Filipinos in North America

Secondary Audience: Overseas Filipinos in Europe & Australia

- 2nd and 3rd Generation Overseas Filipinos in North America, Europe, Australia - Asia Pacific
- Former Filipino citizens (together with their immediate family members) who have been naturalized in a foreign country

SCOPE OF WORK/ DELIVERABLES

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 - The Pinoy Balikbayan selling idea
 - Balikbayan brand architecture focusing on G2B, G2C and G2G linkages servicing the needs of Balikbayans
 - Creative communication strategy
4. Promotion of Balikbayan Events
5. Should be able to secure partners for the Balikbayan Discount Coupons
6. Creative materials for the Balikbayan campaign; to include:
 - Balikbayan Discount Coupons (which includes offers – hotels and resorts, airlines and other transportation companies, restaurants, shopping centers, leisure and recreational activities)
 - Print Ads
 - Website
 - Capability to be available in all screens – HTMS5 / CSS3 / Responsive Web Design
7. Assist TPB in the organization and implementation of road shows overseas.

WORK GUIDE:

1. Design
 - a. The PH website must be interactive, dynamic, secure, relevant, attractive, fresh and modern
 - b. Design is appropriate and adaptable to the branding campaign of the Balikbayan and the Department of Tourism's "It's More Fun in the Philippines" and "Visit Philippines Again"
2. Management and Maintenance of Website: which will be linked to www.tpb.gov.ph

	<ol style="list-style-type: none"> a. Website must be dynamic/database- driven b. User-friendly and flexible which will allow inclusion of additional requirement in the future c. Responsive web design (website must be viewable using smart phones/ tablet) d. Equipped with user-friendly content management system for easy updating of website content / info e. Website must contain the following information and functionalities: <ul style="list-style-type: none"> • About Balikbayan • About the Philippines • Traveling to the Philippines Essential Information • Balikbayan Deals: Hotels, Resorts, Restaurants • Events Calendar • News / What’s New? • Ads: Sponsors • Links to DOT Website, Its More Fun,etc. • Links to Popular social networks (Facebook, Twitter, YouTube, Instagram, Pinterest) • Contact Us • Search Engine within site • Image / Video Galleries (source acknowledgment / permission) • Site Map 3. Management of Social Networks (Facebook, Twitter, Instagram Pinterest) 4. EDM – Electronic Direct Mail – (supplier has an existing database for networking) 5. Feedback Mechanism Report 6. Security against hacking 7. Contingency Plan
1.4	The Project shall not be phased.
5	No further instructions.
6.1	Sub-contracting is not allowed
6.2	Not applicable.

8.1	<p>The Procuring Entity's address is:</p> <p>Tourism Promotions Board 4th Floor Legaspi Towers 300, Roxas Blvd., Manila</p> <p>Contact Person: ATTY. VENANCIO MANUEL III Chairman, Bids and Awards Committee Tel. No. 02-525-9318 Fax No. 02-525-1153 Email : bac_sec@tpb.gov.ph</p>
10.1 (b)	Not applicable.
11.7	<p>The total ABC is Php 3,500,000.00 inclusive if all applicable taxes.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid for a maximum period of 120 calendar days from the date of the opening of bids.
15.5(b)	No further instructions.
17.1	No further instructions.
17.3	Each Bidder shall submit <i>one (1) original copy</i> and <i>one (1) certified true copy</i> for the components of its bid.
Error! Reference source not found.	<p>The address for submission of bids is :</p> <p>BAC Secretariat, Administrative Department Tourism Promotions Board 4th Floor Legaspi Towers 300 Roxas Blvd., Manila Look for Ms. Roselle D. Romero</p> <p>The deadline for submission of bids is 3:30 p.m., July 27, 2016.</p> <p>Time Reference: TPB Bundy Clock at the Administrative Department.</p>
24.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the evaluation of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 24.2. The</p>

	<p>financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</p> <p>d) After approval by the Head of the Procuring Entity of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 26.</p>
24.3	<p>The minimum required St for each criterion is as follows:</p> <ol style="list-style-type: none"> 1. Firm Experience and Capability (20 points) 2. Plan of Approach and Methodology (60 points) 3. Quality of personnel to be assigned to the Project (20 points) <p><u>The minimum St required to pass is Eighty-Five (85) points.</u></p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in this clause</p> <p><i>*Please see ANNEX B – Rating Sheet Technical Proposal</i></p>
25.1	<p>The opening of Financial Proposals shall be on July 27, 2016, 4:00 p.m., at Tourism Promotions Board.</p> <p>Financial Proposals shall be opened in public.</p>
25.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after</p>

	<p>the notification date unless otherwise specified in ITB Clause 25.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in ITB Clause Error! Reference source not found. are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in ITB Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GOP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p> <p>The lowest Financial Proposal (Fm) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Sf = 100 \times FI/F$ <p>Where: Sf is the financial score of the Financial Proposal under consideration, FI is the price of the Fm, and F is the price of the Financial Proposal under consideration.</p> <p>Using the formula $S = St \times T\% + Sf \times P\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below: T _____ [<i>Normally between 0.6 and 0.85</i>]; and P _____ [<i>Normally between 0.15 and 0.4</i>];</p> <p>provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.</p>
26.1	<p>The address for negotiations is</p> <p>Tourism Promotions Board 4th Floor Legaspi Towers 300 Roxas Blvd., Manila</p>

26.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
27.2 (b)	<i>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</i> <i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i>
31.1	No further instructions.

General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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1. *Definitions*

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) "Consultant" refers to the short listed consultant with the Highest Rated and Responsive Bid determined by the Procuring Entity as such in accordance with the ITB and specified in the **SCC**.
- (c) "Consulting Services" refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GOP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
- (d) "Contract" means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) "Effective Date" means the date on which this Contract comes into full force and effect.
- (f) "Foreign Currency" means any currency other than the currency of the Philippines.
- (g) "Funding Source" means the entity indicated in the **SCC**.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Philippines (GOP).
- (j) "Local Currency" means the Philippine Peso (Php).
- (k) "Member," in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and "Members" means all these entities.
- (l) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; "Local Personnel" means such persons who at

the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.

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

2. *Headings*

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

3. *Location*

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

4. *Law Governing Contract and Services*

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

5. *Language*

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

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

- 6.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.
- 6.2. The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
 - (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. *Authority of Member in Charge*

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

8. *Resident Project Manager*

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

9. *Entire Agreement*

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

10. *Modification*

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

11. *Relationship of Parties*

- 11.1. Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 11.2. The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. *Authorized Representatives*

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

13. *Good Faith*

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

14. *Operation of the Contract*

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

15. *Notices*

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

16. *Warranty as to Eligibility*

- 16.1. The Consultant represents, warrants, and confirms that it, as well as its Sub-Consultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, **Error! Reference source not found.** issued for this project.
- 16.2. The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GOP.

17. *Confidentiality*

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

18. *Payment*

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

19. *Currency of Payment*

All payments shall be made in Philippine Pesos.

20. *Liability of the Consultant*

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

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

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

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

22. *Effectivity of Contract*

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

23. *Commencement of Services*

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

24. *Expiration of Contract*

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

25. *Force Majeure*

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

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

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

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees;
- (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
- (c) insufficiency of funds or failure to make any payment required hereunder; or
- (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

- 25.4. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5. A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6. The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8. During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9. Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10. In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

26. *Suspension*

- 26.1. The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
 - (a) shall specify the nature of the failure; and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

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

27. *Termination by the Procuring Entity*

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

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

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

28. *Termination by the Consultant*

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

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

29. *Procedures for Termination of Contracts*

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
 - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

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

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

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

30. *Cessation of Services*

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

31. *Payment Upon Termination*

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

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

- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27.1(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

32. *Disputes about Events of Termination*

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

33. *Cessation of Rights and Obligations*

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51.1(b) and 51.1(c) hereof, any right which a Party may have under the Applicable Law.

34. *Dispute Settlement*

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

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

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

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

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

36. *Equipment and Materials Furnished by the Procuring Entity*

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

37. *Services, Facilities and Property of the Procuring Entity*

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

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

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

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:

- (i) the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
- (ii) the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

39. Personnel

- 39.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 39.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GOP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4. The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5. No changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Consultant, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6. Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring

Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

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

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

41. *Counterpart Personnel*

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

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

42. *Performance Security*

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

43. *Standard of Performance*

- 43.1. The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe

sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

- 43.2. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-Consultants or third parties.
- 43.3. The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.
- 43.4. The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

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

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

45. *Procurement by the Consultant*

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

46. *Specifications and Designs*

- 46.1. The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2. The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

47. *Reports*

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

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

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

49. *Access to Land*

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

50. *Subcontract*

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

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

51. *Accounting, Inspection and Auditing*

51.1. The Consultant shall:

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

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

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

52. *Contract Cost*

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

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

53. *Remuneration and Reimbursable Expenditures*

- 53.1. Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3. Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5. Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides a bank guarantee in favor of the Procuring Entity issued by a bank acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
 - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
 - (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

54. Final Payment

- 54.1. The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and

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

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

55. *Lump Sum Contracts*

- 55.1. For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2. Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 26.3 shall be provided by the Consultant at no additional cost.
- 55.3. Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4. Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5. Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

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

56. *Liquidated Damages for Delay*

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

Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

Special Conditions of Contract

GCC Clause	
(b)	The Funding Source is: The Government of the Philippines (GOP)
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: ATTY. VENANCIO MANUEL III For the Developer: _____
15.1	The addresses are: Procuring Entity: Tourism Promotions Board (TPB) Attention: ATTY. VENANCIO MANUEL III Chairperson Bids and Awards Committee Tourism Promotions Board (TPB) 4 th Floor, Legaspi Towers 300 Roxas Boulevard, Manila
15.2 and 15.3	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within <i>[insert hours]</i> following confirmed transmission; or (c) in the case of telegrams, within <i>[insert hours]</i> following confirmed transmission.
20	No additional provision.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity.
39.5	The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

42.1	No further instructions.
42.4(c)	No further instructions
52.1	The total ceiling amount in Philippine Pesos is THREE MILLION FIVE HUNDRED THOUSAND PESOS (PHP 3,500,000.00) inclusive of all applicable taxes.
53.2	No additional instructions.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is: 0%
55.6	No further instructions.

Content of Presentation of Bidders

1. Company Profile
 - a. A brief profile and description of the company demonstrating their ability to achieve tight deadlines and flexibility in meeting the client's needs
 - b. Background
 - c. Network
 - d. Experiences
 - e. Major Clients / Portfolio

2. Proposal Content
 - a. Methodology and Approach
 - b. Timelines and Milestones
 - c. Success Indicator
 - d. Profile and Experiences of the Firm
 - e. Sample creatives / peg for events previously handled

Note: Bidders will be given a maximum of 30 minutes to present. Q & A to follow.

TOURISM PROMOTIONS BOARD

RATING SHEET FOR TECHNICAL PROPOSAL

Name of Project : **Services of a Multimedia Company for the Concept Development and Activation of Multi-Marketing and Promotional Platform of the Balikbayan Program**

Bidder :

SELECTION CRITERIA

CRITERIA			RATING
I.	FIRM EXPERIENCE AND CAPABILITY	20	
	1.1 Number of similar projects handled / to be handled (past/present/future) 1.2 Expertise in the field and manpower support to implement the project 1.3 Global connectivity / international linkages (particularly in North America) 1.4 Reputation/excellence of previously developed brands and distinctions/awards received		
II.	PLAN OF APPROACH & METHODOLOGY	60	
	2.1 Creativity of the following: a. concept / over-all project design (10points) b. marketing and promotional strategies for the Balikbayan program (10points) Relevance/appropriateness of the promotional and marketing program in the achievement of Balikbayan campaign objectives (10 points) 2.2 2.3 Innovativeness, comprehensiveness and cohesiveness of the program (15 points) Impact of the program to the target market segment (5 points) 2.4 2.5 Feasibility of the program concept (10 points)		
III.	QUALITY	20	
	3.1 Materials to be used in the promotional campaign		
TOTAL		100	

