

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of the Philippines.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <u>DEPARTMENT OF AGRICULTURE</u> Attention : <u>ENGR. ARIEL T. CAYANAN</u> Facsimile : <u>(02) 273-2474-78 loc 2437</u> E-mail (where permitted): <u>prdpnpco@gmail.com</u></p> <p>Consultant : <u>PARTNERSHIPS IN ENVIRONMENTAL MANAGEMENT FOR SEAS OF EAST ASIA (PEMSEA)</u> Attention : <u>AIMEE T. GONZALES</u> Facsimile : <u>632(9292992)</u> E-mail (where permitted) <u>info@pemsea.org</u></p>
8.1	NOT APPLICABLE
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <u>ENGR. ARIEL T. CAYANAN</u> DA-PRDP, National Project Director For the Consultant: <u>AIMEE T. GONZALES</u> PEMSEA, Executive Director</p>
11.1	The effectiveness conditions are “Not Applicable”
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one (1) month</p>
13.1	<p>Commencement of Services:</p> <p>Upon receipt of Notice to Proceed (NTP)</p>



	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <u>six (6) months or upon completion of the final deliverable</u> whichever is latest
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of Php 2,000,000.00
27.1	<i>Not applicable</i>
27.2	The Consultant shall not use these <i>IKM Portal system facilities</i> for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	<i>Not Applicable</i>
32.1(f)	<i>Not Applicable</i>
38.1	The Contract price is:Php2,000,000.00 (VAT and TAX exempt)
39.1 and 39.2	"The Consultant, the Sub-consultants and the Experts shall be exempt from" any indirect taxes, duties, fees, levies and other

	<p>impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>								
41.2	<p>The payment schedule:</p> <table><tr><th>Tranche</th><th>%payment</th><th>Deliverable</th><th>Schedule of submission</th></tr><tr><td>1st</td><td>15%</td><td>Submission and Acceptance of Inception Report</td><td>1 month after receipt of NTP</td></tr></table>	Tranche	%payment	Deliverable	Schedule of submission	1 st	15%	Submission and Acceptance of Inception Report	1 month after receipt of NTP
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1 st	15%	Submission and Acceptance of Inception Report	1 month after receipt of NTP						

	2 nd	20%	<p>Submission and Acceptance of Assessment Report</p> <p>Activities:</p> <p>1.1. Conduct of Assessment for the identification of contents and required features of the PRDP-GEF-PEMSEA IKM portal conduct of Assessment for the identification of contents and required features of the PRDP-GEF-PEMSEA IKM portal.</p> <p>2.1 assessment and prioritization and planning of capacity building activities, in close coordination of the NPCO, GEF unit as well as related units interacting with LGUs, to ensure that planned activities respond to real priority knowledge issue, expressed needs and practical opportunities on the ground.</p> <p>2.2 Facilitate the identification/evaluation of LGU participants to capability trainings</p>	1 month after submission and acceptance of inception report
	3 rd	35%	<p>First Progress report: Initial Version of IKM Portal developed</p> <p>Activities</p> <p>1.2 Develop sections of the PRDP-GEF-PEMSEA IKM portal</p>	3 months after submission and acceptance of Assessment Report
	4 th	15%	<p>Second Progress Report: Submission and acceptance of Workshop Report</p> <p>Activities:</p> <p>2.3 Conduct capability trainings on Information Knowledge Banking System to covered LGUs</p> <p>2.4 Capacitate the LGUs and stakeholders in documentation and feature writing</p>	2 months after presentation and acceptance first progress report
	5 th	15%	<p>Testing and Final Report</p> <p>Activities</p> <p>1.3 Testing and confirmation of the sections and features of the PRDP-</p>	3 months after presentation and acceptance first progress report

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			GEF-PEMSEA IKM portal	
			2.5 Establish networking and alliance with the LGUs and stakeholders on the standard operating procedures in submitting, sanitizing of the write-up on success stories and best practices for ICM	
			2.6 Monitor and assess effectiveness of knowledge products and processes together with NPCO, to ensure their continued relevance and meaningful use and results	
	Total	100%		Eight (8) Months
<p>All payments shall be made within 30 days upon acceptance of the Reports by the End-User as stipulated in the Contract Service subject to usual government accounting and auditing rules.</p>				

41.2.1	Not Applicable
41.2.4	<p>The accounts are: Account Name: PEMSEA Account Number: 7-232-50655-1 Bank Name: Metropolitan Bank & Trust Co. Bank Address: V. Luna East Ave. Branch, No. 18 PMHA Commercial Bldg. II V. Luna Rd., cor East Ave., Diliman, Q.C., Philippines For local currency:</p>
42.1	The interest rate is: three percent (3%)
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing</p>

agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *International Chambers of Commerce* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list *International Chambers of Commerce* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

b. Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *International Chambers of Commerce*.

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

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on

	<p>International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3.Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4.Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties/ or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <table border="1"> <tr> <td></td><td> <p>(a) the country of incorporation of the Consultant or</p> <p>. (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>. (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>. (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> </td></tr> <tr> <td></td><td></td></tr> </table>		<p>(a) the country of incorporation of the Consultant or</p> <p>. (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>. (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>. (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>		
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	<p>5.Miscellaneous. In any arbitration proceeding hereunder:</p> <p>. (a) proceedings shall, unless otherwise agreed by the Parties, be held in the PHILIPPINES;</p> <p>. (b) the ENGLISH language shall be the official language for all</p>				

purposes; and

- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

TERMS OF REFERENCE

“TECHNICAL ASSISTANCE FOR THE ESTABLISHMENT OF PRDP-GEF-PEMSEA INFORMATION KNOWLEDGE MANAGEMENT PORTAL ON THE SUCCESS STORIES AND BEST PRACTICES OF INTEGRATED COASTAL & FISHERIES RESOURCES MANAGEMENT ACTIVITIES OF THE PRDP-GEF COVERED LGUS WITHIN SOUTH LUZON AND VISAYAS REGIONS”

1.0 Introduction

The Philippine Rural Development Project (PRDP) is designed as a government platform for sustainable rural development that would contribute to the achievement of the national goals of inclusive growth, job creation and poverty reduction. It is a six-year (2014-2020) initiative envisioned to increase farm and fishery productivity and incomes in target areas in all 16 regions of the country. The Project seeks to achieve this objective by improving access of farmers, fishers and other industry players to a strategic network of infrastructure, market information and support services. Specific investments and interventions are implemented under four central components of the Project, namely: 1) Local and National Planning (I-PLAN); 2) Infrastructure Development (I-BUILD); 3) Enterprise Development (I-REAP); and 4) Project Support (I-SUPPORT); with a grant fund from the Global Environment Facility (GEF) through the World Bank for the PRDP-GEF supported interventions.

The PRDP-GEF supported interventions considers primarily natural biodiversity conservation within terrestrial, coastal and marine ecosystems with emphasis on the commodity value-chain. A fundamental operational and strategic feature of the PRDP requires the understanding of the current status of the priority commodities' resource-base, landscape, demography, socioeconomic, and institutional features. The developmental and conservation initiatives on coastal resources and marine biodiversity must give emphasis to management of critical marine habitats, implementation of better resource management practices, and the introduction of improved upstream land management practices particularly within the major watershed ecosystems linking to the presence of agri-fishery commodities in the area.

The process ranges from natural resources-base identification, selection, planning towards commodity-based subproject development, implementation, monitoring and evaluation that should be consultative, multi-sectoral and multidisciplinary to ensure participation and cooperation among the different stakeholders that include non-government organizations (NGOs), people's organizations (POs), communities, and local government units (LGUs) with the support from local and national partner agencies. It will also emphasize that the different communities are not only resource users but also key decision makers as far as the health status management of their immediate environment and natural resources that can be a very strong foundation towards sustainable agri-fishery productivity and enterprises project development.

2.0 Context for the Services Required

The GEF-supported interventions under the PRDP covers six (6) target sites, seven (7) provinces, twenty-one (21) Municipal LGUs and thirty-three (33) Marine Protected Areas (MPAs) within the six (6) regions in the Luzon B and Visayas areas. The PRDP-GEF major objectives would be to strengthen the conservation of natural resources and biodiversity in targeted project areas through (i) enhancing institutional and planning capacities of Local Government Units (LGUs) together with communities; (ii) providing support to MPAs in particular areas of global biodiversity significance and select fishery co-management arrangements; and (iii) sharing of knowledge and best practices.

To ensure that the abovementioned objectives will be attained and the required task and responsibilities will be aptly and competently implemented, the PRDP-GEF-Natural Resource Management (NRM) Unit seeks the services of the Partnerships in Environmental Management for Seas of East Asia (PEMSEA-MSP) - a regional knowledge management project supported by the GEF on “Applying Knowledge Management to Scale up Partnership Investments for Sustainable Development of Large Marine Ecosystems of East Asia and their Coasts”. The PEMSEA-MSP will support the initiatives of PRDP-GEF-NRM Unit through technical assistance in the installation of regional platform that will link with other regional and global platforms, including GEF’s IW Learn network, in order to transfer information, facilitate knowledge sharing and mobilize action to a wider audience. This also includes capacity building to enhance partner LGUs and stakeholders’ capacity in documentation and feature writing on success stories and best practices in coastal and fisheries resources management and implementation.

Specifically, for sharing of knowledge and best practices, the GEF project interventions’ success stories, best practices and other related essential information during the implementation would be documented and shared through appropriate information technology to capture the knowledge and experience of PRDP-GEF on coastal resource and pollution management. These will be linked to the knowledge sharing portal of the PEMSEA-MSP that will connect to the World Bank Knowledge Portal to be established under the Global Partnership for the Oceans. This will provide global data on a series of ocean health indicators including length of coastline/country under ICM.

Engaging the PEMSEA-MPS with corresponding organizational and financial supports from the PRDP-GEF, it is expected that the Regional Knowledge Portal Platform will be effectively and sustainably implemented and will translate into positive impact in the aspects of social, economic, environment, technical and political strengths of the covered LGUs as well as the community beneficiaries. Management approach would be participatory particularly in the planning, and regular feed-backing and reporting of implementation, which would result to improved monitoring, sustained positive incremental change of Integrated Coastal and Fisheries Resources Management cum Sustainability Plan (ICFRM-SP) implementation, and good governance experience and practices that would be competently worthy for replication/expansion to other areas with related initiatives. Furthermore, the ICFRM-SP will likewise serve as an important reference for the future enhancement of the GEF-covered Provincial LGUs’ respective Provincial Commodity Investment Plans.

3.0 Area/Site Coverage of GEF

Region	Site/ Province	GEF-covered LGUs	Total No. of LGUs
4A	Tayabas Bay, Quezon Province	1. Agdangan	1

4B	Green Island Bay, Palawan Province	1. Roxas	1
5	Ticao Pass, Sorsogon & Masbate Provinces	1. Bulan 2. Matnog 3. Magallanes 4. Pilar 5. San Fernando	5
6	Guimaras Strait, Guimaras Province	1. Jordan 2. Nueva Valencia 3. San Lorenzo 4. Sibunag	4
7	Danajon Bank, Bohol Province	1. Buenavista 2. Talibon 3. Bien Unido 4. Ubay 5. Carlos P. Garcia	5
8	Guiuan Coast, Eastern Samar Province	1. Lawaan 2. Quinapondan 3. Salcedo 4. Mercedes 5. Guiuan	5
TOTAL	7		21

4.0 Scope of Work

4.1 General

The PEMSEA-MSP (Service Provider), under the supervision of the National Project Coordination Office through close coordination with the GEF-NRM shall primarily undertake the following activities:

- 4.1.1 Carry out needs assessment and prioritization and planning of capacity building activities, in close coordination of the NPCO, GEF unit as well as related units interacting with LGUs, to ensure that planned activities respond to real priority knowledge issue, expressed needs and practical opportunities on the ground;
- 4.1.2 Conduct capability trainings on Information Knowledge Banking System to covered LGUs;
- 4.1.3 Capacitate the LGUs and stakeholders in documentation and feature writing;
- 4.1.4 Facilitate the identification/evaluation of LGU participants to capability trainings;
- 4.1.5 Establish networking and alliance with the LGUs and stakeholders on the standard operating procedures in submitting, sanitizing of the write-up on success stories and best practices for ICM;
- 4.1.6 Develop and manage the PRDP-GEF-PEMSEA IKM portal; and

- 4.1.7 Monitor and assess effectiveness of knowledge products and processes together with NPCO, to ensure their continued relevance and meaningful use and results.

4.2 Required Outputs and Deliverables

- 4.2.1 Needs assessment and plans for documentation and knowledge exchange;
- 4.2.2 Training Design/Manual for IKM Portal System Operations Workshop and Feature/Technical Writing
- 4.2.3 Outline/Format of the Feature and/or Technical Writing and other related attached documents;
- 4.2.4 List of identified potential participants from LGUs & PRDP-GEF stakeholders with corresponding qualification/ CVs;
- 4.2.5 Formulated/Developed Policies, Systems and Procedures for Standard Operating Procedures on the processing and sanitizing of write up prior to publication;
- 4.2.6 Develop the operational IKM portal system facilities; and
- 4.2.7 Regular reports (every two months) on implementation progress and outcomes.

The PEMSEA-MSP during this engagement will deliver the necessary outputs and results in accordance to the schedules agreed with the PRDP NPCO.

5.0 Estimated Cost and Schedule of Payment

The cost will be **TWO MILLION PESOS ONLY (Php2,000,000.00)** inclusive of professional fees, travel cost, supplies, equipment, communications, scoping or pre-test incidentals, event-based support services, cost of meetings with PSOs, RPCOs & PPMIUs, trainings & workshops, meals & accommodations, briefings and de-briefings, among others.

6.0 Minimum Qualifications and Requirements

Considering that PEMSEA-MSP is recognized as collaborative partner technical expert in IKM by the Global Environment Facility for PRDP, therefore immediate and direct contracting would be applicable in this engagement.

7.0 Logistics and Administrative Requirements

The PEMSEA-MSP shall have its own facilities/equipment (computer units, supplies, materials and communications) and manpower, including administrative staff to be deployed to complete the assignment within the specified duration of the engagement. On the scoping or pre-test, PEMSEA shall take charge of all incidental cost of the activity chargeable against its Consultancy Fee.

During training and planning workshops, the PEMSEA shall prepare and provide a copy of the training program design for the said event which will be reproduced for distribution to the participants prior to the actual conduct of the activity.