

Procurement of Professional Services

REQUEST FOR PROPOSALS

for

Procurement

of

Project Implementation Consultants (PIC)

for the

**Integrated Flood Resilience and Adaptation 1
(InFRA 1) Project**

**ADB Loan 4345-PHI and ADB Grant Loan 0905-
PHI**

Issued on: April 2024

Request for Proposals No.: _

OCB No.: _____

Client: Department of Public Works and Highways

Country: Philippines

Abbreviations

ADB	Asian Development Bank
AMIS	Asset Management Information System
BTP	biodata technical proposal
CLUP	Comprehensive land use plans
CMS	Consultant management system
CQS	Consultants' qualifications selection
CSC	Consultant selection committee
CSRN	Consulting services recruitment notice
CV	Curriculum vitae
DPWH	Department of Public Works and Highways
EA	Executing agency
EFW	Early Flood Warning
EOI	Expression of interest
ETP	Evaluated total price
FBS	Fixed-budget selection
FRM	Flood Relief Management
FTP	Full technical proposal
GOP	Government of the Philippines
ICS	Individual consultants' selection
InFRA1	Integrated Flood Resilience and Adaptation 1 Project
IP	Indigenous people
IPIF	Infrastructure Preparation and Innovation Facility
LCS	Least-cost selection
LGU	Local Government Unit
MDB	Multilateral development bank
OAI	Office of Anticorruption and Integrity
PAGASA	Philippine Atmospheric, Geophysical and Astronomical Services Administration
PDP	Philippines Development Plan
PES	Personnel evaluation sheet
PIC	Project Implementation Consultant
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
UPMO-FCMC	Unified Project Management Office - Flood Control Management Cluster

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS (RFP)

RFP No.: CS-01

**Selection of Consulting Services for:
Project Implementation Consultants (PIC) for the Integrated
Flood Resilience and Adaptation 1 (InFRA 1) Project**

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

Country: Republic of the Philippines

**Project: Integrated Flood Resilience and Adaptation 1
(InFRA 1) Project**

April 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:	April 18, 2024
Loan/Grant No. and Title:	ADB Loan No. 4345- PHI & ADB Grant Loan No. 0905, Integrated Flood Resilience & Adaptation 1 (InFRA 1) Project
RFP No:	CS01
Location:	The Republic of the Philippines
Deadline for submission:	June 6, 2024
Advance Contracting:	Yes

[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.:

[For loan-funded assignments only:]

1. The Government of the Philippines - Department of Public Works and Highways (hereinafter called “*Client*”) has applied for financing from the Asian Development Bank (the “*Bank*”) in the form of a “*financing*” toward the cost of the Integrated Flood Resilience and Adaptation 1 (InFRA 1) Project.

The Department of Public Works and Highways (DPWH), an executing agency of the Borrower intends to apply a portion of the proceeds of this financing 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 financing agreement. The financing agreement prohibits withdrawal from the loan and grant accounts 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 Borrower derive any rights from the financing agreement or have any claims to the proceeds of the loan and grant.

2. The Client now invites proposals to provide the following consulting services (hereinafter called “*Services*”): Project Implementation Consultants. More details on the Services are provided in the Terms of Reference (Section 7).

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

3. This Request for Proposals (RFP) has been addressed to the following shortlisted consultants:

No.	Name of Consultant	Country of Incorporation	Nature of Association
1	<i>Almondz Global Infra- Consultant Limited in JV with Halcom Vietnam Joint Stock Company, Centro Consulenze Consulting Center S.r.l, PABSCH Engineering India Private Ltd., and Association DCCD Engineering</i>	<i>Almondz Global Infra- Consultant Limited - India</i> <i>Halcom Vietnam Joint Stock Company - Vietnam</i> <i>Centro Consulenze Consulting Center S.r.l - Italy</i> <i>PABSCH Engineering India Private Ltd. - India</i> <i>DCCD Engineering - Philippines</i>	<i>Lead</i> <i>Joint Venture</i> <i>Joint Venture</i> <i>Joint Venture</i> <i>Association</i>
2	<i>China Water Resources Beifang Investigation, Design, and Research Co. Ltd. in JV with MM Pakistan (Pvt) Ltd</i>	<i>China Water Resources Beifang Investigation, Design, and Research Co. Ltd. – China</i> <i>MM Pakistan (Pvt) Ltd - Pakistan</i>	<i>Lead</i> <i>Joint Venture</i>
3	<i>Kyong-Ho Engineering & Architects Co., Ltd. in JV with Woodfields Consultants, Inc.</i>	<i>Kyong-Ho Engineering & Architects Co., Ltd. - Korea</i> <i>Woodfields Consultants, Inc. - Philippines</i>	<i>Lead Firm</i> <i>Joint Venture</i>
4	<i>SHELADIA Associates Inc., with Association Primex, and HYDROC GmbH</i>	<i>SHELADIA Associates Inc., - USA</i> <i>Primex – Philippines</i>	<i>Lead Firm</i> <i>Association</i>

		<i>HYDROC GmbH - Germany</i>	<i>Association</i>
5	<i>SMEC International Pty Ltd. in JV with DOWHA Engineering Co., Ltd. and Association DCCD Engineering Corporation, NIRAS Asia Manila Inc., CEST, Incorporated, SMEC, Philippines Inc.</i>	<i>MEC International Pty Ltd. - Australia</i> <i>DOWHA Engineering Co., Ltd. – Korea</i> <i>DCCD Engineering Corporation – Philippines</i> <i>NIRAS Asia Manila Inc., CEST, Incorporated – Philippines</i> <i>SMEC, Philippines Inc. – Philippines</i>	<i>Lead Firm</i> <i>Joint Venture</i> <i>Association</i> <i>Association</i> <i>Association</i>
6	<i>Yellow River Engineering Consulting Co., Ltd. with Association Buildmasters Consultants Inc.</i>	<i>Yellow River Engineering Consulting Co., Ltd. – China</i> <i>Buildmasters Consultants Inc. - Philippines</i>	<i>Lead Firm</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 Consulting Guidelines 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 April 25, 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 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.
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- (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 non-consulting services. A firm that has been engaged by the Client to provide goods, works, or non-consulting 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 non-consulting 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 non-consulting 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

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|--|---|
| 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 | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p> |
| 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. |

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

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.
 - 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.
 - 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**.
 - 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.
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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	<p>16.5 Payment under the Contract shall be made in the currency or currencies stated in the Proposal.</p>

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	<p>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.</p> <p>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</p>
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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
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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.

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 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**.

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.

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.

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 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. Submit the Financial Proposal and Technical Proposal together but in two separate sealed envelopes</p> <p>The name of the assignment is: Project Implementation Consultants (PIC) – Package Number CS-01</p>
2.3	<p><u>Pre-proposal Conference</u></p> <p>A pre-proposal conference will be held: <u>Yes</u> ✓ or No</p> <p>Date of pre-proposal conference: <u>May 2, 2024</u></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/conference coordinator:</p> <p>MARY GRACE N. OBJA-AN 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 Password: Dpwh2024 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</p> <p><i>[Note to Client: It is the obligation of the Client to confirm an entity's eligibility by checking ADB's Complete Anticorruption Sanctions List (for all bidders) at all stages of bidding process including contract award. ADB has the right to monitor the Client's compliance with this obligation. Client shall request access to the Bank's full sanctions list through</i></p> <p>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 except otherwise agreed by the Bank.</p> <p>Proposals shall be submitted in the English language unless otherwise agreed by the Bank.</p> <p>All correspondence shall be in the English language unless otherwise agreed by the Bank.</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 – Technical Proposal Submission Form (4) TECH-2 – Consultants Organization and Experience (5) TECH-3 – Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client (6) TECH-4 – Description of the Approach, Methodology, and Work Plan for Performing the Assignment (7) TECH-5 – Work Schedule and Planning for Deliverables (8) TECH-6A – Team Composition, Key Experts Inputs (9) TECH-6B – Attached Curriculum Vitae (CV) <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 – Financial Proposal Submission Form (2) FIN-2 – Summary of Costs (3) FIN-3 – Breakdown of Remuneration (4) FIN-4 – Other Expenses, Provisional Sums and Contingency

	<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 180 calendar days after the proposal submission deadline (i.e., until: <u>December 3, 2024</u>).</p>
13.1	<p><u>Clarification of Request for Proposal</u></p> <p>Clarifications may be requested no later than fourteen (14) days prior to the submission deadline.</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> <u>E-mail: ayapana.eric@dpwh.gov.ph</u></p> <p><u>with copy to:</u></p> <p><u>RAMON A. ARRIOLA III</u> <u>Project Director, FCMC-UPMO</u> <u>Email: arriola.ramon_iii@dpwh.gov.ph</u></p> <p><u>and,</u></p> <p><u>MARY GRACE N. OBJA-AN</u> <u>Chief, Procurement Service – Consulting Services Division</u> <u>Email: obja-an.mary_grace@dpwh.gov.ph</u></p>

14.1.1	<p><u>Preparation of Proposals – Specific Considerations (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 Key Experts' time-input: Not Applicable</p> <p>Estimated input of national Key Experts' time-input: Not Applicable</p> <p><i>Estimated total cost of the assignment: USD 28,320,026.65</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 (Minimum Time and Cost Inputs for Time Based Contracts)</u></p> <p>Maximum time-input of international Key Experts is: 239 person months</p> <p>Maximum time-input of national Key Experts is: 442 person months</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:</p> <p>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: USD 7,699,094.00</p> <p><i>Training/Workshops/Seminars/Conferences (DPWH): USD 336,135.00</i></p> <p><i>Training/Workshops/Seminars/Conferences (LGUs): USD 4,624,400.00</i></p> <p><i>Surveys: USD 1,200,000.00</i></p> <p><i>Equipment & Supplies: USD 532,321.00</i></p> <p><i>Sub-Contracts to CSOs: USD 1,006,238.00</i></p> <p><i>Contingency: USD 1,297,981.59</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 is at the Client's final discretion and the Client reserve the rights to apply the provisional sum and contingency amount as specified in the RFP 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 <i>shall not</i> 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, 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> <p>Procedures as described in 17.1 will apply for electronic submissions.</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><u>Date: 06 June 2024</u></p> <p><u>Time: 9:00 A.M. (Philippine Time)</u></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 ____ ✓ ____ or No ____</p> <p>The opening shall take place at: <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: 9:00 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 = 80, and</p> <p>P = 20.</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>11th of July, 2024</u> <i>[insert day/month/year]</i></p> <p>Address: UPMO FCMC Office, NCR Compound, Port Area, Manila</p>
30.1	<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>Tenders Asian Development Bank (adb.org)</p> <p>The publication will occur within 30 days after the contract signing.</p>
30.2	<p>Date of Commencement of Services</p> <p>Expected date for the commencement of the Services:</p> <p>Date: <u>July 30, 2024</u> at: DPWH Central Offices, 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 / Chairman, BAC for 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]															
ADB Loan No. 4345 - PHI and ADB Grant No. 0905: Consulting Services for Project Implementation Consultant for the Integrated Flood Resilience and Adaptation 1 (InFRA 1) Project															
EVALUATION CRITERIA		Max.	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5		Firm 6		
		Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	
I. Qualification		200		0		0		0		0		0		0	
a.	Experience in similar projects	80		0		0		0		0		0		0	
b.	Experience in similar geographic areas	120		0		0		0		0		0		0	
II. Approach and Methodology		300		0		0		0		0		0		0	
a.	Understanding of Objectives	30		0		0		0		0		0		0	
b.	Quality of Methodology & Risk Management Approach	110		0		0		0		0		0		0	
c.	Innovativeness/Comments on TOR	30		0		0		0		0		0		0	
d.	Work Program	50		0		0		0		0		0		0	
e.	Personnel Schedule	50		0		0		0		0		0		0	
f.	Counterpart Personnel & Facilities	20		0		0		0		0		0		0	
g.	Proposal Presentation	10		0		0		0		0		0		0	
III. Personnel (Areas of Expertise)		500		0		0		0		0		0		0	
Key Experts (International)		360		0		0		0		0		0		0	
a.	Team Leader	50	0	0	0	0	0	0	0	0	0	0	0	0	
b.	Project Management Specialist	70	0	0	0	0	0	0	0	0	0	0	0	0	
c.	Construction Management Specialist	40	0	0	0	0	0	0	0	0	0	0	0	0	
d.	Integrated FR Management Specialist	40	0	0	0	0	0	0	0	0	0	0	0	0	
e.	Hydrologist/Hydromet Specialist	40	0	0	0	0	0	0	0	0	0	0	0	0	
f.	Flood Modeling Specialist/Hydrologist	40	0	0	0	0	0	0	0	0	0	0	0	0	
g.	Data Management Specialist/ ICT	40	0	0	0	0	0	0	0	0	0	0	0	0	
h.	Social Safeguard (IP/RAP) Specialist	40	0	0	0	0	0	0	0	0	0	0	0	0	
Key Experts (National)		140		0		0		0		0		0		0	
a.	Deputy Sub-TL/Flood Modelling/ FRM Specialist (1.1, 1.2, 1.3)	15	0	0	0	0	0	0	0	0	0	0	0	0	
b.	Deputy Sub-team Leader/Resident Engineer (Abra)	15	0	0	0	0	0	0	0	0	0	0	0	0	
c.	Deputy Sub-team Leader/Resident Engineer (Agus)	15	0	0	0	0	0	0	0	0	0	0	0	0	
d.	Deputy Sub-team Leader/Resident Engineer (Tagum)	15	0	0	0	0	0	0	0	0	0	0	0	0	
e.	Financial Management Specialist	10	0	0	0	0	0	0	0	0	0	0	0	0	
f.	Capacity Building/Development Specialist	10	0	0	0	0	0	0	0	0	0	0	0	0	
g.	Environmental Management Specialist-Manila / North Luzon	10	0	0	0	0	0	0	0	0	0	0	0	0	
h.	Environmental Management Specialist-Tagum/ Agus	10	0	0	0	0	0	0	0	0	0	0	0	0	
i.	Social Safeguard (IP/RAP) Specialist-Manila/North Luzon	10	0	0	0	0	0	0	0	0	0	0	0	0	
j.	Social Safeguard (IP/RAP) Specialist-Agus	10	0	0	0	0	0	0	0	0	0	0	0	0	
k.	Social Safeguard (IP/RAP) Specialist-Tagum	10	0	0	0	0	0	0	0	0	0	0	0	0	
l.	GAP-Social Specialist	10	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									

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 fulfil 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: **ERIC A. AYAPANA**
Chairperson, BAC for Consulting Services
2nd Floor, DPWH Building, Bonifacio Drive
Port Area, Manila

Dear Sir:

We, the undersigned, offer to provide the consulting services for Project Implementation Consultants for the Integrated Flood Resilience and Adaptation 1 (InFRA 1) Project 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 sub-consultants 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 five (5) 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															
National															
n															
Subtotal															
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:

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.

Type of
government ID and
ID Number.

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

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.

*[Signature of expert or authorized representative of the firm]*⁷ Date: _____
Day/Month/Year

Full name of authorized representative

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: **ERIC A. AYAPANA**
Chairperson, BAC for Consulting Services
2nd Floor, DPWH Building, Bonifacio Drive
Port Area, Manila

Dear Sir:

We, the undersigned, offer to provide the consulting services for **Project Implementation Consultants for the Integrated Flood Resilience and Adaptation 1 (InFRA 1) 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

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.

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, 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 7,699,094.00			
Contingency	USD 1,297,981.59			
Sub-Total	USD 8,997,075.59			
Total Cost of the Financial Proposal ⁹				

⁹ Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION ¹⁰

[Notes to Consultant: The rows may be added/deleted, 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)				
KEY EXPERTS (International)¹¹									
1.					62				
	Team Leader – Project Management Specialist								
2.					54				
	Construction Management Specialist								
3.					46				
	Integrated FR Management Specialist								
4.					33				
	Hydrologist/Hydromet Specialist								
5.					20				

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.

[illegible]

[illegible]

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)				
	Social Safeguard (IP/Resettlement) Specialist - Manila / North Luzon				10				
10.									
	Social Safeguard (IP/Resettlement) Specialist - Agus				36				
11.									
	Social Safeguard (IP/Resettlement) Specialist - Tagum				20				
12.									
	GAP/ Social Specialist				48				
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
	NON-KEY EXPERTS								
1.					16				
	Procurement/ Contract Management Specialist (Overall Management /OUTPUT 1, 2 and 3)								
2.					30				
	Monitoring and Evaluation Specialist (OVERALL								

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)				
	MANAGEMENT /OUTPUT 1, 2 and 3)								
3.	Geotechnical Engineer (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)				10				
4.	Geodetic Engineer (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)				10				
5	GIS/ Database Specialist (Local) (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)				53				
6.	Structural/Design Engineer (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)				11				
7	Socio-Economist (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)				11				
8.					14				

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)				
	Land Use Planner (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)								
9.					6				
	Cost Estimator (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)								
10.					62				
	Junior Engineer (OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)								
11.					62				
	Encoder (CAD Operator/ Civil 3D) -(OVERALL MANAGEMENT /OUTPUT 1, 2 and 3)								
12.									
	Assistant Resident Engineer 1 – CONSTRUCTION SUPERVISION TEAM - ABRA				36				
13.									
	Assistant Resident Engineer 2 –				36				

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)				
	CONSTRUCTION SUPERVISION TEAM - ABRA								
14.	Quality Assurance – Quality Control Engineer 1 - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
15.	Quality Assurance – Quality Control Engineer 2 - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
16.	Cost/Quantity Engineer 1 - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
17.	Cost/Quantity Engineer 2 - CONSTRUCTION SUPERVISION TEAM - ABRA				36				

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)				
18.	Construction Planner/Scheduler - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
19.	Senior Civil Engineer 1 (Senior @ 10 yrs. Exp) / Inspector - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
20.	Senior Civil Engineer 2 (Senior @ 10 yrs. Exp) / Inspector - CONSTRUCTION SUPERVISION TEAM - ABRA				36				
21.	Junior Civil Engineer / Inspector 1 - CONSTRUCTION SUPERVISION TEAM - ABRA				36				

[illegible]

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)				
	Quality Assurance – Quality Control Engineer 1 – CONSTRUCTION SUPERVISION TEAM – AGUS				54				
27.									
	Quality Assurance – Quality Control Engineer 2 – CONSTRUCTION SUPERVISION TEAM – AGUS				54				
28.									
	Cost / Quantity Engineer – CONSTRUCTION SUPERVISION TEAM - AGUS				54				
29.									
	Construction Planner / Scheduler – CONSTRUCTION SUPERVISION TEAM - AGUS				54				
30.									
	Senior Civil Engineer (Senior @ 10 yrs. Exp) / Inspector–				54				

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)				
	CONSTRUCTION SUPERVISION TEAM - AGUS								
31.									
	Junior Civil Engineer / Inspector 1 - CONSTRUCTION SUPERVISION TEAM - AGUS				54				
32.	Junior Civil Engineer / Inspector 2 - CONSTRUCTION SUPERVISION TEAM - AGUS				54				
33.									
	QUALITY ASSURANCE – QUALITY CONTROL ENGINEER – CONSTRUCTION SUPERVISION TEAM – TAGUM				48				
34.									
	Cost / Quantity Engineer – CONSTRUCTION				48				

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)				
	SUPERVISION TEAM – TAGUM								
35.									
	Construction Planner / Scheduler – CONSTRUCTION SUPERVISION TEAM – TAGUM				48				
36.									
	Senior Civil Engineer (Senior @ 10yrs Exp) / Inspector – CONSTRUCTION SUPERVISION TEAM – TAGUM				48				
37.									
	Junior Civil Engineer / Inspector 1 – CONSTRUCTION SUPERVISION TEAM – TAGUM				48				
38.									
	Junior Civil Engineer / Inspector 2 – CONSTRUCTION				48				

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)				
	SUPERVISION TEAM – TAGUM								
39.									
	Junior Civil Engineer / Inspector 3 – CONSTRUCTION SUPERVISION TEAM – TAGUM				48				
	Total Costs: Non-Key Experts								
	TOTAL COSTS: KEY AND NON-KEY EXPERTS								

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

[Notes to Consultant: The rows may be added/deleted, as needed]

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
Reimbursable Expenses								
A. Local Administrative Support Staff								
A.1 Project Management								
1. Administrative Officer	1	62						
2. Document Controller	1	62						
3. Secretary	1	62						
4. Logistic Officer	1	62						
5. Utility	1	62						
6. Driver	2	124						
A.2 Construction Supervision (ARR)								

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
1. Administrative Officer	1	36						
2. Document Controller	1	36						
3. Secretary	1	36						
4. Encoder	1	36						
5. Utility	1	36						
6. Drivers	4	144						
A.3 Construction Supervision (RARB)								
1. Administrative Officer	1	54						
2. Document Controller	1	54						
3. Secretary	1	54						
4. Encoder	2	108						
5. Utility	2	108						
6. Drivers	2	108						
A.4 Construction Supervision (TLRB)								

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
1. Administrative Officer	1	48						
2. Document Controller	1	48						
3. Secretary	1	48						
4. Encoder	2	96						
5. Utility	1	48						
6. Drivers	4	192						
A. AIRFARE								
1. International Airfares	55	RT						
2. Domestic Airfares	327	RT						
2.1 Domestic: Output 1.2	40	RT						
2.2 Domestic: Output 1.3	40	RT						
2.3 Domestic: Output 3	184	RT						
C. Local Travel								

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
1.Land Travel (Gasoline, Other Maintenance, Services)	48	Months						
D. PER DIEM								
1. Per diem allowances – International	7,170	Days						
2. Per diem allowances – Local	19,980	Days						
2.1 Local: Output 1.1	100	Days						
2.2 Local: Output 1.2	500	Days						
2.3 Local: Output 1.3	96	Days						
2.4 Local: Output 3	736	Days						
E. SERVICE VEHICLE								
1. Purchase 4x4 Pick-up (Brand new)	10	Unit						
2. Operation & Maintenance	500	Months						
3. Vehicle Rental (incl. of O & M)	12	Months						
3.1 Rent-a-Car (Metro Manila): Output 1.1	8	Months						
3.2 Rent-a-Car (Other areas): Output 1.1	109	Days						

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
3.3 Rent-a-car (Metro Manila): Output 1.2	18	Months						
3.4 Rent-a-car (Other area): Output 1.2	72	Days						
3.5 Rent-a-car (Metro Manila): Output 1.3	24	Months						
3.6 Rent-a-car (Other area): Output 1.3	72	Days						
F. SERVICE MOTORBIKE								
1. Purchase 150 cc Motor Bikes (Project Sites)	16	Unit						
2. Operation & Maintenance	762	Months						
G. OFFICE COST								
1. Office Supplies (Main & Sub Team Offices)	200	Months						
2. Communication (Main & Sub Team Offices)	200	Months						
3. Reproduction of Reports & Drawings (Main & Sub Team Offices)	200	Months						
4. Office Rental (Main & Sub Team Offices)	200	Months						

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
5. O & M (water, electricity) of Office (Main & Sub Team Offices)	200	Months						
6. Equipment (Main & Sub Team Offices)	1	Lump- Sum						
Sub-Total: Reimbursable Expenses								
PROVISIONAL SUM								
A. Training and Workshops (DPWH)		P.S.						
B. Training and Workshops (LGUs/Brgys)		P.S.						
C. Equipment and Supplies		P.S.						
D. Surveys		P.S.						
E. Sub-Contracts to CSOs		P.S.						
Sub-Total: Provisional Sums								
Contingency 5%								
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

4. Regular loan from OCR with co-financing resources other than those listed in paragraph 2 above:

“No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”

Section 6. 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, sub-consultants 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, sub-consultants, 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.

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.

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

Section 7. Terms of Reference

TERMS OF REFERENCE FOR PROJECT IMPLEMENTATION CONSULTANTS (CS01-PIC)

A. Introduction

The Government of the Philippines (GOP) received financing from the Asian Development Bank (ADB) in the form of a loan for implementing the *Philippines: Integrated Flood Resilience and Adaptation 1 (InFRA 1) Project*. The project documents are available on ADB's website (<https://www.adb.org/projects/documents/phi-51294-001-rrp>).

GOP, through the Philippines Development Plan of 2023-2028 (PDP), acknowledges that disaster and climate risks erode development gains and hamper full development of the country's potential. The PDP calls for continuous implementation of flood management initiatives, including:

- a. upgrading of engineering standards for the design and Operation & Maintenance (O&M) of flood control works;
- b. establishment of a database on river information and updating of baseline data on the delineation of flood-prone areas;
- c. completion and updating of flood control and drainage master plans and development plans for the 18 major river basins and other critical principal river basins;
- d. strengthening of flood management capacities and coordination of concerned agencies (e.g., DPWH, LGUs);
- e. full implementation and maintenance of flood management and all mitigation measures stipulated under the flood control master plans and studies for, major river basins;
- f. establishment of a comprehensive database of all water-related data, including flood-related information; and
- g. promotion of nature-based solutions, other than hard infrastructure (e.g., riparian buffer strips, restoration of natural floodplains and aquifer recharge).

For the purpose of this Terms of Reference (ToR), the Integrated Flood Resilience and Adaptation 1 (InFRA 1) Project is referred to as "the project".

The project aims to enhance: flood and climate change resilience that is consistent with the Philippines Development Plan of 2023-2028 (PDP). The project's major outcome is to reduce flood risk in three river basins.

Department of Public Works and Highways (DPWH) is the GOP's "Executing Agency" for the Project. The DPWH is also referred to as the "Client" for the PIC services.

B. Project Sites & Organization

The primary objective of the project is to enhance flood resilience in three river basins, (locations are shown in Figure 1):

a. The Abra River Basin

The Abra River Basin (ARB) covers a total area of 4,936 km², making it the 6th largest river basin in the Philippines. The area drained by the Abra River is 3,381 km², while its major tributary, the Tiner River, drains 1,555 km². The river is estimated to be 208 km long, extending over two regions in Northern Luzon (Region 1 and Cordillera Administrative Region) and four provinces: Ilocos Sur, Abra, Benguet, and Mountain Province.

b. The Ranao (Agus) River Basin

The Ranao (Agus) River Basin is bounded by Iligan Bay to the north, Bukidnon province to the east, Maguindanao and North Cotabato provinces to the south, and Illana Bay to the southwest. The Ranao (Agus) River Basin has a total land area of 1,949 km² consisting of five (5) major sub-watersheds namely: Agus, Ragain, Taraka, Gata and Masiu. There are smaller sub-watersheds aside from the five major catchments surrounding Lake Lanao. The Agus River serves as the only outlet of Lake Lanao. The basin's outlet, Agus River, drains water from Lake Lanao traversing the municipalities of Saguian, Pantar, and Baloi down to Iligan Bay, traveling a total distance of 37 km.

c. The Tagum-Libuganon River Basin

The Tagum-Libuganon River Basin is located in Southern Mindanao, extending over Regions XI and XIII, and four provinces: Davao del Norte, Davao del Sur, Davao de Oro (formerly called "Compostela Valley" until April 2019) and Agusan del Sur. The total river basin coverage is 3,151 km² - the 9th largest river basin in the Philippines. For the purpose of this study, the coverage includes a 35 km² downstream area (barangay Libuganon) that is not part of the river basin, but which is affected by Tagum-Libuganon River flood events.

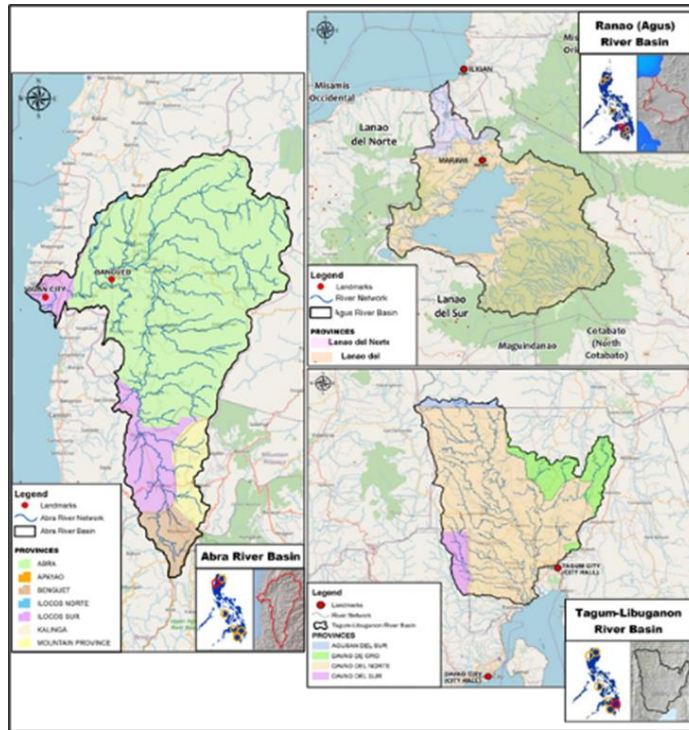


Figure 1 – Project Site Locations

Overall Project Organization. Please refer to the Project Administration Manual. [Integrated Flood Resilience and Adaptation 1 \(InFRa 1\) Project : Project Administration Manual | Asian Development Bank \(adb.org\)](#)

C. Purposes of the Assignment

Based on the Detailed Engineering Design (DED) completed in 2023, DPWH is now proceeding with the project implementation phase, for which the Project Implementation Consultant (PIC) will be required to assist the Client with the following three principal project output objectives.

Output 1: Improvement of the Strategic Flood Risk Management Planning. The project will:

- a. **Output 1.1** - support strengthening of DPWH's institutional capacity to implement flood risk management (FRM) planning by developing and implementing a training of trainers program, developing training courses and materials, and implementing mentored training in pilot river basins;
- b. **Output 1.2** - strengthen hydro-meteorological monitoring network for flood risk management in Abra and Ranao (Agus) river basins by installing X-band radars and strengthen flood flow monitoring capacity in three river basins, and;
- c. **Output 1.3** - develop and operationalize a national asset management information system for flood risk management (AMIS-FRM) in DPWH

Output 2: Flood Protection Infrastructure Works in the Three River Basins. The project will reduce flood and climate vulnerability of people, built-up areas and agricultural lands in the three river basins by rehabilitating, upgrading or constructing structural flood protection and mitigation infrastructure in at least 51 locations. This objective will be delivered through:

- a. 17 measures including reinforcement of existing bank protection structures and construction of spur dikes in the Abra River Basin;
- b. 19 measures including construction of dikes and flood walls, improvement and dredging of existing drainage channels, rehabilitation and or replacement of existing bridges, and widening of creeks in Ranao (Agus) River Basin; and
- c. 17 measures including diversion and cutoff channels, improvement and widening of existing river channels, construction of dikes, development of bridges and culverts, and installation of sluice gates in Tagum-Libuganon River Basin.

Nature-based approaches such as room for the river, reviving of old river channels, removal of obstacles, and riverbank improvement with vegetation strips are to be adopted in at least 30 locations.

The works are to be carried by contractors that will be procured through national and international bidding processes after proper national or international advertisement.

Output 3: Community-based Flood Risk Management Strengthened. The project will support strengthening of community-based flood risk management. The output will support 22 local government units (LGUs) and approximately 150 Barangays in the three river basins to:

- a. Integrate and mainstream flood risk management into the local development plans including comprehensive land use plans (CLUP), and local and community disaster risk reduction and management plans (LDRRMP and CDRRMP) taking into account the flood risks in their locality, and
- b. Build capacities of LGUs and communities in climate change adaptation and flood risk management by providing education and communication materials to enhance public awareness and participation, conduct policy reviews and implementation evaluation studies to address local FRM issues, support technical training in climate and flood disaster risk management, and help identify priority community-based flood risk management intervention.

D. Scope of Assignment

The Consultant will be required to mobilize the identified resources in a flexible manner that supports the Project Implementation Schedule.

1. Consulting Services

The key objective of the PIC consulting services are;

- a. Provide overall project coordination management support to the Unified Project Management Office - Flood Control Management Cluster (UPMO-FCMC) by way of the PIC Overall Project Management Team for all three outputs;
- b. Manage the technical implementation of Sub-outputs 1.1, 1.2 and 1.3,
- c. Provide bid evaluation support and construction supervision services, including acting as the Engineer, for the implementation of Output 2, by way of dedicated Construction Supervision Teams, supported by the Overall Project Management Team,
- d. Implement the Output 3 work component

2. Key Timelines and Duration of Assignment

The current key timelines for the project implementation phase are shown in Figure 3. (Project Implementation Schedule).

It is expected that the PIC Contract will be signed and the consultants are mobilized during the second quarter of 2024.

The PIC is foreseen to provide services to DPWH up to Project Completion of the implementation phase, which is expected to be during the second quarter of 2029.

Figure 3. Project Implementation Schedule

Activities/Outputs/Sub Outputs	2023				2024				2025				2026				2027				2028				2029	
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
A. Project Preparation (IPIF-2)																										
Detailed Design and Tender Document for 3 River Basins (Tagum, Abra, Agus)																										
Conduct of Parcellary Surveys (3 Target River Basins)																										
Updating of RP/RIPP/REGDP based on DED																										
Project Management (PIC)																										
Procurement of Consultant - Project Implementation Consultant (PIC)																										
Overall management, work supervision, and coordination of Outputs 1, 2, and 3																										
B. Output 1 Strategic flood risk management improved.																										
B-1 Output 1.1 Capacity of human resources for FRM enhanced.																										
B-2 Output 1.2 HMS improved for strengthening planning and EFW.																										
1) Procurement of contractor																										
2) Procure and install two X-band radars																										
3) Commissioning, Operation, Maintenance and Training																										
B-3 Output 1.3 AMIS-FRM developed and operationalized.																										
1) Recruitment of system developer																										
2) System development and installation																										
3) System testing and training																										
4) Inventory of assets collected and uploaded to the system																										
C. Output 2 Flood protection infrastructure in the three river basins (RBs) developed																										
C-1 Abra River Basin (ARB) Subproject																										
1.1) Procurement of Contractor for Package 1																										
1.2) Procurement of Contractor for Package 2																										
2) Preparation and resettlement/ Right of Way (ROW) for ALL Packages in ARB																										
3) Priority flood protection infrastructure (PFPI) implementation																										
Package 1: Confluence and Upstream (National)																										
Package 2: Flood Plain and Delta (International)																										
C-2 Ranao (Agus) River Basin (RARB) Subproject																										

Figure 3. Project Implementation Schedule

Activities/Outputs/Sub Outputs	2023				2024				2025				2026				2027				2028				2029	
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
1.1) Procurement of Contractor for Package 1																										
1.2) Procurement of Contractor for Package 2																										
2) Preparation and resettlement/ Right of Way (ROW) for ALL Packages in RARB																										
3) Priority flood protection infrastructure (PFPI) Implementation																										
Package 1: Balo-i Measures (National)																										
Package 2: Gata + Common Measures (National)																										
C-3 Tagum-Libuganon River Basin Subproject																										
1) Procurement of contractor (International)																										
2) Preparation and resettlement/ Right of Way (ROW)																										
3) Priority flood protection infrastructure (PFPI) implementation																										
Package 1: All measures																										
D. Output 3 Community-based flood risk management implemented.																										
1) Mainstreaming FRM in local development plans and Capacity-building on FRM																										
Project Management Activities																										
A: Project Management Unit Staffed, Project Management Systems Established																										
B: Procurement planning and Contract Awards																										
C: Overall management, work suspension, and coordination of Outputs 1, 2, and 3																										
D: Environmental Management Plan/ RAP-RIPP/ GAP/ Implementation and Monitoring																										
E. RP/RIPP/REGDP Plan Implementation and Monitoring																										
F: Gender Action Plan Implementation																										
G: Annual Reviews/ reports																										
H: Mid Term Review																										
I: Project Completion																										
J. Loan closing date: Closing date - 30 June 2029																										

3. Services and Deliverables

The PIC will be required to deliver standard industry and specific project services and outputs for each of the outputs carried out under the Contract. In this respect the PIC is assumed to be familiar with industry best practice, both internationally and in the Philippines. The following descriptions of the expected services and outputs is non-exhaustive.

A. Delivery of PIC Services and Overall Project Management Support

The consultant is responsible for providing management and technical support to UPMO-FCMC for the implementation of the project. The consultant will provide the overall project coordination management support to the UPMO-FCMC, to wit:

- (i) implement Outputs 1 and provide supervision and quality control of other contracts supporting its implementation;
- (ii) review and update, as necessary, the DED of all subprojects within the first six months of mobilization and prior to the Contractors mobilization on site;
- (iii) provide bid evaluation support and construction supervision services for the implementation of Output 2;
- (iv) implement Output 3;
- (v) provide project performance monitoring and evaluation;
- (vi) develop and implement project grievance redress mechanism (GRM);
- (vii) provide communication and dissemination of project related information;
- (viii) support organization of the project steering committee and coordination with relevant agencies;
- (ix) assist in ensuring compliance with the government's and ADB Safeguards Policy Statement (latest edition), and environmental management and monitoring;
- (x) assist in drafting MOA/MOUs with relevant stakeholders i.e., DENR/PENRO in implementing biodiversity offset plan;
- (xi) assist in the implementation of the Gender Action Plan of the project;
- (xii) provide project accounting and financial management to ensure claims are processed properly, prepare annual budget, prepare financial reports and project financial statements and provide inputs for the project auditors; and
- (xiii) ensure that the reporting and procedural requirements of ADB are met.

The main deliverables that the Consultant is expected to provide in relation to Overall Project Management Support are listed in Table D1. The list is non-exhaustive, and the Client may, at its discretion, make comments on the documents submitted, after which the Consultant shall update and reissue same.

In advance of issuing the documents listed in Table D1, the Consultant must secure the approval of the Client on the draft structure and contents of the documents it is required to prepare. The Consultant shall discuss and secure the approval of the Client on the Project document numbering and management procedures for the PIC services.

Table D1 – Deliverables for Project Management Support Services		
Item No.	Deliverable Name/Description	Frequency
D1-1	Inception Report	Within 2 months from the Date of Commencement of Services
D1-2	PIC Mobilization Plan	Within 1 month from the Date of Commencement of Services. To be updated on a biannual basis (every six months), or as required by Project developments;
D1-3	Project Management / Quality Plan	Initial issue, within 2 months from the Date of Commencement of Services. To be updated on an annual basis, or when necessary to take account of Project developments
D1-4	Monthly Progress Report – Describing the progress and issues relating to the PIC services including the Contractor's Environmental Health and Safety metrics.	Monthly, within five working days from the end of each calendar month.
D1-5	Quarterly Report – The report will summarize progress, issues, risks and opportunities on the all outputs being provided and/or monitored by the Consultant.	Quarterly, within ten working days from the end of each quarter.
D1-6	Minutes of Meetings	As and when required. Draft minutes to be provided within three working days from the date of meetings.
D1-7	Annual Report	Yearly, within ten working days of the first month of the following year
D1-8	Project Mid-term Report	Mid-term report to be submitted before the Mid-term Review Mission, describing project progress and performance against the design monitoring framework, and status of safeguards, gender, financial management and other aspects of the project as required.
D1-9	Project Completion Report (PCR)	PCR to be submitted before loan closing date, which should describe the achievements of project outcomes and outputs, financial and economic feasibility, and other target indicators.
D1-10	Environmental Health and Safety (EHS) Code of Conduct	Prior to contract negotiations.

**Provide Final Reports in five (5) hard copies with e-file.*

B. Output 1: Improvement of Strategic Flood Risk Management Planning

On Capacity-building for Flood Risk Management (Sub-output 1.1):

- (i) Assist DPWH in developing the capacity building unit and support preparing detailed training programs inclusive of Pilot River Basin Studies;
- (ii) Assist implementation and updating of the training programs for capacity-building for FRM;
- (iii) Conduct monitoring and evaluation of the training program implementation and improve the training program (including training materials and modules); and
- (iv) Develop capacity development plan beyond the project implementation period to ensure sustainable continuation and management of capacity-building activities for FRM in DPWH.

On the Improvement of the Hydro-meteorological Monitoring Systems for Strengthening Flood Risk Management Planning and Early Flood Warning (Sub-output 1.2):

- (i) Provide specifications and tender documents for the purchase or procurement of hydro-meteorological equipment and X-band Radars and assist DPWH in the selection of the suppliers and contractors for the Subcomponent;
- (ii) Supervise the procurement, construction, installation and commissioning of the equipment and facilities of the Subcomponent;
- (iii) Ensure that the hydro-meteorological monitoring systems are properly integrated with PAGASA's early flood warning systems in the target river basins;
- (iv) Provide to DPWH, PAGASA and other relevant agencies necessary training for the O&M of the equipment, facilities, systems and data management for FRM planning and EFW, including preparation of O&M and data management manual, and provision of training programs;
- (v) Support relevant agencies for data sharing among them;
- (vi) Recommend further improvement of the dissemination system of flood forecasts/warnings from PAGASA to LGUs and local communities based on analyses of hydro-meteorological data observed by the newly introduced equipment; and
- (vii) Assist in drafting Memorandum of Agreement/Understanding (MOA/MOU) between DPWH and relevant stakeholders (PAG-ASA, LGUs, Philippine Army etc.) for the implementation of hydro-meteorological monitoring systems.

On the Development of Asset Management Information System for Flood Risk Management (Sub-output 1.3)

- (i) Develop a detailed design of the Asset Management Information System for Flood Risk Management (AMIS-FRM) which will assist DPWH in the strategic planning of flood risk management, improve efficiency and effectiveness of monitoring and maintenance works of the FRM related assets, and facilitate proactive O&M and related budget requests. The design shall be based on the detailed review of the existing information systems and databases that are used by DPWH, DPWH's current practices in the asset management of flood risk management related infrastructure, and international best practices;

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- ii. Assist DPWH in the procurement of the system developer for the AMIS-FRM system development, and the survey contractors for the development of the inventory data for the target river basins including the river infrastructure, river basin delineation, and river stationing;
 - (iii) Supervise the works of the system developer in developing the AMIS-FRM, conducting quality control of the system developed and making adjustments as necessary, configuring and validating the AMIS-FRM developed and installing at the central office of DPWH as well as those in the regional/district engineering offices in the target river basin, preparing manuals, and collecting and validating the data to be incorporated into the AMIS-FRM and installing the data;
 - (iv) Supervise the works of the survey contractors in conducting river stationing survey in the target river basins, preparing river basin boundary delineation for the rivers nationwide, and conducting other surveys necessary for data preparation for the AMIS-FRM;
 - (v) Assist in the procurement of required equipment;
 - (vi) Design and implement the training program for AMIS-FRM and support and monitor the capacity development for sustainable operation of the AMIS-FRM; and
 - (vii) Assist in drafting Memorandum of Agreement/Understanding (MOA/MOU) between DPWH and relevant stakeholders (PAG-ASA, LGUs, DA, DENR, RDC) on data sharing required in the development and implementation of the AMIS-FRM

Table D2 – Deliverables for Strategic Flood Risk Management Services		
Item No.	Deliverable Name/Description	Frequency
D2-1	Detailed Training Programs including Training Needs and Assessment, including proposed training on Pilot River Basin	One report for each training or workshop proposed
D2-2	Performance/Functional Specification of Hydro-meteorological equipment and system	One report per component
D2-3	Procurement Documents for Hydro-meteorological equipment and system (Design and Build for X-Band Radars)	Tender documents – One per equipment / system
D2-4	Training Programs for O&M of Hydro-met and EFW	One per specific equipment / system
D2-5	Detailed Design / specifications of AMIS-FRM	One per component
D2-6	Procurement Documents for AMIS-FRM	One per component
D2-7	Training Programs on AMIS-FRM Operations	One per component

**Provide Final Reports in five (5) copies with e-file.*

References to the RRP linked documents:

[Integrated Flood Resilience and Adaptation Project - Phase 1: Output 1.1 Report - Capacity-Building Plan \(adb.org\)](#)

[Integrated Flood Resilience and Adaptation Project - Phase 1: Output 1.2 Report - Hydrometeorological Monitoring Systems Improvement \(adb.org\)](#)

[Integrated Flood Resilience and Adaptation Project - Phase 1: Output 1.3 Report - Asset Management Information System for Flood Risk Management \(adb.org\)](#)

C. Output 2: Development of Flood Protection Infrastructure in Three River Basins

On construction supervision services for the implementation of Output 2:

- (i) Serve as the Engineer in administering all civil works and ensuring completion of construction in accordance with the International Federation of Consulting Engineers (FIDIC) conditions of contract;
- (ii) Provide bid evaluation support and other support necessary to DPWH for the procurement of Construction Contractors;
- (iii) Review all contract documents of each contract package such as approved plans/drawings, BOQ, technical specifications, construction contract and other documents to ensure its executability and comply to latest codes, department orders/issuances;
- (iv) Assist DPWH in the implementation of resettlement and indigenous peoples plans for all contracts under the project;
- (v) Review and advise DPWH on approval of the construction methods and shop drawings to be implemented by the Construction Contractors;
- (vi) Ensure that the permanent and temporary works are designed and constructed in accordance with the provisions of the Contracts and/or in accordance with the DPWH Design and Construction Standards and international best practices in relation with environment and safety;
- (vii) Conduct trainings/workshops of all Contractors, if needed, for implementation of their Environmental Management Plan;
- (viii) Advise DPWH on all matters concerning implementation of the Contracts including quality control, work progress, implementation issues, variation orders and arbitration or litigation etc.

Table D3 – Deliverables for Construction Supervision Services		
Item No.	Deliverable Name/Description	Frequency
D3-1	Contract Management Plan, including Site Supervision Project Management / Quality Plan – One per package	Prior to contract signing.

Table D3 – Deliverables for Construction Supervision Services		
D3-2	Monthly Progress Report	Monthly, within 5 working days from the end of each calendar month.
D3-3	Contract Closure Report	End of each contract package.

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D. Output 3: Strengthening Community-based Flood Risk Management

On the Implementation of Community-Based Flood Risk Management Subcomponent:
(Output 3)

- (i) With the assistance of DPWH, support the LGUs in the target river basins to include FRM in local development plans. It includes updating and completion of climate and disaster risk assessment (CDRA) reports and mainstreaming flood risk management aspects in the comprehensive land use plans (CLUPs), local disaster risk reduction management plans (LDRRMPs), and local climate change action plans (LCCAPs) of the local government units (LGUs) in the target river basins. It is expected that the project will support at least 22 LGUs;
- (ii) Together with DPWH and LGUs, support the barangays in the target river basins to mainstream FRM in their community-based disaster risk reduction management plans (CBDRRMPs). The assistance would include participatory planning workshops and coaching and mentoring with the barangay disaster risk reduction management councils (BDRRMCs) which are expected to update or formulate CBDRRMPs in accordance with the national guidelines. It is expected that the project will support at least 150 barangays over the 3 River Basins;
- (iii) With the assistance of DPWH, support the LGUs in the target river basins in conducting capacity building programs, including: (i) policy review and evaluation studies on local flood risk problems; (ii) technical training programs for flood risk management and climate and disaster risk assessment; (iii) public awareness and participation programs; and (iv) identification and preparation of community-based flood risk management projects;
- (iv) Assist in drafting Memorandum of Agreement/Understanding (MOA/MOU) between DPWH and LGUs for the implementation of Community-based flood risk management.

Table D4 – Deliverables for Community-based Flood Risk Management Services		
Item No.	Deliverable Name/Description	Frequency
D4-1	Site Supervision / Evaluation for validation of selected LGUs and Barangays proposed training programs – One per Basin	Initial issue, within 6 months from the Date of Commencement of Services.

Table D4 – Deliverables for Community-based Flood Risk Management Services		
D4-2	Detailed Training Programs for Community-Based Flood Risk Management including Training Needs and Assessment	One per training component and per community
D4-3	CLUPs, LCCAPs and LDRRMPs	“do”
D4-4	CBDRRMPs	“do”
D4-5	Training Outcome Reports – One per basin	As needed

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Reference for the RRP linked documents:

[Integrated Flood Resilience and Adaptation Project - Phase 1: Output 3 Report - Community-Based Flood Risk Management \(adb.org\)](#)

4. Required Approval

DRAFT

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.

5. Environmental, Health and Safety (EHS)

As part of the EHS Reporting, the Contractor shall

- a. Immediately notify the Client of any failure by the Contractor to comply with its Environment, Health and Safety obligations;
- b. Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client’s Personnel, Contractor’s Personnel or Experts. Confidentiality of full details should be maintained for sensitive cases. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;
- c. Immediately inform and share with the Client any immediate notification related to Environment, Health and Safety incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting.
- d. Share with the Client in a timely manner the Contractor’s Environment, Health and Safety metrics, as required of the Contractor as part of the Progress Reports.

E. Required Expertise

The Consultant is required to provide the following expertise at various time during the implementation of the project.

Table E1 – Required Expertise – Key Experts

Consultant/Position	Minimum Qualification
KEY EXPERTS	
International	
Team Leader/ Project Management Specialist	20 years
Construction Management Specialist (O2)	15 years
Integrated FR Management Specialist (O1 & O3)	15 years
Hydrologist/Hydromet Specialist	10 years
Flood Modelling Specialist / Hydrologist	10 years
Data Management Specialist/ ICT	10 years
Social Safeguard (IP/RAP) Specialist	15 years
National	
Deputy Sub-team Leaders/ Resident Engineers	10 years
Deputy Sub-team Leader/Flood Modelling/Flood Risk Management Specialist (O1.1 to 1.3)	10 years
Financial Management Specialist	10 years
Capacity Building/Development Specialist (O1 to O3)	10 years
Environmental Management Specialists	10 years
Social Safeguard (IP/RAP) Specialist	10 years
GAP-Social Specialist	10 years

Table E2 – Required Expertise – Non-Key Experts

Consultant/Position	Minimum Qualification
NON-KEY EXPERTS	
National	
Procurement/ Contract Management Specialist	8 years
Monitoring and Evaluation Specialist	8 years
Geotechnical Engineer	8 years
Geodetic Engineer	8 years
Socio-Economist	8 years
Structural/Design Engineer	8 years
Land Use Planner	8 years
Cost Estimator	8 years
GIS/Database Specialist	8 years
Assistant Resident Engineers	8 years

Construction Planner/Scheduler	8 years
Quality Assurance/Quality Control	8 years
Health and Safety Engineer/ Inspector	8 Years
Cost/Quantity Engineer	5 years
Senior Civil Engineers/ Inspectors	8 years
Junior Civil Engineers (Inspector/QS)	5 years

The required expertise listed above is indicative and is based on the current over-all Project Implementation Schedule, as included in these ToRs and as presented in the Project Administration Manual. The actual need for services to be provided by particular specialists will depend on the strategies, methods adopted for the implementation of the Project, as well as on their own effectiveness in delivering the required outputs/results.

F. Tasks, Responsibilities and Qualifications of Key Experts

Team Leader/Project Management Specialist – International

The Over-all Team Leader/Project Management Specialist will be based in the Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) Over-all liaison with the implementing agencies;
- (ii) Maintain good coordination among DPWH, Asian Development Bank (ADB) and other stakeholders;
- (iii) Coordination of the input and output of the sub-teams (Outputs 1, 2 and 3) of consultants (both in the field and home based);
- (iv) Quality control of work carried out and output delivered by the sub-teams;
- (v) Provide guidance to the sub-teams to ensure that the work meets the required standards and done within the agreed schedule;
- (vi) Over-all management and administration of the contract;
- (vii) Review and, if necessary, update the project implementation schedule with disbursement and contract award schedule;
- (viii) Reporting to the implementing agencies on progress of the work carried out by the sub-teams and the progress in achieving the goals and indicators of the project;
- (ix) Guide the development and implementation of the Project Performance Monitoring System (PPMS) of the project and preparation of the progress reports including analysis of the achievements of Design Monitoring Framework (DMF) of the project and other monitoring and evaluation indicator results, assessment of progress against workplan, identification of lessons learned, issues, solutions and recommendations;
- (x) Ensure that the project-wide Grievance Redress Mechanism is properly set up and operational, and disputes, if any, are dealt with efficiently and swiftly in a transparent

manner, and in line with practices acceptable to ADB and the Government of the Philippines.

The Team Leader/Project Management Specialist must have a master's degree from a recognized institution/university in Engineering or other relevant field and have at least 20 years' professional experience including 15 years' experience managing multifaceted project such that of Disaster Risk and Flood Control projects. Experience in the Philippines or similar geographical environment is an advantage.

Construction Management Specialist – International

The Construction Management Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) Liaison with the different contractors and implementing agencies;
- (ii) In charge of construction supervision teams for the three (3) river basins, hence acting as the Engineer in administering the civil works contract;
- (iii) Supervise the works of the resident engineers based on the project sites;
- (iv) Monitor the progress and quality of construction works;
- (v) Ensure contractors' compliance and adherence to the contract conditions and specifications.

The Construction Management Specialist must have a master's degree in Engineering or other relevant field majoring in construction management. Have at least 15 years professional experience including 10 years of experience in managing the construction of water related infrastructure such as dikes, dams, reservoir etc. Experience in the Philippines or similar geographical environment is an advantage.

Integrated FR Management (IFRM) Specialist - International

The Integrated Management Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) Capacity-building for FRM in DPWH through its CPB Unit and community-based flood risk management;
- (ii) Assist the Capacity-building (CPB) Unit of the DPWH in preparing detailed capacity-building course programs for the 2nd to 4th Year capacity-building programs composed of Pilot River Basin Studies;
- (iii) Lead in Pilot River Basin Studies, including capacity-building on the process of master plan studies to the participants from CPB Unit and Regional Offices (ROs), including District Engineering Offices (DEOs) in the 2nd and 3rd Year, and assist in Pilot River Basin Study in the 4th Year;
- (iv) Coordinate with DPWH and related agencies for smooth implementation of the capacity-building for the FRM;

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- (v) Assist DPWH in implementing, monitoring, reviewing, and updating the capacity-building subcomponent;
 - (vi) Oversee and manage the experts involved in the development of AMIS-FRM;
 - (vii) Support DPWH in the tendering process for procurement of system development contractor, survey contractors, hardware and software components of the AMIS-FRM and surveys to be conducted for data preparation;
 - (viii) Monitor procurement and oversee contract management;
 - (ix) Work closely with DPWH and its relevant offices on matters related to the development of AMIS-FRM;

The IFRM Specialist must have a master's degree in Engineering, or water resource management or disaster risk management including flood risk management or other relevant field. Have at least 15 years' professional experience including 10 years' experience in leading a team in developing an asset management information system, preparing masterplan and feasibility studies and conducting capacity building, preferably for flood risk management. Experience in the Philippines or similar geographical environment is an advantage

Hydrologist/Hydromet Specialist – International

The Hydrologist/Hydromet Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) conduct hydro-meteorological data analyses;
- (ii) draft the technical specifications of the necessary facilities and equipment i.e., x-band radars, hydromet systems etc.
- (iii) supervise the installation, testing and commissioning of the equipment and facilities;
- (iv) provide relevant training; and
- (v) prepare relevant reports and documents.

The Hydrologist must have a master's degree in Engineering or water resources management or disaster risk management including flood risk management or equivalent. The Specialist must have at least 10-year experience in dealing with hydrological and hydraulic study, river planning in planning FRM, and installation and commissioning of ICT projects. The Specialist has experience of projects including climate change adaptation (CCA), Room for The River (RFTR) and Nature-based Solutions (NBS).

Flood Modelling Specialist / Hydrologist – International

The Flood Modelling Specialist/Hydrologist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) Assist the CPB Unit and prepare flood modeling and data management parts in the course programs for capacity-building for planning FRM through Pilot River Basin Study;
- (ii) Engage in Pilot River Basin Studies in 2nd and 3rd Year in flood modeling of “without” and “with” climate change by using free flood modeling software and data management parts;
- (iii) Assist Pilot River Basin Study in these parts in 4th Year; and
- (iv) Conduct capacity-building for the participants from CPB Unit and ROs including DEOs in flood modeling and data management.

The Flood Modelling Specialist/Hydrologist must have a master’s degree in Engineering or water resources management or disaster risk management, including flood risk management or equivalent. The Specialist must have at least 10-year experience in dealing with flood modelling related to FRM and data management. Projects including climate change adaptation (CCA), Room for The River (RFTR) and Nature-based Solutions (NBS) is an advantage.

Data Management Specialist - International

The Data Management Specialist will be based in Manila Project Office with frequent travels to projects sites as deemed necessary and will be responsible for designing and the development of the AMIS-FRM. The key expert shall also have the following responsibilities:

- (i) Review existing information systems;
- (ii) Develop the detailed design of the hardware and software components of AMIS-FRM and prepare the TOR for AMIS-FRM application development;
- (iii) Support the system development contractor in the system and database design;
- (iv) Provide quality management of the AMIS-FRM applications;
- (v) Develop manuals and training materials on the AMIS-FRM; and
- (vi) Provide training on the operation of the field data collection system and database management system to the DPWH staff.

The Data Management Specialist must have a minimum bachelor degree in Information and Communication Technology (ICT), engineering or equivalent. Have a minimum 10 years of professional experience including 8 years’ experience in designing, developing, and implementing information communication systems. The Data Management Specialist must have experience and knowledge on hardware

system environment, software and network configuration, and operation and maintenance of asset management information system applications.

Social Safeguard (IP/RAP) Specialist - International

The Social Safeguard (IP/RAP) Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary. Preference given on experts with experience on at least 2 ADB financed projects. Together with the National Social Safeguards (IP/RAP) Specialist, the specialist shall:

- (i) Ensure project's compliance with ADB SPS (2009), relevant Government regulations, and other requirements as detailed in the approved social safeguard documents prepared for the project;
- (ii) Lead the discussions with the implementing agencies, local government agencies on the measures and actions for the preparation and progress of implementation of updated RPs, RIPPs and REGDPs;
- (iii) Lead, oversee and work with national resettlement specialists to provide required assistance to the UPMO FCMC, ESSD DPWH, ROs DPWH, RICs, LGUs on the implementation of safeguard documents and livelihood rehabilitation program;
- (iv) Verify the impacts of the subprojects, based on the detailed engineering design and the updated/final RPs, RIPPs, REGDPs, on the local ethnic minority and involuntary resettlement prior to implementation and prepare site verification reports;
- (v) Develop workplan and monitoring progress for RP/RIPPs/REGDPs implementations for UPMO FCMC;
- (vi) Prepare and conduct the training program on social safeguards planning and implementation for the project to the FCMC-UPMO, project implementing agencies and relevant government agencies;
- (vii) Ensure and assist UPMO-FCMC/ ESSD DPWH and relevant government agencies in information disclosure and meaningful consultations with affected households and communities;
- (viii) Assist UPMO-FCMC in finalizing the land acquisition and resettlement plan based on the final detailed engineering designs of the subproject following the requirements of ADB (SPS, 2009) and the government's policies; and monitor the progress of preparation of the resettlement sites;
- (ix) Conduct monitoring visits to the subproject sites to assess the compliance of land acquisition and resettlement plan implementation with the provisions of the agreed updated land acquisition and resettlement plan;

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- (x) Develop monitoring template to be used by the regional office team for the preparation of semiannual safeguard monitoring reports to be consolidated by UPMO FCMC;
 - (xi) Support the UPMO-FCMC on the preparation and management of consolidated safeguard monitoring reports for submission to the EA and ADB;
 - (xii) Support the UPMO FCMC on the selection and recruitment of external monitoring consultant for RPs and REGDPs implementation;
 - (xiii) Facilitate the recruited EMA to conduct monitoring and evaluation;
 - (xiv) Review and validate the EMA findings and reports for LGUs, UPMO-FCMC and DPWH;
 - (xv) Assist UPMO-FCMC in monitoring the implementation of recommendation of External Monitoring Authority (EMA) reports;
 - (xvi) Advise UPMO-FCMC and relevant agencies to resolve the issues related to land acquisition, resettlement and ethnic minority issues - if any;
 - (xvii) Establish systems, including monitoring and evaluation indicators, and the monitoring data management system for the project;
 - (xviii) Support the UPMO-FCMC on the quality of the safeguard reports (QPR, SSMR and EMA report) to meet ADB standards/requirements;
 - (xix) Assist relevant government agencies in carrying out assessment in case of any unanticipated impacts, and updating the safeguards documents or prepare corrective actions;
 - (xx) Assist UPMO-FCMC in the establishment and management of project GRM and provide training to relevant local level entry points for LAR GRM (i.e., barangay chairman or village heads) on grievance redress procedures and record keeping;

The IP/Resettlement Specialist must have an undergraduate or higher degree in social sciences or relevant field. Must have 15 years of relevant work experience in donor funded projects. He/she must have experience working on 2 ADB financed projects in and fully familiar with ADB's Safeguard Policy Statement (latest edition).

Deputy Sub-Team Leaders/Resident Engineers – National (3 positions, 1 per river basin)

The deputy team leaders/resident engineers will be based on the project site full time with occasional travel to the Manila Project Office during relevant meetings/missions. Preference given on experts with experience working on at least 2 foreign lending institutions. The deputy team leaders/resident engineers will be responsible for:

- (i) Supervision of the construction of the flood mitigation measures and other related infrastructures, facilities and installation of equipment where necessary;
- (ii) Oversee testing and commissioning of the facilities and equipment where necessary;

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- (iii) Convene regular site meetings with the Contractor to discuss issues and problems affecting the progress, report to the sub-team leader/construction management specialist and brief the Employer;
 - (iv) Review and approve the construction drawings / shop drawings of the contractor and permit the contractors to carry out construction work effectively and efficiently and to the highest standards of quality;
 - (v) Coordinate of the relevant local government authorities/agencies to minimize disruption the works program, as required by the Contractor;
 - (vi) Prepare any required variation orders requested by the Employer and review any variation order proposed by the contractor and provide their advice to the Employer in accordance with the contract;
 - (vii) Supervise the processing of interim and final payments to the Contractor (interim monthly payment shall be based on interim payment certificate processed by the Consultant following claims filed by the Contractor);
 - (viii) Ensure Contractors' compliance to social safeguard and environmental requirements (IPP/GAP, EMP and RAP), health and safety attitude including COVID 19 and other disease control measures.

The Resident Engineer must be a licensed Civil Engineer with minimum 10 years of professional experience including 5-year experience in supervision of construction civil works infrastructures i.e., dikes, roads, bridges. Experience working on multilateral donor funded projects such that of ADB, WB, JICA for at least 2 projects.

Deputy Sub-Team Leader/Flood Modelling/Flood Risk Management Specialist - National

The Flood Risk Management Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary, which shall have the following responsibilities:

- (i) Prepare detailed capacity-building course programs for the 2nd to 4th Year capacity-building programs composed among others of Pilot River Basin Studies;
- (ii) Assist CPB Unit and prepare flood modeling and data management parts in the course programs for capacity-building for planning FRM through Pilot River Basin Study;
- (iii) Lead in Pilot River Basin Studies, including capacity-building on the process of master plan studies to the participants from CPB Unit and Regional Offices (ROs), including District Engineering Offices (DEOs) in the 2nd and 3rd Year, and assist in Pilot River Basin Study in the 4th Year;
- (iv) Engage in Pilot River Basin Studies in 2nd and 3rd Year in flood modeling “without” and “with” climate change by using free flood modeling software and data management parts;

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- (v) Coordinate with DPWH and the related agencies for smooth implementation of the capacity-building for the FRM;
 - (vi) Assist DPWH in implementing, monitoring, reviewing, and updating the capacity-building subcomponent.

The Deputy Sub-team Leader/Flood Risk Management Specialist must be a licensed Civil Engineer. The Specialist must have at least 10-year experience in dealing with flood modelling related to FRM and data management, master planning or feasibility studies on FRM related projects or Integrated Water Resources Management (IWRM) or River Basin Management (RBM) as well as experience in capacity-building projects for these categories of management. Experience on project with climate change adaptation (CCA), room for the river (RFTR) and nature-based solutions (NBS) is an advantage.

Financial Management Specialist - National

The Financial Management Specialist will be based in Manila Project Office. Preference given on experts with experience working on at least 8 years' experience working on projects with foreign lending institutions. The Financial Management Specialist will be responsible for assisting the UPMO-FCMC in the implementation of financial management arrangement:

- (i) Assist in developing/improving the UPMO Project Financial Management Manual
 - a) Mapping of DPWH expenditures categories with ADB expenditure categories;
 - b) ADB requirements on completeness of financial statements such as the statement of budgeted versus actual expenditures;
 - c) Project internal control and audit schedule;
 - d) Funds withdrawal procedures, etc.
- (ii) Budgeting - preparing the annual budget requirements and managing the budget; perform regular actual to budget cost analysis.
- (iii) Accounting and financial reporting
 - a) Supporting DPWH Finance Services in development of mapping of ADB project cost categories to DPWH Chart of Accounts;
 - b) Ensuring that expenditures submitted to ADB are eligible for financing and all necessary supporting documents, records, and accounts in support of credit withdrawals have been adequately maintained with clear linkages between the books of accounts and reports presented to ADB;
 - c) Preparing project financial reports and project financial statements; and
 - d) Preparing inputs for the financial and performance/internal audits e.g., providing the auditor with access to all available data, information, legal documents, correspondence and any other information considered necessary by the auditor.

(iv) Financial Control

- a) Monitoring and ensuring that ADB financing and all external financing where ADB is not the only financier is used in accordance with the conditions of the relevant financing agreement, with due attention to economy and efficiency, and only for the purposes for which the financing was provided, as detailed in the supporting documents;
- b) Monitoring and ensuring that counterpart funds are provided and used in accordance with the relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which they were provided;
- c) Ensuring that funds disbursed are utilized for the purpose defined in the relevant financing agreement;
- d) Supporting UPMO management in timely addressing/resolving findings and issues raised during internal audits and from Management Letters issued by COA

The Financial Management Specialist must have a degree in accounting/finance or other relevant field. With 10 years professional experience including 8-years' experience on financial management and accounting for projects funded by foreign lending institutions such as ADB, WB, JICA and etc.

Capacity Building/Development Specialist - National

The Capacity Building/Development Specialist will be based in Manila Project Office with frequent travels to project sites, as deemed necessary. Preference given on experts with knowledge and experience of the capacity building guidelines of DPWH and other concerned institutions. The Capacity Building/Development Specialist shall have the following responsibilities:

- (i) Preparing the structure of all the trainings, seminars, and workshops and its implementation;
- (ii) Ensure that logistical, documentation, and administrative requirements and support are in place before, during, and after each training, workshop, and seminar;
- (iii) Conduct necessary and most appropriate approach for Training Needs Assessment, Competency Assessment, and Post-Training Assessment to ensure that trainees and trainers and training structure/details/themes match;
- (iv) Attend all training events, workshops, seminars, and meetings and ensure that they are implemented as scheduled and as planned and they are fully documented;
- (v) Provide support to the sub-team leader/FRM Specialist in assisting the CPB Unit for preparing course programs for institutional parts of capacity-building for planning FRM through Pilot River Basin Study; and

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- (vi) Provide support and assistance in the implementation of community-based flood risk management trainings.

The Capacity-development Specialist must have a master's degree in Public Administration in relation to capacity development. Must have at least 10-year experience in capacity building implementation for FRM projects. Must have enough knowledge and experience of the capacity building guidelines of the Department of Public Works and Highways (DPWH) and other concerned institutions.

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Environmental Management Specialist - National

The environmental specialists will be based in Manila or Mindanao with frequent travels in the project sites. He/she will support the UPMO InFRA 1 Project Manager and the ESSD team in environmental management to ensure compliance with applicable national and ADB environmental requirements as anticipated, but not limited to, in the EMP during construction and operation for the period of InFRA-1 Implementation. Specifically, he/she will:

- (i) Ensure the EMP is included in the bidding documents and contracts for civil works and external monitoring entities, or operators whichever applicable, by assisting the UPMO-FCMC to review documents;
- (ii) Undertake on-site supervision site of EMP implementation on behalf of/accompany the UPMO-FCMC, especially the mitigation measures by contractors during construction and by operators during operation. Document the findings, problems and their causes, corrective actions recommended and follow up;
- (iii) Provide EMP training to the UPMO-FCMC and ESSD staff, supervision engineers and contractors and their foremen at the commencement of construction and operation, and refresh as needed, so that they are familiar with the EMP and also support the contractors to train their employees/workers;
- (iv) Assist the UPMO-FCMC to engage external laboratory or monitors for quantitative monitoring specified in the EMP include into the periodic reports to the EA and ADB;
- (v) Assist the UPMO-FCMC to establish and publicize the grievance redress mechanism (GRM), ensuring the GRM is appropriate to the scale and complexity of the project; Guide local IAs and the contractors to implement GRM properly;
- (vi) In case of changes in any site works: assist the UPMO-FCMC to meet both domestic and ADB requirements, e.g., prepare supplement to IEE or EMP and complete needed domestic EIA process and clearance. In cases requiring a new IEE, prepare IEE/EMP subject to additional resources or review if new IEE be prepared by others, to meet the criteria and requirements reflected in the original IEE/EMP;
- (vii) Document all the work above, findings and data during each reporting period, Assist the UPMO-FCMC in preparing periodic monitoring reports to the DPWH and ADB on environmental implementation, following the requirements and format set in the EMP; and
- (viii) Undertake other relevant work required by the EA and IAs.

The Environmental Specialist must be a licensed environmental planner with a master's degree in environmental management or related field; Must have at least 10 years of experience in environmental management, monitoring, and/or impact assessment; Familiar with the ADB and national environmental requirements and procedures; have the ability to communicate and work effectively with local communities, contractors, and

government agencies; have the ability to analyze data and prepare technical reports including EIA; and with willingness and health to regularly visit the project sites.

Social Safeguard (IP/RAP) Specialist - National

The Social Safeguard (IP/RAP) Specialist (3 persons) will be in DPWH field/regional offices and will focus on the implementation and monitoring of RP/RIPPS/REGDPs of Abra, Tagum-Libuganon and Ranao-Agus River basins with frequent travels to the projects' sites. Preference given on experts with experience on at least 2 ADB financed projects. The specialists will be responsible for:

- (i) Assist LGUs and UPMO FCMC in project's compliance with ADB SPS (2009), relevant Government regulations, and other requirements as detailed in the approved social safeguard documents prepared for the project;
- (ii) Assist the lead specialist in the discussions with the implementing agencies, local government agencies on the measures and actions for the preparation and progress of implementation of updated RPs, RIPPs and REGDPs;
- (iii) Oversee and works with ESSD DPWH resettlement specialists to provide required assistance to the ROs DPWH, RICs, LGUs on the implementation of safeguard documents and livelihood rehabilitation program;
- (iv) Support the lead specialist to verify the impacts of the subprojects, based on the detailed engineering design and the updated/final RPs, RIPPs, REGDPs, on the local ethnic minority and involuntary resettlement prior to the implementation and prepare site verification reports;
- (v) Support the lead specialist to conduct the training program on social safeguards planning and implementation for the project to the project implementing agencies/LGUs and other relevant government agencies;
- (vi) Monitor and evaluate the implementation of the livelihood restoration program;
- (vii) Assist ESSD DPWH, LGUs and relevant government agencies in information disclosure and meaningful consultations with affected households and communities;
- (viii) Conduct monitoring visits to the subproject sites to assess the compliance of land acquisition and resettlement plan implementation with the provisions of the agreed updated land acquisition and resettlement plan and the progress of the preparation of resettlement sites;
- (ix) Support ESSD, RO, DPWH in the preparation of quarterly and semiannual safeguard monitoring report to be consolidated by UPMO FCMC;
- (x) Facilitate the recruited EMA to conduct monitoring and evaluation;
- (xi) Support the lead specialist in validating the findings and recommendations of the EMA;

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- (xii) Assist the lead specialist, ESSD DPWH, FCMC-UPMO and relevant agencies to resolve the issues related land acquisition, resettlement and ethnic minority issues - if any;
 - (xiii) Assists relevant government agency/ESSD DPWH in carrying out assessment in case of any unanticipated impacts, and updating the safeguards documents and/or implementation of corrective actions; and
 - (xiv) Assists ESSD RO DPWH and LGUs in the implementation and management of project GRM and provide training to relevant local level entry points for LAR GRM (i.e. barangay chairman or village heads) on grievance redress procedures and record keeping.

The Social Safeguard (IP/RAP) Specialist must have a master's degree in social sciences or relevant field. Must have 15 years of relevant work experience in donor funded projects. He/she must have experience working on 2 ADB financed projects and fully familiar with ADB's Safeguard Policy Statement (latest edition) and DPWH guidelines of social safeguards.

GAP-Social Specialist - National

The GAP-Social Specialist will be based in in Manila Project Office with frequent travels to the projects' sites. Preference given on experts that are at least familiar with ADB Guidelines on Social/Gender and knowledgeable in preparation of ADB Gender Action Plan. The overall responsibility of the Social/GAP Specialist is to provide strategic guidance and technical inputs for the implementation of the gender action plan (GAP). He/she will be responsible for:

- (i) Addressing the priorities of women and men in the project areas;
- (ii) Strengthening institutional capacity for gender mainstreaming, as well as other activities that support a gender-responsive approach to the project;
- (iii) Regularly visit subproject areas to document GAP implementation, consult formally and informally with women from communities in command areas, local leaders (women and men), women's organizations, etc.; identify problems, delays and other issues, and suggest strategies and actions to remediate and/or improve GAP implementation;
- (iv) Consult regularly with UPMO-FCMC to monitor and assess how gender activities are being implemented, identify outstanding issues and discuss strategies on how to address them; and
- (v) Prepare GAP Progress Reports.

The GAP-Social Specialist must have a master's degree in social sciences, development field or relevant field. Must have 10 years of experience in gender and development, preferably in water resources management including flood risk management and/or rural development, with demonstrated knowledge and understanding of the dynamics of

gender relations in rural communities. Must be fully familiar with ADB Guideline on Social/Gender and knowledgeable in preparation of ADB Gender Action Plan.

G. Non-Key Experts' Roles and Responsibilities

Procurement/Contract Management Specialist - National

The Procurement/Contract Management Specialist will: (i) assist the UPMO-FCMC in all procurement activities from preparation of tender documents up to contract award for the procurement of goods (equipment) and related civil works (facilities), non-consulting services (if any) and consultancy service i.e., AMIS-FRM system development, capacity-building (training packages), etc. (ii) provide assistance on contract management i.e., contract variation; claims and dispute resolutions on civil works contracts (3 river basins) and (iii) provide assistance and support to the PIC contract implementation when needed.

Monitoring and Evaluation Specialist - National

The Monitoring and Evaluation (M&E) Specialist will establish a system for the collection, storage, analysis, and reporting of project data as well as for measuring and analyzing project outputs and outcome. The specialist will (i) support the development and implementation of project monitoring and evaluation strategy, prepare the M&E manual and guideline, and quarterly update of the project achievements against the design and monitoring framework (DMF); (ii) ensure the planning and implementation of all baselines, interim and final surveys and impact assessments; (iii) prepare regular update of the project progress which can be communicated to the project team as well as to the public; (iv) undertake regular trainings for the staff of the UPMO-FCMC and the project teams with regards to data collection and monitoring; (v) assess and recommend appropriate IT solutions in support of project M&E tasks; and (vi) undertake other tasks that will be required by ADB or DPWH on M&E activity.

Geotechnical Engineer

The Geotechnical Engineer will: (i) review geotechnical reports and ensure that the findings are considered in the design of the civil works infrastructures (ii) prepare relevant reports related to geotechnical studies (iii) conduct relevant training on the FS preparation under the FRM capacity building.

Geodetic Engineer

The Geodetic Engineer will: (i) review survey reports i.e., topographic report, geospatial reports etc. and ensure that the survey conducted are correct and compliant to the project requirements; (ii) prepare relevant reports pertaining to surveys; (iii) conduct relevant training under the FRM capacity building.

Socio-Economist

The Socio-economist will: (i) assist the CPB Unit and prepare part of the socio-economic study, especially in economic evaluation on FRM plans in the course programs for capacity-building for planning FRM through the Pilot River Basin Study; (ii) conduct Socio-economic studies including economic evaluation of FRM plans in Pilot River Basin Studies in 2nd, 3rd and 4th Year. Capacity-building for the participants from CPB Unit and ROs including DEOs in socio-economic study including economic evaluation of FRM plans will be conducted.

Structural/Design Engineer

The Structural Design Engineer will: (i) review structural design of the civil works infrastructure ensuring its compliance to the design standards; (ii) prepare structural design for the civil works component of the facilities i.e. hydromet system and x-band radars; (iii) conduct relevant training related to FRM capacity building; (iv) assist CPB Unit and prepare part of preliminary design of FRM structural measures including CCA in the course programs for capacity-building for planning FRM through Pilot River Basin Study; (v) engage in Pilot River Basin Studies in 2nd and 3rd Year in preliminary design of FRM structural measures including CCA and assist Pilot River Basin Study in this part in 4th Year

Land Use Planner

The Land Use Planner will: (i) assist CPB Unit and prepare part Land Use Planning in the course programs for capacity-building for planning FRM through Pilot River Basin Study. (ii) engage in Pilot River Basin Studies in 2nd and 3rd Year in the preparation of land use plan and assist Pilot River Basin Study in this part in 4th Year; (iii) conduct Capacity-building for the participants from CPB Unit and ROs including DEOs in land use planning.

Cost Estimator

The Cost Estimator will: (i) assist CPB Unit and prepare cost estimation part in the course programs for capacity-building for planning FRM through Pilot River Basin Study; (ii) prepare cost estimation of FRM plans in Pilot River Basin Studies in 2nd, 3rd and 4th Year; (iii) conduct capacity-building for the participants from CPB Unit and ROs including DEOs in cost estimate of FRM plans will be conducted and (iii) support the Construction Supervision team's Cost/Quantity Engineer in checking contractors' claim and progress billings if and when needed.

GIS/Database Specialist

The GIS/Database Specialist will: (i) assist CPB Unit and prepare GIS part in the course programs for capacity-building for planning FRM through Pilot River Basin Study; (ii) engage in Pilot River Basin Studies in the 2nd and 3rd Year in the GIS part and assist Pilot River Basin Study in this part in 4th Year; (iii) conduct Capacity-building for the participants from CPB Unit and ROs including DEOs in GIS works by using free GIS software.

Assistant Resident Engineers

The Assistant Resident Engineer will: (i) assist in supervising and monitoring the construction of works, prepare measurements for works completed and in progress and report to the Resident Engineers; (ii) certify contractors' bills; (iii) check the construction schedule submitted by the contractor and assist the contractor's site manager in preparing a detailed construction plan; (iv) report weekly and monthly construction progress and issues to the Resident Engineer; (v) report field variations to the Resident Engineer and regularly monitor physical and financial progress against milestones, according to the contracts, to ensure the timely completion of the contracts; (vi) examine contractors' claims for time extension, variations, and additional compensation, etc. and recommend appropriate decisions to the Resident Engineer/ Construction Management Team Leader; and (viii) ensure the quality of construction as per design specifications.

Senior Civil Engineers/ Inspectors

The Senior Civil Engineer/Inspector will: (i) be in charge of the in-the-field supervision of the civil works and facilities contracts; (ii) monitor the progress and quality of construction works; (iii) review measurements for completed works and verify bills for payment; (iv) take measures to minimize contract variations; (v) assess the adequacy of contractors' input in terms of materials, equipment, construction machinery, workers, and construction approach and methodology; (vi) monitor physical and financial progress against milestones for timely completion; (vii) report to the deputy team leader/resident engineer and sub-team leader/construction management specialist the issues/problems that cannot be solve on his level.

Quality Assurance/Quality Control

The tasks of the Quality Assurance/Quality Control will be to: (i) ensure the high quality of construction as per design specifications; (ii) conduct site quality tests and review the laboratory tests on materials submitted by the contractors and ensure quality of construction as per design drawings and specifications and relevant construction standards.

Health and Safety Engineer/ Inspector

The tasks of the Health and Safety Inspector will be to:

- (i) maintain and apply knowledge of current health and safety policies, regulations, and industrial processes for each work contract.
- (ii) evaluate and develop procedures to protect people from illness and injury and property from damage during the constructions
- (iii) review plans and specifications for construction, machinery and all equipment to make sure that they meet safety requirements,
- (iv) identify and correct potential hazards by inspecting facilities, machinery, and safety equipment
- (v) ensure that buildings or products comply with health and safety regulations, especially after an inspection that required changes,

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- (vi) recommend installation of safety devices or direct the installation of these devices, (vii) review employee safety programs and recommend improvements.
 - (vii) Review the Contractor's Environment, Health and Safety Management Plan, including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
 - (viii) Review all other applicable contractor's documents related to Environment, Health and Safety aspects including the health and safety manual, security management plan, etc.;
 - (ix) Review and consider Environment, Health and Safety risks and impacts of any design change proposals and advise if there are implications for compliance with project requirements;
 - (x) Undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with Environment, Health and Safety requirements with and without contractor and/or Employer relevant representatives, as necessary, but not less than once per month
 - (xi) Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other Environment, Health and Safety related documentation, as necessary, to confirm the Contractor's compliance with Environment, Health and Safety requirements;
 - (xii) Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's Environment, Health and Safety obligations.
 - (xiii) Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with Environment, Health and Safety obligations;
 - (xiv) Check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations.
 - (xv) Review and critique, in a timely manner, the Contractor's Environment, Health and Safety documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation.
 - (xvi) Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential Environment, Health and Safety issues.
 - (xvii) Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality

Construction Planner/Scheduler

The Construction Planner/Scheduler will: (i) prepare the overall schedule of the project as well as the construction schedule for each package and ensure adherence by the Contractor to the schedule; (ii) identify possible bottlenecks, critical path in the construction schedule and advise solution to avoid or minimize delay that will impact the overall project schedule.

Cost/Quantity Engineer

The Cost/Quantity Engineer will: (i) prepare measurement for works completed and in progress and report to the Senior Civil Engineer and Resident Engineer; (iii) check, review and of necessary recompute Contractors' progress billing (interim payments); (iv) assist in examining Contractors' claims for time extension, variations and additional compensations, etc. and (v) ensure quality of construction as per design drawings and specifications.

Junior Civil Engineer (Inspector/QS)

The Junior Civil Engineers (Inspector/QS) will (i) assist the Senior Civil Engineers in day-to-day supervision of the civil works and facilities packages; (ii) assist in preparation measurement for works completed and in progress; (iii) assist in checking reviewing Contractors' progress billing (interim payments); (iv) assist in examining Contractors' claims for time extension, variations and additional compensations, etc. and (v) do other tasks as instructed by the Resident/Assistant Resident Engineer

H. Proposal Preparation

The proposal should include the required key-experts and non-key experts provided in Tables E1 and E2. The consulting firm will determine the addition of other non-key experts in accordance with their proposed approach and methodology. Hence, proposal shall be evaluated not only in terms of the strategies and methodologies that will be adopted in managing the implementation of the project but also in the completeness of the skills, expertise and local knowledge of the specialists to undertake such proposed strategies and methodologies in each of the components or outputs of the project.

Only one (1) curriculum vitae should be submitted for each key expert position proposed by the firm. During the technical evaluation of the proposals, only the CV of key experts will be scored. CVs of non-key experts will not be scored; however, each of the CVs will be reviewed and either approved or rejected based on an assessment of the relevance of the expert's qualifications and experience against the expert's roles and responsibilities.

The Consultant is proposed to have a total of 3,926 person months (PM) of inputs, including 239 person months for international and 1,901 person months of national consultant inputs and 1,786 person months for support staff. The expected composition of the CONSULTANT team, including the Construction Supervision Teams under Output 2, area presented in the tables below. The tables also detail the estimated time inputs. The term "Package", as used in the tables, refers to construction projects/contracts.

Table H1: Overall Project Management Team (CS01)

Overall Management / Output 1, 2 and 3 - Manila	PM
A. Professional Consultant: <i>International</i>	
1. Team Leader/ Project Management Specialist	62
2. Construction Management Specialist	54
3. Integrated FR Management Specialist	46
4. Hydrologist/ Hydromet Specialist	33
5. Flood Modelling Specialist /Hydrologist	20
6. Data Management Specialist/ ICT	12
7. Social Safeguard (IP/RAP) Specialist	12
<i>Sub Total Consultant International</i>	239
B. Professional Consultant: <i>National</i>	
<i>Key Staff</i>	
1. Deputy Sub-team Leader/Flood Modelling/Flood Risk Management Specialist	54
2. Financial Management Specialist	60
3. Capacity Building/Development Specialist	28
4. Environmental Management Specialist - Manila / North Luzon	20
5. Environment Management Specialist - Tagum/ Agus	28
6. Social Safeguard (IP/RAP) Specialist - Manila/ North Luzon	10
7. Social Safeguard (IP/RAP) Specialist - Agus	36
8. Social Safeguard (IP/RAP) Specialist - Tagum	20
9. GAP-Social Specialist	48
<i>Non-Key Staff</i>	
1. Procurement/ Contract Management Specialist	16
2. Monitoring and Evaluation Specialist	30
3. Geotechnical Engineer	10
4. Geodetic Engineer	10
5. Socio-Economist	11
6. Structural/Design Engineer	11
7. Land Use Planner	14
8. Cost Estimator	6
9. GIS/Database Specialist	53
10. Junior Engineer	62
<i>Sub Total Consultant National</i>	527
C. Technical and Administrative Support	
1. Administrative Officer (Local)	62
2. Document Controller (Local)	62
3. Secretary (Local)	62
4. Logistics	62
5. Encoder (CAD Operator/Civil 3D)	62
6. Utility (Local)	62

7. Driver (Local)	124
Sub Total Technical and Administrative Support	496
TOTAL	1262

Table H2: Construction Supervision Team for Abra (2 Packages)

Construction Management Team - Output 2	PM
B. Professional Consultant: <i>National</i>	
Key Staff	
1. Deputy Sub-team Leader/ Resident Engineer	36
Non-Key Staff	
1. Assistant Resident Engineer	72
2. Senior Civil Engineers/ HS Inspectors	72
3. Quality Assurance/Quality Control	72
4. Construction Planner/Scheduler	36
5. Cost/Quantity Engineer	72
6. Junior Engineer / Inspector (QS)	144
Subtotal Consultant National	504
C. Technical and Administrative Support Staff (Local - Regional)	
1. Administrative Officer	36
2. Document Controller	36
3. Secretary	36
4. Encoder	36
5. Utility	36
6. Driver x 4	144
Sub Total Technical and Administrative Support	324
TOTAL	828

Table H3: Construction Supervision Team for Agus (2 Packages)

Construction Management Team Output 2	MM
B. Professional Consultant: <i>National</i>	
Key Staff	
1. Deputy Sub-team Leader/ Resident Engineer	54
Non-Key Staff	
1. Assistant Resident Engineer	54
2. Senior Civil Engineers/ Inspectors	54
3. Quality Assurance/Quality Control	108
4. Construction Planner/Scheduler	54
5. Cost/Quantity Engineer	54
6. Junior Engineer /Inspector (QS)	108

<i>Subtotal Consultant National</i>	486
C. Technical and Administrative Support Staff (Local - Regional)	
1. Administrative Officer	54
2. Document Controller	54
3. Secretary	54
4. Encoder	108
5. Utility	108
6. Driver x 2	108
<i>Sub Total Technical and Administrative Support</i>	486
TOTAL	972

Table H4 Construction Supervision Team for Tagum (1 Package)

Construction Management Team Output 2	MM
B. Professional Consultant: <i>National</i>	
Key Staff	
1. Deputy Sub-team Leader/ Resident Engineer	48
Non-Key Staff	
1. Senior Civil Engineers/ Inspectors	48
2. Quality Assurance/Quality Control	48
3. Construction Planner/Scheduler	48
4. Cost/Quantity Engineer	48
5. Junior Engineer / Inspector (QS)	144
<i>Subtotal Consultant National</i>	384
C. Technical and Administrative Support Staff (Local - Regional)	
1. Administrative Officer	48
2. Document Controller	48
3. Secretary	48
4. Encoder	96
5. Utility	48
6. Driver x 4	192
<i>Sub Total Technical and Administrative Support</i>	480
TOTAL	864

Further for the development of Output 3 activities at site (Community-Based Flood Risk Management), the Consultant will seek support from National or Regional CSOs and NGOs.

Overall Management Team. The Consultant Overall Management Team as described in Table H1 will be based at the Client's office in Manila, but with frequent travel to the project sites.

All positions under the PIC Contract, including the technical and administrative support staff must be included and budgeted for in the financial proposal in accordance with the person-month allocation for each as defined by the Consultant's approach and methodology and work plan. Travel costs of all relevant Consultant staff that require to conduct site visits shall also be included in the financial proposal.

Construction Supervision Teams are to be based in the immediate vicinity of the packages that they are engaged to supervise. It is anticipated that the contractor's engaged to carry out the construction works will be required to provide the necessary office accommodation and site facilities for the PIC Construction Supervision Teams.

As and when required, members of the Construction Supervision Teams will be required to travel to the Client's office in Manila, or other locations, for consultations with the Client and the Overall Management Team.

I. Services Provided by the Employer

DPWH will assign relevant counterpart staff as required on a full-time basis. The Client will provide office space for the PIC Overall Management Team in Manila. The Consultant will be responsible for providing all other equipment, furniture including vehicles and services that his staff require for the provision of the services.

The contractors engaged to carry out the construction works will be required to provide the necessary office accommodation and site facilities for the PIC Construction Supervision Teams. The Consultant will be responsible for providing all other equipment, furniture including vehicles, motorbikes and services that his staff require for the provision of the services.

Necessary travel permits, i.e., visa etc. for international consultants will be facilitated with the assistance of the DPWH.

Meetings and field visits with other concerned and relevant agencies during the project implementation will be facilitated by DPWH. Furthermore, DPWH shall coordinate with the authorities responsible for maintenance of the peace and order along Project locations when and if necessary, upon the request of the Consultant.

All other costs, such as office facility requirements (i.e., communication facilities, internet connections, equipment, consumables, software, etc.), staff accommodation and transport, shall be arranged and provided by the Consultant at its own cost.

J. Evaluation of Proposals

DPWH through its Unified Project Management Office (UPMO) Flood Control Management Cluster (FCMC) will be the implementing office responsible for the day-to-day management of the project and will be supported by the Consultant,

The selection of the Consultant will be undertaken in accordance with the Procurement Regulations for ADB Borrowers, 2017 (Goods, Works, Non-consulting and Consulting Services).

The Consultant will be selected under Open Competitive Bidding using the Quality and Cost Based Selection (QCBS) procedures, with a full technical proposal (FTP) and a 80:20 quality/cost ratio.

The evaluation of proposals will follow the evaluation criteria provided in the RFP. In the evaluation of the quality of methodology, work plan and personnel schedule, consideration will be given on whether the overall team composition is appropriate to meet the TOR and how it matches the proposed methodology.

Only the CVs of the key personnel will be evaluated and be given score. The CVs of the non-key personnel shall be submitted for assessment of its appropriateness to the position it is being proposed.

K. Basis of Payment

As per Section 8 [Conditions of Contract and Contract Forms, the PIC Contract is to be a Time-Based assignment. Payments shall be calculated based on the agreed monthly rate for the Consultant's staff and for eligible reimbursable expenses. Acceptance and approval of the deliverables as stated for each output above will also be considered in making payments.

Invoicing for interim payment will be on a quarterly basis (on a minimum), with itemized invoices to be submitted with the following supporting documentation:

- a) Approved monthly timesheets;
- b) Approved schedule of Per Diem payments;
- c) Justifications for reimbursable expenses (invoices, payment receipts, and official receipts); and
- d) Accepted and approved reports due every month and other deliverables (reports) indicated above.

The Client will pay the Consultant's interim invoices within 60 days of receiving satisfactory itemized invoices.

L. Equipment

Procurement of equipment will follow ADB's Procurement Policy 2017 (as amended from time to time). All assets and equipment purchased under the contract will remain in possession of the government. Upon completion of the contract, these assets shall be turned over to the government in good working condition. The list of equipment will be approved prior by the client based on specification and criteria.

M. Reference Documents

The following project documents are included as appendices to these ToRs with the intention of providing information on the overall scope of the project. The documents are provided for information only.

- (i) Project reports that will allow the consultants to understand the requirements; and
- (ii) Detailed Engineering Design Report.

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” are 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” refers to 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 *[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], 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” 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 towards 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 other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees 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 Failure to Become Effective

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 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 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 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 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 as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause of 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 44 and 45.

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 the 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 the events referred to in (a) to (d); at least 60 calendar days' written notice in case for the event referred to in

(e); and at least five (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 (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 45.1;
- (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 thirty (30) calendar days' written notice to the Client, in case of the occurrence of 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 Clause GCC 45.1 within 45 calendar days after receiving a 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 45.1; 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 the 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 by Clause GCC 27. For equipment and materials furnished by the Client, the Consultant shall refer to GCC 28.

e. Payment upon Termination

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

- (a) payment for Services satisfactorily performed prior to the effective date of termination; 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

a. 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.

**b. 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 being notified, respect these 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
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 to GCC 42) 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 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.

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.

Consultant and Affiliates Not to Engage in Certain Activities	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 .
Prohibition of Conflicting Activities	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.
Strict Duty to Disclose Conflicting Activities	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.
22. Confidentiality	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 public the recommendations formulated in the course of, or as a result of, the Services public.
23. Liability of the Consultant	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.
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 the 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 GCC25.2 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 upon 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 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 estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 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.

29.3 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. Removal of Experts or Sub-Consultants

31.1 If the Client or the Consultant finds that any of the Experts or Sub-Consultant has breached Clause 29.2 or has been charged with having committed a criminal action, or if the Client determines that the 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.

31.2 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.

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 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 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, 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**.

33. Access to Project Site

33.1 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 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.

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

34.1 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 that 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 Contract price amount specified in Clause GCC 38.1.

35. Services, Facilities and Property of the Client

35.1 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, the at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 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**.

36.2 Professional and support counterpart personnel, excluding the 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.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall pay the Consultant for the deliverables specified in **Appendix A** and in the manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 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**.

39.2 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.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in Lump Sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 **Advance payment.** 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**. Such 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 D**, 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 portions against the Lump Sum installments specified in the **SCC** until the advance payments have been fully set off.

41.2.2 **Lump Sum installment payments.** The Client shall pay the Consultant within 60 days after the receipt by the Client of the deliverable(s) and the cover invoice for the related Lump Sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same 60-day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 **Final payment.** The final payment under this Clause shall be made only after the Consultant has submitted and the Client has approved the final report as satisfactory. The Services shall then be deemed completed and finally accepted by the Client. The last Lump Sum installment shall be deemed approved for payment by the Client within 90 calendar days after receipt of the final report by the Client unless the Client, within this 90-calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services and the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond 15 days after the due date stated in Clause GCC 41.2.2, 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

43. Good Faith

43.1 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

44. Amicable Settlement

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

44.2 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 45.1 shall apply.

45. Dispute Resolution

45.1 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

46. Eligibility

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

II. General Conditions

Attachment 1: Bank's Anticorruption Policy

[“Notes to the Client”: the text in this Attachment 1 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, sub-consultants 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, sub-consultants, 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 participate¹³ 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

¹³ Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

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 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 831 1182">Client:</td><td data-bbox="831 1079 1370 1182">Department of Public Works and Highways</td></tr> <tr> <td data-bbox="470 1182 831 1247">Attention:</td><td data-bbox="831 1182 1370 1247">ERIC A. AYAPANA</td></tr> <tr> <td data-bbox="470 1247 831 1316">E-mail (where permitted):</td><td data-bbox="831 1247 1370 1316">ayapana.eric@dpwh.gov.ph</td></tr> <tr> <td data-bbox="470 1316 831 1386">Consultant:</td><td data-bbox="831 1316 1370 1386"></td></tr> <tr> <td data-bbox="470 1386 831 1453">Attention:</td><td data-bbox="831 1386 1370 1453"></td></tr> <tr> <td data-bbox="470 1453 831 1520">Facsimile:</td><td data-bbox="831 1453 1370 1520"></td></tr> <tr> <td data-bbox="470 1520 831 1587">E-mail (where permitted):</td><td data-bbox="831 1520 1370 1587"></td></tr> </table>	Client:	Department of Public Works and Highways	Attention:	ERIC A. AYAPANA	E-mail (where permitted):	ayapana.eric@dpwh.gov.ph	Consultant:		Attention:		Facsimile:		E-mail (where permitted):	
Client:	Department of Public Works and Highways														
Attention:	ERIC A. AYAPANA														
E-mail (where permitted):	ayapana.eric@dpwh.gov.ph														
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: <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><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 45.1[a]), etc.]</i></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) Issuance of NTP (Notice to Proceed).
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 sixty-two (62) months after the effective date of Contract</p>
21.1.3	<p><u>Conflict</u></p> <p>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.</p>
23.1	<p><u>Consultant's Liability</u></p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(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:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(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;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law," if it is the law of the Client's country, or insert "applicable law in the Client's country," if the Applicable Law stated in Clause SCC 1.1(c) is different from the law of the Client's country].</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and</i></p>

	<p><i>reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></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 Philippines, in case motor vehicles are purchased. (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Philippines. (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 and whether it is inclusive or exclusive]</i> 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 and whether it is inclusive or exclusive]</i> 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 <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate “for” or “to”]</i> 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</p>

calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

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

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

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: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

- (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:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

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

I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.

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_{lo} in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]*

	<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 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>The Consultant shall submit itemized statements monthly to the Client.</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

	<p>panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing 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.</p> <p>(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>.</p> <p>(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 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</p>
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	<p>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 <i>[Note: 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 <i>[Note: 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 _____

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.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant 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.