



Procurement of Professional Services

REQUEST FOR PROPOSALS

for

Procurement

of

**Detailed Engineering Design (DED)
for the Central Luzon-Pampanga River
Floodway Project under Infrastructure
Preparation and Innovation Facility (IPIF)-
Second Additional Financing, Output 2: Water
Projects, ADB Loan
No. 4424-PHI**

Issued on: August 2024

Request for Proposals No.: _

OCB No.: _____

Client: Department of Public Works and Highways

Country: Philippines

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Abbreviations

ADB	Asian Development Bank
BTP	biodata technical proposal
CMS	consultant management system
CQS	consultants' qualifications selection
CSC	consultant selection committee
CSRN	consulting services recruitment notice
CV	curriculum vitae
EA	executing agency
EOI	expression of interest
ETP	evaluated total price
FBS	fixed-budget selection
FTP	full technical proposal
ICS	individual consultants selection
LCS	least-cost selection
MDB	multilateral development bank
OAI	Office of Anticorruption and Integrity
PES	personnel evaluation sheet
QBS	quality-based selection
QCBS	quality- and cost-based selection
RFP	request for proposal
SES	summary evaluation sheet
SRFP	standard request for proposal
SSS	single-source selection or direct contracting
STP	simplified technical proposal
TOR	terms of reference
UN	United Nations

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS (RFP)

RFP No.: CS-02

**Selection of Consulting Services for:
Detailed Engineering Design (DED)
for the Central Luzon-Pampanga River Floodway Project
under Infrastructure Preparation and Innovation Facility
(IPIF)- Second Additional Financing, Output 2: Water
Projects, ADB Loan No. 4424-PHI**

**Client: Government of the Philippines
Department of Public Works and Highways (DPWH)**

Country: Republic of the Philippines

**Project: Second Additional Financing of Infrastructure
Preparation and Innovation Facility**

**Issued on:
August 2024**

Preface

This Request for Proposals (“RFP”) has been prepared by **Department of Public Works and Highways** and is based on the Standard Request for Proposals (“SRFP”) issued by the Asian Development Bank (“the Bank”), as amended in January 2023.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the Asian Development Bank have required a change.

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Section 1. Letter of Invitation

Date: August 15, 2024
Loan/Grant No. and Title: ADB Loan 4424-PHI, Second Additional Financing of Infrastructure Preparation and Innovation Facility
RFP No: CS02
Location: The Republic of the Philippines
Deadline for submission: October 10, 2024
Advance Contracting: No

[Insert: Name and Address of Consultant ("The Consultant"). In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr./Ms.:

1. The Government of the Philippines (hereinafter called "*Client*") has received financing from the Asian Development Bank (the "*Bank*") in the form of a "loan" toward the cost of the Second Additional Financing of Infrastructure Preparation and Innovation Facility.

The Department of Public Works and Highways (DPWH), an implementing agency of the Client intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Department of Public Works and Highways and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations¹. No party other than the Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "*Services*"): Detailed Engineering Design for Central Luzon-Pampanga River Floodway Project. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted consultants:

¹ Charter of the United Nations, Chapter 7 <https://www.un.org/en/about-us/un-charter/chapter-7>

No.	Name of Consultant	Country of Incorporation	Nature of Association
1	<i>Dohwa Engineering Co., Ltd. in JV with Korea Engineering Consultants Corporation, ISAN Corporation, Saman Corporation and in Association with Engineering and Development Corporation of the Philippines; Schema Konsult, Inc.; ENSOL Global Co., Ltd.</i>	<i>Dohwa Engineering Co., Ltd. – Korea</i> <i>Korea Engineering Consultants Corporation – Korea</i> <i>ISAN Corporation – Korea</i> <i>Saman Corporation – Korea</i> <i>Engineering and Development Corporation of the Philippines – Philippines</i> <i>Schema Konsult, Inc. – Philippines</i> <i>ENSOL Global Co., Ltd. – Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Joint Venture</i> <i>Joint Venture</i> <i>Association</i> <i>Association</i> <i>Association</i>
2	<i>WAPCOS Limited in JV with Jurutera Perunding Zaaba Sdn. Bhd., Training and Technology Transfer Ltd. and in Association with Angel Lazaro and Associates International</i>	<i>WAPCOS Limited – India</i> <i>Jurutera Perunding Zaaba Sdn. Bhd. – Malaysia</i> <i>Training and Technology Transfer Ltd. – New Zealand</i> <i>Angel Lazaro and Associates International – Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Joint Venture</i> <i>Association</i>
3	<i>SMEC International Pty. Ltd. in JV with SAFEGE and in Association with NIRAS Asia Manila, Inc.; SMEC Philippines, Inc.; Haskoning Philippines</i>	<i>SMEC International Pty. Ltd. – Australia</i> <i>SAFEGE – France</i> <i>NIRAS Asia Manila, Inc. – Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Association</i>

		<i>SMEC Philippines, Inc. – Philippines</i>	<i>Association</i>
		<i>Haskoning Philippines, Inc. - Philippines</i>	<i>Association</i>
4	<i>EPTISA Servicios De Ingeniera S.L. in JV with DONGBU Engineering Co., Ltd. and in Association with Pacific Rim Innovation and Management Exponents, Inc.; FILIPINAS DRAVO Corporation</i>	<i>EPTISA Servicios De Ingeniera S.L. – Spain</i> <i>DONGBU Engineering Co., Ltd. – Korea</i> <i>Pacific Rim Innovation and Management Exponents, Inc. – Philippines</i> <i>FILIPINAS DRAVO Corporation – Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Association</i> <i>Association</i>
5	<i>CTI Engineering International Co., Ltd. in JV with Nippon Koei Co., Ltd. and in Association with Philkoei International, Inc.; Woodfields Consultant, Inc.; Kyong-Ho Engineering & Architects Co. Ltd.; CTI Pilipinas, Inc.</i>	<i>CTI Engineering International Co., Ltd. – Japan</i> <i>Nippon Koei Co., Ltd. – Japan</i> <i>Philkoei International, Inc. – Philippines</i> <i>Woodfields Consultant, Inc. – Philippines</i> <i>Kyong-Ho Engineering & Architects Co. Ltd. – Philippines</i> <i>CTI Pilipinas, Inc. – Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Association</i> <i>Association</i> <i>Association</i> <i>Association</i>
6	<i>Ove Arup & Partners Hong Kong Ltd. and in Association with Arup Australia Pty. Ltd.; Engineering and Development Corporation of the Philippines; Ove Arup & Partners International Limited</i>	<i>Ove Arup & Partners Hong Kong Ltd. – United Kingdom</i> <i>Arup Australia Pty. Ltd. – Australia</i>	<i>Lead</i> <i>Association</i>

		<i>Engineering and Development Corporation of the Philippines – Philippines</i>	<i>Association</i>
		<i>Ove Arup & Partners International Limited – United Kingdom</i>	<i>Association</i>

4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a joint venture (JV) partner without the Client's prior consent, which is given only in exceptional circumstances, e.g., when a JV partner is sanctioned or has been declared bankrupt or an occurrence of force majeure.
5. A firm will be selected under Quality and Cost-Based Selection (QCBS) procedures using a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the 2017 ADB Procurement Policy and 2017 Procurement Regulations for ADB Borrowers which can be found at the following website:

<https://www.adb.org/documents/adb-procurement-policy>,
<https://www.adb.org/documents/procurement-regulations-adb-borrowers>.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms, and Grounds for Disqualification of the Experts
Section 3 - Technical Proposal *FTP* - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Eligible Countries
Section 6 - Anticorruption Policy
Section 7 - Terms of Reference
Section 8 - Standard Forms of Contract – Time Based

7. Please inform the Client by August 22, 2024, in writing at Room 502-A, 5th Floor, DPWH Central Office, Bonifacio Drive, Port Area, Manila, or by e-mail ayapana.eric@dpwh.gov.ph / obja-an.mary_grace@dpwh.gov.ph whether you intend to submit a proposal or not.
8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the Instructions to Consultants (ITC).

Yours sincerely,

[Insert: Signature, name, and title of Client's authorized representative]

Section 2. Instructions to Consultants (ITC) including Data Sheet (DS)

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the consultant.
 - (b) “Applicable Guidelines” means the guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the **Data Sheet**.
 - (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
 - (d) “Bank” means the Asian Development Bank.
 - (e) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
 - (f) “Client” means the [implementing or executing agency] that signs the Contract for the Services with the selected consultant.
 - (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
 - (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 of the Form of Contract.
 - (i) “Data Sheet” means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
 - (j) “Day” means a calendar day.
 - (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s) listed in the **Data Sheet**.
 - (l) “Government” means the government of the Client’s country.
 - (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more
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than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) The “Instructions to Consultants (ITC)” (this Section 2 of the RFP) provides the shortlisted consultants with all the information needed to prepare their Proposals.
- (p) The “Letter of Invitation (LOI)” (Section 1 of the RFP) is the letter being sent by the Client to the shortlisted consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually although the Client retains the prerogative to approve or reject the CV of the Non-Key Expert based on the proposed approach and methodology.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) The “Request for Proposals (RFP)” is prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) The “Standard Request for Proposals (SRFP)” must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-Consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) The “Terms of Reference (TOR)” (Section 7 of the RFP) explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 In a timely manner and at no cost to the Consultants, the Client will provide the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

Conflicting activities

3.3.1 **Conflict between consulting activities and procurement of goods, works, or nonconsulting services.** A firm that has been engaged by the Client to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or nonconsulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.

Conflicting assignments

3.3.2 **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

Conflicting relationships

3.3.3 Relationship with the Client's staff. A Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of the [Borrower or the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

3.3.4 Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted consultants together with this RFP all information that would in that respect give such a Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its Anticorruption Policy as set forth in Section 6.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect their site, assets, accounts, records and other documents relating to the submission of the Proposal and execution of the contract, and to have the accounts and records audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in Section 5 (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,

- (a) all partners shall be jointly and severally liable; and
- (b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.2 The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with Section 5 (Eligible Countries). A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

6.2.1 International Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.

6.2.2 National Experts proposed by the firm must meet eligibility requirements as defined in **Data Sheet 1(k)**.

6.3 As an exception to Clauses 6.1 and 6.2 above:

Sanctions

6.3.1 A firm or an individual temporarily suspended or debarred (including cross debarred) by the Bank in accordance with the above Clause 5.1 or in accordance with the Applicable Guidelines shall be ineligible to participate in or to be awarded a Bank-financed, - administered, or -supported contract, or to benefit from a Bank-financed, - administered, or -supported contract, financially or otherwise, during such period of time as the Bank shall determine. A bid from a temporarily suspended or debarred firm or individual will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation. ADB's Complete Anticorruption Sanctions List is contained in the **Data Sheet**.

Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's/Beneficiary's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in respect of goods or services originating in that country, or the Borrower's Country prohibits payments to particular persons or entities or for

particular goods or services by such an act of compliance.

Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

Restrictions for public employees

6.3.4 Government officials and civil servants may only be hired under consulting contracts, as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave²; and (iii) their employment would not create a conflict of interest).

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or

² Staff should have been separated from the agency for at least one year

any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

12. Proposal Validity

- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without the Key Expert's confirmation, the Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 6 of this ITC.

Extension of Validity Period

- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.

Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In this case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons

for the replacement or justification are unacceptable to the Client, the Proposal will be rejected with the Bank's prior no objection.

Sub-Contracting

- 12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may change the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted consultants and will be binding on them. The shortlisted consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted consultants reasonable time to take an amendment into account in their Proposals.

- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JV or as Sub-Consultants, it may do so with either (a) non-shortlisted consultants(s), or (b) shortlisted consultants if permitted in the **Data Sheet**. When associating with non-shortlisted firms in the form of a JV or a sub-consultancy, the shortlisted consultant shall be a lead member. If shortlisted consultants associate with each other, any of them can be the lead member.

	<p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-months) and the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), a biodata technical proposal (BTP) or a simplified technical proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the Data Sheet.</p>
Price Adjustment	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
Taxes	<p>16.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax obligations arising out of the Contract in accordance with the instructions in the Data Sheet.</p>
Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>

**Currency of
Payment**

16.5 Payment under the Contract shall be made in the currency or currencies stated in the Proposal.

C. Submission, Opening and Evaluation

**17. Submission,
Sealing, and
Marking of
Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies required is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. If there are discrepancies in the delivery time of the original or copies, the time of delivery of the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," "[insert Name of the Assignment]," reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name

and address of the Consultant, and with a warning “**Do Not Open With The Technical Proposal.**”

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked “**Do Not Open Before** [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by shortlisted consultants or anyone on behalf of the Consultant to improperly influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Bank's prevailing sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.
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19. Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to the proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to the provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation in accordance with the process specified in the **Data Sheet** and solely on the basis of the submitted Technical and Financial Proposals.
- 20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal. In exceptional cases and with prior approval of the Bank, the Client may request clarifications relating to minor clarifications or corrections of obvious errors or inconsistencies. This request shall be made in writing and copied to the Bank.
- 20.4 Any request for clarification must be sent and responded to in writing and should be date-stamped.

21. Evaluation of Technical Proposals

- 21.1 The Client's evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score. A
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Proposal shall be rejected if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for Quality-Based Selection

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals for Quality- and Cost-Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing the Consultants that have achieved the minimum overall technical score and inform them of the date, time and location of the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's discretion.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of the Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the Record of Opening of Financial Proposals shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction is made to the Financial Proposal.

24.2 In accordance with 16.1 above, the Consultant is required to submit a detailed price proposal³. The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. If there is a discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of a unit price with the quantity and the total price, or (iii) between words and figures, the former will prevail. In case there is a discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantity indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

25. Taxes

Except as set out in the **Data Sheet**, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

26. Conversion to Single Currency

26.1 For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that will achieve the highest combined technical and financial score will be invited for negotiations.

Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the Technical Proposal with the highest score that does not exceed the budget indicated in the RFP, and invite the Consultant to negotiate the Contract.

³ If only a fixed-price proposal is required by the Client (i.e. without any breakdown of costs), the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

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- Least-Cost Selection (LCS)** 27.4 In the case of LCS, the Client will select the Consultant with the lowest evaluated total price among the consultants that achieved the minimum technical score, and invite the Consultant to negotiate the Contract.

D. Negotiations and Award

- 28. Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s). The representative must have a written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.
- Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding this, the substitution of Key Experts at the negotiations may be considered if it is due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract. The substitute shall have equivalent or better qualifications and experience than the original Key Expert.
- Technical negotiations** 28.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- Financial negotiations** 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal
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for a Lump Sum contract, subject always to adjustment pursuant to 24.2 above, shall not be negotiated.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If the disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so in writing. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

31. Procurement-Related Complaint

31.1 The procedures for making a procurement-related complaint are as specified in the **Data Sheet**.

E. Data Sheet

A. General	
ITC Clause Reference	
1 (b)	<p><u>Applicable Guidelines</u></p> <p>ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations)</p>
1 (c)	<p><u>Country of Applicable Law</u></p> <p>The Republic of the Philippines</p>
1(k)⁴ (definitions)	<p><u>Experts</u></p> <p>ADB differentiates between International and National Experts.</p> <p><u>International Experts</u></p> <p>An International Expert means an expert who has the qualification and experience required for an international position.</p> <p>Note that per ITC 6.2.1, International Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.</p> <p><u>National Experts</u></p> <p>Nationals of the Client's country who possess the appropriate international experience may be considered for assignments that require international expertise in the national's own country.</p> <p>Individuals of ADB member countries who have appropriate authorization to legally reside and work in the country of the assignment but do not hold the nationality of that country may also be considered as national consultants.</p>
2.1	<p><u>Method of Selection</u></p> <p>Name of the Client: Government of the Philippines - Department of Public Works and Highways (DPWH)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) <u>in accordance with 1 b.</u></p>

⁴ Citizenship is determined from the passport the expert holds or other legal document in the case of national experts in certain countries who do not have passports.

2.2	<p><u>Submission of Proposals</u></p> <p>Financial Proposal to be submitted together with Technical Proposal: Yes, but in two separate sealed envelopes.</p> <p>The name of the assignment is: Detailed Engineering Design for Central Luzon-Pampanga River Floodway Project (Package Number CS-02)</p>
2.3	<p><u>Pre-proposal Conference</u></p> <p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: September 5, 2024</p> <p>Time: 9:00 A.M. (Philippine Time).</p> <p>Address: <u>5th Floor, Room 503 – Procurement Service (PrS) Bidding Room, Department of Public Works and Highways Central Office, Bonifacio Drive, Port Area, Manila</u></p> <p>Telephone: 5304-3488</p> <p>E-mail: obja-an.mary_grace@dpwh.gov.ph</p> <p>Contact person or conference coordinator:</p> <p>MARY GRACE N. OBJA-AN</p> <p>Chief, Procurement Service – Consulting Services Division</p> <p>It will also be conducted through Zoom Application and live-streamed on YouTube: https://youtube.com/@DPWH.CO.Consultancy?feature=shared , which shall be open to prospective bidders.</p> <p>Zoom ID: 863 159 4529</p> <p>Password: Dpwh2024</p> <p>Name Format: Consulting Firm's Name_Representative's Name</p>
2.4	<p><u>Information for Proposal Preparation</u></p> <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
6.3.1	<p><u>ADB's Sanctions List</u></p> <p>A published list of debarred firms and individuals is available at the Bank's external website https://www.adb.org/site/Integrity/sanctions https://lnadbg4.adb.org/oga0009p.nsf/alldocs/AANA-AAFBDE?OpenDocument</p>

B. Preparation of Proposals	
9.1	<p><u>Language</u></p> <p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in the English language.</p> <p>All correspondence shall be in the English language.</p>
10.1	<p><u>Documents Comprising the Proposal</u></p> <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and shall be supported by the following or its equivalent as deemed acceptable by the Bank:</p> <ul style="list-style-type: none"> • Certificate of incorporation in an ADB member country • Partnerships duly organized in an ADB member country • Universities, institutions, public sector organizations, and nongovernment organizations that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.).
12.1	<p><u>Proposal Validity</u></p> <p>Proposals must remain valid for one hundred eighty (180) calendar days after the proposal submission deadline (i.e., until: April 8, 2025).</p>

13.1	<p><u>Clarification of Request for Proposal</u></p> <p>Clarifications may be requested no later than twenty-one (21) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p><u>ERIC A. AYAPANA</u> <u>Undersecretary for Operations in Charge of Convergence Projects</u> <u>Chairman, Bids and Awards Committee (BAC) for Consulting Services</u> E-mail: ayapana.eric@dpwh.gov.ph</p> <p><u>with copy to:</u></p> <p><u>RAMON A. ARRIOLA III</u> <u>Project Director, UPMO-FCMC</u> E-mail: arriola.ramon_iii@dpwh.gov.ph</p> <p><u>and,</u></p> <p><u>MARY GRACE N. OBJA-AN</u> <u>Chief, Procurement Service – Consulting Services Division</u> E-mail: obja-an.mary_grace@dpwh.gov.ph</p>
14.1.1	<p><u>Preparation of Proposals – Specific Considerations</u> <u>(Association with Shortlisted Consultants)</u></p> <p>Shortlisted consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>(b) other shortlisted consultants (lead firms and JV partners): No</p>

14.1.2	<p><u>Preparation of Proposals – Specific Considerations</u></p> <p>Estimated input of International Staffs’ time-input: Not applicable.</p> <p>Estimated input of national Staffs’ time-input: Not applicable.</p> <p><i>Estimated total cost of the assignment: \$28,494,325.86</i> including provisional sums and contingency, inclusive of all taxes except for local taxes defined in DS 25</p>
14.1.3	<p><u>Preparation of Proposals – Specific Considerations</u> <u>(Minimum Time and Cost Inputs for Time Based Contracts)</u></p> <p>Minimum time-input of International Experts is : 180 person-months.</p> <p>Minimum time-input of National Experts is: 382 person-months.</p> <p>Refer to the table in Section 7: Terms of Reference (XL. Required Expertise) for the breakdown of minimum person-months required in the proposal.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the Client will adjust the proposal price following the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants). Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants.</p> <p>Proposals that are quoted higher than the required minimum of time-input will not be adjusted.</p>
15.2	<p><u>Format of Technical Proposal</u></p> <p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Please refer to the Checklist of Required Forms in Section 3</p> <p>Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>

16.1	<p><u>Financial Proposal</u></p> <p>Please refer to Section 4 of this RFP document.</p> <p>Provisional sums: <i>USD 3,764,184.01</i></p> <p><i>ECC Application/NCIP Application: USD 41,800.00</i></p> <p><i>IPA Evaluation: USD 643,290.00</i></p> <p><i>Technology and Knowledge Transfer: USD 24,000.00</i></p> <p><i>Field Surveys, Investigation and Studies (20%): USD 3,055,094.01</i></p> <p>Contingency: <i>USD 1,177,625.80</i></p> <p><u>During FP Evaluation</u></p> <p>If the Consultant includes Provisional Sums and Contingency that either exceeds the amount specified, or is less than the amount, or is not required, adjustments will be made by the Client during evaluation.</p> <p><u>After FP Evaluation</u></p> <p>If adjustments are applied, the adjusted Provisional Sum and Contingency amounts shall be noted and discussed during negotiations. Please note that the Provisional Sum and Contingency amounts are at the Client's final discretion and the Client reserves the rights to apply the amounts as specified in the proposal in the final contract.</p>
16.2	<p><u>Price Adjustment</u></p> <p>A price adjustment provision applies to remuneration rates:</p> <p>Yes</p>

16.3 and 25	<p><u>Taxes – Exemption</u></p> <p>None</p> <p><u>Taxes - Reference</u></p> <p>Information on the Consultant's tax obligations in the Client's country can be found https://www.bir.gov.ph/index.php/tax-information.html.</p> <p><u>Taxes - Evaluation</u></p> <p>(ITC 25) Except as set out below, <u>all taxes are deemed included</u> in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>The Client does not take into account the following taxes during financial proposal evaluation. Therefore, the Consultant <u>shall not include</u> the following taxes in its Financial Proposal:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract invoices; and</p> <p>(b) all additional local tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client's country.</p> <p>If the Consultant nevertheless includes the above taxes in its Financial Proposal, <u>no adjustments</u> will be made by the Client for the purposes of evaluation.</p> <p><u>Taxes - Negotiation</u></p> <p>At contract negotiations, the above-described local taxes will be discussed and agreed (using the itemized list as guidance) and added to the contract amount in separate lines, as needed, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Client on behalf of the Consultant.</p>
16.4	<p><u>Currency of Proposal</u></p> <p>The Financial Proposal shall be stated in the following currencies:</p> <ul style="list-style-type: none"> a) Philippine Peso (PHP) b) United States Dollar (USD) <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>Consultant must state local costs in the Client's country currency (local currency): No</p> <p>Note to Consultant on Local Expenses:</p> <p>If Client indicated "Yes," then local expenses indicated by the Consultant and noted by the Client in the Financial Proposal will be paid in the local currency.</p>

C. Submission, Opening and Evaluation	
17.1	<p><u>Electronic Submission of Proposals</u></p> <p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>Submission of Proposals</p> <p>The Consultant must submit:</p> <p>(a) Technical Proposal:</p> <ul style="list-style-type: none"> i. one (1) original and seven (7) copies to the Client; and one (1) softcopy in Portable Document Format (PDF) in flash drive to the Client; and ii. one (1) softcopy in PDF format to ADB Headquarters, Manila at loanconsultingproposals@adb.org and include the following information on the subject line of the email: Client, Country, Project, name of consultant). The FINANCIAL PROPOSAL SHALL NOT BE INCLUDED <p>(b) Financial Proposal: one (1) original to the Client.</p>
17.7 and 17.9	<p><u>Deadline for the Submission of Proposals</u></p> <p>The Proposals must be received at the address below no later than:</p> <p>Date: 10 October 2024</p> <p>Time: 9:00 A.M. (Philippine Time)</p> <p>The Proposal submission address is:</p> <p><u>5th Floor, Room 502-A – Consulting Services Division, Department of Public Works and Highways Central Office, Bonifacio Drive, Port Area, Manila</u></p> <p>The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission:</p> <p><u>For ADB HQ, Manila:</u></p> <p>One (1) softcopy in PDF format to ADB Headquarters, Manila at loanconsultingproposals@adb.org</p> <p><u>For ADB Resident Mission in the Country:</u></p> <p>phco@adb.org</p>

19.1	<p><u>Opening of Technical Proposals</u></p> <p>An online option for the opening for the Technical Proposals is offered: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>The opening shall take place at: <i>same as the Proposal submission address</i> <u>5th Floor, Room 503 – Procurement Service (PrS) Bidding Room, Department of Public Works and Highways Central Office, Bonifacio Drive, Port Area, Manila</u></p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 9:05 A.M. (Philippine Time)</p> <p>It will also be conducted through Zoom Application and live-streamed on YouTube: https://youtube.com/@DPWH.CO.Consultancy?feature=shared</p> <p>Zoom ID: 863 159 4529</p> <p>Password: Dpwh2024</p> <p>Name Format: Consulting Firm's Name_Representative's Name</p>
19.2	<p><u>Information to be read out and recorded during the opening of the Technical Proposals</u></p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
20.2	<p><u>Financial Proposal Evaluation</u></p> <p>The Client will follow the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants), Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants</p>
21.1	<p><u>Evaluation Criteria</u></p> <p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet.</p> <p>The minimum technical score (St) required to pass is: 750 (maximum 1000 points)</p>

23.1	<p><u>Public Opening of Financial Proposals</u> <u>(for QCBS, FBS, and LCS selection methods)</u></p> <p>An online option of the opening of the Financial Proposals is offered: Yes</p> <p>The online opening procedure shall be conducted through Zoom Application and live-streamed on YouTube: https://youtube.com/@DPWH.CO.Consultancy?feature=shared</p> <p>Zoom ID: 863 159 4529</p> <p>Password: Dpwh2024</p> <p>Name Format: Consulting Firm's Name_Representative's Name</p>
26.1	<p><u>Conversion into Single Currency</u></p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: USD (United States Dollar)</p> <p>The official source of the selling (exchange) rate is: Bangko Sentral ng Pilipinas</p> <p>The date of the exchange rate is: 15 days before the proposal submission deadline.</p>
27.1	<p><u>QCBS Only</u></p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:</p> <p>$Sf = 1000 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 90, and</p> <p>P = 10.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>

D. Negotiations and Award	
28.1	<p><u>Negotiations</u></p> <p>Expected date and address for contract negotiations:</p> <p>Date: <u>23^d of November 2024</u></p> <p>Address: UPMO-FCMC Office, Department of Public Works and Highways, Port Area, Manila</p>
30.1	<p><u>Contract Award Notice</u></p> <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>www.dpwh.gov.ph</p> <p>www.philgeps.gov.ph</p> <p>The publication will occur within thirty (30) days after the contract signing.</p>
30.2	<p><u>Date of Commencement of Services</u></p> <p>Expected date for the commencement of the Services:</p> <p>Date: December 20, 2024 at: DPWH Central Office, Bonifacio Drive, Port Area, Manila</p>

31.1**Procurement-Related Complaints**

The procedures for making a procurement-related complaint are detailed in paragraph 1.31 and 1.32 of the Procurement Regulations. If a Consultant wishes to make a procurement-related complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:

For the attention: *ERIC A. AYAPANA*

Title or position: *Undersecretary for Operations in Charge of Convergence Projects / BAC Chairperson, Consulting Services*

Client: *Department of Public Works and Highways*

Project: *Second Additional Financing of Infrastructure Preparation and Innovation Facility*

Email address: ayapana.eric@dpwh.gov.ph

In summary, a procurement-related complaint may challenge any of the following:

- (i) the terms of this Request for Proposal;
- (ii) the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and
- (iii) the Client's decision to award the contract.

APPENDIX 1: SUMMARY AND PERSONNEL EVALUATION SHEET FOR FULL TECHNICAL PROPOSAL

ASIAN DEVELOPMENT BANK												CONFIDENTIAL	
SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS													
[ALL SELECTION METHODS]													
Loan 4424-PHI: Second Additional Financing of Infrastructure Preparation and Innovation Facility													
EVALUATION CRITERIA	Max. Weight	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5		Firm 6	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Qualification	100		0		0		0		0		0		0
a. Experience in similar projects	50		0		0		0		0		0		0
b. Experience in similar geographic areas	50		0		0		0		0		0		0
II. Approach and Methodology	200		0		0		0		0		0		0
a. Understanding of Objectives	40		0		0		0		0		0		0
b. Quality of Methodology	30		0		0		0		0		0		0
c. Innovativeness/Comments on TOR	30		0		0		0		0		0		0
d. Work Program	30		0		0		0		0		0		0
e. Personnel Schedule	30		0		0		0		0		0		0
f. Counterpart Personnel & Facilities	30		0		0		0		0		0		0
g. Proposal Presentation	10		0		0		0		0		0		0
III. Personnel (Areas of Expertise)	700		0		0		0		0		0		0
Key Experts (International)	500		0		0		0		0		0		0
a. Team Leadership *	100	0	0	0	0	0	0	0	0	0	0	0	0
b. Flood Management Design Engineer	70	0	0	0	0	0	0	0	0	0	0	0	0
c. River/Flood Control Engineer	70	0	0	0	0	0	0	0	0	0	0	0	0
d. Hydrologist/Hydraulic Engineer	70	0	0	0	0	0	0	0	0	0	0	0	0
e. Structural Engineer	70	0	0	0	0	0	0	0	0	0	0	0	0
f. RAP Specialist	60	0	0	0	0	0	0	0	0	0	0	0	0
g. Environmental Specialist	60	0	0	0	0	0	0	0	0	0	0	0	0
Key Experts (National)	200		0		0		0		0		0		0
a. Flood Control Design Engineer/Deputy Team Leader	50	0	0	0	0	0	0	0	0	0	0	0	0
b. River/Flood Control Engineer	30	0	0	0	0	0	0	0	0	0	0	0	0
c. Hydrologist/Hydraulic Engineer	30	0	0	0	0	0	0	0	0	0	0	0	0
d. Structural Engineer	30	0	0	0	0	0	0	0	0	0	0	0	0
e. EIA Specialist	30	0	0	0	0	0	0	0	0	0	0	0	0
f. RAP Specialist	30	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1000		0		0		0		0		0		0
Rating: Excellent: 100% Very Good: 90 – 99% Above Average: 80 – 89% Average: 70 – 79% Below Average: 1 – 69% Non-complying: 0% Please refer to F. Disqualification of an Expert, Section 2, RFP.													
Score: Maximum Weight x Rating / 100 * The Team Leader must be identified among the experts.													
Criteria Approved by:		Date Approved:		Evaluation Done by:								Date Evaluated:	
CHAIRPERSON						CHAIRPERSON							

ASIAN DEVELOPMENT BANK										CONFIDENTIAL
PERSONNEL EVALUATION SHEET										
Name of Firm:										
POSITION/AREA OF EXPERTISE	NAME	A		B		C		TOTAL SCORE (A+B+C)		
		General Qualifications		Project-Related Experience		Overseas/Country Experience				
		15%		70%		15%				
		Rating	Score	Rating	Score	Rating	Score			
Key Experts (International)										
a. Team Leadership *			0		0		0		0	
b. Flood Management Design Engineer			0		0		0		0	
c. River/Flood Control Engineer			0		0		0		0	
d. Hydrologist/Hydraulic Engineer			0		0		0		0	
e. Structural Engineer			0		0		0		0	
f. RAP Specialist			0		0		0		0	
g. Environmental Specialist			0		0		0		0	
Key Experts (National)	NAME	A		B		C		TOTAL SCORE (A+B+C)		
		General Qualifications		Project-Related Experience		Experience w/ Intl. Org.				
		15%		70%		15%				
		Rating	Score	Rating	Score	Rating	Score			
a. Flood Control Design Engineer/Deputy Team Leader			0		0		0		0	
b. River/Flood Control Engineer			0		0		0		0	
c. Hydrologist/Hydraulic Engineer			0		0		0		0	
d. Structural Engineer			0		0		0		0	
e. EIA Specialist			0		0		0		0	
f. RAP Specialist			0		0		0		0	
Rating: Excellent: 100% Very Good: 90 – 99% Above Average: 80 – 89% Average: 70 – 79% Below Average: 1 – 69% Non-complying: 0% Please refer to F. Disqualification of an Expert, Section 2, RFP.										
Score: Rating x percentage assigned to criterion * The Team Leader must be identified among the experts.										

F. Disqualification of an Expert

	Zero (0%) rating resulting in disqualification will be given to a nominated expert in particular circumstances:	Reference
1.	The expert is proposed for a national position but does not fulfill the requisite criteria as defined in DS 1(k).	ITC 6.2, DS 1(k)
2.	The expert failed to state his or her citizenship on the curriculum vitae.	ITC 6.1/2, Section 6, TECH-6
3.	The expert is a current employee of the Client.	ITC 6.2/6.3.4, TECH-6
4.	The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest, sanctions, criminal records or other information that would make the expert ineligible under Sections 5 and 6 about the expert.	ITC 3/6.2, Section 5, 6

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should be deleted in the final proposal to be submitted.]

CHECKLIST OF REQUIRED FORMS

Required for FTP, STP or BTP			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP					
√	√	√	TECH-1	Technical Proposal Submission Form.			
√	√	√	TECH-1 Attachment	Proof of legal status and eligibility			
“√” If applicable			TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.			
“√” If applicable			Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members			
FTP	STP	BTP			FTP	STP	BTP
√			TECH-2	Consultant's Organization and Experience.			
√			TECH-2A	A. Consultant's Organization	2	n/a	n/a
√			TECH-2B	B. Consultant's Experience	20	n/a	n/a
√			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	For the FTP, the total number of pages for combined forms TECH-3 (FTP) and TECH-4 (FTP) should not exceed 52. A page is defined as one printed side of A4 or letter-sized paper. Font Size 10 is recommended, so text is readable without zooming.		
√			TECH-3A	A. On the Terms of Reference	n/a	n/a	n/a
√			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
√	√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
√	√	√	TECH-6A	Team Composition, Key Experts Inputs,	n/a	n/a	n/a
√	√	√	TECH 6B	Attached Curriculum Vitae (CV)	5 per CV	5 per CV	5 per CV

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

[Insert location, date]

To: *[Insert name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project under Infrastructure Preparation and Innovation Facility (IPIF) - Second Additional Financing, Output 2: Water Projects, ADB Loan No. 4424-PHI* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

If the Consultant is a Joint Venture (JV), insert the following: We are submitting our Proposal in a joint venture with: *Insert a list with full name and the legal address of each member, and indicate the lead member.* We have attached a copy *insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the joint venture agreement"* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said JV.

OR

If the Consultant's Proposal includes Sub-Consultants, insert the following: We are submitting our Proposal with the following firms as Sub-Consultants: *Insert a list with full names and countries of each Sub-Consultant.*

We, by submitting the Proposal, acknowledge that we have read and understand ADB's Anticorruption Policy and Integrity Principles and Guidelines, both as amended from time to time.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client or cancellation of the contract, if awarded, and/or may result in remedial actions including being sanctioned by the Bank.
 - (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
 - (c) We have no conflict of interest in accordance with ITC 3.
 - (d) We meet the eligibility requirements as stated in ITC 6.
 - (e) We are not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB).
-

- (f) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (i) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (j) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts have been found guilty or convicted of any violation of law that is not a minor traffic violation
- (k) We can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer,
- (l) We understand that it is our obligation to notify the Client and ADB should we, our joint venture or associate partners or subconsultants or any of the proposed experts prepared the TOR for this consulting assignment, become subject to any national or international sanctions, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the **Data Sheet**.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

Annex to Form TECH-1 - Required Information for Sanctions List Checking

Consultant's Information Sheet

Consultant's Information			
		Information of the Consultant	If the Consultant is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/ registration			
Year of constitution/ incorporation/ registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Consultant's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			

Joint Venture and Sub-Consultant Information Sheet

Each Joint Venture partner and Sub-Consultant must fill out this form separately.

Joint Venture / Sub-Consultant Information			
Bidder's legal name		Information of Joint Venture Partner or Sub-Consultant	If any Joint Venture Partner or Sub-Consultant is a subsidiary or branch, information of any parent company/companies
Names	Full Legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/ registration			
Year of constitution/ incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's or Sub-Consultant's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. *Provide here a brief description of the background and organization of your company, and – in case of a JV– of each member for this assignment.*
2. *Include an organizational chart, a list of Board of Directors, and beneficial ownership⁵.*

B - Consultant's Experience

3. *List only previous similar assignments successfully completed in the last twenty (20) years.*
4. *List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

⁵ Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

Duration	Assignment name and brief description of main deliverables or outputs	Name of Client and Country of Assignment	Approximate Contract value (in US \$)/ Amount Paid to Your Firm	Role on the Assignment
<i>Example 1: January 2009– April 2010</i>	<i>Improvement quality of.....”: designed master plan for rationalization of</i>	<i>Ministry of, [insert country]</i>	<i>\$1 million</i>	<i>Lead partner in a JV A&B&C</i>
<i>Example 2: January May 2008}</i>	<i>Support to sub-national government: drafted secondary level regulations on.....</i>	<i>Municipality of....., [insert country]</i>	<i>\$0.2 million</i>	<i>Consultant</i>

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: The Consultant will write its comments and suggestions on the Terms of Reference that could improve the quality or effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A. On the Terms of Reference

[Insert improvements to the Terms of Reference, if any]

B. On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the Client, e.g., administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4 is a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

The suggested structure of the Technical Proposal (in FTP format) is as follows:

- (i) **Technical Approach and Methodology.** *Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Do not repeat the TOR here.*
 - (ii) **Work Plan.** *Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.*
 - (iii) **Organization and Staffing.** *Describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.*
-

FORM TECH-5 (FOR FTP, STP AND BTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	(e.g., Deliverable #1: Report A												
	1. Data Collection												
	2. Drafting												
	3. Inception Report												
	4. Incorporating Comments												
	5.												
	6. Delivery of Final Report to Client)												
D-2	(e.g., Deliverable #2:.....)												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 The duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6A (FOR FTP, STP AND BTP)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's Input (in person/month) per each Deliverable (listed in TECH-5)										Total Time-Input (in months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
International															
K-1	e.g., Mr. A, PAK, 15.06.1954	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [0]							
K-2	e.g., Mr. B, USA, 20.04.1969														
K-3															
NON-KEY EXPERTS															
N-1			[Home] [Field]												
N-2															
										Subtotal					
										Total					

DOB = date of birth.

Consultants should consider the following in the preparation of the Team Composition, Assignment, and Key Experts' Inputs:

- (i) For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- (ii) Months are counted from the start of the assignment or mobilization. There are 22 working (billable) days in 1 month and no less than 8 working hours in 1 working day.
- (iii) "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence, at Client's request.



Full time input
 Part time input

FORM TECH-6B

[Note to Consultant: Each Curriculum Vitae (CV) should have a maximum of five pages]

CURRICULUM VITAE (CV) FOR INTERNATIONAL OR NATIONAL EXPERTS

1. **Proposed Position:** *[TOR Expertise]*
2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*
(Do not abbreviate or use symbols in any portion of the firm or individual name)
3. **Name of Expert:** *[Consultant Name]*
(Do not abbreviate or use symbols in any portion of the firm or individual name)
4. **Current Residential Address:**

Telephone No.:

Fax No.:

E-Mail Address:
5. **Date of Birth:**

Citizenship⁶:

Type of government ID and ID Number.

(please attach a copy of the ID to this form)

⁶ For proposed national experts who are individuals of ADB member countries and have appropriate authorization to legally reside and work in the country of the assignment, but do not hold the nationality of that country, provide supporting documentation as a TECH-6B attachment.

-
6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*
7. **Membership in Professional Associations:**
8. **Other Trainings:** *[Indicate significant training since degrees under 5 - Education were obtained]*
9. **Countries of Work Experience:** *[List countries where expert has worked in the last 10 years]*
10. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*
11. **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]*
- From *[Month/Year]*: _____
- To *[Month/Year]*: _____
- Employer: _____
- Positions held: _____
12. **Detailed Tasks Assigned** *[List all tasks to be performed under this assignment]*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 12.]*
- Name of assignment or project: _____
- Month and Year: _____
- Location: _____
- Client: _____
- Main project features: _____
- Positions held: _____
- Activities performed: _

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH-6 provided team mobilization takes place within the validity of this proposal;
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I do not have conflict of interest in accordance with ITC 3.0;
- (vi) I am not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB);
- (vii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (viii) I have not been found guilty or convicted of any violation of law that is not a minor traffic violation.
- (ix) I can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.
- (x) I understand that it is my obligation to notify the Client and ADB should I become subject to any national or international sanction, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

If the CV is signed by the firm's authorized representative, insert:

- (xi) I, as the authorized representative of the firm submitting this Proposal for the *[insert name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

⁹ This CV can be signed by the authorized representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Section 4. Financial Proposal

[Notes to Consultant shown in brackets and italics provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums and Contingency

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project** in accordance with your Request for Proposal dated *[insert date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Insert amount(s) in words and figures - [in the event the proposal involves multiple currencies, indicate the corresponding amount for each currency].]*, **excluding** the local taxes described in Clause 25 in the **Data Sheet**. *We understand the aforementioned local taxes will be discussed, and the agreed amount will be added to the contract with appropriate provisions at the contract negotiations.*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

During the course of this registration or any engagement, we can accept electronic payments through the international financial system or otherwise discharge ADB's obligations upon initiation of wire transfer and it is our obligation to notify the Client and ADB if we cannot accept electronic payments through the international financial system or otherwise discharge ADB's obligations upon initiation of wire transfer.

Commissions, gratuities or fees that we have paid or will pay to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency or Gratuity	Purpose of Commission

If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."

We agree to permit ADB⁸ or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure to comply with this obligation may constitute "obstructive practice" that may result in debarment and/or contract termination, if awarded.

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

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded,

⁸ ADB's Office of Anticorruption and Integrity (OAI) is the initial point of contact and Investigative Office for allegations of integrity violations involving ADB-related activities.

and may result in further remedial actions, in accordance with ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[FOR A JOINT VENTURE, EITHER ALL MEMBERS SHALL SIGN OR ONLY THE LEAD MEMBER OR CONSULTANT, IN WHICH CASE THE POWER OF ATTORNEY TO SIGN ON BEHALF OF ALL MEMBERS SHALL BE ATTACHED.]

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	[Consultant must state the proposed costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.]			
	Insert foreign currency # 1	Insert foreign currency # 2, if used	Insert foreign currency # 3, if used	Insert local currency, if used and/or required (16.4 Data Sheet)
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums	USD 3,764,184.01			
Contingency	USD 1,177,625.80			
Sub-Total				
Total Cost of the Financial Proposal ⁹				

⁹ Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION ¹⁰

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)¹¹									
1.	Team Leader/Flood Management Design Engineer			30					
2.	River/Flood Control Engineer			12					
3.	Hydrologist/Hydraulic Engineer			12					
4.	Structural Engineer			21					
5.	RAP Specialist			8					
6.	Environmental Specialist			12					
Sub-Total Costs: Key Experts (International)									
KEY EXPERTS (National)									
1.				30					

¹⁰ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

¹¹ As identified in the Summary and Personnel Evaluation Sheet.

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
	Deputy Team Leader/Flood Control Design Engineer								
2.	River/Flood Control Engineer			28					
3.	Hydrologist/Hydraulic Engineer			28					
4.	Structural Engineer			21					
5.	EIA Specialist			28					
6.	RAP Specialist			20					
Sub-Total Costs: Key Experts (National)									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS (International)									
1.	Road/Highway Engineer			8					
2.	Bridge Design Engineer			13					
3.	Geodetic Engineer			16					
4.	Mechanical Engineer			6					
5.				6					

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
	Electrical Engineer								
6.	Geologist			12					
7.	Geotechnical/Soil/Materials Engineer			16					
8.	Biodiversity/Wetland Ecological Expert			8					
Sub-Total Costs: Non-Key Experts (International)									
NON-KEY EXPERTS (National)									
1.	Road/Highway Engineer			14					
2.	Bridge Design Engineer			10					
3.	Geodetic Engineer			21					
4.	Geotechnical/Soil/Materials Engineer			21					
5.	Mechanical Engineer			12					
6.	Electrical Engineer			12					
7.	Geologist			11					

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
8.	GIS Specialist			20					
9.	Quantity/Cost Engineer			5					
14.	Contract and Specification Engineer/Procurement Expert			5					
15.	Construction Planner/Engineer			12					
17.	Ornithologist Expert			8					
18.	IEC Specialist			18					
19.	Economic and Financial Analyst			10					
21.	Land Appraisal Specialist			16					
22.	Social Development and Gender Specialist			12					
23.	IP Specialist			8					
24.				12					

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
	Biodiversity/Wetland Ecological Expert				_____				
1.	NAME NOT REQUIRED FOR PROPOSAL			30	_____				
	Civil Engineer 1				_____				
2.	NAME NOT REQUIRED FOR PROPOSAL			30	_____				
	Civil Engineer 2				_____				
3.	NAME NOT REQUIRED FOR PROPOSAL			30	_____				
	Civil Engineer 3				_____				
4.	NAME NOT REQUIRED FOR PROPOSAL			30	_____				
	Civil Engineer 4				_____				
5.	NAME NOT REQUIRED FOR PROPOSAL			20	_____				
	Jr. GIS Specialist 1				_____				
6.	NAME NOT REQUIRED FOR PROPOSAL			20	_____				
	Jr. GIS Specialist 2				_____				
7.	NAME NOT REQUIRED FOR PROPOSAL			20	_____				
	Jr. GIS Specialist 3				_____				
8.	NAME NOT REQUIRED FOR PROPOSAL			20	_____				
	Jr. GIS Specialist 4				_____				
9.	NAME NOT REQUIRED FOR PROPOSAL			30	_____				

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
	Researcher 1								
10.	NAME NOT REQUIRED FOR PROPOSAL			30					
	Researcher 2								
11.	NAME NOT REQUIRED FOR PROPOSAL			30					
	Researcher 3								
12.	NAME NOT REQUIRED FOR PROPOSAL			30					
	Researcher 4								
13.	NAME NOT REQUIRED FOR PROPOSAL			30					
	CAD Operator 1								
14.	NAME NOT REQUIRED FOR PROPOSAL			30					
	CAD Operator 2								
15.	NAME NOT REQUIRED FOR PROPOSAL			30					
	CAD Operator 3								
16.	NAME NOT REQUIRED FOR PROPOSAL			30					
	CAD Operator 4								
	Add rows, consistent with technical proposal, as needed								

No.	Name	Nationality	Currency	Person-Month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	Currency 1- as in FIN-2 - USD	Currency 2- as in FIN-2 Not Used	Currency 3- as in FIN-2 Not Used	Local Currency- as in FIN-2 6 PHP
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
	Sub-Total Costs: Non-Key Experts								
	TOTAL COSTS:								

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump Sum contracts

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Curren cy	Unit Pric e	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
Reimbursable Expenses								
A. Administrative and Support Staff								
Administrative Officer	30	Months						
Secretary	30	Months						
Encoder	120	Months						
Utility Messenger	60	Months						
B. Airfare								
International Airfares	65	RT						
C. Per Diem								
Per Diem (Foreign)	4,303	Day						

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Currency	Unit Price	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
Per Diem (Local)	3,982	Day						
D. Service Vehicle								
Purchase 4x4 Pick Up (Brand New)	4	Unit						
Operation and Maintenance	120	Months						
E. Office Cost								
Office Supplies	30	Months						
Communication Costs	30	Months						
Reproduction of Plans/Reports and Drawings	30	Months						
Office Rental (Manila/Project Office)	30	Months						
Office Operation & Maintenance (Water, Electricity, etc..)	30	Months						
Office Equipment and Furnitures	1	Lump Sum						
F. Computers and Accessories for Survey								
Laptops with Basic Software	40	Unit						
Desktop Computers with Softwares	30	Unit						
Tablets	20	Unit						

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Curren cy	Unit Pric e	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
<i>Topographic/Cross Section Survey</i>								
<i>Horizontal and Vertical Control</i>								
Primary Controls	51	Mon						
Intermediate Controls	102	Mon						
Vertical Controls (Level Run)	153.43	Km						
Vertical Controls (Level Run)	59	Km						
<i>Topographic Survey</i>								
200m width, 59km CLPR Floodway	1,180	Ha						
Nueva Ecija Ring Dike (155.43km X 100m)	1,554.30	Ha						
6 Viaducts or Bridges along CLPR Floodway	150	Ha						
1 Control Weir	25	Ha						
3 Intake Structures	50	Ha						
60 Sluiceway locations	45	Ha						
<i>Cross-section Survey (DED @ 20m interval)</i>								
440m width, 59km CLPR Floodway	2,596	Ha						
Nueva Ecija Ring Dike (155.43km X 9m)	139.89	Ha						

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Currency	Unit Price	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
6 Viaducts or Bridges along CLPR Floodway	132	Ha						
1 Control Weir	22	Ha						
3 Intake Structures	66	Ha						
60 Sluiceway Locations	300	Ha						
<i>Parcellary Survey</i>								
200m width, 59km CLPR Floodway	1,180	Ha						
Nueva Ecija Ring Dike (155.43km X 60m)	932.58	Ha						
<i>Geotechnical Investigation (@ 20m deep / BH)</i>								
400m width, 59km CLPR Floodway	984	BH						
Nueva Ecija Ring Dike (155.43km)	2,592	BH						
6 Viaducts or Bridges along CLPR Floodway	60	BH						
1 Control Weir	3	BH						
3 Intake Structures	60	BH						
60 Sluiceway locations	60	BH						
<i>EIA Study</i>	1	LS						
<i>Conduct of Information and Education Campaign (IEC)</i>	1	LS						

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Currency	Unit Price	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
<i>Conduct of LAP/RAP Survey</i>	1	LS						
<i>Socio Economic Survey</i>	1	LS						
<i>Flood Inundation Survey</i>	1	LS						
<i>Gender and Development Survey</i>	1	LS						
<i>Geological and Hazard Survey</i>	1	LS						
Sub-Total: Reimbursable Expenses								
Provisional Sums								
A. ECC Application/NCIP Application					41,800			
<i>Air and Noise Quality; Sediment Sampling</i>								
<i>ECC processing - Public Hearings, Fees</i>								
<i>NCIP Processing</i>								
B. IPA Evaluation					643,290			
<i>400m width, 59km CLPR Floodway</i>								
<i>Nueva Ecija Ring Dike (155.43km X 150m)</i>								
C. Technology and Knowledge Transfer					24,000			
D. Field Survey, Investigation and Studies (20%)					3,055,094.01			

Type of Expenses, Provisional Sums and Contingency	Quantity	Unit	Curren cy	Unit Pric e	Currency # 1- as in FIN- 2 - USD	Currency # 2- as in FIN- 2 6 Not Used	Currency# 3- as in FIN-2 – Not Used	Local Currency- as in FIN-2 – Not Used
Provisional Sums					<u>3,764,184.01</u>			
Contingency					<u>1,177,625.80</u>			
Total: Reimbursable Expenses + Provisional Sums + Contingency								

* Provisional Sums and Contingency must be expressed in the currency indicated in the Data Sheet

Section 5. Eligible Countries

For Contracts to be financed by loans from OCR without cofinancing resources:

1.	AFG	Afghanistan	35.	FSM	Micronesia, Federal States of
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru, Republic of
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	Netherlands
7.	BEL	Belgium	41.	NIU	Niue
8.	BHU	Bhutan	42.	NZL	New Zealand
9.	BRU	Brunei Darussalam	43.	NOR	Norway
10.	CAM	Cambodia	44.	PAK	Pakistan
11.	CAN	Canada	45.	PAL	Palau
12.	PRC	China, People's Republic of	46.	PNG	Papua New Guinea
13.	COO	Cook Islands	47.	PHI	Philippines
14.	DEN	Denmark	48.	POR	Portugal
15.	FIJ	Fiji Islands, Republic of	49.	SAM	Samoa
16.	FIN	Finland	50.	SIN	Singapore
17.	FRA	France	51.	SOL	Solomon Islands
18.	GEO	Georgia	52.	SPA	Spain
19.	GER	Germany	53.	SRI	Sri Lanka
20.	HKG	Hong Kong, China	54.	SWE	Sweden
21.	IND	India	55.	SWI	Switzerland
22.	INO	Indonesia	56.	TAJ	Tajikistan
23.	IRE	Ireland	57.	TAP	Taipei, China
24.	ITA	Italy	58.	THA	Thailand
25.	JPN	Japan	59.	TIM	Timor-Leste, Democratic Republic of
26.	KAZ	Kazakhstan	60.	TON	Tonga
27.	KIR	Kiribati	61.	TUR	Turkey
28.	KOR	Korea	62.	TKM	Turkmenistan
29.	KGZ	Kyrgyz	63.	TUV	Tuvalu
30.	LAO	Lao People's Democratic Republic	64.	UKG	United Kingdom
31.	LUX	Luxembourg	65.	USA	United States of America
32.	MAL	Malaysia	66.	UZB	Uzbekistan
33.	MLD	Maldives	67.	VAN	Vanuatu
34.	RMI	Marshall Islands	68.	VIE	Viet Nam

Section 6. Bank's Anticorruption Policy

[Notes to the Client: this Section 6 shall not be modified]

Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents (including their respective officers, directors, employees and personnel) under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
 - (ii) "Fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
 - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
 - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
 - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate

action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹² in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

¹² Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

Section 7. Terms of Reference

DETAILED ENGINEERING DESIGN (CS02)

I.Introduction

The Government of the Philippines requested the Asian Development Bank (ADB) to help finance the Central-Luzon Pampanga River Floodway (CL-PR Floodway) project. The project aims to reduce flood risks, and improve disaster mitigation measures of the area through the construction of flood protection infrastructures, improvement of strategic flood risk management (FRM), and strengthening of community-based FRM measures.

To support preparation of the CLPRF, the Department of Public Works and Highways (DPWH) will hire consulting services following ADB's Procurement Policy (2017, as amended from time to time) and Procurement Regulations for ADB Borrowers (2017, as amended from time to time) using Open Competitive Bidding (international) with quality and cost-based selection and applying a quality to cost ratio of 90:10.

II.Description of the Project

A large portion of the Pampanga River Basin is highly susceptible to floods. Despite the presence of existing flood control systems, flooding and inundation persist as significant challenges. The floodwaters originating upstream in Nueva Ecija slow down the downstream flow within the Pampanga River basin, leading to a delayed onset of flooding. This prolonged inundation extends the submersion of residential and agricultural areas for several weeks to a month, exacerbated by the single outlet through the Pampanga River. Compounded with the high tide at Manila Bay, water in the river rises quickly with continuous heavy downpours then floodwaters submerge low-lying areas of Pampanga and Bulacan that also last from a couple of weeks up to months. Hence, there is a need to control/mitigate flood in the lower and middle Pampanga area, and immediate vicinity of San Antonio Swamp which adversely affects their agricultural, social and economic development. The proposed floodway initially utilizes the San Antonio Swamp as a retarding pond to attenuate the peak runoff of the Rio Chico-Talavera subbasin, thereby, flooding in the Pampanga Delta area will be reduced or mitigated. Pegged at elevation 14.00m, which is the average level of the swamp periphery, the floodway will directly dispose excess runoff to Manila Bay. Subsequently, eliminating flooded areas, in the seven municipalities of Arayat, Santa Ana, Mexico, Santo Tomas, Minalin, Macabebe, and Masantol.

The floodway system encompasses the Upper Pampanga River basin and involves the construction of a floodway channel that runs from the mouth of the San Antonio Swamp, located in the upstream vicinity of Mt. Arayat, directly to Manila Bay. This project effectively divides the flood flows of the Pampanga River Basin into upper and lower sections. The floodway channel spans 59 kilometers in length and 400 meters wide, featuring a compound channel shape consisting of both rectangular and trapezoidal sections and will consider nature-based solutions and room for river concept where technically, socially, environmentally, economically and financially

feasible and viable. It also includes improvement works on the lower Pampanga River from Mt. Arayat to Masantol to optimize its conveyance capacity.

In 2021, DPWH through its consultant, Woodfields Engineers Company, conducted a Feasibility Study (F/S) on the proposed CL-PR Floodway that is designed to accommodate a 100-year flood events has shown to provide significant advantages. The structure could mitigate and reduce flooding in the provinces of Nueva Ecija, Pampanga, and Bulacan. Thus, improving the living environment and quality of life for residents in the mentioned areas. Lastly, the CL-PR Floodway contributes to the promotion of a dynamic economy, enhances ecological stability, and provides a substantial boost to agricultural and aquaculture industries by effectively alleviating flooding.

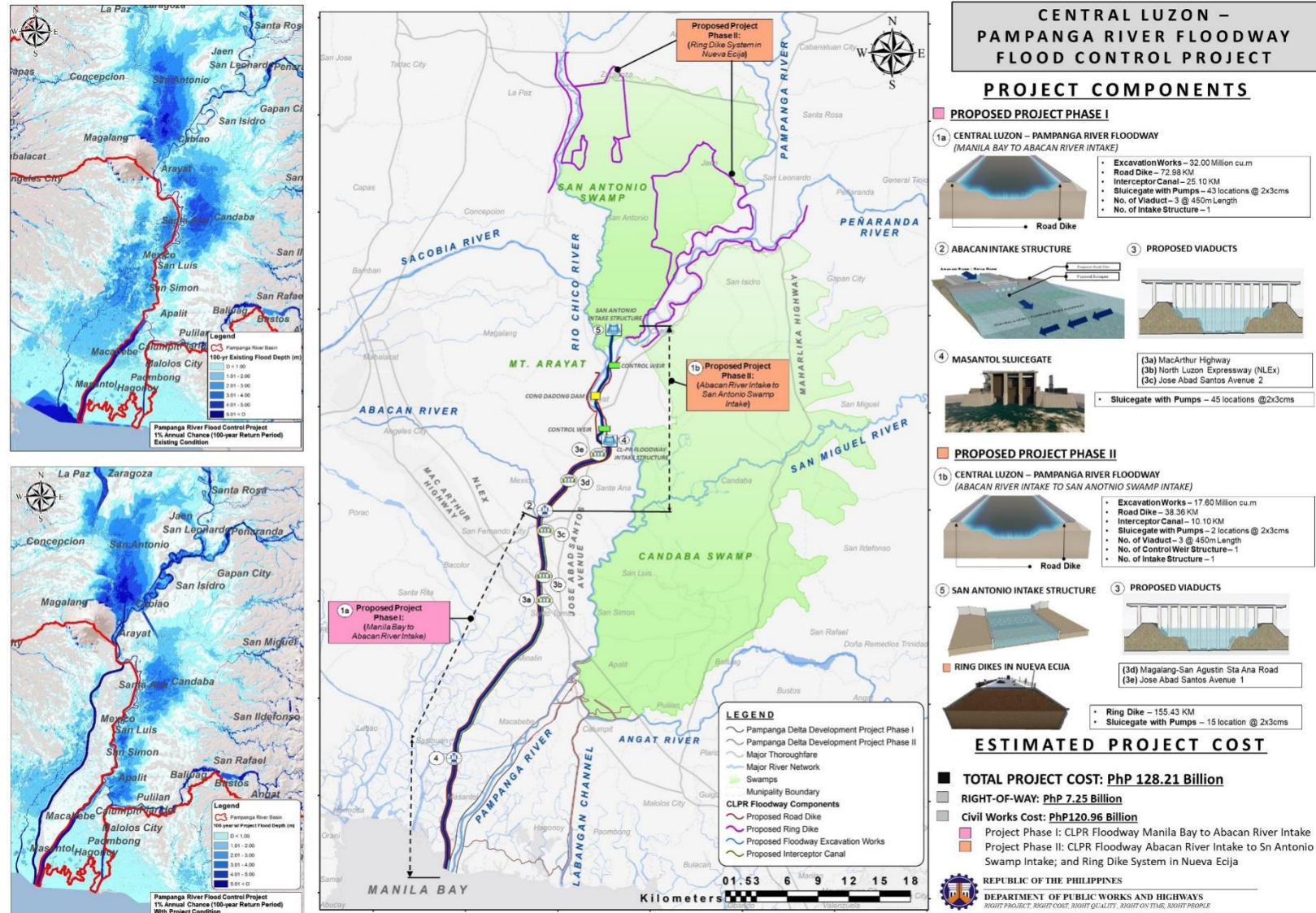


Figure II Location Map of Central Luzon Floodway

III.Objectives and Expected Outputs

The services will:

- (i) review and update the relevant portions of the F/S to incorporate Integrated Water Resources Management (IWRM) features to maximize use of flood water for other purposes through off stream storage and impounding
- (ii) conduct detailed surveys and investigations;
- (iii) prepare the Detailed Engineering Design (DED) for the selected river works considering nature-based solutions as listed below, and room for river towards increased climate resilience of the river systems and linkage to priority wetlands identified through ADB's Regional Flyway Initiative (RFI) within the Pampanga River basin in coordination with DPWH's Bureau of Design (BOD) and/or Unified Project Management Office – Flood Control Management Cluster (UPMO – FCMC);
 - 400 m width Central Luzon – Pampanga River (CL-PR) Floodway including road dikes = 59.00 km
 - Ring Dike System in Nueva Ecija = 155.43 km
 - Interceptor Canal along CL-PR Floodway = 35.20 km
 - Weir Structures located at the Junction of the Pampanga River and CL-PR Floodway
 - Intake Structures located at San Antonio Swamp and Abacan River
 - 60 proposed locations of sluiceway structures with provision of pumps along the CL-PR Floodway
 - 6 proposed locations of viaducts/bridges across the CL-PR Floodway
- (iv) propose recommendation for soft components (i.e. community participation, upgrading of the existing hydrometeorological monitoring systems, and flood forecasting early warning systems within the Pampanga River Basin);
- (v) assist the DPWH in preparing the bidding documents and provide assistance for procurement of civil works and goods packages;
- (vi) prepare the social and environment safeguards documents, complying with ADB and the government of the Philippines requirements, and support securing domestic compliances based on the DEDs and additional investigations;
- (vii) update the economic and financial analysis prepared under the feasibility studies;
- (viii) support/assist the DPWH in the NEDA Investment Coordination Committee approval process as appropriate. The services will consider opportunities for increasing gender and social inclusion.

IV.Detailed Scope of Work

The scope of work of the Consultant shall cover but shall not be necessarily limited to the items listed hereunder.

1.1 General

The services to be carried out by the Consultant, on behalf of and in collaboration with DPWH, are outlined below. The Consultant, with the

assistance of DPWH, shall make all the coordination and arrangement with the agencies concerned. The Consultant shall:

- a. Perform the Study in accordance with accepted professional standards, utilizing sound engineering, economic evaluation practices, environmental and social requirements of the ADB and the Government of the Philippines. The Consultants shall adopt any of the evaluation models recognized and acceptable to the DPWH.
- b. Remain solely responsible for assessing the probable accuracy of the data and other available reference materials formulated and prepared by DPWH, for the preparation of all field surveys and investigations and for the findings and recommendations arising from and presented in their reports.
- c. Recommend technical solutions with respect to type of improvement and/or construction required and appropriate justification.
- d. Consider all environmental and social issues encountered during the technical and economic evaluation.
- e. Identify nature positive opportunities to link components to priority wetlands identified through the RFI, supporting the governments delivery on international commitments to the Ramsar Wetland Convention, Convention on Biological Diversity (CBD) and Convention on Migratory Species (CMS).
- f. Verify the design discharge capacity of the selected countermeasures to the effects of climate change and maximize use of NBS and room for river concept.
- g. Coordinate with the Environmental and Social Safeguards Division (ESSD) of the DPWH – Planning Service with regards to the environmental impact and social assessment of the flood control and river improvement projects, and prepare or update environmental impact assessment and land acquisition plans and resettlement plans, incorporate requirements to be fulfilled by contractors in bidding documents. The consultant shall review all previous studies in line with ADB's Safeguard Policy Statement. Likewise, the Consultant shall comply with the provisions set in the DPWH Right-of-Way Acquisition Manual (DRAM) and take into consideration all environmental and social issues during technical and economic evaluation.
- h. Coordinate with the BOD, particularly on Survey and Investigation requirements, stipulated in the DPWH Design Guidelines, Criteria and Standards (DGCS), Volume 2A: Geohazard Assessment, Volume 2B: Engineering Surveys, and Volume 2C: Geological and Geotechnical Investigations and applicable provisions of existing laws, codes or Department Orders, to minimize the changes/modifications and unnecessary delays in the preparation of final plans.
- i. Update the hydrology and preliminary hydraulic analysis as well as other required design analyses and recommended designs of the project that have been completed in the master plan and feasibility stage following the DGCS Volume III, Water Engineering Projects and other latest applicable provisions of existing laws, codes, or Department Orders such as incorporation of climate change projections and guidelines for the integration of IWRM in flood control projects.

- j. Prepare DED plans (based on required design analyses and structural computations), bill of quantities, cost estimate, specifications and definitive implementation plan primarily involving the design of river improvement works including but not limited to: embankment/dike/floodwall, excavation, river channeling and widening, slope protection works, scour protection works, weirs, jetties, sluice, viaducts, gates and hydraulic equipment.
- k. Prepare the necessary plans with the use of Computer Aided Design (CAD) software and turnover all electronic files of reports, plans, drawings, and other relevant documents to the BOD after completion of the detailed design.
- l. Support/assist DPWH in advancing procurement for civil works packages.
- m. Support/assist DPWH in preparing the documentation for the ICC and in updating the economic and financial analysis.

V. Inception Stage

- 1. Refer to and consider the previous studies (*Feasibility Study and Detailed Engineering Design of Pampanga Delta Development Project Phase II, and Feasibility Study of Proposed Retarding Basin at San Antonio Swamp in Nueva Ecija – Central Luzon - Pampanga River Floodway* prepared by DPWH UPMO – FCMC and Woodfields Engineer Company 2022) in undertaking the DED and determine its adequacy and appropriateness based on new field conditions, detailed surveys, and social and environment conditions.
- 2. Prepare an amendment to the F/S presenting Integrated Water Resources Management (IWRM) features to maximize use of flood water for other purposes through off stream storage and impounding.
- 3. Coordinate with the Flood Control Management Cluster (FCMC) and other concerned offices thru FCMC, the DPWH Regional Offices, other government offices, Local Government Units (LGU), and Non-Government Organizations (NGO) on ongoing and completed development study/project and other studies from related agencies that have relevance to the study undertakings.
- 4. Conduct joint site reconnaissance survey with the concerned Office/Division in the site of the project to confirm the current conditions of the study area if it will influence the selected schemes from the F/S carried out. The field reconnaissance survey shall include, but not limited to the following:
 - a. Survey on existing structures and condition of drainage facilities
 - b. Survey on existing/anticipated slope disaster spots
 - c. Survey on flood conditions (MEFL) and Road Safety Audit
 - d. Interview of concerned communities, and
 - e. Geotagged photographs with brief description.
- 5. Define the work to be done and data required to be collected.
- 6. Identify the points and areas in which the topographical survey, the soils/materials survey and other surveys are to be conducted.

7. Seek DPWH's comments on the Inception Report that will be submitted.

VI. Survey and Investigation

During the Project Inception, the Consultant shall identify the extent of the surveys, investigations and studies considered necessary for preparation of DED and other deliverables. The Consultant shall discuss and agree with the DPWH on the scope and extent of the proposed additional studies. The Consultant shall prepare and submit to DPWH a strategy/plan for undertaking the additional surveys and studies, along with comprehensive detailed technical specifications setting out the objectives of the studies, program, and required deliverables and cost estimates.

All topographic and hydrographic surveys shall conform to the requirements stipulated under the DPWH Design Guidelines, Criteria and Standards (2015) – Volume 2B (Engineering Surveys), Volume 3 (Water Engineering Projects) and Volume 4 (Highway Design), and other applicable provisions of existing laws, codes or Department Orders.

All conduct of topographic and hydrographic surveys and preparation of plans shall be undertaken/supervised by a registered Geodetic Engineer. The Consultant shall closely coordinate with the DPWH's UPMO – FCMC, BOD and Regional/District Engineering Offices.

During the conduct of these surveys, the Consultant shall coordinate with the Implementing Office to schedule and request a representative to verify the survey works by performing a joint field investigation.

The sub-contract costs of the surveys, investigations and studies will be allowed for as provisional sums within the Consultant's contract. All direct costs associated with preparing the scope of and supervising the additional studies will be borne by the Consultant.

The Consultant shall provide suitably qualified personnel to assist with the technical supervision of the additional studies and to review and comment on the results derived from the studies. If necessary, the supervision shall be on a full-time basis. The Consultant shall ensure that adequate progress reports are submitted and that appropriate quality control procedures are put in place by the sub-contractors.

On receipt of interim or final reports from sub-contractors undertaking the surveys and studies, the Consultant shall assess the implications of the results of the surveys and studies and where relevant, identify any requirements for further testing that may have arisen. The Consultant shall seek approval of DPWH to undertake such further testing.

The Consultant is required to prepare interpretative reports summarizing the engineering issues arising from the surveys and studies. This may include geotechnical interpretative reports, and any other reports required to assist with the timely and efficient progress of the detailed design.

VII. Consolidation of Data/Information

The Consultant shall gather all information on the study from different agencies:

- a) Office of Civil Defense – National Disaster Risk Reduction and Management Center/Provincial Disaster Risk Reduction Management Office (OCD NDRMMC/PDRRMO).

The Consultant/s shall identify the following for the respective study area:

- Historical flood and/or debris flow events
 - Location of flood-prone areas
 - Frequency of flooding for the past 10 years
 - Maximum flood depth and duration
 - Date of occurrence of flooding
 - Normal flood depth and duration
 - Causes of flooding
 - Flood survey reports
- b) Administrative Information (Local Government Units)
- Comprehensive Land Use Plan;
 - Population growth distribution;
 - Regional economic growth per capita;
 - Development in the study area with respect to its agricultural and forestry tourism (public and private plans), manufacturing and processing industries, mining, untapped resources, infrastructures, and others.
 - Socio-Economic Profile
- c) Department of Science and Technology – Philippine Atmospheric Geophysical and Astronomical Services Administration (DOST - PAGASA)
- Secure updated and certified data such as the study area's hydrologic, climatic and meteorological conditions.
- d) Department of Environmental and Natural Resources – Environmental Management Bureau/Mines and Geoscience Bureau (DENR – EMB/MGB)
- Verify the land use classification, protected areas, and environmental conditions (river morphology, utilization of riverbed materials, mining activities, and watershed situation) of the study area.
- e) Department of Agriculture – National Irrigation Agency (DA - NIA)
- Identify the irrigation system of the study area
- f) Department of Public Works and Highways
- Determine the different locations of water supply and existing flood control structures such as drainage outlets, dike structures, sabo facilities, etc.
- The Consultant shall liaise with other agencies to acquire the necessary data/information if the data are not available from the government agencies mentioned above.

VIII. Site Inspection and Investigation

- a. Acquire digital elevation model (DEM) data for the whole basin.
- b. Gather hydrologic data such as rainfall, water level, and streamflow data.
- c. Conduct a comprehensive site inspection and gather all the data necessary for evaluating the field's current situation, including calibrating the computed flood hydrograph with the observed hydrograph derived from the streamflow data recorded by the gaging station situated within or close to the studied river basin.
- d. Review and analyze the data from the available current geotechnical investigations, reports, and other studies that have recently been carried out in the target area. Mention its source, the project's horizontal and vertical position, the description of the borehole data, and the name of the project from which it was obtained. Preliminary information on the subsurface conditions (for example, geotechnical parameters) of the site must be derived from geotechnical borehole data, including the results of the laboratory tests.
- e. Gather sediment samples for grain size distribution for sediment transport analysis, if deemed necessary.

IX. Common Surveying and Mapping Requirements

The Consultant shall conduct hydrographic/topographic, longitudinal profile, and cross-section surveys to the extent necessary for the design or selected alternatives and the agreed-upon optimum location adhering to the DPWH DGCS Volume 2B 2015 Edition and applicable provisions of existing laws, codes, or Department Orders, but not limited to:

A. Establishment of Horizontal and Vertical Ground Controls

a) Horizontal Ground Control

Horizontal project controls shall conform to at least third-order precision of the DPWH Horizontal Survey Accuracy for GNSS-based equipment and DPWH Traverse Accuracy Standards for total stations and the like instruments. The established project controls should be connected to at least three (3) existing National Mapping and Resource Information Authority (NAMRIA) PRS'92 stations.

- **Global Positioning System (GPS) Survey**

The Horizontal control (GPS) network in the project shall be tied to an existing national triangulation network established by the NAMRIA which is integrated into the Philippine Traverse Mercator (PTM) System. New GPS stations shall be established at three (3) kilometers intervals along the acceptable location of the riverbank or (3) GPS stations for this specific project. It shall be cast in accordance with the requirement stipulated in Section 2.7.2 of the DPWH DGCS Vol 2B – Engineering Surveys. The Concrete monument shall be marked with a dimension of 40cm x 40cm x 100cm and a 10mm diameter of 100cm long steel bar

embedded at the center of the monument and shall have an inscription of:

{DPWH IMPLEMENTING OFFICE}
{GPS NO.}
{DATA ESTABLISHED}
•
N =
EI =

Requirements	Primary GPS Control	Primary Project Control (BM)	Intermediate Control (IBM)
Cross-Section (Top)	40 x 40 cm	30 x 30 cm	20 x 20 cm
Cross-Section (Bottom)	45 x 45 cm	35 x 35 cm	30 x 30 cm
Length	100 cm	100 cm	80 cm
Protruding Above Ground	20 cm	20 cm	20 cm
Embedded in Ground	80 cm	80 cm	60 cm
Interval	3 km	500 meters	250 meters
Horizontal Accuracy	3 rd Order	3 rd Order	3 rd Order
Vertical Accuracy	2 nd Order	2 nd Order	2 nd Order

- Primary Traverse

The primary traverse must be tied to a GPS station established on the project site. It shall be established using a concrete monument with a dimension of 20cm x 20cm x 60cm and a 10mm diameter of 60cm long steel bar embedded at the center of the monument and shall have an inscription of:

Traverse Sta. No.	Date Established
Coordinates	
Name of Project	

- a) Vertical Ground Control

A vertical control system shall be established for the project area, which will be connected and referred to at least (3) existing benchmarks (BMs). It shall be referred to as a reference datum plane, either the Mean Sea Level (MSL) or the Mean Lower Low Water (MLLW) as established by NAMRIA. In all cases, the datum shall be clearly indicated in the survey plans.

- Benchmarks (BMs)

BMs shall be established at every 500 meters and marked by a concrete monument measuring 30cm x 30cm at the top cross-section and 35cm x 35cm at the bottom cross-section having a total length of 100cm (20cm protruding above the ground and 80cm embedded in ground) with 10mm diameter – 100cm long steel bar embedded at the center of the monument with the inscription of:

{DPWH IMPLEMENTING OFFICE}
 {GPS NO.}
 {DATA ESTABLISHED}
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 N =
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- Intermediate Benchmarks (BMs)

IBMs shall be established at every 250-meter interval and marked by a concrete monument measuring 20cm x 20cm at the top cross-section and 25cm x 25cm at the bottom cross-section, having a total length of 80cm (20cm protruding above the ground and 60cm embedded in ground) with 10mm diameter – 100cm long steel bar embedded at the center of the monument with the inscription of:

{DPWH IMPLEMENTING OFFICE}
 {GPS NO.}
 {DATA ESTABLISHED}
 .
 El =

- Vertical control leveling shall have the following accuracy requirements:

Specifications	2 nd Order Accuracy
Allowable closing error of loops	8.4 mm times sq. root of k
Instrument used	Precise

Where: the distance or length of line in kilometers.

- Line of levels shall begin and end on previously established first-order benchmark. At least 2 benchmarks, which have not changed their relative elevations, must be recovered at each end of the line and at any intermediate location of the line with previous leveling.

B. Topographic/Hydrographic Survey

The Consultant shall coordinate with DPWH UPMP – FCMC, BOD and other offices to gather any available topographic data of the site, underground drainage and utilities within the area of influence to ensure that horizontal and vertical alignments will not affect the existing facilities and to determine if all the data is sufficient for their design.

The Consultant shall undertake a topographic/hydrographic survey using survey equipment/technologies, such as Electronic Total Station, Real Time Kinematic (RTK) survey, Global Position System, Echo Sounder, LIDAR, Global Navigational Satellite System (GNSS) and other surveying equipment in order to gather accurate position of the river, tributaries, existing structures, utilities and other features needed.

The direction of flow, observed flood level, and the ordinary water level shall be recorded based on the information gathered in the locality or among nearby residents.

The Topographic/hydrographic survey shall be extended to not less than 100 meters beyond both banks.

The Consultant shall submit to the implementing office (UPMO – FCMC) the following documents, for review:

- a. One set of plans which shall conform to the standard mapping requirements.
- b. Computation sheets, field notes, reference location plan maps, list of established benchmarks complete with technical description and the draft and final survey plans, cross sections and/or profile shall be first submitted to the Director, BOD through the authorized representative for final review before finalizing the Topographic and Hydrographic survey plans, cross sections and/or profiles for approval.
- c. Such survey plans, cross sections and/or profile shall be subject to the approval of the Director concerned as the case maybe in accordance with the approved delegation authority.
- d. One (1) set of print copies of the survey plans, cross sections and/or profile including any maps/plans referred/used in the conduct of the survey works, together with the corresponding originals, as well as computation sheets, field books, other survey returns complete with signature of the concerned Geodetic Engineer.
- e. The review of the Topographic and Hydrographic survey plans is subject to field verification to minimize changes/modifications and unnecessary delays in the preparation of final survey plans. The review and approval of the said survey plans by DPWH do not relieve the Consultant from responsibility for the accuracy of the survey works and permanency of the horizontal and vertical ground control and reference stations due to improper placement.
- f. Digital Elevation Model (DEM) such as LAS or ASCII File
- g. The survey report shall be prepared and submitted together with the survey plans, profiles and cross-sections for review by the BOD. Survey plans and reports must be compliant to the requirements in the Annex “F” of the DPWH Design Guidelines, Criteria and Standards Volume 2B – Engineering Surveys “Engineering Survey Report QA Checklist”.

C. Cross-section Survey

The cross-section profile shall be prepared using Topographic Survey (B.) result for proposed floodway and ring dike and intervals shall be set referred to DPWH Design Guidelines, Criteria and Standards (2015), Manual for Land Surveys in the Philippines.

Cross-section profile shall be extended from 100m beyond the proposed riverbanks depending if the area is flood-prone. All cross-sections shall be taken facing downstream to draw the configuration of the river. The planned cross-section and Design Flood Level (DFL) shall also be indicated in the cross-section profile.

D. Longitudinal Profile of the River

The longitudinal profile of proposed floodway and ring dike shall be prepared using Topographic Survey (B.) result.

E. Preparation of Topographic/Hydrographic Survey Plans/Returns

The preparation of topographic/hydrographic survey plans shall be undertaken and/or supervised by a registered Geodetic Engineer.

The Consultant shall prepare the following plans (A-3 size sheets or any equivalent paper) as to the quality of workmanship and conformity with the following requirements:

General Requirements

- Title Sheet
- Location Plan
 - Title of the Plan
 - Location plan showing the adjoining Towns, Municipalities/Barangays
 - Vicinity Map
 - General Notes for survey work, including survey accuracy used
 - Legend, symbols, and abbreviations
 - Index map
 - Technical description of all controlling points
- Plans and Profile
 - Project area plotted in the grid coordinates system
 - North arrow direction
 - Match line stationing in every sheet of plans
 - Indicate all topographic/physical features within the limits of the survey area (one hundred to five hundred meters beyond both banks)
 - Contour lines with elevation in meters
 - Ordinary water level (OWL)
 - Maximum experienced flood level (MEFL)
 - Technical description of old and newly established horizontal and vertical ground controls.
 - Name and location of natural and man-made features (rivers, bridges, etc) box culverts, reinforced concrete pipes other waterways properly plotted with the correct direction of water flow indicating the water line elevation.
 - Land use classification
 - Reference points
 - Date and time of the survey
 - GPS at every 3Kms, Bm's at every 500m and IBM's at every 250m interval, respectively
 - Waiver drafted in every sheet of plans
 - Name with signature, License number, signature, and seal of the Geodetic Engineer
 - Name of signatories/approving officials in every sheet of plans
 - Profile along the centerline and along the left and right banks of the river throughout the length of the project.

- Cross-sections
 - Cross sections shall be plotted at every 20 meters interval and 10 to 20 meters at sharp bends with tabulated x-y coordinates
 - Stationing of every cross-section shall be indicated in the plans, facing downstream
 - Ordinary water level (OWL)
 - Maximum experienced flood level (MEFL)
 - Cross section of the river shall be extended by not less than 100 meters beyond both banks.
 - Indicate actual channel configurations such as drainage canals, drainage structures, bridges, and other hydraulic structures and waterways.
 - Indicate actual river configuration, such as river bed and depth of sediment for dredging.
- Survey Report to include the following
 - Original Traverse Data
 - Cross section Digital data of Echo Sounder (soft & hard copies)
 - Certified by the National Mapping and Resource Information Authority (NAMRIA), DENR of horizontal and vertical reference points
 - Location/sketch/pictures of established ground controls (Geotagged Pictures)
 - Field Notes
 - Pictures of existing river structures and survey activities
 - Certificate of calibration of survey equipment used

X. Geotechnical Investigation

The Consultant shall undertake a geotechnical investigation in the study area in accordance with the DPWH DGCS 2015 Volume 2C – Geological and Geotechnical Investigations and Department Order No. 75 series of 2024, “Guidelines for the Conduct of Geotechnical Investigation for all DPWH Infrastructure.” Considerations for such Geotechnical Investigation shall consist of, but not be limited to the following:

- a) Soil drilling and sampling along the proposed dike alignment at intervals of 60-120 meters with drilling depth of at least 15m each unless hard strata are encountered at a shallower depth.
- b) Soil drilling and sampling at the location of pumping station, check / sluice gates and bridges.
- c) Laboratory tests shall be made to verify the soil properties such as, but not limited to shear strength and consolidation properties, particle size, plasticity index, specific gravity, natural moisture content and classification.
- d) For structures, the Consultant shall investigate and conduct soil boring to prescribe depth and spacing at bridge abutments and piers, and at areas affected by slope failures in accordance with the DPWH DGCS Volume 2C, to determine ground and subsurface conditions. Disturbed and undisturbed soil, and rock samples obtained shall be subjected to

physical and mechanical tests and soil mechanics analysis to include shear strength tests necessary for slope stability analysis.

XI. Geologic and Geohazard Assessment Survey

The Consultant shall undertake a Geological and Geohazard Assessment Survey to determine the geological background and identify the geohazards that may affect the foundation stability of the proposed flood control structures and adjacent areas. The requirement and specific procedures for the conduct of geological and geohazard assessment are stipulated in DPWH DGCS 2A & 2C 2015.

XII. DPWH Approval

The Consultant shall present the results of the survey and studies along with an assessment of the implications. If necessary and appropriate the Consultant shall convene a workshop with the interested parties to discuss the final recommendations.

At this stage the Consultant shall seek DPWH's approval to proceed with DED. In this respect the Consultant must agree, as part of the project program, a detailed schedule of deliverables for the detailed design stage to enable subsequent procurement stages and contract award to be planned in detail.

XIII. DED Phase

Before the conduct of this section, the Consultant shall update the design criteria for all elements of the project to reflect the results, conclusions, and implications of any additional surveys and studies or findings. The detailed design shall conform to Philippines and the internationally accepted/applied design standards and, where relevant, reference shall be made to published design and detailing guides. Details of these standards and guides shall be provided in the design criteria.

XIV. Hydrologic, Climate Change and Hydraulic Analysis

The Consultants shall perform hydrologic and hydraulic analysis using hydrological models within the limits of the catchment area including climate change adaptation in accordance with DGCS Volume III – Water Engineering Projects, specifically the analyses as described in Section 3 hydrology and Section 4 Hydraulic Analysis, that will provide the appropriate recommendation for the flood mitigation measure.

a) Rainfall Analysis

Probable rainfall shall be estimated for use in the determination of probable discharge, flow capacity analysis, and planning for the river improvements in the study area.

b) Runoff Analysis

The Hydrologic Engineering Center-Hydraulic Modeling System (HEC-HMS) software from the United States Army Corps of Engineers (USACE) shall be used by the Consultant or another runoff modeling program which is subjected to proponent's consent and must be supported by the following information to be gathered and established:

- Delineated Sub-basins using GIS software
- Modeling of River Basins
- Data Preparation for Hydraulics Elements of the Basin Model
- Establish the Design Hyetograph
- Calculation of Effective Rainfall
- Inundation map for return periods 2, 5, 10, 25, 50 and 100 year return period (with and without improvement)

The Consultant shall establish the design rainfall of 2, 5, 10, 25, 50, and 100-year return periods for comparison and be used in the determination of the design discharge and planning of river/drainage improvements in the area.

If rainfall and streamflow data are available in the basin, the Consultant shall conduct a Hydrological Model Calibration and validation using the data collected. As a result, the monitoring station used shall be evaluated to determine whether it is automated, computerized, or manual.

c) Flow Capacity Analysis of River Channels

It is necessary to ascertain and assess the flow capacity of the main river and any concerned tributaries and afterward to compare the findings with the probable discharges for present and future land use conditions.

d) Water demand analysis

Assess future water demand and identify Integrated Water Resources Management (IWRM) features to maximize use of flood water for other purposes through off stream storage and impounding.

e) Flood Analysis

The Hydrologic Engineering Center-River Analysis System (HEC-RAS) software from the United States Army Corps of Engineers (USACE) shall be used by the Consultant. However, the use of other software like iRIC, may be necessary depending on the complexity of the hydraulic models to be simulated, for example, in the case of a large expanse of floodplain regions. The following task shall be as follows:

- River characterization from a hydraulic standpoint (i.e., cross-sections, the definition of riverbanks and levees, hydraulic roughness, etc.)
- Boundary conditions based on the available data and characterization of the river basin
- Perform flood simulation and damage analysis for 2, 5, 10, 25, 50 and 100year return periods for “without improvement” and “with improvement” scenarios

f) Scouring and Sediment Transport Analysis

The Scouring, Seepage and Sediment Transport Analysis shall be carried out using the DPWH Design Guidelines, Criteria and Standards, Volume 3: Water Engineering Projects, 2015 Ed., or any internationally acceptable methods approved by the BOD.

g) Design Storm Frequency

The Consultant shall adopt the following guidelines in the design of flood control structures in accordance with the DPWH Design Guidelines, Criteria and Standards, Volume 3: Water Engineering Projects, 2015 Ed.

The recommended protection levels for the design of flood control structures are as follows:

River Type	Design Flood
Principal and Major Rivers (40sq.km drainage area and above)	100-year
For Small Rivers (below 40sq.km drainage area)	50-year

Dependent on the review of the Feasibility Studies.

h) Climate Change

The Consultant shall conduct research on all available studies and scenarios regarding climate change and its possible impact on flood risk assessment. The possible impact shall be utilized to determine the possible future climate events, which shall be considered in the hydrologic and hydraulic analyses of the study area.

i) Other Analysis

The Consultant shall conduct backwater, coastal/oceanographic/hydrodynamic analysis for the proposed flood control structure at the outfall in Manila Bay.

XV. Scouring, Seepage and Sediment Transport Analysis

The Consultant shall integrate diverse techniques for a comprehensive evaluation of local soil and sediment conditions. Geotechnical surveys conducted would delve into the surface and subsurface conditions. Laboratory testing, encompassing all required soil index properties and strength, consolidation and permeability test results in accordance with DGCS, Volume 2C (2015), shall provide in-depth insights into soil behavior.

Proper hydraulic modeling software like HEC-RAS will be utilized to simulate water flow patterns, enabling the identification of potential incision or settling areas along the river in the short and long run. On-site inspections and geophysical surveys shall further enhance the accuracy and depth of the analysis. Adapted software like GeoStudio can be used for seepage analysis, mainly across dike structures and embankments.

Utilization of these advanced hydraulic modeling software and comprehensive evaluations of water flow dynamics, scour potential, seepage behavior, sediment transport analysis will be achieved. These integrated techniques and software tools will be pivotal in deriving

appropriate conclusions and formulating effective mitigation strategies for the project.

XVI. Slope Stability and Settlement Analyses

The Consultant shall conduct slope stability and settlement analysis in accordance with DGCS Volume 2C Geological and Geotechnical Investigations, 2015 Edition and other internationally accepted methods for further review and approval by the Bureau of Design/Panning and Design Division/Section. The Consultant shall employ the gathered geotechnical investigation and topographic data combined with detailed on-site inspection. The geotechnical investigation and laboratory testing to be conducted shall provide insight on the stability of inclined slopes and soil strength to resist vertical displacement.

These integrated surveys and laboratory analyses will be used in slope stability software such as Slide2 or MIDAS to evaluate the safety factor in soil or rock slopes. For the settlement analysis, advanced software tools like PLAXIS and GeoStudio shall facilitate numerical modeling and simulations. These software simulations provide precise insights into structural stability, guiding design and reinforcement decisions for both existing and proposed structures, ensuring their enduring safety and reliability.

XVII. Steel Sheet Pile and Structural Analyses

The Consultant shall utilize the gathered geotechnical data, design parameters, soil parameters such as cohesion and internal friction angle and material properties to develop an appropriate analysis. Structural analysis methods, like limit equilibrium and numerical modeling, will assess steel sheet pile walls stability under varying loads and driving depth.

Advanced software tools like PLAXIS, GEO5, ETABS and SAP2000 will facilitate precise numerical modeling and simulations, enabling a comprehensive analysis of factors influencing steel sheet pile performance.

Albeit the F/S recommending the use of steel sheet pile walls, the consultant is not limited to this type of foundation. The consultant may opt to investigate and evaluate other foundation alternatives to identify the most appropriate solution for the project's specific conditions and requirements.

These integrated approaches, merging surveys, laboratory analyses, and software simulations, will offer accurate insights, aiding informed design decisions and ensuring the project's stability and longevity.

XVIII. Bridge Design Analysis

The Consultant shall utilize the collected geotechnical data, design parameters, soil parameters such as cohesion and internal friction angle, and material properties to develop a comprehensive analysis. The Consultant shall undertake the following bridge design analysis tasks, including but not limited to:

- Determine the appropriate type of superstructure, piers, abutments, and foundation based on span length, site conditions, aesthetics, and load requirements.
- Calculate design loads and load factors for the bridge structure.
- Perform structural analysis using software such as MIDAS or STAAD, conducting detailed load calculations and various load combinations to ensure the structure's safety and performance under diverse conditions.
- Conduct moving load analysis and seismic analysis.
- Perform deformation and settlement checks.
- Ensure compliance with relevant design codes and standards, such as DPWH DGCS Volume 5 – Bridge Design 2015 Edition, AASHTO LRFD Bridge Design Specifications, and DPWH Bridge Aesthetics Guidelines, 1st Edition 2018.

XIX. Water Surface Profile Analysis

The Consultant shall adopt a systematic approach, integrating various techniques. Hydraulic modeling methods for water surface profile analysis may encompass one-dimensional steady/ unsteady flow analysis and two-dimensional unsteady flow modeling. These techniques simulate water surface profiles under diverse scenarios. Geospatial data analysis will provide valuable insights into terrain and land use, enhancing the analysis. Essential surveys include detailed topographical assessments capturing ground elevations and drainage patterns, alongside with field survey to capture high water level marks levels and watershed characteristics. Laboratory testing, incorporating sediment analysis for riverbed dynamics will supplements the analysis.

Advanced software tools such as HEC-RAS combine with ArcGIS or QGIS will be utilized for hydraulic modeling and geospatial analysis. Downstream model conditions will be analyzed and the possible impact of climate change in the medium term integrated in the modeling both in terms of sea level when applicable and rainfall patterns.

Integrating these approaches ensures precise insights into water flow patterns and surface profiles. The consultant will produce corresponding flood maps for the different return periods analyzed with and without structures as well as flow velocity maps in order to derive combined risk assessment maps of the areas at stake and develop flood mitigation strategies, ensuring the safety and resilience of the project and the surrounding areas.

XX. Road Design Analysis

The Consultant shall undertake the following road design analysis tasks, including but not limited to:

- Establish necessary dead loads and live loads, incorporating various vehicle types, as well as dynamic loads such as braking, acceleration, and impact forces.
- Determine the optimal pavement structure considering traffic and environmental conditions.
- Assess soil bearing capacity and subgrade stability comprehensively.
- Perform structural analysis to design the pavement layers, including subgrade, subbase, base, and surface layers.
- Recommend suitable construction materials, including aggregates, asphalt, concrete, and reinforcement materials.
- Provide and evaluate the placement and effectiveness of road safety features.
- Ensure adherence to relevant design codes and standards.

XXI. Analysis for Water Pumping Station

The consultant shall the necessary design analyses and calculations such as energy analysis, life cycle analysis, cooling and heating load calculations, hydraulic calculations as per DO 32 s 2011, and other Mechanical, Electrical, Electronic and Sanitary Analyses, if applicable.

XXII. Detailed Engineering Designs

Develop the DED considering nature-based solutions, including storage and impounding facilities, and room for river concept towards increased climate resilience of the river systems and linkage to priority wetlands identified through ADB's RFI within the Pampanga river basin with the corresponding analysis and calculations of the selected countermeasure in accordance with the design criteria and standards established to the required level of protection and to the agreed implementation approach and packaging (i.e. the designs may be developed to the level required for construction to proceed, or be developed for tendering on the assumption that further drawings will be issued during construction).

The Consultant shall use state-of-the-art techniques, software and standards to produce an efficient, robust, and buildable design that complies fully with the design criteria.

If there are constricted areas such as near bridges, scouring analysis shall be undertaken using the provisions in the Design Guidelines, Criteria and Standards of DPWH (2015).

Incorporate the recommendations in the environmental management plan as stipulated in the Environmental Impact Assessment.

Prepare all necessary design drawings at an appropriate and approved scale for implementation; The Consultant shall prepare the specifications based on the DED including but not limited to: (i) Preparatory Works (Access road and temporary facilities, Water and electricity supply system, Field laboratory equipment and safety facilities; (ii) Civil Works

(Excavation/embankment, dikes, revetments, bank protections, retarding basins and other structures where necessary, Construction of foundation/substructures, field/site office, etc.); (iii) Equipment (Water level gauge and rainfall gauge, if necessary, Information transmission facilities).

Seek DPWH's comments on the Detailed Design Report that includes all the items stated above.

The Consultant shall prepare a comprehensive and detailed cost estimate broken down into the different contracts showing the projected expenditure profile throughout the project on a month-by-month basis for each construction contract and any other studies, tests, investigations and works associated with the project. The cost estimate shall be based on accurately estimated quantities and unit rates and shall include appropriate allowances for contractor's preliminaries, overheads, contingencies and all other costs associated with the project.

The Consultant will develop a schedule of unit rates (excluding taxes and duties) for each item of the BOQs. The unit rates will be estimated based on market rates and in accordance with the national regulations.

The POW, ABC, and DUPA shall be prepared in accordance with the following DPWH Department Orders:

- a. D.O. No. 163 series of 2015 "Standard Forms of Program of Works (POW), Approved Budget for the Contract (ABC), and Detailed Unit Price Analysis (DUPA)."
- b. D.O. No. 133 series of 2019 "Prescribing the Use of DPWH Cost Estimation Application (CEA) in the Preparation of Program of Works (POW) and Approved Budget for the Contract (ABC) for Civil Works Projects."
- c. D.O. No. 60 series of 2023 "Revised Standard Pay Item List for Infrastructure Projects."
- d. D.O. No. 35 series of 2018 "Revision on the Adoption of the DPWH Standard Specifications for Highways, Bridges and Airports, Volume II; for Public Works Structure, Volume III; Special Items of Works (SPLs) in DPWH Projects; and Revised Standard Pay Item List for Infrastructure Projects."
- e. D.O. No. 197 series of 2016 "Revised Guidelines in the Preparation of Approved Budget for the Contract (ABC)."
- f. Latest DPWH Construction Materials Price Database.

Prepare the construction execution plan covering construction procedures, construction schedule, location and size of construction camp and equipment motor pool/workshop, safety measures, methodologies to mitigate environmental impacts, disposal sites of dredged materials, materials sources, material transport routes and traffic control measures along the transport routes, and environmental monitoring system;

Study inflow of construction materials and outflow of construction waste and disposal materials and identify all negative impacts; to specify possible mitigation measures in the special provisions of the construction contract.

As a minimum, the program shall identify the periods and interrelationships between the following items:

- Construction of all components of the project including but not limited to the following:
 - o Elements designed by the Consultant;
 - o Seasonal influences that may affect construction;
 - o Identification of material sources;
 - o Need for and availability of major components;
 - o Procurement of special items;
 - o Installation techniques;
 - o Testing of major elements prior to installation
 - o Testing of elements / systems after installation
- Commissioning and handover
- O&M for a period following opening of the crossings.

The program shall also incorporate plans for the implementation of the non-engineering components including environment and social safeguards, gender equality and social inclusion (GESI) strategy, as applicable. The level of program and the software to be used must be agreed with DPWH. The program must be detailed and comprehensive and should identify critical path items.

Prepare the Traffic Management Plan during construction to mitigate traffic congestion, accidents, and among other things that is to be specified in the special provisions of the construction contract. Also, include a Detailed Unit Price Analysis for the materials that is to be used in the Traffic Management Plan.

Perform constructability and value engineering/analysis provided under Volume II: Infrastructure Main Guidelines – Appendix 2.1 DPWH Guide to Value Engineering of the DPWH D.O. 151 series of 2016: DPWH Procurement Manual.

XXIII. Design Review and Approval by the DPWH Bureau of Design (BOD) and UPMO – FCMC

To facilitate the process of the approval of the DED plans by BOD and UPMO – FCMC, the following activities shall be undertaken:

- a. Clearance from BOD and UPMO – FCMC regarding design criteria and specifications
- b. Coordination and discussion with BOD and UPMO – FCMC on the preliminary and final design

For approval of plans the Consultant shall be guided by the DPWH Department Order 127 series of 2023.

XXIV. Value Engineering/Value Analysis

The consultant shall undertake value engineering/value analysis studies which shall analyze alternative construction methodologies and materials of achieving the project objectives in order to delete or reduce the non-essential features and lessen life cycle costs of the project without sacrificing the quality and integrity of the structure, while attaining its essential function, performance, and safety. Based on this analysis, the consultant shall identify the most cost-effective alternative. The study shall be conducted in accordance with the DPWH Guidelines to Value Engineering (2015), NEDA Updated Value Methodology (VM) Handbook (April 2022) and other applicable references/standards.

XXV. Parcellary Survey

In preparation for the ROW Action Plan for the project, the Consultant shall conduct a Parcellary Survey which shall be guided by the DPWH Department Order No. 152 series of 2017, Department Order No. 43 series of 2020, DPWH DGCS Volume 2B Engineering Surveys, 2015 Edition Section 3.3.5.5 Parcellary Survey and its procedural guidelines.

The Consultant shall follow each necessary procedure stipulated in the aforementioned Department Order and submit to the Implementing Office the Parcellary Survey Report for review before requesting for the approval of the Undersecretary for UPMO Operations.

The objective of the Parcellary Survey is to identify affected lots within the Right-of-Way (ROW) limits as indicated in the DED plans for river improvement projects approved by the DPWH Secretary or his authorized representative, and segregate the affected lots for the purpose of registering them in favor of the Government.

The consultant shall provide all labor, instruments/equipment like Global Positioning System, Electronic Total Stations, Electronic Distance Measurement, Theodolites, Transits, etc. calibrated by the DENR Land Management Bureau; materials, supplies, vehicles, etc., necessary to perform satisfactorily the survey works herein required, viz:

- Establishment of horizontal ground controls based on the Philippine Plane Coordinate System or the Philippines Transverse Mercator Grid and/or Executive Order No. 45 (Adopting the Philippines Reference System of 1992 as the Standard Reference System for Survey in the Philippines).
- Traverse Survey
- Research Work on the affected lots/properties.

The Consultant shall identify and detail the parcels of land in coordination with the DPWH and Land Registration Authority (LRA) for information and required data with respect to Alignment of Interest (AOI) in accordance with the Memorandum of Agreement (MOA) between DPWH and LRA on December 19, 2017 or as extended.

XXVI. Preparation of Parcellary Survey Reports

At the conclusion of the Parcellary survey, the consultant shall prepare a Parcellary Survey Plan/Report which shall contain the following information:

General location of the project

a. Parcellary Survey Plan shall consist of the following:

- a.1. Cover sheet
- a.2. Location Plan showing the adjoining Towns, Municipalities/Barangays, vicinity map, general notes, direction of meridian, technical description of all controlling points, legends/symbols, index maps
- a.3. Plotted in grid coordinate system
- a.4. Right-of-way limit
- a.5. Match line stationing in every sheet of plan
- a.6. Name of Municipalities/Barangay/Sitio to be traversed/affected
- a.7. Technical descriptions of monuments/reference points
- a.8. Land classification (residential, agricultural, commercial, industrial)
- a.9. Stationing at every 100 meters interval
- a.10. All corners shall be indicated by small circle with their respective number description
- a.11. Name, license number, date and place of issuance, signature and seal of Geodetic Engineer
- a.12. Date of survey
- a.13. Waiver drafted in every sheet of plans
- a.14. Name of signatories/approving officials in every sheet of plan
- a.15. Indicate per sheet in tabular form the following:
- a.16. Name of claimant/s or owner/s of lots with corresponding lot number and lot areas (remaining and affected) in sq. meter
- a.17. Technical description and tie lines of all lots affected by the ROW
- a.18. Other Related Documents
- a.19. Lot data computation of affected lots
- a.20. The lot data computation that shall delineate the affected area from mother lot shall be prepared on prescribed LMB forms

- Miscellaneous Data

This shall include all research materials and documents pertaining to the affected lots such as certified true copies of OCT/TCT, technical description of the lot, tax declaration of real property and approved subdivision plans in LMB form.

b. Subdivision plans

Subdivision plan shall be in accordance with the requirements of the Land Management Bureau (LMB), DENR, together with other documents to be approved by the said agency to be used for land registration purposes.

c. Index Map of the entire project area showing affected lots

d. Attachments consisting of the following:

- d.1. Copies of original; or transfer certificates of title, tax declarations and lot technical description
- d.2. Tax clearance from landowners
- d.3. Cadastral maps
- d.4. Certificate of Tenancy/Non-Tenancy (if applicable)
- d.5. Maps showing CADC areas (if any)
- d.6. Maps showing military reservation areas (if any)
- d.7. Easement documents from NWRB (if applicable)
- d.8. List and brief description of historical sites/structures (if any)
- d.9. List and maps of proclaimed protected areas from the DENR (if any)
- d.10. Land use plans (either from the CLUP/PPFP or from copies obtained from HLURB)
- d.11. Map showing if the project is located within an NPAA

XXVII. Survey Operations and Submittal of Plans

The Parcellary survey and preparation of Parcellary survey plans and subdivision plans shall be supervised by a duly registered Geodetic Engineers who have adequate experience in the conduct of Parcellary surveys.

The survey operation shall commence immediately upon receipt of the Notice to Proceed (NTP) on the services. The preparation of all documents such as Parcellary plans, subdivision plans and reports shall be completed within the timeframe after the submission of the final design drawings and reports for each corresponding river sections. Prior to submission to LMB and other concerned agencies/offices, the consultant shall submit one (1) set of subdivision plan (print copy) to the BOD for use as reference in the review.

All field data, records, computations, notes, designs, drawings, reports, memoranda, survey plans, map diskettes, and other technical data furnished by the consultant shall remain as properties of the Government which shall have the right to use them for any purpose in the future.

All field data, records, computations, etc. shall be submitted by the consultant in standard DENR/LMB forms subject to field verification, and acceptance of DPWH, BOD.

All other survey requirements not expressly specified herein must conform to the provisions of the Manual for Land Surveys in the Philippines (DA O98-12).

The subdivision plans (sepia copies, approved by the Director, Lands Management Bureau, DENR shall be submitted to DPWH, BOD, together with survey report in one (1) set of print copies.

The Parcellary and subdivision plans and the technical descriptions shall be stored in electronic format and submitted to the DPWH, BOD for permanent storage in the R-O-W data system of the Department.

The review and checking of Parcellary plans shall be undertaken by the DPWH, BOD. At the discretion of the Director, BOD, rejected survey work

items shall be returned to the consultant/Geodetic Engineer who shall perform the additional work to satisfy the requirements of the DPWH at no additional cost to the Government.

The review and approval of the Parcellary survey plans by DPWH do not relieve the Survey Contractor/Consultant from responsibility for the accuracy of the survey works and permanency of the horizontal ground controls and reference stations due to improper placement.

Land Appraisal Survey for Land Acquisition

The Consultant shall conduct a land appraisal survey of the affected structures, lands, crops and trees identified during the Parcellary Survey to determine the corresponding cost for the fair and just compensation. Under R.A. 10752 (Infrastructure Right-of-Way Law), this should be done either by a Government Financial Institution (GFI) or an Independent Property Appraiser (IPA) accredited by the Bangko Sentral ng Pilipinas (BSP). The Land Appraisal shall cover the following items of work:

- a. The appraisal shall cover land, building/structures, crops/trees, and other improvements on the property
- b. Property location and identification inclusive of land data and title verification
- c. Identification of Value Type to be used for the appraisal (i.e. market value, fair market value, etc.)
- d. Conduct Market Analysis and/or Marketability Analysis as deemed necessary
- e. Conduct Highest and Best Use Analysis as deemed necessary
- f. Identification of the Report type to determine the level/degree of detail of the report submitted to the client

The final output will be a comprehensive appraisal report that discloses all information pertinent to the proper valuation of the Property (i.e. dates of which the value applies, basis of valuation, description of the purpose, date, and scope of the appraisal). This document shall be reviewed and approved by the DPWH UPMO – FCMC/DPWH – ESSD before submission to ADB for acceptance.

XXVIII. Environmental Safeguards

The Consultant shall conduct an Environmental Examination in adherence revised procedural manual for DENR Administrative Order No. 30 Series of 2003 (Implementing Rules and Regulations of Presidential Decree No. 1856, Establishing the Philippine Environmental Impact Statement System, 2007), DENR DMO-2023-01 (Additional Guidelines for Projects Applying for an Environmental Compliance Certificate (ECC) which are within or with Close

Proximity to Protected Areas Pas and/or Ramsar Sites), and also the DPWH D.O. No. 159 series of 2022, "Implementation of Social and Environmental Management System Operations Manual." Additionally, the Consultant must conduct either an Environmental Impact Assessment (EIA) or an Initial Environmental Examination (IEE) in full compliance with the Asian Development Bank's Safeguard Policy Statement (ADB SPS) of 2009.

Specifically, the consultant shall perform the following:

- a. Review of pertinent information and existing documents, including master plans, feasibility studies, flood risks assessments, previous reports which is essential for adequately preparing for the assignment and fieldwork, as well as identifying any knowledge gaps that may exist.
- b. Conduct site visits and gather data and information to evaluate the current environmental condition within the study area. Provide a detailed description of the existing environmental conditions within the watershed, emphasizing aspects such as biodiversity, alterations to terrestrial and aquatic habitats, impacts on physical and cultural resources, identification of hazardous areas, assessment of community health status, and evaluation of access to healthcare facilities.
- c. Evaluate the impact of seasonal flooding on communities, infrastructure facilities, and the living environment within the natural surroundings. Identify both adverse and beneficial environmental consequences that may arise from the project, both during its construction and operation phases. Specifically, analyze potential risks associated with alterations in land use, impacts on cultural heritage, noise and vibration levels, water quality, occupational health and safety, mobility of communities, changes in water level, river morphology, and watershed improvement. Additionally, furnish photographic documentation along with GIS-based maps and figures to support the assessment.
- d. Convene with relevant authorities to gather requisite data and information for the identification of potential protected areas, key biodiversity zones, and species listed as endangered under the IUCN Red List. Additionally, assess environmentally critical areas, including the prevalence of endemic diseases among the local population and indigenous communities. Employ the Integrated Biodiversity Assessment Tool (IBAT) to identify critical habitats and endangered species. Undertake comprehensive biodiversity studies, led by specialists, ensuring adherence to the mitigation hierarchy principles, encompassing avoidance, minimization, mitigation, and offset measures within the Environmental Management Plan (EMP).
- e. Investigate potential synergies among environmental, social, climate vulnerability, and technical aspects during the due diligence process, with the aim of identifying co-benefits for both the project and the impacted communities in relation to flood management. Thoroughly identify and address any residual and cumulative impacts, whether direct or indirect, resulting from the project. Moreover, consider the integration of nature-based solutions to effectively manage these impacts.

- f. Provide assistance in organizing public consultations with affected individuals and relevant stakeholders, including representatives from civil society, and facilitate their well-informed participation. Document the entire consultation process along with its outcomes, ensuring that these are thoroughly reflected in the Environmental Impact Assessment (EIA) Report.
- g. Outline and formulate the Grievance Redress Mechanism (GRM) to receive and address complaints, ensuring compatibility with the GRM established in the Resettlement Plan, Indigenous Peoples Plan, and appeal procedures outlined by the Department of Public Works and Highways (DPWH) and the Government of the Philippines (GOP).
- h. Prepare a detailed Environmental Management Plan (EMP) within the EIA report which will include:
 - summary of key impacts;
 - recommendations for environmental mitigation, monitoring, and reporting;
 - institutional arrangements and responsibilities for EMP implementation;
 - proposed capacity building/ strengthening activities; and
 - budget, schedule, frequency, location, and responsibilities for implementation of environmental mitigation, monitoring, and capacity building and institutional strengthening activities.
- i. Prepare an EIA Report that includes annexes of accomplished Rapid Environmental Assessment (REA) and climate change checklist. Furthermore, present a delineation of the environmental monitoring report, synopses of public consultation findings, modeling results, and other pertinent outputs.

In addition, the Consultant will carry out these activities,

- Project categorization using ADB's the Rapid Environmental Assessment Checklist. The ADB SPS 2009 adherence to the national and local environmental requirements of the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB) of the Government of the Philippines, under the Philippine Environmental Impact Statement System (PEISS), is mandatory.

Projects falling within key biodiversity areas (KBA) and protected areas (PA) under the National Integrated Protected Areas System (NIPAS) of the Philippines will be designated as Category A in accordance with ADB SPS. The requirements for projects falling under Category A for environmental considerations, as per ADB guidelines, include: (i) completion of an Environmental Impact Assessment (EIA), (ii) development of an Environmental Management Plan with an accompanying budget, (iii) conducting Public Consultations (at least twice), and (iv) Public Disclosure at least 120 days before seeking approval from the ADB Board.

- Environmental examination and screening (DENR-DPWH). The proposed projects will be subject to screening, with the approval of the Environmental and Social Safeguards Division (ESSD) of the DPWH, to ascertain whether they fall within the scope of the Philippine Environmental Impact Statement System (PEISS) or not. The Environmental Impact Assessment (EIA) Coverage and Requirements Screening Checklist (ESRSC), as outlined in the Revised Procedural Manual of DAO 30-03, will be completed and subsequently submitted to the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB).

XXIX. Social, Poverty and Gender

The primary objective of the Poverty and Social Assessment (PSA) is to present the poverty and social dimensions inherent to the project, particularly within the Pampanga River Basin. This serves as a guiding framework to systematically address poverty and social concerns, ensuring that the policies and investments formulated for the project are both socially equitable and sustainable.

Conversely, the Gender Action Plan (GAP) delineates the analyses conducted on the proposed project through a gender-centric lens. The overarching goal is to devise project components and implementation mechanisms that actively mitigate gender disparity and, concurrently, integrate gender equity concerns seamlessly into the project's framework.

The consultant is required to ensure that the PSA (Poverty and Social Analysis) report aligns with the ADB Handbook on Poverty and Social Analysis (2012), while the GAP (Gender Action Plan) Report adheres to ADB's Policy on Gender Development (1998), Operation Manual C2 on Gender and Development in ADB Operation (2010), Guidelines for Gender Mainstreaming Categories (2011), and relevant Philippines laws and policies on gender mainstreaming. Specific tasks for the consultant include:

- Update and refine the Preliminary PSA and GAP Reports done during the F/S stage.
- Conduct additional data gathering and review of the existing socio-economic conditions of the project, based on new site surveys conducted during the design stage;
- Review existing policies and regulations on poverty and gender;
- Identify the socio-economic profile of key stakeholder groups in the influence areas, disaggregating data by sex;
- Evaluate and identify potential gender and vulnerability-differentiated impacts of the project gender benefits and impacts;
- Identify and assess the capacities of government agencies, Non-Government Organizations (NGOs), and community-based organizations including women's group, that can be leveraged during the project's design and implementation;

- Conduct focus group discussions (FGD) and/or key informant interviews (KII) in project affected areas.

The Socio-Gender Report must include updated PSA and GAP Reports that are acceptable to DPWH-ESSD. These reports will undergo reviewed and approval by DPWH-ESSD and ADB. The consultant shall incorporate the mitigation measures in the final design and technical specifications.

XXX. Right-of-Way Action Plan

The objective of the Right-of-Way Action Plan (RAP) (or the resettlement plan as per ADB requirement) is to provide guidance and actions to be undertaken which will address involuntary resettlement (IR) issues and adverse social impact particularly on indigenous people (IP) brought about by the project in compliance with existing laws. This document will detail the plan of the proponent for social preparation, resettlement implementation and monitoring. The RAP will serve as a legal document to ensure that those physically and economically displaced and adversely affected by the construction of the project are provided with appropriate compensation, entitlements, and assistance.

The pre-RAP prepared during the F/S Phase shall be updated and ensured to be in accordance with the provisions of RA 10752, DPWH DO 152 series of 2017 or the DPWH ROW Acquisition Manual (DRAM) and LARRIP, and consistent with ADB SPS and standards stipulated in the ADB Infrastructure Resettlement Safeguards, which serves as guide on the rules and procedures for the acquisition by the DPWH of right-of-way (ROW) for its infrastructure projects. The Consultant will ensure that the affected persons be consulted, and resettlement information be disclosed to the affected persons as required under OM/F2 and the ADB's Access to Information Policy (2018), and relevant Co-financiers' disclosure policies. The RAP shall contain the number of project-affected families and the potential relocation sites if resettlement of people is required. The consultant shall:

- a. Update and refine the Preliminary RAP done during the F/S stage to include results of parcellary survey and including the following components:
 - Land Appraisal – this may be done by a GFI/IPA as per RA10752
 - o The Classification and use for which the property is suited - Based on, among other things, the latest approved land use plan and/or zoning ordinance, if any, of the city or municipality concerned.
 - o The development cost for improving the land - Based on, among other things, the records and estimates of the City or Municipal Assessor concerned, GFI or IPA for similar or comparable lands
 - o The Value declared by the owners - Based on the value shown in the owners' latest Tax Declaration Certificates or Sworn Statements
 - o The Current selling price of similar lands in the vicinity - Based on, among other things, the latest recourse on Deeds of Sale for similar lands in the office of the Register of Deeds concerned
 - o The Reasonable disturbance compensation for the removal and/or demolition of certain improvements on the land and for the value of

- improvements thereon - Consider, among other things, the replacement cost of the improvements at current market prices as provided in Section 6.6 of IRR of RA 10752.
- o The size, shape or location, tax declaration and zonal valuation of the land - Based on, among other things, the latest records on Deeds of Sale in the Register of Deeds, tax Declaration by the City or Municipal assessor, zonal valuation of the BIR for comparable properties
 - o The price of the land as manifested in the ocular findings, oral as well as documentary evidence presented; and
 - o Such facts and events so as to enable the affected property owners to have sufficient funds to acquire similarly situated lands of approximate areas as those require from them by the government, and thereby rehabilitate themselves as early as possible.
 - Computation of Replacement Costs if Structures/Improvements
 - Computation of Values of Crops and Trees
- b. Work closely with (a) the engineering experts to ensure designs that avoid or minimize land acquisition to the extent possible, documenting all the information; (b) relevant local government authorities, while staying in close touch with developments currently underway in preparing a national resettlement policy;
 - c. Conduct data gathering and review on existing socio-economic condition of the project based on literature and/or monitoring data from the Local Government Units (LGUs), Philippine Statistics Authority (PSA), universities and other academic institutes;
 - d. Review existing policies and regulation on resettlement
 - e. Conduct Public Consultation activities in affected barangays;
 - f. Coordinate with Environmental and Social Safeguards Division (ESSD) - DPWH regarding the formulation of RAP
 - g. Conduct consultation meetings, in coordination with DPWH-ESSD, Regional Office and District Engineering Office concerned with the Project Affected Person's (PAPs) and Local Government Officials prior, during, and after the conduct of the surveys to inform the PAPs of the DPWH Social Policy, establish the MRIC, and to present the compensation and entitlement package to the PAPs. Further public consultation has to be continued in case conflict arises with the PAPs and until such time that the RAP is fully implemented.

The Consultant shall prepare, if necessary, the livelihood restoration program, and assist DPWH in the provision of necessary assistance to Project Affected Families (PAFs) in accordance with policies, existing rules, and regulations of the implementing agency (DPWH) and the funding agency (ADB). More specifically, the Consultant shall:

- a. Review the Resettlement Action Plan (RAP) and to make necessary revision/updates of the RAP based on the results of DED in accordance with the SPS 2009, including entitlement matrix and compensation plan;

coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to PAFs;

- b. Review all the data/information of PAFs collected during the preparation of RAP to established the correct Inventory of Loss. In case new areas to be acquired, carry out census for additional areas;
- c. Assist DPWH in identifying the Entitled PAFs, and in the preparation/updating of the list of Entitled PAPs and “Payment Statement” for individual Entitled PAFs. The places where each Entitled PAFs will be recorded so that DPWH can implement the monitoring of income and living conditions of resettled people;
- d. Assist DPWH in the evaluation of just compensation;
- e. Assist DPWH and the local representatives in organizing consultation and recording the outcome of meeting;
- f. Ensure that the PAFs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparency before they go to the redress committee or the courts of law; and to provide technical services with grievance redress committee for keeping and updating records when necessary;
- g. Prepare the livelihood restoration program and assist DWPH in the provision of necessary assistance for the restoration of income and living conditions of PAFs in coordination with related organizations, when necessary;
- h. Develop a detail mechanism of grievance redress. Formulate grievance redress committees in each locality where land acquisition and resettlement will take place. Provide a list of the grievance redress committees in the updated RP;
- i. Develop a detailed internal and external monitoring mechanism to monitor land acquisition and resettlement;
- j. Assist DPWH in conducting social assessment during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAFs and revise/update the contents of the plans if necessary, based on priorities identified with support of relevant government agencies and Non-Governmental Organizations (NGOs). The following contents should be included in the plans:
 - Skills Training
 - Project related Job Opportunities
 - Provision of social welfare grant
 - Provision of Agricultural Extension Services
 - Provision of the special allowance to vulnerable PAFs;

The RAP Report shall be reviewed and approved by DPWH-ESSD and ADB. The consultant shall incorporate the mitigation measures in the final design and

technical specifications, and coordinate all the activities related to the final RAP report preparation and implementation with the DPWH-ESSD.

XXXI. Indigenous People Plan (if necessary)

In the case that indigenous peoples are present in the project area, the Consultant shall, with the active participation of concerned government agencies, local authorities and other stakeholders, shall prepare Indigenous People Plan in accordance with the Government of the Philippines' and ADB guidelines. The scope of the IPs shall include but not limit to:

- Overview of the characteristics of the ethnic populations in the proposed project area(s), including (i) land, main sociocultural characteristics of the dominant group(s), and sociocultural influence of the dominant group(s) on ethnic minorities; and (ii) for the minority ethnic group(s) — relations of the minority group(s) to the land, main sociocultural characteristics of the minority group(s), and degree of acculturation to the dominant culture (including language, religion, customs, etc.);
- Profile of the dominant and minority ethnic groups in the proposed project area(s), including descriptions of (a) their socioeconomic status, (b) main activities, (c) local resources used by each ethnic group, and (d) formal and informal rights to land and natural resources exercised by each group;
- Existing problems perceived by dominant ethnic group(s) and minority ethnic group(s) in the project area(s);
- Roles of men and women with indigenous communities and assess the relevance of these differences to the implementation of the project (including culturally defined access to land, resources, and/or services).
- Key project stakeholders and elaborate a culturally appropriate and gender-sensitive process for meaningful consultation with Indigenous Peoples at each stage of project preparation and implementation, taking the review and baseline information into account.
- Information disclosure, consultation, and participation process carried out during project preparation. Meaningful consultations should be carried out based on the following key elements:
- In the case of subproject activities requiring broad community support, documentation of the process and outcome of meaningful consultations with affected IP communities and any agreement resulting from such consultations for the project activities and safeguard measures addressing the impacts of such activities.
- Describe the information disclosure, consultation, and participation process to be carried out during project implementation to ensure participation of IP communities during implementation.
- The potential adverse and positive effects of the project based on meaningful consultation with the affected indigenous peoples communities, and measures necessary to avoid adverse effects, or to minimize, mitigate, and/or compensate for such effects and to ensure that the indigenous peoples receive culturally appropriate compensation and benefits under the project.
- On beneficial measures, identify, social and economic benefits that are culturally appropriate and gender responsive.

- The institutional, personnel, and financial capacities of the executing and implementing agencies and other stakeholders working with and for indigenous peoples, and develop and implement a plan for their participation during IPP planning and a strategy for their participation during project implementation.
- Carry out needs assessment and required training to enhance their participation during IP planning and implementation.
- Describe the process of including relevant civil society organizations/non-government organizations in carrying out the measures of the IPP where appropriate.
- Existing grievance redress process of government and IP communities and how the procedures are accessible to IP communities in a culturally appropriate and gender sensitive manner.
- Describe the mechanisms and benchmarks appropriate to the project for monitoring and evaluating IPP implementation including arrangements for participation of IPP communities in the preparation and validation of monitoring and evaluation reports.

XXXII. Detailed Design Report

The Consultant will prepare a detailed design report (DDR) for the project that comprehensively describes the design process, assumptions, analytical techniques and software used to develop the DED and final preliminary engineering design. Reference should be drawn with the design criteria and any other limitations on the design should be clearly identified. The report should provide a summary of key results in graphical or tabular format. The design report should also include a summary of results for any temporary conditions e.g. during construction and during maintenance operations. In this respect, the O&M Manuals should be cross referenced to the Design Report.

The Consultant shall present all the deliverables for the detailed design phase for approval by the DPWH and, where relevant, other concerned parties. This shall include all draft bidding documents and design reports forming part of the DED and final preliminary design. The Consultant shall obtain comments from the DPWH and other relevant stakeholders and address these in revised deliverables as required. The detailed design submission will include the Good-for-Construction drawings showing all the components of the design along with their types, set-out points etc.

XXXIII. Support for the NEDA Investment Coordination Committee Approval Process

The consultant will (i) update, in accordance with ADB Guidelines for the Economic Analysis of Projects 2017, and ADB Guidelines on Financial Management and Analysis of Projects 2, the economic and financial analysis prepared under the feasibility studies; and (ii) support DPWH in preparing the ICC documents for submission to NEDA, considering future loan to cover civil works.

XXXIV. Technology and Knowledge Transfer

The consultant shall be responsible for developing curricula and conducting training sessions and technology transfer as required by the implementing agency, covering but not limited to the following:

- Flood risk management and planning
- Water resources engineering
- Integrated water resources management
- Value engineering
- Nature-based solutions
- Recent technological developments in the field flood control
- Safeguards screening, document preparation and management

XXXV. Stakeholders' Meetings/Public Consultations/Coordination Meetings

At all stage of the services, the Consultant shall undertake/performance stakeholders meetings, public consultations and coordination meetings, in accordance with the health and safety protocols set by the concerned government agencies and LGUs.

- a. Conduct stakeholder meetings to the affected families and beneficiaries to promote public interest and awareness on the project and flood disaster management.
- b. Formulate effective plan/strategy for information campaign/publicity to solve the issues and mitigate measures for the project.
 - Study similar undertakings for campaign/publicity in other countries/projects as basis in the identification of effective measures for the project
 - Preparation of recommendation of each organization and its major task effectively carry out campaign/publicity and sustain it.
- c. Prepare the action program including setting up of manpower functional organization and schedule.
 - Coordinate with Stakeholders Relation Service (SRS) of DPWH in the information campaign/publicity
 - Prepare/organize workshops/seminars on community involvement and cooperation during construction, operation and maintenance, including prevention of informal settlers in the project area
 - Study on the participation and involvement of the community leaders.
- d. Conduct and monitoring of the IEC
 - Based on the action program formulated in the plan, the Consultant, with the assistance of DPWH, NHA and LGUs, sets up organization and its preparation for campaign/publicity. The Consultant will monitor the response of the people to be affected and the agencies concerned with the project implementation in order to adjust to a more effective/detailed action plan of campaign/publicity. The services will include close consultations with DPWH and LGUs.

- Obtain RDC, PDC and MDC endorsements in appropriate section of the TOR.

e. **Conduct of Campaign/Publicity**

Through the proposed organization and the preparation of the detailed action plan, the Consultant will conduct the campaign/publicity for the effective operation and maintenance of the project, as well as, non-structural measures for flood disaster mitigation.

Other government offices such as the Public Information Agency (PIA), Department of Environment and Natural Resources (DENR), Office of the Civil Defense (OCD), Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA), Local Government Units (LGUs), and Non-Government Organizations (NGOs) shall be extensively involved in the Implementation of the information campaign/publicity. With the assistance of the Consultant, the DPWH will make all the coordination and arrangement with the above-mentioned agencies concerned.

XXXVI. Reporting

The Consultant shall prepare and submit the following reports within the period indicated as follows:

Outputs/Deliverables	Schedule	No. of Copies
1. Inception Report These shall outline a detailed work program and describe any modification to the proposed methodology to meet the requirements of the TOR. The report must include initial findings, layout of the forms to be used for various surveys and investigations and identify challenges/constraints in the Study Area. The S-Curve, Time Schedule and Manning Schedule in bar chart form to be duly signed by the approving authorities.	Three (3) months after commencement of the Consulting Services	<ul style="list-style-type: none"> • Draft – two (2) copies • Final – five (5) copies
2. Progress Report This shall consist but not be limited to the following: <ol style="list-style-type: none"> a. Overall summary of accomplishment b. Schedule of Work c. Summary of Findings d. Detailed Progress Chart e. Issues and Concerns 	Monthly, starting one (1) month later after the commencement of the Consulting Services	<ul style="list-style-type: none"> • Draft – two (2) copies • Final – five (5) copies
3. Topographic/Hydrographic Survey Plans and Reports The conduct of topographic and hydrographic surveys and the preparation of the plans and reports shall be undertaken/supervised by a registered Geodetic Engineer and conform to the requirements of Department Order No. 127 Series of 2023. The Consultant shall also submit all digital files of the survey plans and reports submitted, including data on survey points, surface, alignment, plans, profiles and cross-section in AutoCAD/Civil 3D and spreadsheet format (whichever is applicable) and geotagged photos of all established survey control points.	Nine (9) months after the commencement of the Consulting Services	<ul style="list-style-type: none"> • Draft – one (1) copy • Final – one (1) copy

4. Definitive Plan Report The report must include all findings and recommendations for the implementation plan and detailed engineering design based on the results of additional field survey/investigation.	Within ten (10) months after the commencement of the Consulting Services	<ul style="list-style-type: none"> • Five (5) sets
5. Other Reports a. Geotechnical Investigation Reports and Plans b. Geological and Geohazard Assessment Report c. Environmental Impact Assessment Report d. Parcellary Survey Report / RAP Report e. Gender and Development & Social Inclusion Assessment Report f. IPA Evaluation Report g. Value Engineering Report	Submitted as specified in the Implementation Schedule (Annex)	<ul style="list-style-type: none"> • Draft – two (2) copies • Final – five (5) copies
6. Draft Design Plan and Report - Scour Analysis - Seepage Analysis - Sediment Yield and Transport Analysis - Settlement Analysis - Stability Analysis - Steel Sheet Pile Analysis - Structural Analysis - Hydraulic, & Hydrological Analysis - Climate Change Assessment - Detailed Engineering Design Plan - Program of Works (POW) and ABC with Detailed Unit Price Analysis (DUPA) - Bidding Documents	Within twenty-nine (29) months after the commencement of the Consulting Services	<ul style="list-style-type: none"> • Five (5) sets
7. Final Design Plan and Report Comprises of all appropriate revised reports. The Consultant shall submit copies of all plans in A2 size (per Department Order 127, series of 2023 of this Department). The Consultant shall submit a flash drive containing all outputs of the Study including field survey data, drawings, plans and reports.	This shall be submitted within fifteen (15) days upon receipt of comments on the Draft Design Plan and Report from the Client.	<ul style="list-style-type: none"> • Five (5) sets

XXXVII. Location of Assignment

The Consultant shall provide and maintain a project office in Arayat, Pampanga and FCSEC Office, to facilitate co-ordination with the DPWH and other Government offices and departments. The project office shall include a conference/meeting room to accommodate at least 20-30 persons and teleconferencing facilities.

XXXVIII. Meetings and Progress Reports

The Consultant will be required to prepare minutes of each of the meetings and to submit these for approval to the DPWH.

Workshops shall be convened for all concerned parties at which the Interim preliminary design Reports and Final preliminary design Reports will be presented.

The Consultant shall prepare detailed monthly progress reports, which shall summarize all activities undertaken by the Consultant, sub-consultants and subcontractors undertaking any work forming part of the Project.

Each monthly report shall include a summary of the commercial state of the contract and to indicate actual progress compared to planned progress with reference to the Project Program.

The report shall also contain assessment of problems arising, together with details of the measures proposed for their elimination, which have been or are going to be taken and by whom.

The monthly reports shall also contain recommendations concerning any additional construction works or technical assistance which may be considered necessary by the Consultant for the completion, safe operation and cost-effective maintenance of the facilities constructed as a part of the Project.

XXXIX. Implementation Schedule

The services period of the Consultant is estimated to be 30 months, as shown in **Table 1** -Implementation Schedule.

TABLE 1
IMPLEMENTATION SCHEDULE

ITEM OF WORKS		DETAILED ENGINEERING DESIGN																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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XL. Required Expertise

The required minimum personnel and inputs for international key experts are 14 experts and 180 person-months, while the required minimum personnel and inputs for national key experts are 24 experts and 382 person-months, as shown in Table 2 below. The consulting firm can propose one expert for more than one position provided he/she is qualified and there is no conflict of interest. The consulting firm shall provide justification of its proposed team within its approach and methodology. Any adjustment proposed is subject to the DPWH's approval. The consulting firm is expected to clearly indicate the number of person-month inputs for each expert and the minimum time each expert will spend in-country. The firm shall clearly indicate in Form TECH-6a the person-month home and field inputs of each expert. Proposals with less than the total minimum inputs [international and national experts] will be reviewed as follows:

- During TP evaluation: may receive a low rating under the criteria Approach and Methodology, *unless firm can satisfactorily explain the need for fewer inputs.*
- During FP evaluation: DPWH will adjust the missing PM by adding the cost of the expert with highest remuneration in the firm's proposal.

Sample calculation:

Proposed total PM international expert inputs:	90 PM
Minimum PM inputs stated in DS 14.1.3:	100 PM
Missing inputs:	10 PM
Remuneration of the expert with the highest rem:	USD 10,000

Adjustment to be made to the financial proposal

10 PM x USD 10,000 = USD 100,000

During contract negotiations, the firm shall explain their rationale and no additional inputs shall be included in the contract.

All specialists shall contribute as appropriate to the preparation of reports and other deliverables. The firm will administer workshops, seminars, surveys, and training. All specialists must be fluent in the English language.

CVs from key staff (marked Y) from the list below will be scored in SES/PES. CVs of non-key experts may be included in the Technical Proposals but will not be evaluated during technical evaluation. The CVs of the non-key experts will be evaluated on a pass/fair basis for the first-ranked firm prior to contract negotiations.

TABLE 2
REQUIRED EXPERTISE

Staff		No. of Personnel	Months	Staff Months	Key Expert (Included in Tech Evaluation)
A International Key Experts					
1	Team Leader/Flood Management Design Engineer	1	30	30	Y
2	River/Flood Control Engineer	1	12	12	Y
3	Hydrologist/Hydraulic Engineer	1	12	12	Y
4	Structural Engineer	1	21	21	Y
5	Bridge Design Engineer	1	13	13	
6	Mechanical Engineer	1	6	6	
7	Electrical Engineer	1	6	6	
8	Geologist	1	12	12	
9	Environmental Specialist	1	12	12	Y
10	Road/Highway Engineer	1	8	8	
11	Geodetic Engineer	1	16	16	
12	Geotechnical/Soil/Materials Engineer	1	16	16	
13	RAP Specialist	1	8	8	Y
14	Biodiversity/Wetland Ecological Expert	1	8	8	
International Key Experts - Sub Total		14	180	180	
B National Key Experts					
1	Deputy Team Leader/Flood Control Design Engineer	1	30	30	Y
2	River/Flood Control Engineer	1	28	28	Y
3	Hydrologist/Hydraulic Engineer	1	28	28	Y
4	Structural Engineer	1	21	21	Y
5	Road/Highway Engineer	1	14	14	
6	Bridge Design Engineer	1	10	10	
7	Geodetic Engineer	1	21	21	
8	Geotechnical/Soil/Materials Engineer	1	21	21	
9	Mechanical Engineer	1	12	12	
10	Electrical Engineer	1	12	12	
11	Geologist	1	11	11	
12	GIS Specialist	1	20	20	
13	Quantity/Cost Engineer	1	5	5	
14	Contract and Specification Engineer/Procurement Expert	1	5	5	
15	Construction Planner/Engineer	1	12	12	
16	EIA Specialist	1	28	28	Y
17	Ornithologist Expert	1	8	8	
18	IEC Specialist	1	18	18	

Staff		No. of Personnel	Months	Staff Months	Key Expert (Included in Tech Evaluation)
19	Economic and Financial Analyst	1	10	10	
20	RAP Specialist	1	20	20	Y
21	Land Appraisal Specialist	1	16	16	
22	Social Development and Gender Specialist	1	12	12	
23	IP Specialist	1	8	8	
24	Biodiversity / Wetland Ecological Expert	1	12	12	
	National Key Experts - Sub Total	24	382	382	
C Technical Staff					
1	Civil Engineer	4	30	120	
2	Jr. GIS Specialist	4	20	80	
3	Researcher	4	30	120	
4	CAD Operator	4	30	120	
	Technical Staff - Sub Total	16	110	440	
D Administrative and Support Staff					
1	Administrative Officer	1	30	30	
2	Secretary	1	30	30	
3	Encoder	4	30	120	
4	Utility Messenger	2	30	60	
	Sub Total	8	120	240	
	Local Staff Sub Total	48	612	1062	
	Total Personnel	62	792	1242	

XLI. International Experts

Team Leader/Flood Management Design Engineer

Bachelor's Degree in Civil Engineering graduate with minimum of 15 years of professional work experience in flood control master planning, preparation of F/S and DED of flood control/river improvement works. Coordination with LGUs; and projects with land acquisition. Recent experience in nature-based solutions and room for river concept would be an advantage. He/she must be proficient in writing technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. The Team Leader shall be:

- Responsible for the overall management and direction of the Project;
- Responsible for the review and approval of the results; consolidation, preparation, and submission of deliverables.
- Responsible for the conduct of value engineering/value analysis.
- Responsible for the overall management of the DED Team members, including inspection, investigation and assessment of the study areas;
- Leads the planning and conduct of the DED in accordance with the TOR.
- Leads the preparation of the DED Report of the project.

River/Flood Control Engineer

Bachelor's Degree in Civil Engineering graduate with minimum of 10 years of professional work experience in river engineering and flood control projects. He/she must be proficient in writing technical reports in English and can communicate well using the language. Recent experience in nature-based solutions and room for river concept would be an advantage. Knowledge of the local language is preferred. The Design Engineer shall:

- Lead the conduct of field investigation and collection of historical flood reports and supplemental information on the existing condition of flood-prone areas, prevailing conditions of the river and drainage systems.
- Responsible for the preparation of the Flood Control Plan
- Assist in the collection of pertinent data and conduct of field surveys (hydrographic, topographic, drainage, structure, etc.),
- Assist in the identification of Planning Criteria and preparation of Preliminary and Detailed Design Drawings with Cost Estimates.
- Responsible for the technical analysis and location of proposed storage and infiltration facilities that may be required.

Hydrologist and Hydraulic Engineer

Graduate of Bachelor's Degree in Civil Engineer, Water Resources Engineer, Agricultural Engineer, or of related field with minimum of 7 years of professional work experience in hydrological and hydraulic analysis, modeling, and design. He/she must be proficient in writing technical reports in English and can

communicate well using the language. Knowledge of the local language is preferred. He/she shall:

- Be responsible for the preparation of Hydrologic Analyses, which include Rainfall Analysis, Runoff Analysis, Flow Capacity Analysis and Inundation Analysis
- Overall responsibility for the hydraulic analysis of flood control and river improvement works.
- Be responsible for the preparation of Hydrologic Analyses, which include Rainfall Analysis, Runoff Analysis, Flow Capacity Analysis and Inundation Analysis
- Undertake overall responsibility for the hydraulic analysis of flood control and river improvement works
- Conduct inspection, investigation and/ or assessment of the study area to determine the prevailing conditions of the river with emphasis on the hydrologic and hydraulic aspects of the sub-projects.
- Lead the conduct of the flood survey to locate the existing flood control systems, identify the flood-prone areas within the study area,
- Assist in the conduct of a Hydrographic Survey
- Plan and lead the collection of relevant information on historic flood occurrence, flood magnitude, hydrology, climatic and meteorological conditions, etc.
- Provide hydrological/hydraulic inputs including an estimate of runoff discharge to the sub-Project areas and their tributaries for the planning and design of flood control structures, bridges, drainage systems and other related structures.
- Be responsible for the conduct of water balance and flood modeling in each Project area.
- Assist in the collection of supplemental information on the existing conditions of flood-prone areas, as well as identification of alternative improvement plans and overall implementation of the project.
- Consolidates and prepares the Final Hydrologist/Hydraulic Report of the project.
- Assist in the conduct of an Alternative Study for flood mitigation measures.

Structural Engineer

Bachelor's Degree in Civil Engineering graduate with minimum of 7 years of professional work experience in DED of flood control/river improvement works. He/she must be proficient in writing technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. The Civil Works Structural Engineer shall:

- Be responsible for all the structural design works of the Project, such as flood control structures, drainage systems and other river improvement works.
- Review of the existing data and study reports and other relevant documents for consistency and accuracy.

-
- Assist in the conduct of inspection, investigation and/or assessment of the study area to determine the prevailing condition of the river, flood control structures drainage system and other river improvement works.
 - Prepare the Final Structural Design Report of the project.

Bridge Design Engineer

Bachelor's Degree in Civil Engineering graduate with minimum of 7 years of professional work experience in DED of bridges/viaducts. He/she shall:

- Review the soil-mechanical conditions at the bridge site
- Prepare the design criteria for sub-structures and superstructures
- Prepare the complete structural design calculations for bridges
- Prepare the design drawings for bridges

Mechanical Engineer

Bachelor's Degree in Mechanical Engineering graduate with minimum of 7 years of professional work experience in DED of mechanical works of similar projects. He/she shall:

- Coordinate the mechanical design aspect of the project with the Project manager.
- Prepare the Final Mechanical Design Report of the project.

Electrical Engineer

Bachelor's Degree in Electrical Engineer graduate with minimum of 7 years of professional work experience in DED of electrical works of similar projects.

- Responsible for the design of electrical utilities instrumentation and control system.
- Coordinate the electrical design aspect of the project
- Prepare the Final Electrical Design Report of the project.

Geologist

Bachelor's Degree in Geology graduate with minimum of 7 years of professional work experience in Engineering Geology. He/she shall:

- Establish geologic and soil conditions in the field;
- Conduct geo-hazard assessment and recommend appropriate countermeasures to address identified hazards, i.e. earthquake, liquefaction, mass movement such as landslide, subsidence, sinkhole, etc, and
- Prepare the Geological Investigation Report or geological aspect of the geotechnical investigation report.

Environmental Specialist

Graduate of Bachelor's Degree in Environmental Science or any related field with minimum of 7 years of with professional experience in EIA studies of similar projects. He/she should have experience in the conduct of environmental management and monitoring for similar projects. He/she shall provide inputs to

the required deliverables. The EIA Specialist shall lead in the conduct of the following tasks:

- Scoping, baseline and impact assessment works
- Household Surveys
- Preparation of the Environmental Impact Statement (EIS)
- Defense of the EIS, public hearing and other services.
- Prepare the documentation for CNC or ECC application and follow the application

Road/Highway Engineer

Bachelor's Degree in Civil Engineering graduate with minimum of 7 years of professional work experience in DED of roads. He/she shall:

- Review the soil-mechanical conditions for the road area
- Prepare the complete structural design calculations for roads
- Prepare the design drawings for roads

Geodetic Engineer

Bachelor's Degree in Geodetic Engineering graduate with minimum of 7 years of professional work experience in a geodetic survey of similar projects. He/she shall:

- Overall responsibility for the supervision of topographic surveys of the study areas, and overall supervision in the preparation of complete survey plans and data, which will be used as a guide and basis for the Design Engineers
- Review the applicable existing data and study reports, and other relevant documents for consistency and accuracy.
- Locate and identify in plans the various constraints that may interfere with the implementation of the project, including flood control structures and drainage systems;
- Prepare zoning and land use details with emphasis on the river improvement works and the possible relocation of informal settlers.
- Conduct a river survey consisting of a cross-sectional survey and longitudinal profile survey for the main rivers/ drainage systems in the Project areas.
- Establish vertical and horizontal controls at the site for future design and construction references.

Geotechnical Engineer/Soil Materials Engineer

The Geotechnical Engineer/Soil Materials Engineer must be a holder of Master's Degree from a recognized institution/university in Engineering with minimum of 7 years of professional work experience in carrying out geotechnical investigations and surveys for DED especially of flood control/river improvement works. His/her responsibility shall consist of, but not be limited, to the following:

- Interpretations of field and laboratory test results and required geotechnical parameters and analysis/computations

-
- Conclusions and recommendations/appropriate solutions/investigations based on the results of the actual sub-surface explorations conducted
 - Preparation of duly signed required reports pertaining to the geotechnical aspect of the project.
 - Supervise the conduct of soil investigation works, analyze the laboratory results and recommend appropriate foundation structures
 - Responsible for the preparation of the draft and final soil investigation report.

Resettlement Action Plan (RAP) Specialist

Bachelor's Degree in Sociology/Anthropology/Social Science with minimum of 7 years of professional work experience in the conduct of Right-of-Way Action Plans and other social preparations of infrastructure projects. Degrees in other discipline will also be accepted as long as practical work experience in this position is duly substantiated. The RAP Specialist shall be responsible for the formulation of the resettlement action plan and provide inputs to the required deliverables.

- Update and/or prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project affected families (PAFs).
- Assist DPWH in identifying the eligible PAFs, and in preparation/updating of the list of eligible PAFs and 'Payment Statement' for individual eligible PAFs. The places where each eligible PAFs will relocate to are necessary to be recorded so that DPWH could implement monitoring on income and living conditions of resettled persons.
- Monitor land acquisition, involuntary resettlement, and compensation activities being undertaken by DPWH and/or competent authorities, in terms of compliance with conditions stated in the RAP and ADB Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form to be provided by Implementing Office will be filled-up and attached to the Report.
- Assist DPWH in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback on their comments on RAP.

Biodiversity/Wetland Ecological Expert

Bachelor's Degree in Environmental Science or any related field preferably Licensed Environmental – Biodiversity/Wetland Ecological expert with minimum of 7 years of professional work experience in EIA studies of similar projects. He/she should have experience in incorporating nature-based solutions into projects as well as supporting in the development of environmental

management and biodiversity monitoring for similar river and marine projects, with particular experience in mangrove systems. He/she shall provide inputs to the design of the project elements, particularly nature-based solutions and linking this to priority wetlands identified through the ADB Regional Flyway Initiative (RFI). The specialist will also provide inputs to the required standard deliverables as managed by the 'Environment Specialist', namely; EIA reports and Environmental Project Management Plan. The Specialist shall lead in the conduct of the following tasks:

- Biological/Wetland Ecological scoping, baseline and assessment works
- Field Surveys that may include diving activities and surveys for migratory waterbirds
- Coordinate meetings with local LGUs, fisher folks and stakeholders in the related field
- Support design of nature-based solutions elements and linkage to delivery for interests of priority wetlands of the RFI (which may comprise, habitat creation/enhancement, management practices, and pollution prevention amongst others)
- Assistance to preparation of the Environmental Impact Statement (EIS)
- Assist in the defense of the EIS, public hearing and other services.
- Assist in preparation of the documentation for CNC or ECC applications

XLII. National Experts

Deputy Team Leader: Flood Control Design Engineer

Licensed Civil Engineer with minimum of 10 years of work experience in flood control master planning, preparation of F/S and DED of flood control/river improvement works; coordination with LGUs; and projects with land acquisition. He/she must be proficient in writing technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. The Team Leader shall be:

- Assist the Team Leader in the conduct of field investigation and collect historical flood reports and supplemental information on the existing condition of flood-prone areas, prevailing conditions of the river and drainage system;
- Assist the Team Leader in the collection of pertinent data and conduct of surveys (hydrographic, drainage ,structures and etc.);
- Assist the Team Leader in reviewing and approving the results; consolidation, preparation, and submission of deliverables.
- Assist the Team Leader with the overall management of the DED Team members, including inspection, investigation and assessment of the study areas;
- Assist the Team Leader in the planning and conduct of the DED in accordance with the TOR.
- Assist the Team Leader for the preparation of the DED Report of the project.

River/Flood Control Engineer

Licensed Civil Engineer with minimum of 10 years of experience in river engineering and flood control projects. He/she must be proficient in writing technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. The Design Engineer shall:

- Lead the conduct of field investigation and collection of historical flood reports and supplemental information on the existing condition of flood-prone areas, prevailing conditions of the river and drainage systems.
- Responsible for the preparation of the Flood Control Plan
- Assist in the collection of pertinent data and conduct of field surveys (hydrographic, topographic, drainage, structure, etc.),
- Assist in the identification of Planning Criteria and preparation of Preliminary and Detailed Design Drawings with Cost Estimates.
- Responsible for the technical analysis and location of proposed storage and infiltration facilities that may be required.

Hydrologist and Hydraulic Engineer

Licensed Civil Engineer, Water Resources Engineer, Agricultural Engineer, or of related field with minimum of 5 years of experience in hydrological and hydraulic analysis, modeling, and design. He/she must be proficient in writing

technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. He/she shall:

- Be responsible for the preparation of Hydrologic Analyses, which include Rainfall Analysis, Runoff Analysis, Flow Capacity Analysis and Inundation Analysis
- Overall responsibility for the hydraulic analysis of flood control and river improvement works.
- Be responsible for the preparation of Hydrologic Analyses, which include Rainfall Analysis, Runoff Analysis, Flow Capacity Analysis and Inundation Analysis
- Undertake overall responsibility for the hydraulic analysis of flood control and river improvement works
- Conduct inspection, investigation and/ or assessment of the study area to determine the prevailing conditions of the river with emphasis on the hydrologic and hydraulic aspects of the sub-projects.
- Lead the conduct of the flood survey to locate the existing flood control systems, identify the flood-prone areas within the study area,
- Assist in the conduct of a Hydrographic Survey
- Plan and lead the collection of relevant information on historic flood occurrence, flood magnitude, hydrology, climatic and meteorological conditions, etc.
- Provide hydrological/hydraulic inputs including an estimate of runoff discharge to the sub-Project areas and their tributaries for the planning and design of flood control structures, bridges, drainage systems and other related structures.
- Be responsible for the conduct of water balance and flood modeling in each Project area.
- Assist in the collection of supplemental information on the existing conditions of flood-prone areas, as well as identification of alternative improvement plans and overall implementation of the project.
- Consolidates and prepares the Final Hydrologist/Hydraulic Report of the project.
- Assist in the conduct of an Alternative Study for flood mitigation measures.

Structural Engineer

Licensed Civil Engineer with minimum of 10 years of work experience in DED of flood control/river improvement works. He/she must be proficient in writing technical reports in English and can communicate well using the language. Knowledge of the local language is preferred. The Civil Works Structural Engineer shall:

- Be responsible for all the structural design works of the Project, such as flood control structures, drainage systems and other river improvement works.
- Review of the existing data and study reports and other relevant documents for consistency and accuracy.

-
- Assist in the conduct of inspection, investigation and/or assessment of the study area to determine the prevailing condition of the river, flood control structures drainage system and other river improvement works.
 - Prepare the Final Structural Design Report of the project.

Road/Highway Engineer

Licensed Civil Engineer with minimum of 5 years of experience in DED of roads. He/she shall:

- Review the soil-mechanical conditions for the road area
- Prepare the design criteria for sub-structures and superstructures
- Prepare the complete structural design calculations for roads
- Prepare the design drawings for roads

Bridge Design Engineer

Licensed Civil Engineer with minimum of 5 years of experience in DED of bridges. He/she shall:

- Review the soil-mechanical conditions at the bridge site
- Prepare the design criteria for sub-structures and superstructures
- Prepare the complete structural design calculations for bridges
- Prepare the design drawings for bridges

Geodetic Engineer

Licensed Geodetic Engineer with minimum of 5 years of experience in a geodetic survey of similar projects and with experience/certificate of training in remote sensing, geographic information system and cadastral surveying. He/she shall:

- Overall responsibility for the supervision of topographic surveys of the study areas, and overall supervision in the preparation of complete survey plans and data, which will be used as a guide and basis for the Design Engineers.
- Review the applicable existing data and study reports, and other relevant documents for consistency and accuracy.
- Locate and identify in plans the various constraints that may interfere with the implementation of the project, including flood control structures and drainage systems;
- Prepare zoning and land use details with emphasis on the river improvement works and the possible relocation of informal settlers.
- Conduct a river survey consisting of a cross-sectional survey and longitudinal profile survey for the main rivers/ drainage systems in the Project areas.
- Establish vertical and horizontal controls at the site for future design and construction references.

Geotechnical Engineer/Soil Materials Engineer

The Geotechnical Engineer/Soil Materials Engineer must be a holder of Master's Degree in Geotechnical Engineering. Licensed Geotechnical Engineer

must have a minimum of 5 years of experience in carrying out geotechnical investigations and surveys for DED especially of flood control/river improvement works. His/her responsibility shall consist of, but not be limited, to the following:

- Interpretations of field and laboratory test results and required geotechnical parameters and analysis/computations
- Conclusions and recommendations/appropriate solutions/investigations based on the results of the actual sub-surface explorations conducted
- Preparation of duly signed required reports pertaining to the geotechnical aspect of the project.
- Supervise the conduct of soil investigation works, analyze the laboratory results and recommend appropriate foundation structures
- Responsible for the preparation of the draft and final soil investigation report

Geologist

The Geologist must be a registered/licensed geologist with minimum of 5 years of experience in Engineering Geology. He/she shall:

- Determine the geologic and soil conditions of the project site;
- Conduct geo-hazard assessment and recommend appropriate countermeasures to address identified hazards, i.e. earthquake, liquefaction, mass movement such as landslide, subsidence, sinkhole, etc, and
- Prepare the Geological Investigation Report or geological aspect of the geotechnical investigation report.

Mechanical Engineer

Professional BSME and/or Professional Mechanical Engineer with minimum of 10 years of experience in DED of mechanical works of similar projects.

- Coordinate the mechanical design aspect of the project with the Project manager.
- Prepare the Final Mechanical Design Report of the project.

Electrical Engineer

Professional BSEE and/or Professional Electrical Engineer with minimum of 5 years of experience in DED of electrical works of similar projects.

- Responsible for the design of electrical utilities instrumentation and control system.
- Coordinate the electrical design aspect of the project
- Prepare the Final Electrical Design Report of the project.

Geographic Information Systems (GIS) Specialist

Licensed Geodetic Engineer with minimum of 5 years of work experience in creating maps, geodatabase and working with GIS files. He/she shall:

- Conduct GIS base maps and thematic maps for the Project Area
- Work with the Geodetic Engineer for the preparation of all other maps for the Project

-
- Conduct collection of new and review of existing database

Quantity/Cost Engineer

Licensed Civil Engineer with minimum of 5 years of experience in the preparation of detailed analysis of all applicable unit prices and with experience in cost estimation and preparation of quantity take-off. He/she shall:

- Review the applicable existing data and study reports and other relevant documents for consistency and accuracy.
- Prepare the construction cost consisting of direct and indirect costs in consideration of factors such as price level, contingencies, VAT, etc.; design drawings and unit prices of construction items; and prepare the Bill of Quantities (BOQ) in close coordination with the DPWH.
- Prepare the cost of land acquisition, house/ building relocation, informal settlers' family and incidental relocation of utilities which will be affected by the implementation of the project in close coordination with the DPWH and concerned authorities and agencies.
- Prepare the Final Costs Estimate of the project.

Contract and Specification Engineer/Procurement Expert

Licensed Civil Engineer with minimum of 5 years of experience in the preparation of contracts and specifications of any infrastructure project. He/she shall:

- Prepare the technical specifications for all major construction works equipment schedules and construction methodology appropriate to the prevailing condition.
- Responsible for the preparation of tender and contract documents for the project, including pre-qualification documents, general and technical specifications and tender drawing as well as the Implementation Program.

Construction Planner/Engineer

Licensed Civil Engineer with minimum of 10 years of experience in construction planning and methodology of similar projects. The Construction Planner shall:

- Interact with the Project Team for the recommended plan, and conduct data collection as input in the preparation of a basic cost estimate of each of the associated components of the Plan.
- Preparation of the implementation schedule for the short- and long-term plan of the Project including the disbursing schedule of the estimated cost. And the associated technical cost report
- Interact with Project Team and recommend a phased construction mode for the selected project.

Environmental Impact Assessment (EIA) Specialist

Must be a college graduate of Environmental Engineering, Sanitary Engineering, or any related field with minimum of 5 years of work experience in EIA studies of similar projects. He/she should have experience in the conduct of environmental management and monitoring for similar projects and must be

proficient in English communication and writing. He/she is responsible for the following tasks:

- Scoping, baseline and impact assessment works
- Household Surveys
- Conduct the Environmental Impact Assessment (EIA)

Ornithologist Expert

Professional with minimum of 5 years of work experience in EIA studies of similar projects. He/she should have experience in the conduct of a study on migratory birds in swamps or wetlands. He/she is responsible for the following tasks:

- Conduct inventory of bird species inhabiting and/or migrating in the Project Area;
- Identify the potential adverse impact and its degree of intensity;
- Propose mitigation measures for the adverse impacts;
- Coordinate with EIA Specialist;
- Represent the company in various discussions with environmental groups, if needed.

Information Education Communication (IEC) Specialist

Must be a college graduate of any of the following fields: Social Sciences and/or Environmental Science with minimum of 5 years of experience in IEC and social preparation of similar projects. The IEC Specialist shall be responsible for the formulation of the plan/strategy for the effective campaign/publicity this includes the following:

- To conduct a survey on issues and difficulties in the non-structural measures for flood disaster management and implementation, operation and maintenance and further sustainability of flood control projects.
- To conduct a study on the potential roles of the respective rivers and swamps in economic, social and urban environments.
- To analyze and evaluate effective measures taken for issues and difficulties.
- To formulate an effective plan/strategy for information campaign/publicity in order to solve the issues and mitigate measures for the project
- To prepare the action program including setting up of manpower functional organization and schedule.
- To ensure continuous monitoring of project impacts and community engagement to facilitate timely interventions and feedback.
- To conduct of campaign to raise awareness, disseminate information, and educate the target audience about key issues and initiatives through various media and programs.
- To support the conduct of Resettlement Action Plan by effectively communicating the process, benefits, and support mechanisms to affected communities, ensuring their informed participation and cooperation.

Economic and Financial Analyst

Must be a college graduate with a background in economics, social sciences, and accounting with minimum of 5 years of experience in economic and financial analysis of similar projects. The Financial Analyst shall:

- Provide an economic analysis using the “with project” and “without project” scenarios by using relevant indicators such as the Internal Rate of Return, Net Present Worth, Benefit Cost Ratio and First Year Benefit Cost Ratio.
- Shall use appropriate opportunity costs of capital on various components
- Perform a sensitivity analysis of sufficient range and detail;
- Conduct a risk analysis to reduce cost overruns

Resettlement Action Plan (RAP) Specialist

Professional with minimum of 5 years of experience in the conduct of Resettlement Action Plans and other social preparations of similar projects. The RAP Specialist shall be responsible for the formulation of the plan/strategy for the effective conduct of the resettlement action plan.

Land Appraisal Specialist

Must be recognized by DENR, NEDA, and DPWH as a licensed appraiser and with minimum of 5 years of work experience in appraising houses/buildings, agricultural lands and right-of-way projects. His/her tasks include but are not limited to the following:

- Appraise the land and properties affected in the Project Area
- Provide inputs in the preparation of the required reports
- Carry-out asset evaluation, and determine replacement costs

Social Development and Gender Specialist

Must at least be a college graduate in the related course, preferably licensed, with minimum of 5 years of experience in the conduct of social preparation and gender and Development studies of similar projects. The Social Development and Gender Specialist shall:

- responsible for the social survey and all other tasks that will deal with the social and economic components of the Study, including the preparation of the Social and Economic Plan, and provide inputs to the required deliverables.
- responsible for all Gender and Development surveys and all other tasks that will deal with gender issues and the preparation of the Gender and Development Plan. He/she shall provide inputs to the required deliverables.

Indigenous People (IP) Specialist

Professional with minimum of 5 years of experience in the conduct Indigenous People Plan in accordance with the Government of the Philippines’ and ADB guidelines. The IP Specialist shall:

-
- Identify the presence of IP communities, categorize them as per ADB's guidelines and assess their considerations and concerns regarding the preparation of the Master Plan (M/P) and Feasibility Studies (F/S).
 - Ensure that IP safeguards mechanisms are established so as to encompass culture, livelihood systems, territories or natural or cultural resources.
 - Assess the direct and indirect impacts of proposed measures on ancestral lands and IP's cultural heritage.
 - Organize and conduct consultations with affected IP communities, as necessary.
 - Prepare an Indigenous Peoples Plan (IPP) for the interventions considered in the basin, as necessary, and set-up the framework for its implementation and monitoring.

Biodiversity/Wetland Ecological Expert

Licensed Environmental – Biodiversity / Wetland Ecological expert with minimum of 5 years of experience in EIA studies of similar projects. He/she should have experience in incorporating nature-based solutions into projects as well as supporting in the development of environmental management and biodiversity monitoring for similar river and marine projects, with particular experience in mangrove systems. He/she shall provide inputs to the design of the project elements, particularly nature-based solutions and linking this to priority wetlands identified through the ADB Regional Flyway Initiative (RFI). The specialist will also provide inputs to the required standard deliverables as managed by the 'Environment Specialist', namely; EIA reports and Environmental Project Management Plan. The Specialist shall lead in the conduct of the following tasks:

- Biological/Wetland Ecological scoping, baseline and assessment works
- Field Surveys that may include diving activities and surveys for migratory waterbirds
- Coordinate meetings with local LGUs, fisher folks and stakeholders in the related field
- Support design of nature-based solutions elements and linkage to delivery for interests of priority wetlands of the RFI (which may comprise, habitat creation/enhancement, management practices, and pollution prevention amongst others)
- Assistance to preparation of the Environmental Impact Statement (EIS)
- Assist in the defense of the EIS, public hearing and other services.
- Assist in preparation of the documentation for CNC or ECC applications

Civil Engineer

Licensed Civil Engineer with experience in DED of flood control or similar projects. He/she shall:

-
- Assist the conduct of inspection, investigation and/or assessment of the study area to determine the prevailing condition of the river, existing flood control structures, drainage system and other river improvement works.
 - Assist in consolidation and preparation of the Final Reports of the project.
 - Assist in preparation of the program of works

Jr. GIS Specialist

Licensed Civil Engineer with minimum of 3 years experience in geodetic survey and GIS of similar projects. He/she shall:

- Prepare all GIS base maps and thematic maps for the Project Area.
- Work with the Geodetic Engineer for the preparation of all geodetic maps for the Project.
- Establish all GIS databases for the Project.
- Provide inputs to the required deliverables.

Researcher

Graduate of any bachelor's degree with experience in conduct of research and/or related activities/projects in DED. He/She shall:

- Assist in the coordination of meetings with other offices/agencies.
- Assist in Preparing/organizing workshops/seminars.
- Assist in data gathering of relevant data/information.

CAD Operator

Must be a qualified/certified draftsman with Technical Drafting NC II issued by TESDA. He/she shall:

- Operates CAD in facilitation of DED drawings.

XLIII.Sub-Contracting Activities

In performing the needed field surveys for the development of the DED work, the Consultant will hire under its responsibility accredited/recognized national Sub-Contractors with sound experience already with DPWH Standards for the undertaking of the following activities:

- Topographical and Hydrometric Surveys, to be led by a Geodetic Engineer with at least 10 years of experience – CV and organizational chart of the teams to be provided
- Geological and Geotechnical Surveys, to be led by a Geotechnical Engineer with at least 10 years of experience – CV and organizational chart of the teams to be provided
- Parcellary Survey and Land Appraisal, to be led by a Geodetic Engineer with at least 10 years of experience – CV and organizational chart of the teams to be provided

-
- Land Appraisal Survey, to be led by a Geodetic Engineer with at least 10 years of experience – CV and organizational chart of the teams to be provided – for the IPA by an accredited appraiser or an IPA with certificate from a professional association of appraisers or from independent property appraisers recognized by the Land Bank of the Philippines (LBP) and/or Bangko Sentral ng Pilipinas (BSP). He/She should have a real estate appraiser certificate.
 - Social and Economic/Inventory of Losses survey - to be led by a social and economic specialist with at least 10 years of experience – CV and organizational chart of the teams to be provided
 - Environmental Impact Assessment survey - to be led by a EIA specialist with at least 10 years of experience – CV and organizational chart of the teams to be provided

XLIV.Undertaking of the DPWH

Each of the outputs will be reviewed by the DPWH, and Independent Reviewer engaged by ADB within 21 working days. The firm will incorporate the government, Independent Reviewer's review and ADB's comments in finalizing the documents. Upon formal acceptance of the outputs by the government, the progress payments will be made according to the payment schedule specified in the contract.

To facilitate the smooth and effective implementation of the services, DPWH would provide access to data, information and available documents relevant to the project.

In connection with the task of the Consultant that require inputs from other government agencies, the DPWH shall provide assistance in liaising with those agencies. The DPWH shall ensure that the Consultant has access to all relevant information necessary to the performance of the above-mentioned services.

Section 8. Conditions of Contract and Contract Forms

**HARMONIZED STANDARD FORM OF
CONTRACT**

**Consultant's
Services**

Time Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Anticorruption Policy); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name _____

[Loan/Grant/Financing] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

[Text in brackets and/or in italics is for guidance purposes only and should be deleted in the final contract]

This CONTRACT (hereinafter called the "Contract") is made on the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient or Beneficiary]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: *If the Consultant consists of more than one entity, the previous paragraph should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy);
 - (b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates

Appendix E: Form of Advance Payments Guarantee

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client-- name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant-- name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]
[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) “Applicable Guidelines” are guidelines or policies of the Asian Development Bank governing the selection and contract award process as specified in the Special Conditions of Contract (**SCC**).
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **SCC**, as they may be issued and in force from time to time.
- (d) “Bank” means the Asian Development Bank.
- (e) “Borrower [*or Recipient or Beneficiary*]” refers to the Government, Government agency or other entity that signs the financing [*or loan or grant or project*] agreement with the Bank.
- (f) “Client” refers to the [*the implementing or the executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (g) A “Consultant” is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) A “Contract” is the legally binding signed written agreement between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], the Special Conditions (SCC), and the Appendices).
- (i) A “Day” is a working day unless indicated otherwise.
- (j) “Effective Date” refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (k) “Experts” are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) “Foreign Currency” is any currency other than the currency of the Client’s country.
- (m) “GCC” refers to these General Conditions of Contract.
- (n) “Government” refers to the government of the Client’s country.
- (o) “Joint Venture (JV)” is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all

businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (p) “Key Expert(s)” refers to an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (q) “Local Currency” is the currency of the Client’s country.
- (r) “Non-Key Expert(s)” is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (s) “Party” refers to the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (t) The Special Conditions of Contract (SCC) can amend or supplement but not overwrite the GCC.
- (u) “Services” refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “Sub-Consultant” is an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law as specified in the **SCC**.

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an

authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

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

8. Authority of Member in Charge

8.1. In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

10.1. The Bank requires compliance with its Anticorruption Policy as set forth in **Attachment 1** to the GCC.

Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in the termination of the Contract and/or remedial actions including sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of

- Failure to Become Effective** such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) 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.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract 17.4. 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.

c. Measures to be Taken 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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 the Party was unable to perform the action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for events referred to in (a) to (d); at least 60 calendar days' written notice in case of the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or
- (f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices or other integrity violations, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within 45 calendar days after receiving written notice from the Consultant that the payment is overdue;

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1; or
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.
- c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right a Party may have under the Applicable Law.
- d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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, the Consultant shall proceed as provided in Clause GCC 27. For equipment and materials furnished by the Client, the Consultant shall refer to Clause GCC 28.
- e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall pay the Consultant the following:

 - (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums, and contingency for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding this approval, the Consultant shall retain full responsibility for the Services.

Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, *[the Borrower's/ Beneficiary's]* country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

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

Consultant Not to Benefit from

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 to GCC 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own

Commissions, Discounts, etc.	<p>benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.</p> <p>21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.</p>
Consultant and Affiliates Not to Engage in Certain Activities	<p>21.1.3 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-Consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
Prohibition of Conflicting Activities	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
Strict Duty to Disclose Conflicting Activities	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
22. Confidentiality	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make the recommendations formulated in the course of, or as a result of, the Services public.</p>
23. Liability of the Consultant	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>

- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site, assets and/or all accounts and records relating to the performance of the Contract and the selection process to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute an integrity violation subject to contract termination (as well as to a determination of ineligibility under the Bank's Anticorruption Policy and Integrity Principles and Guidelines).
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion the Client shall be entitled at

its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description and Obligations of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20 'Standard of Performance,' adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided that (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of these adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. When payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

29.4 The Consultant shall require all Experts and Sub-consultants to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct, including sexual harassment and abuse, and shall, at all times, behave in a manner that creates an environment free of bullying, harassment, discrimination and misconduct.

29.5 If the Consultant becomes aware that an Expert or Sub-consultant may have been involved in any form of bullying, harassment, discrimination or misconduct, the Consultant shall immediately inform the Client of the issue and provide the Client with (a) as much information concerning the issue as is reasonably available to the Consultant, (b) a description of what investigation, review or other steps the Consultant is taking with respect to such issue, and (c) any additional information that the Client may require. If the Consultant receives or becomes aware of any allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant, the Consultant shall take reasonable and immediate steps to investigate or verify such incident rigorously, diligently and expeditiously, and shall ensure that it has the power and legal authority to suspend or terminate such Expert or Sub-consultant. If the Client determines in its sole discretion that any possible allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant could adversely affect people working at or associated with the project or the reputation of the Client or Government (or agency of the Government), then the Consultant shall, forthwith at the request of the Client, suspend or physically separate such Expert or Sub-consultant from the project and such persons.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding GCC 30.1, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within 22 days from the date of receipt of the CVs, the additional Key Experts shall be deemed to have been approved by the Client.

32. Removal of Experts or Sub-Consultants

32.1 If the Client or the Consultant finds that any of the Experts or Sub-Consultant has breached Clause 29.4 or has been charged with having committed a criminal action, or if the Client determines that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive or coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts, or Sub-Consultants is found by the Client to be incompetent or incapable in

discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Client.

**33. Replacement/
Removal of Experts
– Impact on
Payments**

33.1 Except if the Client agrees otherwise, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the replacement Experts shall not exceed the remuneration that would have been payable to the Experts replaced or removed.

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

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to and from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to overtime pay nor to paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any leaves taken by Key Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

**35. Assistance and
Exemptions**

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.

- (e) Assist the Consultant and the Experts and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable Law in the Client's country.
- (f) Assist the Consultant, any Sub-Consultants, and their Experts with obtaining the privilege, pursuant to the Applicable Law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and Experts in respect of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make the services, facilities, and property described in the Terms of Reference (**Appendix A**) available to the Consultant and the Experts, for the purposes of the Services and free of any charge, at the times and in the manner specified in said **Appendix A**.

38.2 In case the services, facilities, and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services; (ii) the manner in which the Consultant shall procure any such services, facilities, and property from other sources; and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge.

These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to adequately perform any work assigned to the member by the Consultant that is consistent with the position occupied by the member, the Consultant may request the replacement of the member, and the Client shall not unreasonably refuse to act upon the request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make the payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Other Expenses, Provisional Sums and Contingency).

41.2 Payments under this Contract shall not exceed the ceilings in foreign and local currencies specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Other Expenses, Provisional Sums and Contingency

42.1 The Client shall pay the Consultant (i) remuneration determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing and (ii) other expenses, provisional sums, and contingency that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) salaries and allowances as the Consultant agreed to pay the Experts as well as factors for social charges and overheads (bonuses or other means of

profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes and other local taxes which are not included in the Consultant's Financial proposal in accordance with ITC 25, which are itemized and finalized at Contract negotiations, are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

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

- (a) **Advance payment.** Within the number of days after the Effective Date, the Client provide the Consultant with an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. This guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until the advance payments have been fully set off.
- (b) **Itemized invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within 60 days after the receipt by the Client of the itemized invoices and supporting documents. Only the portion of the invoice 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 Client may add or subtract the difference from any subsequent payments.
- (d) **Final payment.** The final payment under this Clause shall be made only after the final report and a final invoice (identified as such) shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 90 calendar days after receipt of the final report and final invoice by the Client unless the Client gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice within the 90-calendar day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance to the provisions of this Contract shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof. Any claim by the Client for reimbursement must be made within 12 calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with this clause.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d), payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, the due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH**47. Good Faith**

47.1 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.

H. SETTLEMENT OF DISPUTES**48. Amicable Settlement**

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the **SCC**.

I. ELIGIBILITY**50. Eligibility**

50.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution.

II. General Conditions

Attachment 1: Bank's Anticorruption Policy

Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents (including their respective officers, directors, employees and personnel) under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
 - (ii) "Fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
 - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
 - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
 - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹⁴ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the

¹⁴ Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (Time Based)																
1 (b)	<p><u>Applicable Guidelines</u></p> <p>ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations)</p>																
1(c) and 3.1	<p><u>Applicable Law</u></p> <p>The Contract shall be construed in accordance with the law of the Republic of the Philippines.</p>																
4.1	<p><u>Language</u></p> <p>The language is English.</p>																
6.1 and 6.2	<p><u>Contact Details</u></p> <table border="1"> <tr> <td data-bbox="470 1079 834 1182">Client:</td><td data-bbox="834 1079 1370 1182">Department of Public Works and Highways</td></tr> <tr> <td data-bbox="470 1182 834 1247">Attention:</td><td data-bbox="834 1182 1370 1247">ERIC A. AYAPANA</td></tr> <tr> <td data-bbox="470 1247 834 1312">Facsimile:</td><td data-bbox="834 1247 1370 1312">ayapana.eric@dpwh.gov.ph</td></tr> <tr> <td data-bbox="470 1312 834 1377">E-mail (where permitted):</td><td data-bbox="834 1312 1370 1377"></td></tr> <tr> <td data-bbox="470 1377 834 1442">Consultant:</td><td data-bbox="834 1377 1370 1442"></td></tr> <tr> <td data-bbox="470 1442 834 1507">Attention:</td><td data-bbox="834 1442 1370 1507"></td></tr> <tr> <td data-bbox="470 1507 834 1572">Facsimile:</td><td data-bbox="834 1507 1370 1572"></td></tr> <tr> <td data-bbox="470 1572 834 1638">E-mail (where permitted):</td><td data-bbox="834 1572 1370 1638"></td></tr> </table>	Client:	Department of Public Works and Highways	Attention:	ERIC A. AYAPANA	Facsimile:	ayapana.eric@dpwh.gov.ph	E-mail (where permitted):		Consultant:		Attention:		Facsimile:		E-mail (where permitted):	
Client:	Department of Public Works and Highways																
Attention:	ERIC A. AYAPANA																
Facsimile:	ayapana.eric@dpwh.gov.ph																
E-mail (where permitted):																	
Consultant:																	
Attention:																	
Facsimile:																	
E-mail (where permitted):																	

8.1	<p><u>Lead Member of Joint Venture</u></p> <p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Client:</p> <p><u>ERIC A. AYAPANA</u> <u>Chairman, BAC for Consulting Services</u></p> <p>For the Consultant: <i>[insert name, title]</i> _____</p>
11.1	<p><u>Conditions of Effectiveness of Contract</u></p> <p>The effectiveness conditions are the following:</p> <ul style="list-style-type: none"> a) No-objection from ADB for the award of Contract. b) Advance Payment Guarantee received by Client.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be four (4) months from the date the Contract was signed.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be ten (10) days after the effective date of Contract.</p> <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.</p>
14.1	<p><u>Contract Period</u></p> <p>Expiration of Contract:</p> <p>The time period shall be thirty (30) months after the effective date of Contract</p>

21.1.3	<u>Conflict</u> The Client may disqualify the Consultant from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.
23.1	<u>Consultant's Liability</u> "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one time the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in the Republic of the Philippines.

24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage in accordance with the applicable law in the Client's Country, in case motor vehicles are purchased; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's Country; (d) Employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	<p><u>Exceptions to Proprietary Rights</u></p> <p>None</p>
27.2	<p><u>Future Use of Documents</u></p> <p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
35.1 (a) through (f)	<p><u>Assistance and Exemptions</u></p> <p><i>[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
35.1(g)	<p><u>Other Assistance to Be Provided by Client</u></p> <p>Provide to the Consultant the assistance that is detailed in the Terms of Reference.</p>

41.2	<p><u>Currency Ceilings</u></p> <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> exclusive of local indirect taxes and other local taxes in accordance with GCC 43.2.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency for each currency]</i> exclusive of local indirect taxes and other local taxes in accordance with GCC 43.2.</p> <p>Any indirect local taxes and other local taxes in accordance with GCC 43.2 chargeable in respect of this Contract for the Services provided by the Consultant shall be borne and paid by the for the Consultant.</p>
42.3	<p><u>Price Adjustments</u></p> <p>Price adjustment on the remuneration applies.</p> <p>Payments for remuneration made in foreign and/or local currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban</i></p>

	<p><i>Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every (and, for the first time, with effect for the remuneration earned in the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}}$ <p>where</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client’s country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
42.4	<p><u>Other Items to Be Covered As Remuneration</u></p> <p>Not applicable</p>

<p>43.1 and 43.2</p>	<p><u>Taxes and Duties</u></p> <p>The Client warrants that it shall pay on behalf of the Consultant, the Sub-Consultants and the Experts any local indirect taxes and other local taxes in accordance with GCC 43.2, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (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; (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; (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; and (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: <ul style="list-style-type: none"> (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 (ii) 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>44.1</p>	<p><u>Currency of Payments</u></p> <p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>

45.1(a)	<p><u>Advance Payments</u></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of <i>[insert amount]</i> in foreign currency and of <i>[insert amount]</i> in local currency shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.
45.1(b)	<p><u>Itemized Statements</u></p> <p><i>[Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit itemized statements to the Client at time intervals of every quarter.</p>
45.1(e)	<p><u>Consultant's Accounts</u></p> <p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p><u>Interest Rate on Delayed Payments</u></p> <p>The interest rate is: <i>[insert rate]</i>.</p>
49.	<p><u>Dispute Resolutions</u></p> <p><i>[Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p>

	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the 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 second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>. (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 that has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator
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	<p>appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>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 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 or 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) to 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 [Note: <i>If the Consultant consists of more than one entity, add:</i>] 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> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [Note: <i>If the Consultant consists of more than one entity, add:</i>] or of any of their members or Parties; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>]; (b) the [<i>insert type of language</i>] language shall be the official language for all 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.
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IV. Appendices

APPENDIX A: TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; and specific tasks that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 to TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer," for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B: KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the Curriculum Vitae (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to and from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: there are twenty-two (22) working (billable) days in 1 month and no less than eight (8) working (billable) hours in 1 working (billable) day.]

APPENDIX C: REMUNERATION COST ESTIMATES

Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list the changes made to [Form FIN-3] at the negotiations or state that none has been made.]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D: OTHER EXPENSES AND PROVISIONAL SUMS

1. *Insert the table with the Other Expenses and Provisional Sums. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list the changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. All other expenses and provisional sums shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and no reimbursement shall be made in excess of the Contract amount.

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 45.1 (a) and SCC 45.1 (a)]

Guarantor Letterhead or SWIFT Identifier Code

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[insert name and address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount that the Consultant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant

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

has made full repayment of the amount of the advance payment, or on the ____ day of _____ [month], _____ [year],² whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[Signature(s)]

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

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

(OPTIONAL) APPENDIX F: SUMMARY OF TOTAL CONTRACT

Insert the contract summary as a table with the total costs for remuneration, reimbursable expenses, provisional sums, contingency and taxes. The table shall be based on [Form FIN-2] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any.
