

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Time-Based**

**Consulting Services for the Detailed Engineering Design for the Central  
Luzon-Pampanga River Floodway Project under Infrastructure Preparation  
and Innovation Facility (IPIF)- Second Additional Financing, Output 2:  
Water Projects**

**ADB Loan No. 4424-PHI**

**Contract No. 24CSZ107**

**between**

**Department of Public Works and Highways**

**and**

**CTI Engineering International Co., Ltd. (Japan)  
In Joint Venture with  
Nippon Koei Co., Ltd. (Japan)**

**In association with**

**Woodfield Consultant, Inc.,  
Philkoei International, Inc.,  
CTI Pilipinas, Inc., and  
Kyong-Ho Engineering & Architects Co., Ltd.**

**Dated: MAY 14 2025**

三品寿洋



## I. Form of Contract

### Time-Based

This CONTRACT (hereinafter called the "Contract") is made on the 14 day of the month of MAY 2025, 2025, between, on the one hand, **Department of Public Works and Highways** (hereinafter called the "Client") and, on the other hand, **CTI Engineering International Co., Ltd. (Japan) in joint venture with Nippon Koei Co., Ltd. (Japan) and in association with in association with Woodfield Consultant, Inc., Philkoei International, Inc., CTI Pilipinas, Inc., and Kyong-Ho Engineering & Architects Co., Ltd.** (hereinafter called the "Consultant").

#### WHEREAS

- the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- 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
- the Client has received a loan from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this loan 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 agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by 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 agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

FOR THE CONSULTANT  
By:   
**TAKAHIRO MISHINA**  
Authorized Representative

Whereas all the foregoing are duly certified by the Budget Officer  
02/2011/12/25/01-0000428 P 001 01/26/2025 P 62,562,742.35  
02/2011/12/25/01-0000428 P 001 01/26/2025 P 64,763.30  
02/2011/12/25/01-0000428 P 001 01/26/2025 P 64,763.30

  
**FARHA K. KARIM**  
Department Chief Accountant  
Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
Witnesses:  
  
**RAMON A. ARRIOLA III**  
Project Director, UPMO-FCMC

By:   
**EMIL K. SADAN, CESQ I**  
Senior Undersecretary

FOR THE CONSULTANT

By:

111  
S.S. 7/27  
TAKAHIRO MISHINA  
Authorized Representative

## (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
- Appendix F: Summary of Cost Estimates
- Appendix G: Personnel Schedule
- Appendix H: Work Schedule
- Appendix I: Minute of Contract Negotiation

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; Appendix F; Appendix G; Appendix H; Appendix I. 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.

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

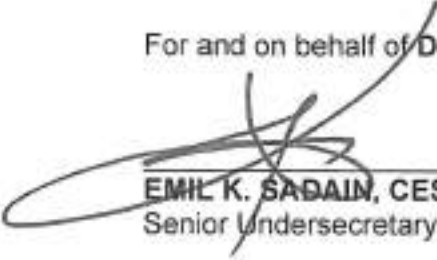
EMIL K. SARDAIN, CESO I  
Senior Undersecretary

Witnesses:

RAMON A. ARRIOLA III  
Project Director, UPMP-FCMC

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 **Department of Public Works and Highways**

  
**EMIL K. SADAIN, CESO I**  
Senior Undersecretary

For and on behalf of the **Consultant**

  
**TAKAHIRO MISHINA**  
Authorized Representative  
CTI Engineering International Co., Ltd.

**WITNESSES:**

  
**RAMON A. ARRIOLA III**  
Project Director  
UPMO Flood Control Management Cluster

  
**FARHA K. KARIM**  
Department Chief Accountant  
Finance Service

Witness as to Funding only duly certified by the Budget Office  
02/01/2025 09:00AM ed. 05/26/2025 P 43,552,242.35  
02/01/2025 09:00AM ed. 05/26/2025 P 263,353.90  
02/01/2025 09:00AM ed. 05/26/2025 P 236,404,816.67

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF QUEZON CITY) S.S.

BEFORE ME, this 15 MAY 2025 2025 at QUEZON CITY Philippines,  
personally appeared:

Name	Passport No.	Date issued
EMIL K. SADAIN	P9213424B	17 March 2022
TAKAHIRO MISHINA	TR5716902	24 February 2016

All of whom are known to be the same persons with proper authority, who executed the foregoing instrument, and that each and every page thereof has been signed by the witnesses, and that the same persons acknowledge to me that they executed the foregoing instrument based on their free act and deed and as an act of will and deed of the entities which they respectively represent.

  
**ATTY. ELIO C. PANTALEON**  
Notary Public

Attorney's Roll No. 91253

Notarial Appointment No. NP-488 (2025-2026)

Valid Until December 31, 2026

PTR No. 12653000J02 January 2025/Las Piñas City

IBP Official Receipt No. 379961/29 December 2025 Cavite

Suite 502-B 5th Floor Web-Jet Building

65 Quezon Avenue corner BMA Road, Quezon City

TIN: 603-302-389-00000

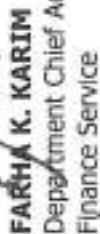
Doc. No. 357  
Page No. 72  
Book No. Y1  
Series of 2025.

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
Authorized Representative

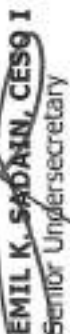
Witnessed as the funding entity, duly verified by the Budget Officer:  
02/01/2025 ON 000435-041 02/02/2025 P 41 02 243 05  
02/01/2025 ON 000439-041 02/02/2025 P 183 781 00  
02/01/2025 ON 000014-041 02/02/2025 P 256 084 45847

  
**FARHA K. KARIM**  
Department Chief Accountant  
Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
Project Director, UPMO-FCMC

  
**EMIL K. SADAIN, CES9 I**  
Senior Undersecretary



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) "Applicable Guidelines" are guidelines or policies of the Asian Development Bank governing the selection and contract award process as specified in the Special Conditions of Contract (SCC).
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the SCC, as they may be issued and in force from time to time.
- (d) "Bank" means the Asian Development Bank.
- (e) "Borrower [or Recipient or Beneficiary]" refers to the Government, Government agency or other entity that signs the financing [or loan or grant or project] agreement with the Bank.
- (f) "Client" refers to the [the implementing or the executing] agency that signs the Contract for the Services with the Selected Consultant.
- (g) A "Consultant" is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) A "Contract" is the legally binding signed written agreement between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], the Special Conditions (SCC), and the Appendices).
- (i) A "Day" is a working day unless indicated otherwise.
- (j) "Effective Date" refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (k) "Experts" are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) "Foreign Currency" is any currency other than the currency of the Client's country.
- (m) "GCC" refers to these General Conditions of Contract.
- (n) "Government" refers to the government of the Client's country.

FOR THE CONSULTANT

By:

  
TAKAHIRO MISHINA  
Authorized Representative

  
FARHA K. KARIM  
Department Chief Accountant  
Finance Service

Department Chief Accountant  
Finance Service

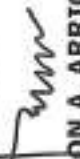
FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
EMIL K. SADAY, CESO I  
Senior Undersecretary

Project Director, UPDO-FCMC

Witnesses:

  
RAMON A. ARRIOLA III  
Project Director, UPDO-FCMC

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

Department Chief Accountant

Finance Service

FARHA K. KARIM

Department Chief Accountant

Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAYN, CESO-I**  
 Senior Undersecretary

Project Director, UPDO-FCMC

## 2. Relationship between the Parties

## 3. Law Governing Contract

## 4. Language

## 5. Headings

## 6. Communications

- (o) "Joint Venture (JV)" is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (p) "Key Expert(s)" refers to an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (q) "Local Currency" is the currency of the Client's country.
- (r) "Non-Key Expert(s)" is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (s) "Party" refers to the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (t) The Special Conditions of Contract (SCC) can amend or supplement but not overwrite the GCC.
- (u) "Services" refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) "Sub-Consultant" is an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

2.1 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.

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

4.1. 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.

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

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative
**7. Location**

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**.

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Corrupt and Fraudulent Practices**

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

**Commissions and Fees**

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

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT****11. Effectiveness of Contract**


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

**12. Termination of Contract for Failure to**

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

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

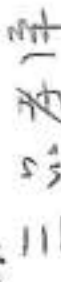
By:

  
**EMIL K. SABAIN, CESO I**  
 Senior Undersecretary



FOR THE CONSULTANT

By:



TAKAHIRO MISHINA

Authorized Representative

**Become Effective**

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 which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:



EMIL K. SAPAIN, CESOI

Senior Undersecretary

Witnesses:



RAMON A. ARRIOLA III

Project Director, UPMO-FCMC

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

### c. Measures to be Taken

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.

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Party was unable to perform the action as a result of Force Majeure.

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

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


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

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

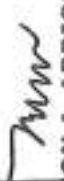
### 18. Suspension

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMEL K. SADAIN, CESO-I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative
**19. Termination****a. By the Client**

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

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

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

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

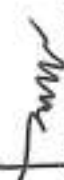
19.1.3 The Consultant may terminate this Contract, by not less than 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

**b. By the Consultant**

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

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**EMIL K. SAPAIN, CESO-I**  
 Senior Undersecretary

Witnesses:

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service





## C. OBLIGATIONS OF THE CONSULTANT

## 20. General

## Standard of Performance

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

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

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

## Law Applicable to Services

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

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

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

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

## 21. Conflict of Interests

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

FOR THE CONSULTANT

By:

  
TAKAHIRO MISHINA  
Authorized Representative

Department Chief Accountant

Finance Service

FARHA K. KARIM

Department Chief Accountant

Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
EMIL K. SADAIN, CESO I  
Senior Undersecretary

Project Director, UPMD-FCMC


UPMD-FCMC

RAMON A. ARRIOLA III

Project Director, UPMD-FCMC

UPMD-FCMC

Witnesses:

  
RAMON A. ARRIOLA III  
Project Director, UPMD-FCMC

Project Director, UPMD-FCMC

UPMD-FCMC

EMIL K. SADAIN, CESO I

Senior Undersecretary

UPMD-FCMC

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 to GCC 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own 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 the recommendations formulated in the course of, or as a result of, the Services public.

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMP-FCMC

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative
**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 such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site, assets and/or all accounts and records relating to the performance of the Contract and the selection process to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute an integrity violation subject to contract termination (as well as to a determination of ineligibility under the Bank's Anticorruption Policy and Integrity Principles and Guidelines).

**26. Reporting Obligations**


26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**EMIL K. SADATIN, CESO-I**  
 Senior Undersecretary

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

## 28. Equipment, Vehicles and Materials

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28.1 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 Obligation of Key Experts

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

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


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

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SABATIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPWO-FCMC



FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service

in Clause GCC 41.1, the Parties shall sign a Contract amendment.

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

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

### 30. Replacement of Key Experts

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

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

### 31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within

## FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

### 32. Removal of Experts or Sub-Consultants

22 days from the date of receipt of the CVs, the additional Key Experts shall be deemed to have been approved by the Client.

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

32.2 In the event that any of Key Experts, Non-Key Experts, or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

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

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

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

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

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

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


## E. OBLIGATIONS OF THE CLIENT

### 35. Assistance and Exemptions


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


## FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARIOLA III**  
 Project Director, UPMO-FCMC

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

Department Chief Accountant

Finance Service

FARHA K. KARIM

Department Chief Accountant

Finance Service

- (a) Assist the Consultant with obtaining work permits and other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable Law in the Client's country.
- (f) Assist the Consultant, any Sub-Consultants, and their Experts with obtaining the privilege, pursuant to the Applicable Law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

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

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

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

Project Director, UPMO-FCMC

Project Director, UPMO-FCMC

RAMON A. ARRIOLA III

Project Director, UPMO-FCMC

Project Director, UPMO-FCMC

### 36. Access to Project Site

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

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

### 38. Services, Facilities and Property of the Client

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

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

### 39. Counterpart Personnel

39.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge. These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

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

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

### 40. Payment Obligation

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

## F. PAYMENTS TO THE CONSULTANT

### 41. Ceiling Amount

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

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

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:


  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service



FOR THE CONSULTANT

By:



TAKAHIRO MISHINA

Authorized Representative

#### 42. Remuneration and Other Expenses, Provisional Sums and Contingency

the Parties referring to the provision of this Contract that evokes such amendment.

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

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

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

42.4 The remuneration rates shall cover: (i) salaries and allowances as the Consultant agreed to pay the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

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

#### 43. Taxes and Duties

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

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

#### 44. Currency of Payment

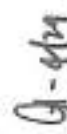
44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

#### 45. Mode of Billing and Payment

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

- (a) **Advance payment.** Within the number of days after the Effective Date, the Client provide the Consultant with an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or

0213131255-01-200314-44 81/06/2020 # 43,353,142.39  
0213131255-01-200314-44 81/06/2020 # 343,353.90  
0213131255-01-200314-44 81/06/2020 # 234,654.88.57



FARHA K. KARIM

Department Chief Accountant

Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:



RAMON A. ARRIOLA III

Project Director, UPMO-FCMC



EMIL K. SADAIN, CESO I

Senior Undersecretary

## FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

amounts) and in a currency (or currencies) specified in the **SCC**. This guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until the advance payments have been fully set off.

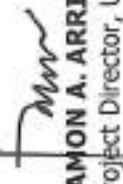
- (b) **Itemized invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within 60 days after the receipt by the Client of the itemized invoices and supporting documents. Only the portion of the invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) **Final payment.** The final payment under this Clause shall be made only after the final report and a final invoice (identified as such) shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 90 calendar days after receipt of the final report and final invoice by the Client unless the Client gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice within the 90-calendar day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in according to the provisions of this Contract shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof. Any claim by the Client for reimbursement must be made within 12 calendar months after receipt by the Client of

## FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESQ I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**FARIHA K. KARIM**  
 Department Chief Accountant  
 Finance Service

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

#### 46. Interest on Delayed Payments

a final report and a final invoice approved by the Client in accordance with this clause.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d), payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

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

### G. FAIRNESS AND GOOD FAITH

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

### H. SETTLEMENT OF DISPUTES

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

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

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

### I. ELIGIBILITY

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

#### 47. Good Faith


#### 48. Amicable Settlement

#### 49. Dispute Resolution

#### 50. Eligibility

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

## II. General Conditions

### Attachment 1: Bank's Anticorruption Policy

#### Anticorruption Policy

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
- (ii) "Fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
- (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
- (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
Authorized Representative

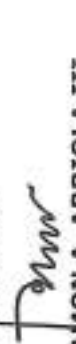
Department Chief Accountant  
Finance Service

  
**FARHA K. KARIM**

Department Chief Accountant  
Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**RAMON A. ARRIOLA III**  
Project Director, UPMD-FCMC

  
**EMIL K. SADAIN, CESO-1**  
Senior Undersecretary



FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
Authorized Representative

- (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 participate<sup>1</sup> 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:

- being available to be interviewed and replying fully and truthfully to all questions asked;
- providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- 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;
- 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);
- cooperating in any testing or examination requested by ADB;
- providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- 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,

<sup>1</sup> Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SABAIN, CESO-I**  
Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
Project Director, UPMO-FCMC

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.

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
Authorized Representative

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**FARHA K. KARIM**  
Department Chief Accountant  
Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADRAIN, CESO I**  
Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
Project Director, UPMD-FCMC

## III. Special Conditions of Contract


Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1 (b)	<p><b><u>Applicable Guidelines</u></b></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><b><u>Applicable Law</u></b></p> <p>The Contract shall be construed in accordance with the law of the Republic of the Philippines.</p>
4.1	<p><b><u>Language</u></b></p> <p>The language is English.</p>
6.1 and 6.2	<p><b><u>Contact Details</u></b></p> <p>Client: Department of Public Works and Highways (DPWH) Room 211, 2<sup>nd</sup> Floor, DPWH Main Office Bonifacio Drive, Port Area, Manila, Philippines</p> <p>Attention: Emil K. Sadain, CESO I Senior Undersecretary</p> <p>Phone: +632-5304-3555 Facsimile: +632 304 3022 / +632 304 3555 / +632 304 3570 E-mail: sadain.emil@dpwh.gov.ph</p> <p>With a copy to:</p> <p>Ramon A. Arriola III Project Director Email: arriola.ramon_iii@dpwh.gov.ph</p> <p>Michael T. Alpasan Project Manager I E-mail : mtalpasan@yahoo.com</p> <p>Consultant : CTI Engineering International Co., Ltd. (Japan) and Nippon Koei Co., Ltd. (Japan) 3-21-1 Nihombashi Hamacho, Chuo-ku, Tokyo 103-0007, Japan</p> <p>Attention : Takahiro Mishina Authorized Representative,</p>

FOR THE CONSULTANT

By:


  
TAKAHIRO MISHINA  
Authorized Representative

03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM  
03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM  
03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM 03/11/2024 09:00:00 AM

  
FARHA K. KARIM  
Department Chief Accountant  
Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
RAMON A. ARRIOLA III  
Project Director, UPDO-FCMC

  
EMIL K. SADAIN, CESO I  
Senior Undersecretary

FOR THE CONSULTANT

By: **TAKAHIRO MISHINA**  
Authorized RepresentativeCTI Engineering International Co., Ltd.  
Telephone : +81-3-5695-0222  
Facsimile : +81-3-3639-6880  
E-mail: eigyo@ctii.co.jp

With a copy to :

Kohei Takayama  
Deputy General Manager of Disaster Management Division  
E-mail : takayama@ctii.co.jp

8.1

**Lead Member of Joint Venture**

The Lead Member on behalf of the JV is CTI Engineering International Co., Ltd.

9.1

**Authorized Representatives**

The Authorized Representatives are:

For the Client: Emil K. Sadain, CESO I  
Senior UndersecretaryFor the Consultant: Takahiro Mishina  
Chairperson  
CTI Engineering International Co., Ltd.

11.1

**Conditions of Effectiveness of Contract**

Receipt of Notice to Proceed by the Consultant.

12.1

**Termination of Contract for Failure to Become Effective:**The time period shall be **four (4) months** from the date the Contract was signed.

13.1

**Commencement of Services:**The number of days shall be **ten (10) days** after the effective date of Contract.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

14.1

**Contract Period**

Expiration of Contract:

The time period shall be **thirty (30) months** after the effective date of Contract

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By: **RAMON A. ARRIOLA III**  
Project Director, UPMO-FCMC**EMIL K. SADAIN, CESO I**  
Senior Undersecretary  
**FARHA K. KARIM**  
Department Chief Accountant  
Finance Service



FOR THE CONSULTANT

By:

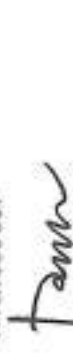
  
**TAKAHIRO MISHINA**  
 Authorized Representative

  
**FARHA K. KARIM**

 Department Chief Accountant  
 Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

21.1.3

**Conflict**

The Client may disqualify the Consultant from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3

23.1

**Consultant's Liability**

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds one times the total value of the Contract;

(b) This limitation of liability shall not

- (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

- (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in the Republic of the Philippines.

24.1

**Insurance Coverage**

The insurance coverage against the risks shall be as follows:

- (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 of in accordance with the applicable law in the Client's Country, in case motor vehicles are purchased;
- (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the 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

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

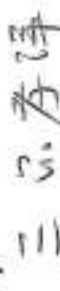
By:

  
**EMIL K. SADAIN, CESO III**  
 Senior Undersecretary

	(iii) any documents prepared by the Consultant in the performance of the Services.
27.1	<b><u>Exceptions to Proprietary Rights</u></b> None
27.2	<b><u>Future Use of Documents</u></b> The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
35.1(g)	<b><u>Other Assistance to Be Provided by Client</u></b> Provide to the Consultant the assistance that is detailed in the Terms of Reference.
41.2	<b><u>Currency Ceilings</u></b> The ceiling is: USD 27,925,054.71 exclusive of local indirect taxes and other local taxes in accordance with GCC 43.2.
42.3	<b><u>Price Adjustments</u></b> Price adjustment on the remuneration <b>applies</b> . Payments for remuneration made in foreign and/or local currency shall be adjusted as follows: (1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13 <sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_b \times \frac{I_f}{I_b}$ where $R_f$ is the adjusted remuneration; $R_b$ is the remuneration payable on the basis of the remuneration rates ( <b>Appendix C</b> ) 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 $I_b$ 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 $I_b$ in the adjustment formula for remuneration paid in foreign currency: For USD currency,

FOR THE CONSULTANT

By:



TAKAHIRO MISHINA

Authorized Representative

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:



EMIL K. SADAIN, CESO I

Senior Undersecretary

Witnesses:



RAMON A. ARRIOLA III

Project Director, UPWO-FCMC



FARHA K. KARIM

Department Chief Accountant

Finance Service

Consumer Price Index for all Urban Consumers (CPI-C), 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:

$$R_t = R_b \times \frac{I_t}{I_b}$$

where

$R_t$  is the adjusted remuneration;

$R_b$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_t$  is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

$I_b$  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  $I_t$  and  $I_b$  in the adjustment formula for remuneration paid in local currency:

*The Philippine Consumer Price Index (CPI) Issued by the index for foreign currency.*

- (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.

For JPY Currency paid for Japanese experts, Consumer Price Index Japan for the month of last adjustment, sourced from Statistics Bureau, Ministry of Internal Affairs of Communication, Japan (<https://www.stat.go.jp/english/>) shall be applied.

42.4

#### Other Items to Be Covered as Remuneration

Not Applicable

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

43.1 and  
43.2**Taxes and Duties**

The Client warrants that it shall pay on behalf of the Consultant, the Sub-Consultants, and the Experts any local indirect taxes and other local taxes in accordance with GCC 43.2, duties, fees, levies, and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants, and the Experts in respect of:

- (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;
- (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:
  - (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.

Any indirect local taxes and other local taxes in accordance with GCC 43.2 chargeable in respect of this Contract for the Services provided by the Consultant shall be borne and paid by the Client for the Consultant.


Local Tax Estimates		Total in US\$
Value Added Tax (VAT)		
	VAT (12% of Local Remuneration)	247,394.40
	VAT (12% of International Remuneration, Local Resident)	41,184.00
	VAT (12% of Reimbursable Expense – Administrative & Supporting Staff, Service Vehicle, Office Cost, Computer & Accessories for Survey, Subcontract)	1,717,946.99
	VAT (12% of assumed 50% cost of Provisional Sum)	225,851.04
	VAT (12% of assumed 50% cost of Contingency)	70,657.55

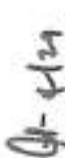
FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**FARHAN K. KARIM**  
 Department Chief Accountant  
 Finance Service



FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

  
**FARHA K. KARIM**  
 Department Chief Accountant  
 Finance Service

	<b>Sub-total</b>	<b>2,303,033.98</b>
<b>Expanded Withholding Tax (EWT)</b>		
EWT (15% of Local Remuneration)		309,243.00
EWT (15% of International Remuneration, Local Resident)		51,480.00
EWT (15% of Reimbursable Expense – Administrative & Supporting Staff, Service Vehicle, Office Cost, Computer & Accessories for Survey, Subcontract)		2,147,433.74
EWT (15% of assumed 50% cost of Provisional Sum)		282,313.80
EWT (15% of assumed 50% cost of Contingency)		88,321.94
	<b>Sub-total</b>	<b>2,878,792.48</b>
	<b>Total Estimate</b>	<b>5,181,826.46</b>

In cases where taxation for the foreign costs is mandatory, the Client shall pay (or cover through other allowed means in line with the Philippine's taxation framework), the applicable Philippine taxes and duties on behalf of the Consultant in accordance with the Loan Agreement and Project Administration Manual agreed and executed by and between the Government of the Client's country and the Bank.

Notwithstanding the foregoing, the assumption of the government of taxes due to the consultant is contingent to the compliance of the same to the requirements of the government.

44.1

**Currency of Payments**

The currency of payment shall be US Dollars (USD).

45.1(a)

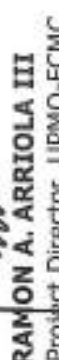
**Advance Payments**

The following provisions shall apply to the advance payment(s) and the advance bank payment guarantee(s):

- (1) An initial advance payment of USD 4,188,758.21 (*i.e.* 15% of the ceiling amount of contract) shall be made within 15 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 15 months of the Services, starting the first month after reception of the advance payment, until the advance payment has been fully set off.
- (2) The advance payment bank guarantee(s) shall be in the amount and in the currency of the advance payment.
- (3) The guarantee amount may be accordingly reduced in equal value of the respective set off amount.
- (4) The bank guarantee shall be issued by a reputable bank located in the Consultant's country advising through the bank's branch located in the Client's country in the form provided in Appendix E: Form of Advance Payments Guarantee.

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

  
**EMEL K. SADAIN CESOI**  
 Senior Undersecretary

FOR THE CONSULTANT

By:

11

TAKAHIRO MISHINA

Authorized Representative

FARHAK K. KARIM

Department Chief Accountant

Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

Witnesses:

RAMON A. ARRIOLA III

Project Director, UPMP-FCMC

EMIL K. SADAIN, CESO I

Senior Undersecretary

45.1(b)	<p><b>Itemized Statements</b></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of every 2 months.</p>
45.1(e)	<p><b>Consultant's Accounts</b></p> <p>CTI as the Leader of the JV will submit the billing of Advance Payment and itemized statements for Interim Payment to the Client and will receive those Payments in the Bank Account.</p> <p>The accounts are:</p> <p><b>For Foreign Bank (USD)-1 (Japan)</b></p> <p>Bank Name: MUFG Bank, Ltd., Jinbocho Branch  Bank Address: 2-2 Kanda Jinbocho, Chiyoda-ku, Tokyo, Japan  Account Name: CTI Engineering International Co., Ltd.  Account No.: 1018930  Swiftcode: BOTKJPJT</p> <p><b>For Local Bank (USD)-2: (Philippine)</b></p> <p>Bank Name: Security Bank Corporation  Bank Address: Unit 103 VIP Building Roxas Blvd Cor. Nuestra Señora De Guia Street Ermita  Account Name: CTI Engineering International Co., Ltd. – CLPRF Project (DED)  Account No.: 0000072283088  Swiftcode: SETCPHMM</p>
46.1	<p><b>Interest Rate on Delayed Payments</b></p> <p>The interest rate is: 2.5%</p>
49.	<p><b>Dispute Resolutions</b></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li><b>Selection of Arbitrators.</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>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 the <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such 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</li> </ol> </li> </ol>

FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

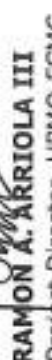
  
**FARHAN K. KARIM**  
 Department Chief Accountant  
 Finance Service

FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, FIDIC shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce (ICC), Paris.
- (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 ICC to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. **Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the ICC as in force on the date of this Contract.
3. **Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
- (a) the country of incorporation of the Consultant or of any of their members or Parties; or
  - (b) the country in which the Consultant's principal place of business is located; or
  - (c) the country of nationality of a majority of the Consultant's shareholders; or
  - (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
5. **Miscellaneous.** In any arbitration proceeding hereunder:

## FOR THE CONSULTANT

By:

  
**TAKAHIRO MISHINA**  
 Authorized Representative

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore;
- (b) the *English* 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.

  
**FARHA K. KARIM**  
 Deputy Chief Accountant  
 Finance Service

## FOR THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

  
**EMIL K. SADAIN, CESO I**  
 Senior Undersecretary

Witnesses:

  
**RAMON A. ARRIOLA III**  
 Project Director, UPMO-FCMC

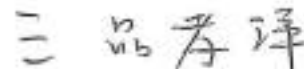


Infrastructure Preparation and Innovation Facility (IPIF), Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PHI

Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

### **Appendix B: Key Experts**

No.	Position	International / National	Name of Expert	Company Name	MM
1	Team Leader/Flood Management Design Engineer	International	MISHINA, Takahiro	CTII	21.00
2	River/Flood Control Engineer	International	SUZUKI, Masanori	CTII	16.00
3	Hydrologist/Hydraulic Engineer	International	SUGINO, Eri	CTII	16.00
4	Structural Engineer	International	TAKAYAMA, Kohei	CTII	25.00
5	Environmental Specialist	International	YAMAZAKI, Norikazu	CTII	12.00
6	RAP Specialist	International	ESTARIS, Maria Lyra S.	CTIP	8.00
7	Deputy Team Leader/Flood Control Design Engineer	National	IRINCO, Reinerio E.	WCI	30.00
8	River/Flood Control Engineer	National	ENCARGUES, Emerson E.	WCI	28.00
9	Hydrologist/Hydraulic Engineer	National	BALLESTEROS, Santy F.	CTIP	25.00
10	Structural Engineer	National	RITA, Jerry O.	PKII	24.00
11	EIA Specialist	National	LIM, Jose Marie	CTII	28.00
12	RAP Specialist	National	AMBROSIO, Anita L.	PKII	20.00



**TAKAHIRO MISHINA**

Authorized Representative  
CTI Engineering International Co.,  
Ltd.



**RAMON A. ARRIOLA III**

Project Director  
DPWH-UPMO-FCMC



**EMIL K. SADAIN, CESO I**

Senior Undersecretary

Infrastructure Preparation and Innovation Facility (IPIF), Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PH

Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

**Appendix C: Remuneration Cost Estimates**

**International**

Name	Position	Currency	Home Office			Field			Total	Total in USD
			Inputs in PM	Rate per PM	Amount	Inputs in PM	Rate per PM	Amount		
MISHINA, Takahiro	Team Leader/Flood Management Design Engineer	USD	6.00	27,500	165,000	15.00	27,500	412,500	577,500	577,500
SUZUKI, Masanori	River/Flood Control Engineer	USD	4.00	24,200	96,800	12.00	24,200	290,400	387,200	387,200
SUGINO, Eri	Hydrologist/Hydraulic Engineer	USD	4.00	24,200	96,800	12.00	24,200	290,400	387,200	387,200
TAKAYAMA, Kohei	Structural Engineer	USD	6.00	24,200	145,200	17.00	24,200	411,400	556,600	556,600
YAMAZAKI, Norikazu	Environmental Specialist	USD	-	24,200	-	12.00	24,200	290,400	290,400	290,400
ESTARIS, Maria Lyra S.	RAP Specialist	USD	8.00	22,000	176,000	-	22,000	-	176,000	176,000
SHICHUJIGARI, Akio	Project Director	USD	-	23,100	-	4.00	23,100	92,400	92,400	92,400
TOYAMA, Masato	Co-Team Leader/Flood Management Planner	USD	-	23,100	-	8.00	23,100	184,800	184,800	184,800
PARK, Chon Jong	Bridge Design Engineer	USD	-	20,900	-	10.00	20,900	209,000	209,000	209,000
SHIMADA, Tetsuro	Mechanical Engineer	USD	-	20,900	-	6.00	20,900	125,400	125,400	125,400
PHAN, Duy Hung	Electrical Engineer	USD	-	20,900	-	6.00	20,900	125,400	125,400	125,400
MIZUNO, Naoya	Geologist	USD	4.00	20,900	83,600	8.00	20,900	167,200	250,800	250,800
KIM, Young Dae	Road/Highway Engineer	USD	-	20,900	-	8.00	20,900	167,200	167,200	167,200
KITAMURA, Yuichi	Geodetic Engineer	USD	2.00	20,900	41,800	14.00	20,900	292,600	334,400	334,400
HAN, Kwang Suk	Geotechnical/Soil/Materials Engineer	USD	-	20,900	-	16.00	20,900	334,400	334,400	334,400
COMBALICER, Edwin A.	Biodiversity/Wetland Ecological Expert	USD	8.00	20,900	167,200	-	20,900	-	167,200	167,200
KUDO, Makoto	Hydraulic Modeling Engineer	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
JIMBO, Masanobu	Coastal Engineer	USD	2.00	20,900	41,800	1.00	20,900	20,900	62,700	62,700
SHIMIZU, Hiroshi	Design Engineer 1	USD	-	20,900	-	5.00	20,900	104,500	104,500	104,500
TANAKA, Hirofumi	Design Engineer 2	USD	-	23,100	-	5.00	23,100	115,500	115,500	115,500
SATOMI, Kenichi	Design Engineer 3	USD	2.00	20,900	41,800	3.00	20,900	62,700	104,500	104,500
MATSUI, Wato	Drainage Engineer 1	USD	-	20,900	-	2.00	20,900	41,800	41,800	41,800
TATARA Kanji	Drainage Engineer 2	USD	-	20,900	-	2.00	20,900	41,800	41,800	41,800
DO, Hoai Nam	Irrigation Expert	USD	1.00	20,900	20,900	5.00	20,900	104,500	125,400	125,400
UM, Woosoo	Bridge Design Engineer 2	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
Rahmat Ullah	Construction Planner	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
KINUGAWA, Teppo	Soil Material Engineer	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
KATAOKA, Taiga	Cost Engineer	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
MURAKAMI, Takeshi	Economist	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
PATERSON, Ian	Contract Specialist	USD	-	20,900	-	4.00	20,900	83,600	83,600	83,600
<b>Sub-total</b>			<b>49.00</b>			<b>199.00</b>				<b>5,595,700</b>

**National**

Name	Position	Currency	Home Office			Field			Total	Total in USD
			Inputs in PM	Rate per PM	Amount	Inputs in PM	Rate per PM	Amount		
IRINCO, Reinano E.	Deputy Team Leader/Flood Control Design Engineer	USD	30.00	6,050	181,500	-	-	-	181,500	181,500
ENCARGUES, Emerson E.	River/Flood Control Engineer	USD	28.00	4,840	135,520	-	-	-	135,520	135,520
BALLESTEROS, Santy F.	Hydrologist/Hydraulic Engineer	USD	25.00	4,840	121,000	-	-	-	121,000	121,000
RITA, Jerry O.	Structural Engineer	USD	24.00	4,840	116,160	-	-	-	116,160	116,160
LIM, Jose Marie	EIA Specialist	USD	28.00	4,840	135,520	-	-	-	135,520	135,520
AMBROSIO, Anita L.	RAP Specialist	USD	20.00	4,840	96,800	-	-	-	96,800	96,800
JUGUETA, Ronilo P.	Road/Highway Engineer	USD	14.00	4,820	67,480	-	-	-	67,480	67,480

ABELLERA, Jovito A.	Bridge Design Engineer	USD	10.00	4,820	48,200	-	-	-	48,200	48,200
REMIGIO, Ferdinand	Geodetic Engineer	USD	21.00	4,820	97,020	-	-	-	97,020	97,020
TBN	Geotechnical/Soil/Materials Engineer	USD	21.00	4,820	97,020	-	-	-	97,020	97,020
ABRIGO, Lazaro Ferdinand S.	Mechanical Engineer	USD	12.00	4,820	55,440	-	-	-	55,440	55,440
CATILO, Paul Richard P.	Electrical Engineer	USD	12.00	4,820	55,440	-	-	-	55,440	55,440
MAGNO, Jameal L.	Geologist	USD	11.00	4,820	50,820	-	-	-	50,820	50,820
VELASCO, Rhenz Nicolo D.	GIS Specialist	USD	20.00	4,820	92,400	-	-	-	92,400	92,400
DIFUNTORUM, Helen P.	Quantity/Cost Engineer	USD	10.00	4,820	48,200	-	-	-	48,200	48,200
LOYOGGOY, Roseller Jake B.	Contract and Specification Engineer/Procurement Expert	USD	7.00	4,820	32,340	-	-	-	32,340	32,340
SAAVEDRA, Francisco Jr.	Construction Planner/Engineer	USD	8.00	4,820	36,960	-	-	-	36,960	36,960
ALTAMIRANO, Ronald Allan N.	Ornithologist Expert	USD	8.00	4,820	36,960	-	-	-	36,960	36,960
ETSTARIS, Maria Emelita S.	IEC Specialist	USD	18.00	4,820	83,160	-	-	-	83,160	83,160
GARCHITORENA, Gilbert G.	Economic and Financial Analyst	USD	10.00	4,820	48,200	-	-	-	48,200	48,200
REYES, Ediberto S. Jr.	Land Appraisal Specialist	USD	15.00	4,820	73,920	-	-	-	73,920	73,920
OLEGARDO, Ariane	Social Development and Gender Specialist	USD	15.00	4,820	69,300	-	-	-	69,300	69,300
TIANGCO, Paulo John	IP Specialist	USD	7.00	4,820	32,340	-	-	-	32,340	32,340
DE GUA, Michael	Biodiversity/Wetland Ecological Expert	USD	7.00	4,820	32,340	-	-	-	32,340	32,340
LAURON, Olivia M.	Design Engineer 1	USD	8.00	4,820	36,960	-	-	-	36,960	36,960
TADIFA, Aldrin Joseph M.	Design Engineer 2	USD	8.00	4,820	36,960	-	-	-	36,960	36,960
TBN	Design Engineer 3	USD	8.00	4,820	36,960	-	-	-	36,960	36,960
GERMINO, Anthony B.	Bridge Design Engineer 2	USD	5.00	4,820	23,100	-	-	-	23,100	23,100
RESULTAY, Moises J.	Geodetic Engineer 2	USD	8.00	4,820	27,720	-	-	-	27,720	27,720
VILLAMIN, Jamie P.	Quantity/Cost Engineer 2	USD	5.00	4,820	23,100	-	-	-	23,100	23,100
ABASTILLA, John M.	Construction Planner 2	USD	4.00	4,820	18,480	-	-	-	18,480	18,480
ARGUEL, John Arvin B.	Environmental Specialist	USD	5.00	4,820	23,100	-	-	-	23,100	23,100
Sub-total			431.00							2,061,620

三品 孝 洋  
TAKAHIRO MISHINA

Authorized Representative  
CTI Engineering International Co.,  
Ltd.

  
RAMON A. ARRIOLA III  
Project Director  
DPWH-UPMO-FCMC

  
EMIL K. SADAIN, CESO I  
Senior Undersecretary

Infrastructure Preparation and Innovation Facility (IPIF), Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PHI

Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

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

Reimbursable Expense Item

Item Code and Name	Remarks	Quantity	Unit	Currency	Unit Price	Total	Total in \$
<b>A. Administrative Support Staff</b>							<b>207,000</b>
1. Administrative Officer	1 person	30	Month	USD	1,600	48,000	
2. Utility / Messenger	2 persons	60	Month	USD	750	45,000	
3. Administrative Assistant	1 person	30	Month	USD	1,100	33,000	
4. Accounting Officer	1 person	30	Month	USD	1,600	48,000	
5. Accounting Assistant	1 person	30	Month	USD	1,100	33,000	
<b>B. Airfare</b>							<b>203,300</b>
1. International Airfares		107	Round Trip	USD	1,900	203,300	
<b>C. Per Diem</b>							<b>806,400</b>
1. Per diem allowances - International		5,970	Calendar Day	USD	120	716,400	
2. Per diem allowances - Local		3,000	Calendar Day	USD	30	90,000	
<b>D. Service Vehicle (Inclusive O&amp;M)</b>							<b>324,000</b>
1. Purchase 4x4 Pick Up (Brand New)	1 car	1	Unit	USD	36,000	36,000	
2. Purchase SUV (Brand New)	3 cars	3	Unit	USD	32,000	96,000	
3. Operation and Maintenance	4 cars	120	Month	USD	1,600	192,000	
<b>E. Office Cost</b>							<b>773,000</b>
1. Office Supplies		30	Month	USD	2,700	81,000	
2. Office Communications	Phone bills, Internet, Mails, etc.	30	Month	USD	1,100	33,000	
3. Reproduction Reports and Drawings		30	Month	USD	4,500	135,000	
4. Manila/Project Office		30	Month	USD	8,700	261,000	
5. Office Operation & Maintenance	Including water, electricity, etc.	30	Month	USD	2,500	75,000	
6. Office Equipment and Furniture		1	Lump-sum	USD	188,000	188,000	
<b>F. Computers and Accessories for Survey</b>							<b>157,000</b>
1. Laptop with Basic Software		40	Month	USD	1,600	64,000	
2. Desktop Computers with Software		30	Month	USD	2,700	81,000	
3. Tablets		20	Month	USD	600	12,000	
<b>G. Cost of Topographic/Cross Section Survey</b>							<b>12,855,224.90</b>
<b>Horizontal and Vertical Control</b>							
1. Primary Controls		51	Mon	USD	220	11,220	
2. Intermediate Controls		102	Mon	USD	180	18,360	
3. Horizontal Controls (Level Run)		153.43	Km	USD	180	27,617.40	
4. Vertical Controls (Level Run)		59	Km	USD	180	10,620	
<b>Topographic Survey</b>							
1. 200m width, 59km CLPR Floodway		1,180	Ha	USD	250	295,000	
2. Nueva Ecija Ring Dike (155.43km X 100m)		1,554.30	Ha	USD	250	388,575	
3. 6 Viaducts or Bridges along CLPR Floodway		150	Ha	USD	290	43,500	



4. 1 Control Weir		25	Ha	USD	290	7,250	
5. 3 Intake Structures		50	Ha	USD	290	14,500	
6. 60 Sluiceway Locations		45	Ha	USD	290	13,050	
<b>Cross-section Survey (DED @ 20m interval)</b>							
1. 440m width, 59km CLPR Floodway		2,595	Ha	USD	250	649,000	
2. Nueva Ecija Ring Dike (155.43km X 100m)		139.89	Ha	USD	250	34,972.50	
3. 6 Viaducts or Bridges along CLPR Floodway		132	Ha	USD	290	38,280	
4. 1 Control Weir		22	Ha	USD	290	6,380	
5. 3 Intake Structures		66	Ha	USD	290	19,140	
6. 60 Sluiceway Locations		300	Ha	USD	290	87,000	
<b>Parcellary Survey</b>							
1. 200m width, 59km CLPR Floodway		1,180	Ha	USD	1,000	1,180,000	
2. Nueva Ecija Ring Dike (155.43km X 60m)		932.58	Ha	USD	1,000	932,580	
<b>Geotechnical Investigation (@ 20m deep / BH)</b>							
1. 400m width, 59km CLPR Floodway		984	Bh	USD	1,430	1,407,120	
2. Nueva Ecija Ring Dike (155.43km)		2,592	Bh	USD	1,430	3,708,560	
3. 6 Viaducts or Bridges along CLPR Floodway		60	Bh	USD	1,500	90,000	
4. 1 Control Weir		3	Bh	USD	1,500	4,500	
5. 3 Intake Structures		60	Bh	USD	1,500	90,000	
6. 60 Sluiceway Locations		60	Bh	USD	1,500	90,000	
EIA Study		1	Lump-sum	USD	540,000	540,000	
Conduct of Information and Education Campaign (IEC)		1	Lump-sum	USD	930,000	930,000	
Conduct of LAP/RAP Survey		1	Lump-sum	USD	1,780,000	1,780,000	
Socio Economic Survey		1	Lump-sum	USD	180,000	180,000	
Flood Inundation Survey		1	Lump-sum	USD	90,000	90,000	
Gender and Development Survey		1	Lump-sum	USD	90,000	90,000	
Geological and Hazard Survey		1	Lump-sum	USD	80,000	80,000	
<b>Total Reimbursable Items</b>						<b>15,325,924.90</b>	

## Contingency and Provisional Sum

Item Code and Name	Remarks	Quantity	Unit	Currency	Amount	Total	Total in \$
Provisional Sum							
A. ECC Application / NCIP Application	Air, and noise quality; sediment sampling, ECC, NCIP processing	1	Lump-sum	USD	41,800	41,800	41,800
B. IPA Evaluation			K/m	USD	643,290	643,290	643,290
C. Technology and Knowledge Transfer		1	Lump-sum	USD	24,000	24,000	24,000
D. Field Survey, Investigation and Studies (20%)		1	Provisional-sum	USD	3,055,094.01	3,055,094.01	3,055,094.01
<b>Total Provisional Sum</b>						<b>3,764,184.01</b>	
Contingency		1	Lump-sum	USD	1,177,625.80	1,177,625.80	1,177,625.80
<b>Total Contingency</b>						<b>1,177,625.80</b>	

Note: Exchange Rate as per Contract (Daily Exchange Rate of Bangko Sentral ng Pilipinas as of 25 September 2024). 1 USD = ₱ 56.50

三品孝平  
TAKAHIRO MISHINA

Authorized Representative  
CTI Engineering International Co.,  
Ltd.

RAMON A. ARRIOLA III  
Project Director  
DPWH-UPMO-FCMC

EMIL K. SADAIN, CESO I  
Senior Undersecretary  
DPWH

## 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]<sup>1</sup> upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount that the Consultant has failed to repay.

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

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

latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

<sup>1</sup> 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.

<sup>2</sup> 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

Infrastructure Preparation and Innovation Facility (IPIF), Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PH

Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

**Appendix F: Summary of Cost Estimate**

A. Competitive Components		Total in US\$		Equiv. in PHP
		Foreign Bank (Japan)	Local Bank (Philippine)	
	Remuneration, International	5,252,500	343,200.00	316,157,050
	Remuneration, National	-	2,061,620.00	116,481,530
	Reimbursable Expenses	919,700	14,406,224.90	865,914,756.85
	<b>Sub-total</b>	<b>6,172,200</b>	<b>16,811,044.90</b>	<b>1,298,553,336.85</b>

A. Non-Competitive Components		Total in US\$		Equiv. in PHP
		Foreign Bank (Japan)	Local Bank (Philippine)	
	Provisional Sums	-	3,784,184.01	212,676,396.57
	Contingency	-	1,177,625.80	66,535,857.70
	<b>Sub-total</b>	<b>-</b>	<b>4,941,809.81</b>	<b>279,212,254.27</b>

<b>Total of A + B</b>	<b>27,925,054.71</b>	<b>1,577,765,591.12</b>
-----------------------	----------------------	-------------------------

C. Local Tax Estimates		Total in US\$ Local Bank (Philippine)	Equiv. in PHP
<b>Value Added Tax (VAT)</b>			
	VAT (12% of Local Remuneration)	247,394.40	13,977,783.80
	VAT (12% of International Remuneration, Local Resident)	41,184.00	2,326,896.00
	VAT (12% of Reimbursable Expense – Administrative & Supporting Staff, Service Vehicle, Office Cost, Computer & Accessories for Survey, Subcontract)	1,717,946.99	97,054,004.94
	VAT (12% of assumed 50% cost of Provisional Sum)	225,851.04	12,760,583.75
	VAT (12% of assumed 50% cost of Contingency)	70,657.55	3,992,151.58
	<b>Sub-total</b>	<b>2,303,033.98</b>	<b>130,121,419.88</b>
<b>Expanded Withholding Tax (EWT)</b>			
	EWT (15% of Local Remuneration)	309,243.00	17,472,229.50
	EWT (15% of International Remuneration, Local Resident)	51,480.00	2,908,620.00
	EWT (15% of Reimbursable Expense – Administrative & Supporting Staff, Service Vehicle, Office Cost, Computer & Accessories for Survey, Subcontract)	2,147,433.74	121,330,006.31
	EWT (15% of assumed 50% cost of Provisional Sum)	282,313.80	15,950,729.70
	EWT (15% of assumed 50% cost of Contingency)	88,321.94	4,990,189.61
	<b>Sub-total</b>	<b>2,878,792.48</b>	<b>162,651,775.12</b>
	<b>Total Estimate</b>	<b>5,181,826.46</b>	<b>292,773,195.00</b>

<b>Grand Total of A + B + C</b>	<b>33,106,881.17</b>	<b>1,870,538,786.12</b>
---------------------------------	----------------------	-------------------------

Note: Exchange Rate as per Contract (Daily Exchange Rate of Bangko Sentral ng Pilipinas as of 25 September 2024): **1 USD = ₱ 56.50**

三品孝洋  
**TAKAHIRO MISHINA**

Authorized Representative  
CTI Engineering International Co.,  
Ltd.

  
**RAMON A. ARRIOLA III**

Project Director  
DPWH-UPMO-FCMC

  
**EMIL K. SADAIN, CESO I**

Senior Undersecretary  
DPWH



Infrastructure Preparation and Innovation Facility (IPIF), Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PH

## Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

## Appendix G: Personnel Schedule

[illegible]

Legend: (I) = International Expert, (N) = National Expert, F = Field, H = Home

TAKAHIRO MISHINA

Authorized Representative  
CTI Engineering International Co.,  
Ltd.

RAMON A. ARRIOLA III

Project Director  
DPWH-UPMO-FCMC

EMIL K. SADAIN, CEO

Senior Undersecretary  
DPWH

Infrastructure Preparation and Innovation Facility (IPIF). Output 2-Water Projects, Second Additional Financing  
ADB Loan No. 4424-PH

## Detailed Engineering Design for the Central Luzon-Pampanga River Floodway Project

## Appendix H: Work Schedule

[illegible]



No.	Tasks and Services	Month																														Total Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
		Review and Update of Feasibility Study												Preliminary Design						Detailed Engineering Design													
Task Group A: Inception Stage																																	
Task A-1	Consolidation of Data/Information																																2
Task A-2	Field Reconnaissance																																2
Task A-3	Inception Report																																2
Task Group B: Surveys and Investigations																																	
Task B-1	Surveys and Investigations																																24
Task Group C: Review and Update of Feasibility Study																																	
Task C-1	Hydrologic Analysis																																3
Task C-2	Hydraulic Analysis																																8
Task C-3	Hydro-Geomorphological Analysis																																3
Task C-4	Coastal and Sedimentation Studies																																8
Task C-5	Climate Change Study																																3
Task C-6	Non-Structural Measures																																2
Task C-7	Flood Hazard, Vulnerability and Risk Mapping and Damage Analysis																																3
Task C-8	Review and Update of Feasibility Study																																3
Task Group D: Preliminary Engineering Design																																	
Task D-1	Preliminary Engineering Design																																4
Task D-2	Preliminary Cost and Benefit Analysis																																1
Task D-3	Draft Definitive Plan																																1
Task D-4	DPWH Approval																																1
Task D-5	Final Definitive Plan																																1
Task Group E: Detailed Engineering Design																																	
Task E-1	Design Criteria																																1
Task E-2	Detailed Engineering Design																																10
Task E-3	Construction Execution Plan																																2
Task E-4	Operation and Maintenance Plan (O&M Plan)																																2
Task E-5	Updating Cost Estimate																																5
Task E-6	Contract Packaging, Procurement Plan and Project Program																																2
Task E-7	Draft Bidding Documents																																4
Task E-8	Updating Economic and Financial Analysis																																2
Task E-9	Design Review and Approval by DPWH SOO and UPMD-PCMC																																1
Task E-10	Detailed Design Report																																3
Task E-11	Value Engineering/Value Analysis																																5
Task E-12	Parcellary Survey																																17
Task Group F: Environmental Safeguards and Social, Poverty and Gender																																	
Task F-1	Environmental Impact Assessment																																11
Task F-2	Social, Poverty and Gender																																7
Task F-3	Right-of-Way Action Plan																																27
Task F-4	Indigenous People Plan (if necessary)																																7
Task Group G: Miscellaneous Tasks																																	
Task G-1	Support NEDA Investment Coordination Committee Approval Process																																3
Task G-2	Stakeholders' Meetings/Public Consultations/Coordination Meetings																																29
Task G-3	Technical and Knowledge Transfer																																29
D. Reporting																																	
D-1	Inception Report																																1
D-2	Progress Report																																29
D-3	Topographic/Hydrographic Survey Plans and Reports																																1
D-4	Definitive Plan Report																																1
D-5	Geotechnical Investigation Report and Plan																																1
D-6	Geological and Geohazard Assessment Report																																1
D-7	Environmental Impact Assessment Report																																1
D-8	Parcellary Survey Report / RAP Report																																1
D-9	Gender and Development and Social Inclusion Assessment Report																																1
D-10	IP Evaluation Report																																1
D-11	Value Engineering Report																																1
D-12	Draft Design Plan and Report																																1
D-13	Final Design Plan and Report																																1

三品孝洋

TAKAHIRO MISHINA

Authorized Representative  
CTI Engineering International Co.,  
Ltd.

RAMON A. ARRIOLA III

Project Director  
DPWH-UPMO-FCMC

EMIL K. SADAIN, CESO I

Senior Undersecretary  
DPWH