



Baras, Palo, Leyte

# **PHILIPPINE BIDDING DOCUMENTS**

Procurement of CONSULTING SERVICES

## **PART II BIDDING DOCUMENTS**

**24CSI006**

**Contract Name:**

**Consultancy Services for the Conduct of Feasibility Study for  
Tunneling of Tacloban Bypass Road Extension, Tacloban City,  
Leyte  
(Tacloban – Babatngon)**

**Contract Location: Leyte**

**Pre-Bid Conference:**

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**Deadline of Submission of Receipt  
of Bids / Proposals**

**Opening of Technical Bid:**

\_\_\_\_\_

**Fifth Edition  
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Contract Location: Leyte

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## **A. General**

### **1. Introduction**

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as "Consultant") from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity's satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants' costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

### **2. Conflict of Interest**

- 2.1. The Funding Source's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
  - (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;

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- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.
- 2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:
- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this

Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.

- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

### **3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

#### **4. Consultant's Responsibilities**

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 10.2(d).

4.2. The Consultant is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for this Project, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
  - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## **5. Origin of Associated Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **6. Subcontracts**

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Sub-consultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any sub-consultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the sub-consultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the sub-consultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A sub-consultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

## **B. Contents of Bidding Documents**

### **7. Pre-Bid Conference**

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The

minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **8. Clarifications and Amendments to Bidding Documents**

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

## **C. Preparation of Bids**

### **9. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

## 10. Documents Comprising the Bid: Technical Proposal

- 10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
  - (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
  - (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
  - (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- 10.2. The Technical Proposal shall contain the following information/documents:
- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
  - (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
    - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
  - (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or sub-consultant, if any, following the formats described in the Technical Proposal Forms:
    - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or sub-consultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than

the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or sub-consultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or sub-consultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:

- (vi.1) is proposed for a domestic position but is not a Filipino citizen;
- (vi.2) failed to state nationality on the CV; or
- (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

## **11. Documents Comprising the Bid: Financial Proposal**

- 11.1. All information provided in a Consultant’s Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in
- 11.2.
- 11.3.
- 11.4.
- 11.5.

### 11.6. Financial **Proposal Forms.**

- 11.7. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.
- 11.8. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem

rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.

11.9. The list of experts, and their respective inputs, identified in

11.10.

11.11.

11.12.

11.13.

11.14. Financial **Proposal Forms**, must match the list of experts and their respective inputs shown in

11.15.

11.16.

11.17. Technical Proposal **Forms**.

11.18. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.

11.19. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the sub-consultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).

11.20. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

## **12. Alternative Bids**

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

## **13. Bid Currencies**

13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

**14. Bid Validity**

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

**15. Bid Security**

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

<p><i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant’s bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
  - (a) if a Consultant:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.20;

- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
  - (iii) any other reason stated in the **BDS**.

## **16. Format and Signing of Bids**

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall

contain the technical proposal and the second shall contain the financial proposal.

- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under **Section VIII hereof** shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **17. Sealing and Marking of Bids**

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL PROPOSAL" and "COPY NO. \_\_\_\_ – FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.

- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

#### **D. Submission and Opening of Bids**

##### **18. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

##### **19. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

##### **20. Modification and Withdrawal of Bids**

- 20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3. Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the

Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

## **E. Evaluation and Comparison of Bids**

### **21. Opening and Preliminary Examination of Bids**

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

## **22. Process to be Confidential**

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

## **23. Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## **24. Bid Evaluation**

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

## **25 Evaluation of Technical Proposals**

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.

- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
  - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
  - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
  - (b) failure to submit any of the technical requirements provided under this ITB and TOR;
  - (c) the Consultant that submitted a Bid or any of its partner and/or sub-consultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(a) to (c) and failed to make a proper statement to that effect in the cover letter; or
  - (d) the Technical Proposal included any cost of the services.

## **26 Opening and Evaluation of Financial Proposals**

- 26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

## **27 Negotiations**

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
- (a) Discussion and clarification of the TOR and Scope of Services;
  - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
  - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);
  - (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
  - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
  - (f) Provisions of the contract.
- 27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the

Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.

- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

## **28 Post Qualification**

- 28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.

- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the

Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## 29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:

- (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
- (ii) If the project is no longer necessary as determined by the HoPE; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable;
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
    - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals

engaging in the practice of regulated professions and allied professions, where applicable.

- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
  - (1) Contract Agreement;
  - (2) Bidding Documents;
  - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (4) Performance Security;
  - (5) Notice of Award of Contract; and
  - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **32. Performance Security**

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### **33. Notice to Proceed**

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

### **34. Protest Mechanism**

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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## ***Section III. Bid Data Sheet***

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**

## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b><i>Department of Public Works and Highways</i></b> The evaluation procedure is Quality Cost Based Evaluation/Selection (QCBE)
1.2	The Funding Source is: The Government of the Philippines (GoP) through: <b>GAA FY 2024</b> The name of the project is: <b>24CSI006</b> <b>Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)</b> <b>Contract Location: Leyte</b>
1.3	<b><u>Scope of Work:</u></b> The Consultant shall provide the necessary professional services for the conduct of the most rational project alignment based on the initial Environmental and Social Impact Assessment (EIA) for the preparation of an Environmental Impact Study (EIS); Gender and Development (GAD) Report; Preliminary Right-of-Way Action Plan (Pre-RAP), including the technical and economic aspects to determine the viability of the project. The Consultant’s scope of work will cover but not necessarily limited to the items listed in the Terms of Reference (TOR). <b>Duration of Works: 300 Calendar Days</b> <b>ABC: 69,997,770.00</b>
1.4	The Project shall not be phased.
5	No further instructions.
6.1	"Subcontracting is not allowed."
6.2	"Not applicable".
7.1	The Procuring Entity will hold a pre-bid conference for this Project on [redacted] at <b>Procurement Office, DPWH Regional Office VIII, Baras, Palo, Leyte</b> and through video-

	conferencing/web casting via facebook page <b>@ Department of Public Works and Highways Region VIII.</b>			
8.1	<p>The Procuring Entity’s address is:</p> <p><b><i>EDGAR B. TABACON, CESO IV</i></b>  <i>Regional Director</i>  <i>DPWH, Regional Office VIII, Baras, Palo, Leyte</i>  <i>Telephone No. (053) 323-1017/1083</i>  <b><u>ongbit.rita@dpwh.gov.ph</u></b></p>			
10.1(b)	Not applicable			
10.1(c)	The minimum required experience of proposed professional staff is as follows:			
	<b>Position</b>	<b>No. of Personnel</b>	<b>No. of Years of Professional Experience related field</b>	<b>Requirements and Qualifications</b>
	1. Project Manager	1	<b>15 years</b>	<ul style="list-style-type: none"> <li>Registered/Licensed Civil Engineer, with extensive experience in pavement design, bridge design, and alignment planning and related areas as international codes such as TRL/AASHTO.</li> <li>15-year minimum work experience in the related field.</li> </ul>
	2. Highway Engineer	1	<b>10 years</b>	<ul style="list-style-type: none"> <li>Registered/Licensed Civil Engineer, with extensive experience in pavement design, bridge design, and alignment planning and related areas as international codes such as TRL/AASHTO.</li> <li>10-year minimum work experience in the related field.</li> </ul>
	3. Traffic Engineer/Modeler	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>Registered/Licensed Civil Engineer, with specialization in transportation planning/engineering.</li> </ul>

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Contract Location: **Leyte**

				<ul style="list-style-type: none"> <li>• Extensive experience with traffic modeling, and optimal route planning.</li> <li>• Equipped with traffic/transport modeling software.</li> <li>• 5-year minimum work experience in the related field.</li> </ul>
	4. Bridge/Structural Engineer	1	<b>5 years</b>	Registered/Licensed Civil/Structural Engineer with specialization in bridge design. He/she must have extensive experience with bridge structures. He/she must be equipped with bridge modeling software. Minimum of 5 years of experience in the related field.
	5. Tunnel Engineer	1	<b>10 years</b>	Registered/ Licensed Civil/ Structural Engineer with specialization in bridge design and in transportation planning/engineering. He/she must have extensive experience in tunnel engineering or a related field, with a proven track record in designing and managing tunnel projects. He/she must be equipped with tunnel modeling software. Minimum of 10 years of experience in the related field.
	6. Hydrologist/ Drainage Engineer	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>• Registered/Licensed Civil Engineer with specialization in drainage design.</li> <li>• 5-year minimum work experience in the related field.</li> </ul>

	7. Cost/ Specifications/ Quantity Engineer/ Construction Planner	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>• Registered/Licensed Civil Engineer or Bachelor’s Degree in Economics and Business.</li> <li>• 5-year minimum experience in the field of road design development.</li> <li>• Wide experience in conducting BOQ analysis for at least two major road projects.</li> <li>• Adept in the use and manipulation of engineering and economic data.</li> <li>• Familiar with the current unit cost of materials, services, and other cost items.</li> </ul>
	8. Geodetic Engineer	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>• Registered/Licensed Geodetic Engineer with experience in the field of surveying.</li> <li>• Familiar and adept with the use of the latest technologies in surveying and research work.</li> <li>• 5-year minimum work experience and related field.</li> </ul>
	9. Geotechnical Engineer	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>• Registered/Licensed Civil Engineer with experience in geotechnical engineering.</li> <li>• 5-year minimum work experience in the related field.</li> </ul>
	10. Geologist	1	<b>5 years</b>	<ul style="list-style-type: none"> <li>• Registered/Licensed Geologist with experience in subsurface exploration.</li> <li>• 5-year minimum work experience in the related field.</li> </ul>

	11. General Economist	1	5 years	<ul style="list-style-type: none"> <li>• Bachelor’s Degree in Economics and/or Business.</li> <li>• 5-year minimum experience in the field of infrastructure development and evaluation.</li> <li>• Wide experience in conducting economic analysis.</li> <li>• Adept in economic modeling and reviewing.</li> </ul>
	12. Environmental Specialist	1	5 years	<ul style="list-style-type: none"> <li>• Bachelor’s Degree in any related field.</li> <li>• Master’s Degree or Doctorate is an advantage.</li> <li>• Licensed ENP and EMB-Accredited Environmental Planner.</li> <li>• Master’s Degree or Doctorate is an advantage.</li> <li>• 5-year minimum work experience in the conduct of Environmental Impact Assessments (EIA), Initial Environmental Examinations (IEE), and preparation of an Environmental Impact Statement (EIS) in any infrastructure project.</li> <li>• Familiar with current best practices in Environmental Planning and Engineering.</li> </ul>
	13. Gender and Development Specialist/Sociologist	1	5 years	<ul style="list-style-type: none"> <li>• Social Science/Sociology Graduate or any related field.</li> <li>• Master’s Degree/Specialization in Social Science, Sociology, or equivalent is an advantage.</li> <li>• With extensive experience in the social aspect of project preparation and planning.</li> <li>• 5-year or more work experience in social baseline studies, rehabilitation, and</li> </ul>

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Contract Location: **Leyte**

				resettlement action planning in road infrastructure projects.
11.18	Taxes: <b>12% of Remuneration</b>			
11.20	The ABC is <b>₱ 69,997,770.00</b> Any bid with a financial component exceeding this amount shall not be accepted.			
13.1	The bid prices shall be quoted in Philippine Pesos.			
13.3	No further instructions.			
14.1	Bids will be valid until <b><u>ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM THE DATE OF THE OPENING OF BIDS.</u></b>			
15.1	The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:  1. The amount of not less than <b>₱ 1,399,955.40</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  2. The amount of not less than <b>₱ 3,499,888.50</b> , if bid security is in Surety Bond.			
15.2	The Bid Security shall be valid until <b>120 C.D.</b>			
15.5(b)(iii)	No further instructions.			
17.1	No further instructions.			
17.3	Each Bidder shall submit <b>one (1) original</b> of the first and second components of its bid.			
18	The address for <b>submission of bids</b> is:  <b>The Chairperson</b> Bids and Awards Committee (BAC) for Consultancy Services Department of Public Works and Highways (DPWH), Regional Office VIII Government Center, Baras, Palo, Leyte  <b>The deadline for submission of Bid Proposals is on:</b> <b>_____</b>			
21.2	<b>The opening of Technical Proposals is on:</b> <b>_____</b> at <b>Procurement Office, DPWH Regional Office VIII, Baras, Palo, Leyte</b> Technical Proposals shall be opened in public.			

22.1	No further instructions.
25.1	<p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ul style="list-style-type: none"> <li>a) A two-stage procedure shall be adopted whereby each Consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.</li> <li>b) After receipt of bids, the technical proposals shall first be opened and evaluated, in accordance with <b>ITB</b> Clause 25.2. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rated Bid: <i>Provided, however,</i> that the Highest Rated Bid shall pass the minimum score indicated therein.</li> <li>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</li> <li>d) After approval by the HoPE of the Highest Rated Bid, its financial proposal shall be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.</li> <li>e) Negotiations shall be in accordance with <b>ITB</b> Clause 27, provided that the amount indicated in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC stated in <b>ITB</b> Clause 11.20.</li> </ul> <p>The following processes for the opening and evaluation of bids shall be adopted:</p> <ul style="list-style-type: none"> <li>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in <b>ITB</b> Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</li> <li>b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</li> <li>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.</li> </ul>

	<p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with <b>ITB</b> Clause 27.</p>
<p>25.3</p>	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <ul style="list-style-type: none"> <li>a) <i>Quality of Personnel to be assigned to the Project</i> – <b>80%</b></li> <li>b) <i>Experience and capability of CONSULTANT</i> – <b>10%</b></li> <li>c) <i>Methodology</i> – <b>10%</b></li> </ul> <p>The minimum % required to pass is <b>70 points</b>.</p> <p>The attention of the Consultant is drawn to Technical Proposal Forms – Bids must adhere to the maximum number of pages outlined in Clause 10.2(b).</p>
<p>26.1</p>	<p><b>The Opening of Technical Proposals shall be on</b> _____ at Procurement Office, DPWH Regional Office VIII, Baras, Palo, Leyte.</p> <p>Financial Proposals shall be opened in public.</p> <p><b>NOTE:</b> <i>The opening of Financial Proposals in public or otherwise depends on the evaluation procedure to be used by the Procuring Entity.</i></p>
<p>26.2</p>	<p><i>For Quality Cost Based Evaluation (QCBE):</i> After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in <b>ITB</b> Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in <b>ITB</b> Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in <b>ITB</b> Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class</p>

	<p>or nationality of Consultant by virtue of the GoP’s international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p> <p>The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:</p> $Sf = 100 \times FI/F$ <p>Where:</p> <p>Sf is the financial score of the Financial Proposal under consideration,</p> <p>FI is the lowest Financial Proposal, and</p> <p>F is the Financial Proposal under consideration.</p> <p>Using the formula <math>S = St \times T\% + Sf \times F\%</math>, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated below:</p> <p>T _____ [<i>From 0.6 to 0.85</i>]; and</p> <p>F _____ [<i>From 0.15 to 0.4</i>];</p> <p>provided that the total weights given to the Technical and Financial Proposals shall add up to 1.0.</p>
27.1	The address for negotiations is <b>Procurement Office, DPWH Regional Office VIII, Baras, Palo, Leyte.</b>
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.
28.2	<i>"No additional requirement."</i>
31.4.6	<i>"No additional requirement."</i>
32.1	No further instructions.
33.2	The effective date of the contract is upon receipt of Notice to Proceed.

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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## ***Section IV. General Conditions of Contract***

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**Contract Location: Leyte**

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## 1. Definitions

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

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

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

## **2. Headings**

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

## **3. Location**

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

## **4. Law Governing Contract and Services**

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

## **5. Language**

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

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

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

## **7. Authority of Member in Charge**

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

## **8. Resident Project Manager**

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

## **9. Entire Agreement**

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

## **10. Modification**

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed.

Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

## **11. Relationship of Parties**

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

## **12. Authorized Representatives**

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

## **13. Good Faith**

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

## **14. Operation of the Contract**

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

## **15. Notices**

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

15.2 Notice shall be deemed to be effective as specified in the **SCC**.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to **GCC** Clause 15.2.

## **16. Warranty as to Eligibility**

16.1 The Consultant represents, warrants, and confirms that it, as well as its Sub-consultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, **Error! Reference source not found.** issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

## **17. Confidentiality**

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

## **18. Payment**

18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.

18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.

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

## **19. Currency of Payment**

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

## **20. Liability of the Consultant**

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

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

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

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

## **22. Effectivity of Contract**

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

## **23. Commencement of Services**

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

## **24. Expiration of Contract**

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

## **25. Force Majeure**

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

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

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

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees;

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

## **26. Suspension**

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
  - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

## **27. Termination by the Procuring Entity**

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
  - (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
  - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
  - (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

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

## **28. Termination by the Consultant**

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

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

## **29. Procedures for Termination of Contracts**

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.

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

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

### **30. Cessation of Services**

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

### **31. Payment Upon Termination**

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

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### **32. Disputes about Events of Termination**

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

### **33. Cessation of Rights and Obligations**

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

### **34. Dispute Settlement**

34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall

make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

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

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

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

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

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

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

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

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
  - (i) the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
  - (ii) the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

### **39. Personnel**

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Sub-consultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within

twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

#### **41. Counterpart Personnel**

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

#### **42. Performance Security**

- 42.1 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
  - (b) The Consultant has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

### **43. Standard of Performance**

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2** The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-consultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.
- 43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

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

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

### **45. Procurement by the Consultant**

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with

any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

#### **46. Specifications and Designs**

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

#### **47. Reports**

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

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

48.1 The Procuring Entity may assist the Consultant, Sub-consultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Sub-consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-consultants, or Personnel to perform the Services;
- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into

the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

#### **49. Access to Land**

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

#### **50. Subcontract**

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

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

#### **51. Accounting, Inspection and Auditing**

51.1 The Consultant shall:

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

51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the

audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

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

## **52. Contract Cost**

- 52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

## **53. Remuneration and Reimbursable Expenditures**

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity

issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

#### **54. Final Payment**

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

## **55. Lump Sum Contracts**

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

## **56. Liquidated Damages for Delay**

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

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## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP): <b>FY GAA 2024</b></p>
6.2(b)	<p><b>NOTE:</b> <i>It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	<p>The Member in Charge is <i>[name of member, address, and other necessary contact information]</i>.</p> <p><b>NOTE:</b> <i>If the Consultant consists only of one entity, state "Not applicable".</i></p>
8	<p><i>If there is a resident project manager, state here:</i></p> <p>The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in <b>GCC</b> Clause 8.</p> <p><i>If there is no such manager, state:</i> Not Applicable.</p>
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity:</p> <p><b><u>EDGAR B. TABACON, CESO IV</u></b>                      Regional Director                      DPWH, Regional Office VIII, Baras, Palo, Leyte                      Telephone No. (053) 323-1001/1002/1017/1018</p> <p><b><u>ongbit.rita@dpwh.gov.ph</u></b></p> <p>For the Consultant:</p>

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	<p>Name: Address: Contact Number: Email Address:</p> <p><b>NOTE:</b> Name of authorized representative to be filled out by winning consultant prior to contract signing.</p>
15.1	<p>The addresses are:</p> <p><b>Procuring Entity:</b></p> <p><b><u>EDGAR B. TABACON, CESO IV</u></b> Regional Director DPWH, Regional Office VIII, Baras, Palo, Leyte Telephone No. (053) 323-1001/1002 <b><u>ongbit.rita@dpwh.gov.ph</u></b></p> <p><b>Consultants:</b> <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p><b>NOTE:</b> Contact details to be filled out by winning consultant prior to contract signing.</p>
15.2	<p>Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; or in the case of facsimiles, within <b>8 hours</b> following confirmed transmission.</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p><b>NOTE:</b> Details of account to be filled out by winning consultant prior to contract signing.</p>
19	<p>No further instructions.</p>
20	<p>"No additional provision." or, if the Consultant is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
22	<p>"None"</p>

24	The time period shall be <b>Seven (7) calendar days</b> after the submission of the Consultant final report, <i>including office preparation of data</i> or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows:  <i>[List here documents and software, stating restrictions on future use if any.]</i>
38.1(d)	The Consultant’s actions requiring the Procuring Entity’s prior approval are:  <i>[List here actions of the Consultant that require the Procuring Entity’s approval]</i>
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel’s man-months have been served.  Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is <b>P 69,997,770.00</b>
52.2	No further instructions.
53.2	No additional instructions.
53.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:  1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;

	<ol style="list-style-type: none"><li>2. the following transportation costs:<ol style="list-style-type: none"><li>(a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;</li><li>(b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;</li><li>(c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and</li><li>(d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</li></ol></li><li>3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;</li><li>4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;</li><li>5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>;</li><li>6. the cost of shipment of personal effects up to <i>[insert amount]</i>;</li><li>7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;</li></ol>
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	<p>8. the cost of training of the Procuring Entity’s personnel outside the Government’s country, as specified in Appendix IV;</p> <p>9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;</p> <p>10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</p> <p>11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and</p> <p>12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.</p> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted; others may be added.</i></p> <p>The reimbursable expenditures in local currency shall be as follows:</p> <p>1. a per diem allowance for each of the short-term foreign Personnel (<i>i.e.</i>, with less than twelve (12) months consecutive stay in the Government’s country) for the first ninety (90) days during which such Personnel shall be in the Government’s country;</p> <p>2. a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Government’s country;</p> <p>3. a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government’s country) at the rates specified in Appendix IV;</p> <p>4. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government’s country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV;</p> <p>5. the cost of equipment, materials and supplies to be procured locally in the Government’s country as specified in Appendix IV;</p> <p>6. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</p> <p>7. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and</p>
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	<p>8. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.</p> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted.</i></p>
53.5(a)	No advance payment is allowed.
(c)	The interest rate is: <b>ZERO</b> for <i>GOP funded projects.</i>
55.6	No further instructions.

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## ***Section VI. Terms of Reference***

## **TERMS OF REFERENCE**

### **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

#### **I. INTRODUCTION**

The Department of Public Works and Highways, Regional Office VIII (DPWH-RO VIII) intends to engage the services of qualified and experienced experts to conduct a (1) Technical Engineering Studies; (2) Traffic and Economic Analysis; (3) Environmental and Social Impact Assessment (ESIA) Report for ECC; and (4) Gender and Development (GAD) Assessment and Analysis Report, (5) Estimated Right-of-Way (ROW) Costs based on the Preliminary Right-of-Way Action Plan (Pre-RAP) which shall serve as the basis for the inclusion of the ROW budget request; (6) Preparation and submission of Engineering Geological and GeoHazard Assessment Report (EGGAR), as the main parts of the Feasibility Study for the above-named project in Leyte.

#### **II. PROJECT INFORMATION**

##### **A. Background of the Project**

Enhancing infrastructure remains a critical focus in Eastern Visayas to facilitate the movement of people, goods, services, and information. Numerous infrastructure initiatives, such as bypasses and alternate routes, are under review for funding and development. However, the department's foremost responsibility is to deliver optimal and budget-efficient infrastructure that successfully meets its objectives. Therefore, conducting a comprehensive feasibility study of proposed projects is essential to ensure these goals are met effectively.

With the assistance of the Project Preparation Division, Planning Service, the DPWH, Regional Office VIII, Baras, Palo, Leyte proposes to contract out the consulting services for the feasibility study for the aforementioned project. The feasibility study is expected to establish the scope and nature of the necessary development and/or construction, as well as the economic and technical validations thereof in relation to the environmental and social issues, for an acceptable and ideal investment program. The study's findings will be used by the DPWH for programming and, if feasible, for implementation using internal funds or funding from outside sources.

With a whole large lump of the economic growth of the City stemming from transportation and storage, it is imperative to develop and create of new road networks and further fuel economic development.

The study and need for development of Tacloban City Bypass Extension (Tacloban – Babatngon) would be beneficial to numerous stakeholders. The project encompasses the construction of six-lane roadway, drainage, slope protection structure, bridges and tunnel. This project is seen to improve the road network and increases the development potential of less populated communities of the projected area. Moreover, the project will provide an alternative highway to Babatngon town.

## **B. Project Area and Description**

The proposed Tacloban Bypass Road Extension (Tacloban – Babatngon) is **33-Kilometers** in length, 6-lane road aims to alleviate the traffic congestion along the section of the Daang Maharlika within the municipal center of Tacloban City. Also, this project is expected to serve as an alternate route for the travelling public and expected to decongest the traffic volume along the national roads from heavy/cargo trucks, trailers and other vehicles. Both ends of the alignment will connect to the Tacloban Bypass Road and Bagahupi-Babatngon-Sta. Cruz-Barugo-Carigara Road.

The creation of the project will alleviate traffic congestion: By diverting through traffic away from the city centers or residential areas, the bypass road will alleviate congestion on existing routes. This improves traffic flow and reduces travel time for commuters and freight transport. Second, it will promote economic development: the project can stimulate the local economy of the city by facilitating smoother transportation of goods and services. Improved access and reduced travel times will attract businesses and investments, creating job opportunities and boosting the city's economic growth. As a result it will also boost tourism and accessibility: the Bypass road can improve access to tourist destinations or scenic routes in the project area, enhancing tourism potential and supporting local hospitality industries. Tourists benefit from smoother travel experiences and reduced travel times.

Furthermore, it will improve over-all traffic safety: the Bypass road will enhance road safety by reducing the volume of vehicles passing through the densely populated or accident-prone areas of the old road network. This decreases the likelihood of accidents, particularly in the developing urban centers where pedestrians and cyclists frequent. Also, there will be preservation of local infrastructure: By diverting heavy vehicles and long-distance traffic away from city streets and residential neighborhoods, the bypass road will help preserve local infrastructure, such as roads and bridges, which may otherwise deteriorate faster under heavy traffic loads and the project area will aide in enhancing air quality: With fewer vehicles idling in congested areas, the bypass road will contribute to improved air quality by reducing emissions of pollutants such as carbon monoxide and particulate matter. This benefits public health and mitigates environmental impacts.

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**Contract Location: Leyte**

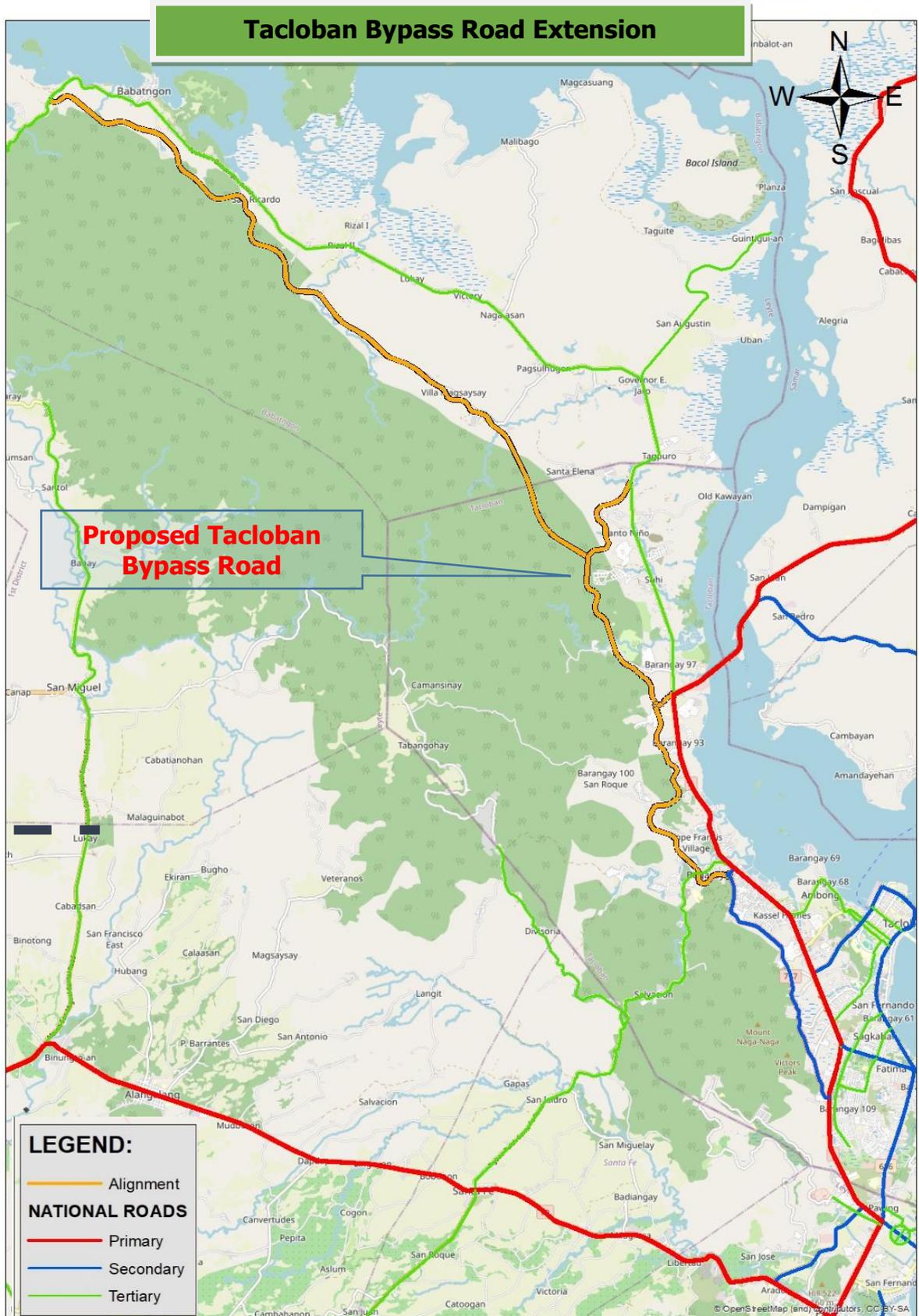
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Overall, the project can offer a strategic solution to manage traffic flow efficiently, enhance safety, reduce environmental impacts, stimulate economic activities, improve the overall living conditions of affected communities and increase development potentials of the area.

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Contract Location: **Leyte**



**Figure 1.0 - Proposed alignment of Tacloban Bypass Road Extension**

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Contract Location: **Leyte**

<b>Attributes</b>	<b>Description</b>	<b>Remarks</b>
<b>Project Length</b>	33-kilometers	The total length shall be based on the final alignment determined by the feasibility study
<b>No. of Lanes</b>	Six (6) lanes (3 lanes each direction)	The FS shall determine appropriate no. of lanes and phasing for the project
<b>RROW Width</b>	Thirty (30) meters	The project shall consider RROW width of 30-meters regardless of the no. of lanes determined by the study.
<b>No. of Tunnel/Viaduct</b>	Two (2)	The number of tunnel shall be based on the final alignment determined by the FS.

### **III. OBJECTIVES**

The main objective of this proposal under this Terms of Reference (TOR) is to determine the viability of the proposed road project based on DPWH Standards considering the technical feasibility; economic and financial viability; Environmental and Social Impact Assessment; Gender and Development Assessment; and the benefits associated with its implementation.

By the end of the consulting period, the consultant must produce the following:

#### **1.0 GENERAL REQUIREMENTS**

- Conduct Design Data Collection activities which shall include, but not limited to, Traffic Survey, Geohazard Assessment, Geological and Geotechnical Investigation, and Engineering Surveys;
- Undertake the preparation of a full-scale Feasibility Study (FS) for the project, including NEDA-ICC requirements for the project;
- Project plans and detailed design of optimum level based on the agency's standards, designs, and engineering principles;
- Assessment of the economic and financial viability of the project as a whole;
- Quantified benefits inherent to the implementation of the project;

- Complete Traffic Study that includes Annual Average Daily Traffic (AADT) in major and abutting roads sections relevant to the project influence area, Traffic Growth Rate (TGR) based on ecological factors such as population distribution, average income per family, and product consumption per capita; and develop an updated travel-based vehicle operating cost (VOC) and running cost based on transportation-related expenditures such as a productivity cost, fares, vehicle (or any part of) acquisition cost, fuel cost, etc.;
- Assessment of the existing and future condition of the relevant road network based on capacity and safety measurements such as Level of Service (LOS) and other network performance parameters or factors;
- Patterns based on zones<sup>1</sup> and/or existing and future land use in the study area and identify volume distribution in major and abutting road sections during peak and non-peak hours;
- Initial Environmental and Social Impact Assessment (ESIA) Report for ECC;
- Gender and Development (GAD) Assessment and Analysis Report;
- Estimated Right-of-Way (ROW) Costs based on the Preliminary Right-of-Way Action Plan (Pre-RAP) which shall serve as the basis for the inclusion of the ROW budget request;
- Preparation of full-scale Environmental Impact Assessment with Engineering Geological and Geohazard Assessment Report (EGGAR);
- An estimated 80% accuracy of the principal quantities and total cost of each project component taking as reference the recent bids under similar Government Projects; and
- Viability of the project based on technical and economic merits and recommend to the government the best possible alignment/structural configuration in consideration of the construction cost, impact on the environment, social safeguards, and other relevant factors such as on-going and proposed projects of other private and government agencies.

#### **IV. SCOPE OF CONSULTING SERVICES**

The consultant shall provide the necessary professional services for the conduct of the most rational project alignment based on the initial Environmental and Social Impact Assessment (EIA) for the preparation of an Environmental Impact Study (EIS); Gender and Development (GAD) Report; Preliminary Right-of-Way Action Plan (Pre-RAP), including the technical and economic aspects to determine the viability of the project.

##### **A. GENERAL**

The consulting services will include the following major activities, among others:

- The Consultant shall establish and maintain proper coordination with the Regional/District Offices of the DPWH and/or concerned Local Government Units to determine any issues and concerns about the project activities.
- The Consultant shall examine available baseline data from LGU/BLGU and other documents relevant to the project areas on transport, infrastructure, environment, and social aspects and its development.
  - Comprehensive Land Use Plan (CLUP), Regional Development Plan (RDP), or Provincial Development Plan (PDP), City/Municipal Profile or Barangay Profile, and other related documents.
  - Philippine Statistics Authority for the Demographic Data of the project area
- The Consultant shall perform field reconnaissance of the study area to obtain a basis of analysis and plan for detailed field investigation with regards to:
  - The existing situation in the project area particularly within the probable sites of the proposed road under study;
  - Locally available data on social and economic activities in the project area;
  - Potential likelihood of environmental issues, disaster risks, and other hazards; and
  - Existing environmental impacts due to the proposed development in the project area;
- The Consultant shall coordinate with the Planning and Design Division of DPWH RO 8 through their Regional Director for the on-going/completed road/bridge project and relevant data from Road and Bridge Information Application (RBIA), Road Traffic Information Application (RTIA), Pavement Management System (PMS), Bridge Management System (BMS), etc. should be utilized appropriately in the study;
- The Consultant shall perform field investigations of the study area with regard to:

- Traffic trends, vehicle fleet composition, and characteristics are to be utilized as the basis for the estimation of vehicle operating costs based on the guidelines as established in the latest Highway Planning Manual (HPM) of DPWH;
  - Preparation of Traffic Management Plan;
  - Road Safety Audit;
  - Application of value engineering.
  - Supply and quality of transportation facilities in the area;
  - Identification of alternative improvement levels and/or bridges/viaducts/tunnel sites including proposed road network capacity expansion;
  - Location of additional traffic survey stations;
  - Passenger and cargo trip characteristics;
  - Resource base and economic development potentials; and
  - Applicability of value engineering.
- The Consultant shall identify at least three (3) alternative alignments and conduct multi-criteria analysis at the initial stage of the study to determine the most viable option for detailed analysis and investigation and present to the proponent for final selection and approval of the project alignment.
  - The Consultant shall focus on the conduct of a multi-criteria analysis for the detailed analysis and investigation of the proposed bypass road extension project.
  - The Consultant shall select the optimum tunnel alignment and portals location for the investment, and carry out the feasibility study and basic design of the tunnel and its approach.
  - The study shall be performed by accepted professional standards utilizing sound engineering, economic evaluation practices, and environmental and social requirements. The Consultant shall adopt any of the accepted evaluation models that are being used by DPWH;
  - The Consultant will carry out a comprehensive Environmental and Social Impact Assessment (ESIA) to support the preparation of an Environmental Impact Study (EIS), which is required for the Environmental Compliance Certificate (ECC) application to the Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources (DENR), its related line bureaus, and other concerned agencies;
  - In the preparation of plans, the Consultant shall use Computer-Aided Design (CAD) software. After completing the detailed design, all electronic files of reports, plans and drawings, software and other related documents shall be turned-over by the Consultant to the Implementing Office;

- The Consultant shall coordinate with the Flood Control, Social and Environmental Section, Planning and Design Division (FCSES – PDD) of the DPWH RO VIII to the prepare the following reports: Preliminary Right-of-Way Action Plan (Pre-RAP) following the updated Social and Environmental Management Systems (SEMS) Manual s. 2021, Gender and Development (GAD) Report based on the revised Harmonized Gender and Development Guidelines (HGDG). This will utilize data collected from public consultations, Focus Group Discussions (FGDs), Time-Use Tool, and other means of verifications (MOVs).
- The Consultant shall conduct Engineering Geological and Geohazard Assessment for the Engineering Geological and Geohazard Report (EGGAR).
- The Consultant shall prepare the detailed project cost estimate, project implementation schedule and carry out the project Financial Analysis for the investment.

**B. TECHNICAL STANDARD TO BE APPLIED**

<b>No.</b>	<b>Description</b>	<b>Issued Year</b>
1	Design Guidelines, Criteria and Standards Volume 4, HIGHWAY DESIGN	2015
2	Design Guidelines, Criteria and Standards Volume 5, BRIDGE DESIGN	2015
3	Standard Specification for Tunneling 2016: Mountain Tunnels (Japan Society of Civil Engineers)	2016
4	Design Standard – Section 3, Tunnel (NEXCO the East, Middle, West)	2016
5	Technical Standard for Road Tunnel (Structure Division) (Japan Road Association)	2003

**C. DETAILED SCOPE OF WORK**

In the conduct of the Study, the Consultant shall perform the work, but is not necessarily limited to the following:

**1.0 Alignment Survey**

- 1.1 Identify at least three (3) possible road alignments including tunnel/s and/or determine the structural configuration of the proposed road project considering among others, technical difficulties; connectivity to the existing road network and gaps for road opening and construction; investment requirement; impact on the environment and social aspects of the project;
- 1.2 Route selection study shall be conducted to identify the most feasible tunnel alignment. Also, tunnel length shall be determine.
- 1.3 Present to the Implementing Office, Planning and Design Division Region VIII, the best alignment or structural configuration based on the appropriate and agreed selection method (multi-criteria analysis) for approval, using geographic information system (GIS) maps (referenced to WGS 84).
- 1.4 The Basic Design shall be executed based on the result of the basic planning and shall include but not be limited to the following:
  - Road Design, basic design of the tunnel and its approach includes a layout plan, sections, longitudinal profiling, approach design, and auxiliary facilities.
  - Construction Procedure Study, including material for construction and equipment.
  - Cost estimate for the implementation of the project.
- 1.5 Preliminary route alternative study shall be carried out based on the topographic map with scale of 1 to 25,000 in order to select optimum route for further survey and study.

## **2 Traffic Surveys**

- 2.1 The Consultant shall undertake the following traffic data gathering:
  - **Conduct 12-hour manual classified volume count** (from 6:00AM to 6:00PM), directional volume counts on relevant midblock sections and intersections within the projects influence area at identified traffic stations for 3-days consolidated every hour (see Annex 1), **during weekdays** (Survey forms provided in Annex 2);
  - **Conduct origin-destination survey** at identified stations and establish trip patterns based on vehicle type, trip purpose, vehicle occupancy, etc., for at least 3 days consolidated every hour, **during weekdays**. The Consultant must provide details on the results of the OD Survey in the report together with a concise description of vehicular movement in the established zones.

- **Conduct a Travel Time Survey** during peak and non-peak hours to determine causes of delay and the average travel speed required using the existing routes of current road network configuration. The summary of information shall adopt but not be limited to the minimum information set by the Project Preparation Division of Planning Service, Department of Public Works and Highways (see Annex 1.1 and Annex 2.2);
  - **Conduct 12-hour intersection traffic count** at identified stations for 3 days consolidated every hour (see Annex 1), **3 consecutive days during weekdays** (Survey forms provided in Annex 2);
- 2.2 The Consultant shall analyze and process all traffic data collected and prepare the required data inputs using the prescribed format in Annex 2 – Annex 2.2. The Consultant shall utilize the survey forms provided in Annex 2 – Annex 2.2. The Consultant shall adhere to the methodology prescribed in Annex 3.
- 2.3 The Consultant shall collect, review and examine all existing traffic data on road sections within the study area from the Department of Public Works and Highways Traffic Database and/or other credible sources and develop traffic daily factors and seasonal factors and carry out additional traffic surveys as deemed necessary for the finalization of engineering geometric design standards for the project, road typical cross sections and intersections, and pavement design. The consultant shall utilize the obtained adjustment factors together with the results of the required surveys to determine the Annual Average Daily Traffic on major and abutting road sections relevant to the project;
- 2.4 The Consultant shall establish the traffic adjustment factors if there is no available data in DPWH's RTIA, 20km from the project area.
- 2.5 The Consultant shall establish the Annual Average Daily Traffic in the relevant road sections for the analysis and evaluation of the project.
- 2.6 The Consultant shall use any available traffic forecasting/network modelling software for the analysis such as the JICA – STRADA, VISSIM, TRANSPORT, CUBE, or its equivalent in the traffic demand forecasting and network analysis. The Consultant shall prepare the necessary data inputs and comprehensively provide all the information required to run the model and clearly illustrate the output needed to evaluate the project;
- 2.7 Based on the selected model, the Consultant shall compare implementation alternatives and illustrate the resulting volume accumulation and other technical indicators such as vehicle-kilometers, vehicle-hours, congestion level, and

transport cost which will serve as the basis for the subsequent economic comparison and evaluation;

- 2.8 The Consultant shall establish Transport Demand Elasticity (TDE) and Traffic Growth Rate (TGR) based on demographic characteristics and other information gathered in section 2.7 and develop updated travel time-based Vehicle Operating Cost (VOC) and running cost based on but not necessarily limited to the minimum parameters set by Statistics Division of Planning Service, Department of Public Works and Highways.

### **3 Topographical Survey**

The Consultant shall:

- 3.1 Undertake a preliminary topographical survey along the selected alignment and shall set out and establish reference points at appropriate locations as key control points of the survey. These points shall be used as benchmarks for identification and use during the subsequent engineering surveys. The leveling shall be tied to the existing government benchmarks in the area.
- 3.2 Conduct profiling with cross-sections taken at twenty (20) meters intervals, so as to provide the necessary details for earthworks, and quantity calculations with the accuracy of eighty percent (80%) of the final quantities. Profiles and Cross-sections shall be conducted within one hundred (100) meters of construction limits on both sides.
- 3.3 Prepare topographic maps with contours at the 5-meter interval and coordinates and vicinity plans shall be prepared by the Consultants. All survey plans shall be prepared on reproducible materials of high quality.
- 3.4 Conduct preliminary inventory for potential road slope disasters in the road section under study. The road slope disasters in the road shall be determined and classified as soil collapse, rock slope collapse, landslide, road slip, debris flow, river erosion, and coastal erosion.
- 3.5 For the tunnel, the Consultant will submit the work plan of topographic survey, including the Terms of Reference of the following sub-work items, to the commencement of the survey at the site, to the Implementing Office for review and approval:
  - Topographic Survey of Thruway
  - Topographic Survey of Potential Tunnel Portal Areas
  - Topographic Survey of Stockpile and Disposal Areas

- Topographic Survey of Existing Utilities
- Topographic Survey of Intersection and Crossing Roads, if any

#### **4 Hydrological and Meteorological Survey**

- 4.1 The Consultant shall undertake a preliminary hydrological investigation in the areas traversed to determine the location of appropriate culverts and bridges and to properly provide adequate drainage, flood protection against erosion and scour forces both for road formations and bridge foundations, and countermeasures for potential road slope disasters such as soil collapse, road slip, landslide, rock fall, etc.
- 4.2 The Consultant shall integrate collected information on the trend of the watercourse, stream velocity, maximum flood levels, flood-prone area, existing drainage system characteristics, and conditions, and design discharge for 25 and 50-year return periods for bridges and box culverts, respectively.
- 4.3 The Consultant shall examine available topographical and geological maps and conduct a direct investigation to determine the extent and nature of the catchment basin of different water sources.
- 4.4 The Consultant shall submit the work plan of hydrological and meteorological including the Terms of Reference of the following sub-work items, prior to the commencement of the survey at the site of the tunnel to the Implementing Office for review and approval:
  - Data collection of hydrological and meteorological data
  - Hydrological Survey
- 4.5 The Consultant shall perform hydrological and hydraulic analysis for determining the high water level and discharge volume for fixing the locations of tunnel portal and design of drainage structures and river protection structure.

#### **5 Geological and Geotechnical Investigation and Surveys**

- 5.1 The Consultant shall conduct a Geohazard Assessment and prepare a report in accordance with DPWH DGCS Volume 2-A Geohazard Assessment 2015 Edition. The report must include site-specific maps showing all hydro-meteorological and seismic hazard along the project alignment, as observed during the surveys. All identified geologic hazards must be validated in the field and evaluated by a licensed Geologist.

- 5.2 The Consultant shall collate and review all existing geologic information/data relevant to the project such as Preliminary Geohazard Assessment Report, topographic map, geologic map, soil/agricultural maps, drilling logs, and soil exploration plan along project alignment and vicinity.
- 5.3 The Consultant shall conduct Field Reconnaissance and Parcelary Survey of the project site in order to validate the existing geological data and gather additional information that will affect the proposed foundation design and boring plan.
- 5.4 The Consultant shall gather information such as accessibility, proposed drill/borehole location, necessary equipment, and conceived difficulties to expect in the conduct of the drilling/boring operation.
- 5.5 The Consultant shall conduct site inspections before or during the conduct of soil exploration of a project and prepare and geological inspection report containing, among others, the following: description of the project site, observation, expected site geology and soil type, topography, vegetation, findings, comments and recommendations, and reasons for any significant deviation from the geotechnical program, if it happens. The consultant shall provide a detailed geologic mapping and cross-section drawing of the project alignment, supplemented and confirmed by the results from the drilling.
- 5.6 The Consultant shall perform testing procedures and analyses in accordance with the DPWH Design Guidelines, Criteria, and Standards (DGCS), Volume 2C (Geological and Geotechnical Investigation), 2015 Edition, and applicable provisions of existing laws, codes, or issuances of the Department in order to come up with the recommendations and design criteria (see Annex 8).
- 5.7 The consultant shall conduct soil sampling along the proposed road alignment subject to road opening by Auger Boring Test spaced every 250-meter for loose heterogeneous strata and 500-meter intervals for homogeneous with a minimum depth of 1.50 meters. Soil Samples taken shall be subject to Laboratory Testing by a DPWH Accredited private testing Lab in accordance to D.O. 22, series of 2018, including but not limited to: Mechanical Sieve analysis, Specific Gravity Test, Atterberg Limits, Consolidation Test, Natural Moisture content, Soil strength test, Permeability Test, California Bearing Ratio Test, Swell index Test and Tri-Axial Test. The consultant shall also include Preliminary calculation and analysis for Global Stability for the slope protection (if applicable)
- 5.8 For the viaduct/bridge, the consultant shall conduct one (1) deep drilling at each abutment and pier. For the tunnel alignment, deep drilling shall be conducted in critical areas, including but not limited to the proposed beginning and end portals, every change in geology, peak areas, gullies, depressions, and other critical points. This will enable the geologist to create a detailed geologic cross-

section of the mountain to be tunneled. The depth of the boring shall be determined based on the confirmation of hard strata or bedrock (3 consecutive SPT's with N value  $\geq 50$ ). The consultant shall notify if, at 30-meters, hard strata or bedrock (desired value) is still not encountered. It will be the discretion of the Implementing Office if drilling will continue or not. Soil samples shall be tested for the determination of soil characteristics: (Mechanical Sieve analysis, Specific Gravity Test, Atterberg Limits, Consolidation Test, Natural Moisture content, Soil strength test, Permeability Test, California Bearing Ratio Test, Swell index Test and Tri-Axial Test) to be used as a geotechnical parameter for foundation design (See Annex 8).

- 5.9 The consultant shall conduct deep borings for sections with geological problems in order to provide information on materials, which may cause problems with respect to stability, settlement, etc.
- 5.10 Subject disturbed and undisturbed soil and rock samples to physical and mechanical tests and analyses to include shear strength tests necessary for investigation of slope stability, settlement, and subsidence.
- 5.11 The consultant shall delineate and identify geological structure, especially active faults and potential mass movement areas that might traverse the project area including analysis for liquefaction potential during earthquake and consolidation due to soft ground.
- 5.12 The Consultant shall coordinate with the Implementing Office during the geological and geotechnical investigation along the entire alignment, specifically at locations with observed slope failure, tension cracks, landslide scars, and settlement subsidence, and at sinking areas. The Consultant shall identify areas with geological problems and difficulties and water-bearing stratum causing subsurface discharge, which could affect the stability of the roadway.
- 5.13 The Consultant shall undertake sufficient borehole drilling and sampling to provide a good overview of the geological characteristics across the site to inform the subsequent positioning infrastructure and foundation design. Also, the Consultant shall assess, but not limited to the following geological issues, which shall be collated and formalized as an independent geological report:
  - a. Depth to appropriate soil bearing capacity
  - b. Borehole logs
  - c. Test results for relevant soil engineering characteristics
  - d. Soil percolation potential
  - e. Water table depth
  - f. Identification of historical land uses of the site
  - g. General suitability of soils/geology of land for building upon

- h. Identification of unsuitable soils
- i. Presence of water-bearing aquifers and at what depth
- j. Vulnerability to liquefaction
- k. Chemical analysis on soils to identify any hazardous materials, e.g., fertilizers
- l. Seismic site classification per section 11.4.2 and chapter 20 of American Society of Civil Engineers (ASCE) 7-05 (Class A through E)
- m. Suggested foundation design type.

5.14 The Consultant shall submit the work plan of the geological and geotechnical survey on the proposed tunnel locations including the Terms of Reference of the following sub-work items, prior to the commencement of the survey at the site to Implementing Office for review and approval:

- Geological Site Reconnaissance
- Geotechnical Investigation of North Portal
- Geotechnical Investigation of South Portal
- Seismic Refraction Survey for Portal Areas
- Geotechnical Investigation of North Approach Section
- Geotechnical Investigation of South Approach Section

## **6 Environmental Impact Assessment**

- 6.1 The Consultant shall adhere to the Environmental Impact Assessment (EIA) process as outlined in the DENR Administrative Orders (DAO) 2003-30 Revised Procedural Manual and DAO 2017-15, along with other relevant environmental laws and guidelines, to ensure consistency and compliance throughout the EIA process. The Consultant will employ a range of appropriate methodologies to effectively integrate the requirements of the Environmental Impact Statement (EIS), ensuring a thorough and accurate assessment of environmental impacts.
- 6.2 The Consultant shall develop comprehensive Information, Education, and Communication (IEC) materials in English and the local dialect. These materials will be used to conduct an extensive IEC campaign in the project area and in all locations where project facilities are planned to be constructed and operations are proposed. This campaign will be carried out before Public Scoping to ensure that all stakeholders are well-informed and engaged in the project from the outset.
- 6.3 The Consultant shall conduct thorough social preparation activities, including Public Consultations with identified stakeholders, to gather critical issues and address their concerns. These consultations will be instrumental in ensuring that stakeholder input is effectively integrated into the Environmental and Social

Impact Assessment (ESIA) Report, thereby enhancing the relevance and responsiveness of the assessment to community needs and perspectives.

- 6.4 The Consultant shall utilize and follow the outline in the Generic EIS Scoping/Screening Form to determine the project's ECC category/threshold.
- 6.5 The consultant shall conduct baseline analysis and identify, predict, and evaluate the nature and magnitude of key potential impacts of project activities per phase (Pre-Construction, Construction, Decommissioning, and Maintenance and Operation). The analysis shall permit a comparison of project-induced environmental changes with other expected environmental changes in the "no-project" scenario. Analysis of potential environmental impacts should include specific discussions of the importance, magnitude, and duration of impacts, which can be broken down according to their nature:
  - i. Positive and negative impacts
  - ii. Low, moderate, and high impacts
  - iii. Short-term and long-term impacts
- 6.6 The consultant shall formulate environmental and social planning actions to address the impacts identified on the project area. The Consultant should introduce planning remedial actions through impact avoidance/impact mitigation/impact compensation. The measures shall be presented in the Environmental Management Plan (EMP) that contains an analysis of the institutional capacity of the existing agency for dealing with the environmental management of the project and a description of proposed remedial measures.
- 6.7 The consultant shall secure all necessary endorsements/permits and secure a "Certificate of Compatibility" for the project from the concerned LGUs/BLGUs.
- 6.8 The consultant shall gather baseline information and verify the existing condition of the four (4) environmental components: *The Land, The Water, The Air/Noise, and the People* within the Impact Area and should describe most likely but not limited to the environmental settings of the following:
  - i. Physical Condition
  - ii. Biological Condition
  - iii. Socio-Cultural, Economic and Political Environment
  - iv. Future Environmental Conditions with and without the project

The baseline information to be gathered shall be based on the Baseline Data Parameter requirement of the DENR-EMB. The assessment and methodology approach of the Consultant shall be in accordance with the DENR Guidelines on the Generic EIS Scoping and Screening Form.

- 6.9 The consultant shall formulate and prepare the Environmental Management Plan (EMP) to include Impact Management Plan (IMP) and the Environmental Monitoring Plan (EMoP).
- 6.10 The Consultant shall provide a preliminary discussion of the Environmental and Social Impact Assessment of the project in the Feasibility Study Report. The said assessment shall be presented as one of the chapters of the Feasibility Study Report. Further, the Consultant shall also provide a conclusion and recommendation on the assessment.
- 6.11 The consultant shall submit a separate draft of the EIA Report to the DPWH for review by the FCSES-PDD before submission to the EMB-DENR for ECC Application. Likewise, a separate draft report Pre-RAP and GAD Analysis shall be submitted to the FCSES-PDD, for review.
- 6.12 The consultant shall make its services available to clarify issues with the DPWH, issuing authority, and the public that has a special interest in this project. During the engagement, it will closely coordinate with FCSES-PDD and PPS-PDD to monitor the performance and quality of output from data acquisition until environmental document submission.
- 6.13 All related costs in the preparation of environmental documents the Consultant shall be charged to the funds of the sub-project, and any additional cost beyond the contract period shall not be allowed.
- 6.14 The consultant shall conduct water sampling for testing at least four (4) sites of the nearest wall body to the project site.
- 6.15 The consultant shall conduct air ambient/noise testing along the urban area/barangay of the project location.

Note: *Use the attached EIA Formats*

- 6.16 The Consultant shall submit the work plan of Environmental and Social Survey including the Terms of Reference of the following sub-work items prior to the commencement of survey at the tunnel site to Implementing Office for review and approval:
  - Data collection of Environmental and Social data
  - Environmental and Social Survey

The Consultant shall perform these surveys for preparing of the EIS Report, EMP Report, and Technical Specifications.

## **7 Right-of-Way Action Plan (RAP)**

7.1 The consultant shall provide the necessary professional services for the determination of the Right-of-Way through the preparation of a Gender-Responsive Preliminary Action Plan (Pre-RAP) as part of the Feasibility Study, which includes but is not limited to the following:

- a. Conduct a Road Strip Survey by the Geodetic Engineer and prepare the house mapping of the identified Project Affected Persons (PAPs) and its structures/other structures/improvements/utilities within the project limits.
- b. Prepare a Gender and Development Report using the format provided by The Transportation Infrastructure Sector in the Philippine Plan for Gender Responsive Planning (PPGD) and NEDA Harmonized Gender and Development Guidelines for Project Development, Implementation, Monitoring and Evaluation outlines responses to make road infrastructure project's gender-responsive to serve as the basis for the inclusion of ROW cost in the project budget through a highly participatory manner, not only informing Project Affected Families/Project Affected Persons (PAFs/PAPs), the conduct of Focused Group Discussions (FGDs) among the concerned stakeholders of the identified affected barangay/s for the preparation of a Gender-Responsive Preliminary RAP (Pre-RAP) of the project.

Gender-Responsive RAP shall pursue the integration of women in all phases of infrastructure development through the encouragement of women's participation and recognition of their actual and potential contributions.

7.2 The Consultant shall coordinate with the FCSES and shall undertake the following activities in preparing the Gender-Responsive RAP as a Chapter in the FS:

- a. Coordination Meeting with LGUs  
Present the proposed project of the Department as well as activities for the preparation of the RAP as a Chapter in the FS, including disclosure of DPWH policies under the Republic Act 10752.
- b. Information Dissemination/Social Preparation/Public Consultations  
Disclose the RA 10752, and the DPWH Policies, identify issues and concerns (including gender issues in the involvement of women, youth, senior citizens, and disabled persons in infrastructure development), and document

consultation proceedings (using Attendance Sheet, Minutes of the Meeting, Photos, among others).

c. Conduct gender analysis with the aim to develop gender-based information on the following:

- Trend of employment of women at all levels (actual construction, technical, and management) in infrastructure projects or services;
- Capacity of women, women’s groups, and gender equality institutes and NGOs located in the proposed project area who can be consulted to influence decisions about the planning design, operation, and maintenance of infrastructure facilities;
- The number of families, men, women, boys, and girls, as well as the number of female-headed households’ resettlement as a result of the construction of the infrastructure; access of women to water, health, and transport services, etc. It is noted that the involvement of women in infrastructure development is very limited.
- Identify appropriate sites for public restrooms along the stretch of the road project and recommend O & M measures for these restrooms.
- Identify appropriate sites for children’s crossings, pedestrian walkways, bike lanes, guardrails, footbridges, lane markings, guard houses, and other road safety facilities and structures.

7.3 The consultant shall prepare the standard gender-sensitive design of infrastructure and facilities that cater to the practical needs of women, aged people, and children, as well as people with disabilities and special needs (according to the requirements of the accessibility law), such as wider space on restrooms of women, provision of ladders in the abutments of bridge and dikes, wider walkways/sidewalks in an urban area, etc. and incorporate in the plan such gender-sensitive needs and structures as may be cost-effectively needed.

7.4 The consultant shall prepare a Preliminary RAP as a Chapter in the FS that is fully compliant with applicable national legislation, the Updated SEMS Manual s. 2021, the DPWH ROW Acquisition Manual (DRAM) of December 08, 2017, by RA 10752 (*An Act to Facilitate the Acquisition of Right-of-Way, Site or Locations for National Government Infrastructure Projects and Other Purposes*) series of 2016 that shall be the basis to:

- a. Determine and describe the type of land, structures/improvements, and crops/trees to be acquired as ROW;

- b. Provide the profile of the Project Affected Persons (PAPs). Ensure that all data that will be gathered for the study concerning the affected population groups are sex-disaggregated;
  - c. Determine the pricing of the property based on BIR zonal values, tax declarations, and recent sales;
  - d. Identify the possible adverse impacts of the project and mitigation measures;
  - e. Determine the cost estimates for acquiring land and improvements needed as ROW and for relocation of informal settlers;
  - f. Recommend the compensation and entitlement package for owners and PAPs, and;
  - g. Provide the RAP implementation schedule.
- 7.5 The Consultant shall closely coordinate with the Implementing Office and the Flood Control Social and Environmental Section – Planning and Design Division, to monitor the performance and quality of output of the Sociologist/RAP Specialist/RROW Researcher in all RAP activities prior to the preparation of the report to ensure that the RA 10752, Applicable Laws and DRAM, are properly complied with and adequately met.

a. Preliminary Assessment/Survey of PAPs

A preliminary survey/road strip survey shall be undertaken to identify persons potentially affected by the project. The result of the survey shall be properly documented and shall form part of the FS Report.

b. Asset Identification and Valuation

Identify and value the affected assets/properties of the PAFs. Develop a benchmark unit cost of the affected assets within the resettlement corridor of impact which affected portion of the land as well as affected structures, improvements, crops, and trees therein. This benchmark unit cost shall be derived from industry standards and accepted by the DPWH. An example of this is the cost per square meter of the floor area of a house or building. Approximate measurements survey shall be properly documented and shall be included in the FS Report as an Annex.

The Preliminary RAP Report should be in accordance with the Report Outline found in Appendix 15 of the DRAM.

- 7.6 The Consultant shall submit the work plan of surveys for RAP including the Terms of Reference of the following sub-work items before the commencement of the survey at the tunnel site to the Implementing Office for review and approval:

- Data Collection for the Resettlement Action Plan (RAP)
- Parcellary Survey

The Consultant will perform these surveys for preparing of the RAP Report and Technical Specifications.

## **8.0 Gender and Development (GAD)**

The Consultant shall prepare a Gender and Development (GAD) Report to be integrated into the Right-of-Way Action Plan (RAP). This report must adhere to the format specified by the Transportation Infrastructure Sector within the Philippine Plan for Gender-Responsive Planning (PPGD) and follow the NEDA Harmonized Gender and Development Guidelines. It should address and incorporate responses to ensure that the road infrastructure project is gender-responsive throughout its development, implementation, monitoring, and evaluation phases.

The Gender and Development Plan for infrastructure development shall pursue the integration of women in all phases of infrastructure development through the encouragement of women's participation and recognition of their actual and potential contributions.

To implement the required responses to make the project gender-responsive, the Consultant in coordination with the DPWH RO8 - GAD-TWG Permanent Focal Person, shall perform the following activities:

1. Undertake environmental planning (+ resettlement action plan) through public consultation or multi-stakeholder forum and identify gender issues and concerns in the involvement of women, youth, senior citizens, and differently-abled persons in infrastructure development. Women should constitute at least 30% of the total participants.
2. Ensure that all data that will be gathered for the study concerning the affected population groups are sex-disaggregated.
3. Conduct gender analysis to develop gender-based information on the following:
  - Trend of employment of women at all levels (actual construction, technical, and management) in infrastructure projects or services;
  - Capacity of women, women's groups, and gender equality institutes and NGOs located in the proposed project area who can be consulted to influence decisions about the planning design, operation, and maintenance of infrastructure facilities;

- The number of families, men, women, boys and girls, as well as the number of female-headed household as a result of the construction of the infrastructure; access of women to water, health and transport services, etc. It is noted that the involvement of women in infrastructure development is very limited.
  - Identify appropriate sites for public restrooms along the stretch of the road project and recommend O & M measures for these restrooms.
  - Identify appropriate sites for children’s crossings, pedestrian walkways, bike lanes, guardrails, footbridges, lane markings, guard houses, and other road safety facilities and structures.
4. Prepare the standard gender-sensitive design of infrastructure and facilities that cater to the practical needs of women, aged people, and children, as well as people with disabilities and special needs (according to the requirements of the accessibility law), such as wider space on restrooms of women, provision of ladders in the abutments of bridge and dikes, wider walkways/sidewalks in an urban area, etc.; and
5. Incorporate in the plan such gender-sensitive needs and structures as may be cost-effectively needed.

*Note: HGDG Box 10 form is attached.*

## **9.0 Disaster Risk Reduction Measures**

- 9.1 The consultant shall conduct a preliminary inventory for potential road slope disasters in the road section under study. The road slope disasters in the road shall be determined and classified as soil collapse, rock slope collapse, landslide, road slip, debris flow, river erosion, and coastal erosion.
- 9.2 The consultant shall collect information regarding road slopes on the road under study for proper and practical risk assessment. They shall complete the five (5) types of templates prepared for at the Preliminary Inventory Survey (PIS) level. The PIS shall be undertaken to identify disaster-prone slopes and assess the disaster frequency of the slopes.
- 9.3 The consultant shall identify High Hazard Areas, No Build Zones, and National Protected Areas, assess the potential frequency of road closure disasters per year (if applicable), assess the magnitude of the disaster, and prepare preventive countermeasure plans with the corresponding estimate.

## **10.0 Cost Estimate**

- The Consultant shall prepare the cost estimate using the unit price analysis method for various improvement alternatives. The estimates shall include the cost of construction, detailed engineering, supervision, acquisition of right-of-way, and resettlement compensation. EIS cost and environmental monitoring cost, price escalation, and contingencies.
- The Consultant shall calculate the quantities of each work item of the different types of work to be carried out.
- The consultant shall estimate the maintenance cost in the same manner as the construction cost.

## **11.0 Economic Evaluation**

- The consultant shall conduct additional traffic surveys as required and/or update traffic data if these are not covered in the DPWH central database or are deemed out-of-date, respectively, including but not limited to traffic counts, origin-destination studies, and shall establish traffic projections based on traffic generating sources related to the national, regional and sector plans, including plans for other transport modes and other factors to include:
  - a) Population growth and changes in rural and urban population distribution;
  - b) National and regional economic growth and per capita income growth;
  - c) Development of agricultural and forestry resources;
  - d) Development of the tourism industry, considering likely future growth and prospects as well as public and private plans for tourism infrastructure development of various locations with the project area and their impact on traffic and induced benefits;
  - e) Development of manufacturing and processing industries and mineral resources;

- f) Development potential in areas with available and untapped resources;
  - g) Likely traffic diversion from other transport modes/routes to the project road (including existing roads within the network but not directly included in this Study) as it affects traffic generation and assignment for the project.
- The consultant shall characterize the existing and future supply of transport facilities in the area in order to establish the inter-linkages among the modes i.e. land, water, and air.
  - The consultant shall determine basic vehicle operating costs under ideal road and traffic conditions based on the established values by DPWH.
  - The consultant shall establish actual vehicle operating costs for different vehicle types, considering the present road condition as well as the proposed improved condition.
  - The consultant shall establish traffic projections based on demographic characteristics, agricultural and industrial production by sector, economic development forecasts, and local resource base in the project area.
  - The consultant shall conduct road network analysis via the new roads and bridges considering the effect of completing the projects in the road network, specifically in the traffic flow behavior, by adapting an acceptable transport model in the analysis.
  - Consultant shall submit an assessment of transport costs by other modes of transport for possible traffic diversion to the new route/mode via the road and bridge project taking into consideration both the competitive and complementary characteristics of the entire road section where the bridge project will be connected in relation to other highways and other components of the transportation system (including sea and air transport routes).
  - Based on the factors mentioned above, the consultant shall undertake an economic analysis of the project using the appropriate opportunity cost of capital (10% to 12%) to determine the size and timing of execution by comparing the estimated economic prices (as distinct from the financial costs) with the economic benefits expected to be derived throughout the economic life/project horizon of the bridge project for the each of the alternative improvement level.
  - The consultant shall assess and calculate economic benefits accruing to the road network improvement with the implementation of the project to include, inter alia:

- (i) reduction in road user transport cost and travel time is broken down into normal, diverted, and generated traffic components for all vehicle traffic;
  - (ii) improvement in the efficiency of the network (decongestion), capacities, level of service and other related measurements; and
  - (iii) Savings on improvements in road maintenance and repair cost, if any, and in consideration of the frequency of intervention.
- Benefits accruing to the government and society such as traffic safety, accident reduction, carbon monoxide reduction, and improved land use, decongestion of central business districts, etc.
  - The consultant shall submit a comparative economic analysis on a “with the project” and “without project” basis under the following indicators shall include inter-alia, the following for both individual project items as a whole and, where necessary, phased implementation:
    - (i) Economic Internal Rate of Return (EIRR);
    - (ii) Net Present Worth (NPW);
    - (iii) NPW/cost; and
    - (iv) Benefit-Cost Ratio (BCR)
  - For the purpose of economic evaluation, shadow pricing shall be applied for both costs and benefits. However, the economic costs, benefits, and economic feasibility indicators shall be presented with and without shadow pricing elements. The Consultants shall solely be responsible for these analyses but should consult with the National Economic and Development Authority (NEDA).
  - Costs to be determined shall include, but not be limited to:
    - a) Estimates of future vehicle operating costs;
    - b) Estimates of economic and financial construction costs, and
    - c) Estimates of future costs of routine and periodic maintenance of the coastal road including road approaches.
  - Benefits to be derived shall include, inter-alia, the following:
    - a) Reduction in road user transport costs including higher load capacity for goods carrying vehicles for all traffic (suitably broken down into normal, diverted, and generated traffic components), including and excluding savings in travel time for passenger traffic;
    - b) Reduction in road maintenance and repair costs; and
    - c) Generated traffic benefits as a result of the increase in income due to traffic cost savings.

- The consultant shall undertake sensitivity assessments of key parameters such as traffic growth factors, traffic volume, and diverted traffic of sufficient range and detail to permit rational examination of possible implementation alternatives.
- Traffic growth rates shall be estimated for the project by adopting applicable parameters and employing regional estimates of transport demand income elasticity.
- All economic indicators and all basic parameters (i.e., traffic growth factors, project costs, vehicle operating costs, etc.) shall be subjected to sensitivity analyses of sufficient range and detail to permit rational examination of possible implementation alternatives (both of scale and timing).
  
- The consultant shall evaluation of stage construction, where appropriate, for a six-lane, four-lane, or two-lane road should also be carried out, taking into consideration the applicability of Department Order No. 40, Series of 2014.
  
- The consultant shall define both quantifiable and non-quantifiable and discuss the significance to the national economy and socio-economic objectives of the Government, with particular emphasis on the areas influenced by the proposed coastal road and bridge project. In this context, due consideration shall be given to the social, environmental, and economic impact of the bridge project particularly in the aspects of:
  - a) Identified beneficiaries,
  - b) Relative income status and socio-economic characteristics of the beneficiaries;
  - c) Pattern of distribution of benefits; and
  - d) Any other element/s having an important influence on the well-being of the population in the project area. In particular, the Consultant shall provide a clear distribution of these benefits focusing mainly on small farmers/fishermen (including tenants) and landless labor, and other under-privileged groups such as in the form of improved access to and from markets for fishery/agricultural products and inputs, increased employment (from additional industrial/ commercial and eco-tourism activities) and mobility and improved access to health and educational facilities, etc.
  
- The Consultant shall incorporate social benefits (with appropriate weightage) in the determination of socio-economic feasibility indicators. However, the economic indicators shall also be shown including efficiency pricing. It is expected that the Consultant shall provide an in-depth review and evaluation of the relevant information in this regard and its effect on the scope, timing, and scale of the recommended feasible roads in this Project undertaking.

- In anticipation of the project submission to the NEDA-ICC, the following documents shall be consolidated by the Consultant:
  1. Cost Estimated with a Detailed Unit Price Analysis including a breakdown of the project's components (material, equipment, skilled and unskilled labor), foreign and local costs.
  2. Implementation Plan with the proposed annual funding requirement for the project activities, e.g., ROW Acquisition, DED, Civil Works, to serve as a reference for the economic evaluation. It is recommend to include the mode of financing for the ensuring projects e.g., local fund under the General Appropriation Act (GAA), Official Development Assistance (ODA), and/or Private-Public-Partnership (PPP). Likewise, they should include recommendations to the Government as to the utilization of its budget strategy and loan negotiation potentials.
  3. Right-of-Way Action Plan (RAP) with the acquisition cost in accordance to Republic Act 10752.
  4. Economic Evaluation that reflects item 1,2, and 3

## **12.0 Implementation Plan**

The Consultant shall:

- Explore project implementation under a short, medium, and long-term plan and integrate it into the study.
- Establish and recommend a suitable construction phasing and packaging taking into consideration the schemes/ scenarios proposed or realistic and accost-effective implementation;
- Evaluate and recommend the most appropriate construction method and traffic management plan during the construction of the project.

## **V. ENGINEERING STUDIES**

Relative to engineering studies, the Consultant shall undertake the following:

- Review the existing DPWH standards for geometric, structural designs, and construction methodology and propose any modification which may be required for discussion with the Project Team, taking into consideration the applicability of

Department Order No. 40, Series of 2014, to meet the requirements of the future traffic and economic consideration of the project;

- The Consultant shall conduct engineering surveys following the requirements of the Section 3 Survey for Highway Projects of the DPWH DGCS, Volume 2-B Engineering Surveys 2015 Edition, Department Orders, and other pertinent laws relative to the conduct of engineering surveys.

The Consultant shall submit the Survey Plans and Reports that contain the required Survey Outputs specified under the Section 3.4 Survey for Highway Projects of the DPWH DGCS, Volume 2-B Engineering Surveys 2015 Edition.

### **Control Points of Alignment**

The Consultant shall establish horizontal and vertical ground controls of the project site. No assume station and benchmark elevation are allowed.

### **Horizontal Ground Control**

Horizontal ground controls shall be established at or near an acceptable vicinity of the subject project using secondary traverse precision and accuracy. Existing Bureau of Lands Location Monuments BLLM's), Municipal Boundary Monuments (MBM), Barrio Boundary Monuments (BBM) triangulation stations within the project shall be made part of the project control. The horizontal ground controls shall be connected to the previously approved BLLM's and/or triangulation stations or higher orders established by the Bureau of Coast and Geodetic Survey.

### **Vertical Ground Control**

A vertical ground control system shall be established for the entire project, which will be connected and referred to at least three (3) existing benchmarks (B.M. All elevations shall be referred to a reference datum plane, either the Mean Sea Level (MSL) or the Mean Lower Low Water (MLLW) as established by the Bureau of Coast and Geodetic Survey. In all cases, the datum plane shall be indicated in the survey plans.

- Initiate and conduct the necessary field investigations including topographic, hydrographic, pavement, geological, and geotechnical investigations to gather data to be used as the basis for the basic engineering design and preparation of cost estimates. Further, go over and examine any available updated data from the DPWH relevant to the aforementioned surveys that may be utilized if deemed necessary.
- Investigate the availability of suitable construction materials, including suitable embankment materials aggregates, etc.;

- Propose alternative construction methods that may be suitable for the project including labor-intensive methods, which might be relatively advantageous for the project area. The Consultants shall recommend the optimum construction method suitable for the project area, considering the application of value engineering;
- Review/study the extent to which the areas within the site are subject to geological hazards and ensure that probable adverse effects, if any, are considered in formulating design standards and recommend the provision of appropriate design to resist defly and/or mitigate such forces;
- Undertake preliminary hydrological/hydraulic investigation and analyze data, thereof in the areas traversed and provide appropriate recommendations and design criteria, i.e., such as the type and location of the appropriate bridge structure to properly provide adequate protection against erosion and scour forces for bridge foundations, and countermeasures for a potential disaster such as soil collapse, etc.;
- All available data (topographic and geologic maps of the territory, climatology reports, hydrologic maps, local drainage system plans, flood control project plans, etc.) related to the Project shall be collected and examined by the Consultant.
- Study the hydrological/hydraulic conditions (including available data) in the area and provide appropriate recommendations and design criteria for the size and location of the project and properly provide flood protection against erosion and scour forces for project foundation, and countermeasure for potential slope disasters such as soil collapse, and hydrographic/liquefaction.
- Undertake a topographical survey within the project site including setting out and establishing appropriate locations of reference points for key controlling points of the survey line and sufficient benchmarks and GPS stations for identification and use during the subsequent engineering surveys.
- The leveling shall be tied to the existing Government benchmarks in the area. Cross-sections shall be taken at twenty (20) meter intervals, in order to provide the necessary details for earthwork and quantify calculations with an accuracy of ninety percent (90%) and a margin of error of plus or minus ten percent ( $\pm 10\%$ ) of the final quantities.

All survey information and data shall be recorded and preserved in standard survey forms (including e-copies) and notebooks subject to review/checking by the DPWH. Upon completion of the works, all original survey notes shall become the property of DPWH.

Relative to the data gathered, satisfactory harmony between the horizontal and vertical geometry should be established to complement the existing terrain.

Design criteria recommendations are based on the projected traffic volume wherein the type of highway and geometry features shall be dependent.

Geometric design features used shall be consistent with the speed selected; in accordance with the DPWH Design Guidelines and AASHTO Design Standards (Green Book Latest Edition).

- Supervise the setting out and establishment, at appropriate locations, of reference points for key controlling points of the survey line and sufficient benchmarks for identification and use during subsequent engineering surveys.
- Review/study the geological conditions in the areas traversed and, on the basis of geotechnical investigations performed (and also utilizing all available data), provide appropriate recommendations and design criteria to permit proper foundation design for the bridge.
- Undertake geotechnical investigations along the proposed road alignment in accordance with DPWH Guidelines and Standards including soils and materials survey. The Consultant shall perform analysis and testing on disturbed and undisturbed soil samples in accordance with AASHTO and ASTM.

In particular, the soil samples along the approach roads alignment for pavement design will be conducted with test pits for soil classification and CBR (California Bearing Ratio), respectively.

Test pitting conducted at the 250-meter interval for loose heterogeneous strata and 500-meter for homogenous with a minimum depth of 1.50-meters will be done for:

- Grain size and classification according to the ASTM method; and
  - Atterberg limits natural moisture content, dry density moisture content relationship, and determination of bearing capacity by the CBR test on representative samples of different soil types.
- At the selected road site, deep drilling with a standard penetration test (SPT) for the structures shall be conducted. The minimum depth shall be determined based on the confirmation of hard/dense strata or bedrock suited as a bearing layer. The soil samples for foundation design shall be tested for the determination of the main characteristics (grain size distribution and classification, moisture content, Atterberg limits, shear strength, etc.).

At the proposed material sources, 2 test pits shall be conducted and sufficient samples should be taken for laboratory testing. The Consultants shall identify/determine the number of proposed sources of borrowing, aggregates, and other construction materials required by the Project. The materials samples shall be tested for, but not limited to, the following:

- Grain size distribution and plasticity characteristics
- Unit weight and water absorption write
- Abrasion
- Soundness

- Geological structures, especially active faults that might traverse the area, should be delineated and potential mass movement areas should be identified, analysis for Liquefaction Potential during earthquakes and consolidation due to soft ground should be included.

All geological geotechnical investigation results and reports shall be subjected to review and evaluation in conformity with the DPWH Design Guidelines, Criteria, and Standards.

- The Consultant shall prepare a drainage design for the proposed drainage structures adopted for the approach roads. Collection of data shall be performed to determine the proper size/types of drainage structures to suit actual field conditions relative to the road terrain and other necessary factors.
- Estimate to feasibility level of accuracy (+80%) the principal quantities and total cost of each component of the projects, taking as reference the recent bids and awards of similar projects in the DPWH. The preparation of the cost estimate using the unit price analysis method for various improvement alternatives included the cost of construction, detailed engineering, supervision, acquisition of right-of-way, and contingencies. Bridge maintenance costs, categorized into routine and periodic costs, shall also be calculated and appropriately distributed within the economic life of the project bridge. Likewise, maintenance strategies shall be determined by the Consultant vis-à-vis actual condition.
- For economic evaluation purposes, the improvement costs (construction costs, final engineering, supervision, and right-of-way acquisition costs) should be in constant prevailing prices and shadow priced while annual maintenance costs shall be estimated on a “with the project” and “without project” basis. Economic costs should be included in the evaluation analysis as separate items;
- The Consultant shall calculate the quantities of the different types of work to be carried out. The Consultant shall use a unit price analysis for each work item based on prevailing prices in the project area. The Consultant shall draw up a detailed unit price analysis (DUPA) of each work item which includes:

a.) Direct Costs

- Cost of materials (cost at sources, transport, handling, storage, miscellaneous expenses, and allowances for wastage);
- Costs of construction plant and equipment including depreciation or rental rates, wages of operators, fuel, oil and lubricants, and maintenance; and
- Cost of labor, including salaries, wages, cost of living allowances, and all fringe benefits.

b.) Indirect Costs

- Overheads, contingencies, and miscellaneous
- Profits
- Mobilization/Demobilization
- Taxes

Each unit price analysis shall be broken down into local currency and tax components.

Based on the results of the unit price analysis, construction cost shall be estimated. Moreover, maintenance costs shall be estimated in the same manner as the construction cost.

- Provide a realistic time schedule for implementing the various components of the project. This shall include sufficient lead time for procedural matters, design solicitation, and award of tenders as well as for the construction of the various project components.
- Selection of Tunnel Alignment and Positions of Tunnel Portals, North and South

The Consultant will perform the followings for the selection of tunnel alignment and the positions of tunnel portals, North and South on the results of surveys:

- Identify the design controls
- Carry out the typical cross section of tunnel
- Carry out the alternative study for both tunnel alignment and positions of the tunnel portals
- Select an optimum tunnel alignment
- Select optimum positions of the tunnel portals, North and South

- Feasibility Study and Basic Design of the Tunnel and Its Approach Sections

The Consultant will carry out the feasibility study including basic design of the tunnel and its approach road. The documents will be prepared for the following items, supplemented with appropriate drawings:

- Civil Engineering Design
- Traffic Demand Forecast and Analysis
- O&M Building Design
- Electrical Design
- Mechanical Design
- ITS Design
- Construction Planning
- Project Cost Estimate
- Project Implementation Program

➤ Project Economic and Financial Analysis for Investment

The Consultant will carry out the project economic and financial analysis including the following items by utilizing the traffic demand forecast:

- Project Economics
- Project Financials
- Risk Analysis and Risk Management Plan

## VI. HUMAN RESOURCES/STAFF RESOURCES REQUIREMENTS AND SCHEDULES

### A. KEY STAFF QUALIFICATION

The Consultant shall be composed of qualified staff with skill and experience necessary to undertake the range of task set out in these Terms of Reference which shall be supported by adequate technical and other staff. They should have obtained appropriate educational degree, attended relevant trainings and acquired appropriate years of experience in detailed engineering design and procurement assistance of roads, related road works, and other infrastructures and in their respective fields of expertise. Presented in the job description/ responsibilities and preferably required qualifications of the key staff.

The staffs must be able to express themselves in English. Foreign key staff should be eligible to practice the profession in the Philippines. In any case, replacement of staff must have qualifications that equal or exceed those of the staff originally evaluated for the position. The qualifications of the key staff are shown below.

Position	Job Description	No. of Months	Required Qualifications
1. Project Manager	<ul style="list-style-type: none"><li>• Prepares operation plan and supervises all aspects of the project to ensure compliance with the objectives and</li></ul>		<ul style="list-style-type: none"><li>• Registered/Licensed Civil Engineer, with extensive experience in pavement design, bridge design, and alignment</li></ul>

Contract ID No.: 24CSI006

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

	maintain progress in accordance with the contract time schedule.	10.0	planning and related areas as international codes such as TRL/AASHTO. <ul style="list-style-type: none"><li>• 15-year minimum work experience in the related field.</li></ul>
2.Highway Engineer	<ul style="list-style-type: none"><li>• Performs preliminary engineering design of project roads which includes pavement design and slope protection facilities.</li></ul>	10.00	<ul style="list-style-type: none"><li>• Registered/Licensed Civil Engineer, with extensive experience in pavement design, bridge design, and alignment planning and related areas as international codes such as TRL/AASHTO.</li><li>• 10-year minimum work experience in the related field.</li><li>•</li></ul>
3. Traffic Engineer/ Modeler	<ul style="list-style-type: none"><li>• Plans, supervises, and coordinates all aspects of traffic engineering for the project.</li></ul>	4.0	<ul style="list-style-type: none"><li>• Registered/Licensed Civil Engineer, with specialization in transportation planning/engineering.</li><li>• Extensive experience with traffic modeling, and optimal route planning.</li><li>• Equipped with traffic/transport modeling software.</li><li>• 5-year minimum work experience in the related field.</li></ul>
4. Bridge/Structural Engineer	<ul style="list-style-type: none"><li>• Makes field investigations and evaluation of all proposed bridges and prepare standards for the preliminary design of bridges, box culverts, and other structures.</li></ul>	4.0	<ul style="list-style-type: none"><li>• Registered/Licensed Civil/Structural Engineer with specialization in bridge design. He/she must have extensive experience with bridge structures. He/she must be equipped with bridge modeling software. Minimum of 5 years of experience in the related field.</li></ul>
5. Tunnel Engineer	<ul style="list-style-type: none"><li>• Develop detailed designs and specifications for tunnel projects, considering factors</li></ul>		<ul style="list-style-type: none"><li>• Registered/ Licensed Civil/ Structural Engineer with specialization in bridge design and in transportation</li></ul>

	<p>such as geology, hydrology, and structural integrity.</p> <ul style="list-style-type: none"> <li>• Conduct feasibility studies and risk assessments to identify potential issues and mitigation strategies.</li> <li>• Collaborate with architects, civil engineers, and other professionals to integrate tunnel designs with overall project plans.</li> <li>• Perform detailed technical analyses and simulations to predict and address potential issues during construction and operation.</li> <li>• Utilize software tools and engineering methods to enhance tunnel design and construction processes.</li> </ul>	5.0	<p>planning/engineering. He/she must have extensive experience in tunnel engineering or a related field, with a proven track record in designing and managing tunnel projects. He/she must be equipped with tunnel modeling software. Minimum of 10 years of experience in the related field.</p>
6. Hydrologist/ Drainage Engineer	<ul style="list-style-type: none"> <li>• Responsible for the conduct of hydrologic investigations and/or drainage-related surveys for the design of roads.</li> </ul>	5.0	<ul style="list-style-type: none"> <li>• Registered/Licensed Civil Engineer with specialization in drainage design.</li> <li>• 5-year minimum work experience in the related field.</li> </ul>
7. Cost/ Specifications/ Quantity Engineer/ Construction Planner	<ul style="list-style-type: none"> <li>• Responsible for developing preliminary civil works construction plan and obtaining bills of quantities for all types of project costs.</li> </ul>	6.0	<ul style="list-style-type: none"> <li>• Registered/Licensed Civil Engineer or Bachelor's Degree in Economics and Business.</li> <li>• 5-year minimum experience in the field of road design development.</li> <li>• Wide experience in conducting BOQ analysis for at least two major road projects.</li> <li>• Adept in the use and manipulation of engineering and economic data.</li> </ul>

Contract ID No.: 24CSI006

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Contract Location: Leyte

			<ul style="list-style-type: none"><li>• Familiar with the current unit cost of materials, services, and other cost items.</li></ul>
8. Geodetic Engineer	<ul style="list-style-type: none"><li>• Undertakes topographic and parcellary surveys for topographic mapping.</li><li>• Prepares house mapping of PAPs based on the results of the road strip survey for use in the Pre-RAP Report.</li></ul>	5.0	<ul style="list-style-type: none"><li>• Registered/Licensed Geodetic Engineer with experience in the field of surveying.</li><li>• Familiar and adept with the use of the latest technologies in surveying and research work.</li><li>• 5-year minimum work experience and related field.</li></ul>
9. Geotechnical Engineer	<ul style="list-style-type: none"><li>• Analyze the result of field and laboratory test of soils and materials survey and prepares recommendations on structure foundation and road pavement.</li><li>• Prepare comparative costing of affected land based on tax declaration, zonal, and current market valuation.</li></ul>	5.0	<ul style="list-style-type: none"><li>• Registered/Licensed Civil Engineer with experience in geotechnical engineering.</li><li>• 5-year minimum work experience in the related field.</li></ul>
10. Geologist	<ul style="list-style-type: none"><li>• Identifies the location of potential road slope disaster/failure and another hazardous area of the proposed alignment.</li><li>• Prepare countermeasure plan and conduct an indicative feasibility study of the selected countermeasure.</li></ul>	5.0	<ul style="list-style-type: none"><li>• Registered/Licensed Geologist with experience in subsurface exploration.</li><li>• 5-year minimum work experience in the related field.</li></ul>

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**

11. General Economist	<ul style="list-style-type: none"><li>Responsible for conducting economic analysis called for in the feasibility study and the implementation program.</li></ul>	6.0	<ul style="list-style-type: none"><li>Bachelor's Degree in Economics and/or Business.</li><li>5-year minimum experience in the field of infrastructure development and evaluation.</li><li>Wide experience in conducting economic analysis.</li><li>Adept in economic modeling and reviewing.</li></ul>
12. Environmental Specialist	<ul style="list-style-type: none"><li>Responsible for the conduct of the Environmental Impact Statement (EIS) and preparing the IEE documents (ECC Requirements) to be submitted to the FCSES for review.</li></ul>	5.0	<ul style="list-style-type: none"><li>Bachelor's Degree in any related field.</li><li>Master's Degree or Doctorate is an advantage.</li><li>Licensed ENP and EMB-Accredited Environmental Planner.</li><li>Master's Degree or Doctorate is an advantage.</li><li>5-year minimum work experience in the conduct of Environmental Impact Assessments (EIA), Initial Environmental Examinations (IEE), and preparation of an Environmental Impact Statement (EIS) in any infrastructure project.</li><li>Familiar with current best practices in Environmental Planning and Engineering.</li></ul>
13. Gender and Development Specialist/ Sociologist	<ul style="list-style-type: none"><li>Support the establishment of linkages between service providers and beneficiary households for public services essential for family welfare.</li><li>Prepare GAD Report for the F/S that gender analysis situation in the working areas and identify measures to be taken to remove factors impeding socio-economic rights.</li></ul>	5.0	<ul style="list-style-type: none"><li>Social Science/Sociology Graduate or any related field.</li><li>Master's Degree/Specialization in Social Science, Sociology, or equivalent is an advantage.</li><li>With extensive experience in the social aspect of project preparation and planning.</li><li>5-year or more work experience in social baseline studies, rehabilitation, and resettlement</li></ul>

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Contract Location: Leyte

			action planning in road infrastructure projects.
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## B. STAFF SCHEDULE

The Consultant's services are of input nature, which, means that the key staff and their inputs are based on the initial assessment of the required activities and presumed work schedule of the Consultant. If the needs and the requirements based on actual situation on site, require any change, on their designation and/or time input, the Consultant will effect these changes without any additional cost to the project and within the financial ceiling agreed upon the award of contract.

The Consultant shall determine the staffing plan based on the implementation schedule. The required key personnel and their corresponding monthly work schedule is shown below.

POSITION	No.	Months	Person-Months
<b>Key Staff</b>			
1 Project Manager	1.0	10.0	10.0
2 Highway Engineer	1.0	10.0	10.0
3 Traffic Engineer/Modeler	1.0	4.0	4.0
4 Bridge/Structural Engineer	1.0	4.0	4.0
5 Tunnel Engineer	1.0	5.0	5.0
6 Hydrologist/Drainage Engineer	1.0	5.0	5.0
7 Cost/Specifications/ Quantity Engineer/ Cost Planner	1.0	6.0	6.0
8 Geodetic Engineer	1.0	5.0	5.0
9 Geotechnical Engineer	1.0	5.0	5.0
10 Geologist	1.0	5.0	5.0
11 General Economist	1.0	6.0	6.0
12 Environmental Specialist	1.0	5.0	5.0
13 GAD Specialist/Sociologist	1.0	5.0	5.0
<b>Technical Support Staff</b>			
1 Civil Engineer	2.0	10.0	20.0
2 GIS Specialist	2.0	10.0	20.0
3 CADD Operator	3.0	10.0	30.0
<b>Administrative Staff</b>			
1 Administrative Officer	1.0	10.0	10.0
2 Secretary	1.0	10.0	10.0
3 Encoder	3.0	10.0	30.0
<b>TOTAL</b>	<b>25.0</b>		<b>195.0</b>

## VII. REPORTING

- Final results will be presented to the Planning and Design Division of the Regional Office concerned and to the DPWH Central Office-Manila.
- During the contract period, coordination meetings with the Regional Office and District Engineering Office concerned must be conducted to:
  - (a) Initiate agreements,
  - (b) Discuss the progress of the work and preliminary output;
  - (c) Make comments and suggestions on a timely basis; and
  - (d) Resolve problems and issues that may be encountered.
- Further, aside from the specified scope of work mentioned above, the Consultant may propose additional works to enhance the study. The scope of any additional proposed works by the Consultant shall be established within the first two (2) months of the study, subject to the approval of the Planning and Design Division of DPWH.

## VIII. EXPECTED MAJOR OUTPUTS OF THE CONSULTING SERVICE

- 8.1 The following reports (**5 copies**) presented in a legible manner and all in English language shall be submitted by the Consultants to DPWH:

The major output of the study will be:

- a.) Traffic Survey and Analysis Report;
- b.) Topographic Survey, Preliminary Highway Engineering Design and Studies/Assessment Report (Roadway Section, Summary of Quantities, Table of Reference of Horizontal and Vertical Control);
- c.) Plan and Profile with the Final Alignment incorporated in the topographic/Hydrographic Plans;
- d.) Cost Estimate using the unit price analysis method;
- e.) Project parcellary survey and alignment (road strip) reflecting the project-affected structures and improvement and inventory, respectively, including copies of Tax Declaration for affected lots captioned as House Mapping;
- f.) Environmental Impact Assessment (EIA) Report and Environmental Impact Statement, including EGGAR;

- g.) Preliminary Resettlement Action Plan (Pre-RAP);
- h.) Gender and Development (GAD) Report;
- i.) Laboratory Test Accomplishment Report;
- j.) Geotechnical Investigation Report;
- k.) Hydrological Survey and Calculation Report
- l.) Construction Material Investigation
- m.) Feasibility Study Report (including Traffic Impact Assessment, Economic Analysis, Environmental and Social Impact Assessment, Preliminary RAP)
- n.) Feasibility Study Report including Basic Design Report:
  - i. Report on Tunnel Alignment and Portal Positions
  - ii. Report on traffic Demand Forecast
  - iii. Report on Basic Design of Tunnel, Its Approach and Pavement Structure
  - iv. Report in Electrical Works
  - v. Report on Mechanical Works
  - vi. Report on Building Works
  - vii. Report on Preliminary Work Quantities
  - viii. EIS Report
  - ix. RAP Report
- o.) Method Statement Report
- p.) Economic and Financial Analysis
- q.) Geo-tagged Photographs of the Alignment;
- r.) Latest Comprehensive Land Use Plan (CLUP), Municipal/Barangay Profiles, Comprehensive Development Plan (CDP), Regional Development Plan (RDP), Provincial Development Plan (PDP), and other related plans of all municipalities within the project's influence area, whichever is available;
- s.) Raw and Processed Data of Traffic Survey (Manual Count, Origin-Destination, and Travel Time Survey);

- t.) Map of Alignment (including Shape File Format); and
- u.) Soft copies in pdf/word/excel (TRACEABLE FORMAT), for the following reports; Traffic Analysis and Economic Evaluation

8.2 INCEPTION REPORT **(5 copies)** to be submitted to the implementing office within one (1) month after the commencement of the consulting services. It shall outline a detailed work program for the undertakings and briefly describe the methodologies and project schedule of activities (GANTT and S-Curve) proposed to meet the terms of reference. The report shall include the initial findings as well as the preliminary layout of the forms to be used for various investigations and calculations. The inception Report shall be submitted in soft-bound copy with the title of the report written on the spine.

The Inception Report shall also specify problems identified or anticipated to happen by the Consultant, which required early interference from the Implementing Office (DPWH) or other firms to be resolved efficiently, and shall summarize necessary works for mobilization of Design Team.

8.3 MONTHLY PROGRESS REPORT **(5 copies)** to be submitted to the implementing office every month starting not later than the 15<sup>th</sup> day after the end of the second month following the submission of the Inception Report. The report shall include the status report, physical and financial as well as developments, issues, and findings as of the reporting period.

The Consultant shall prepare a brief progress report summarizing tasks completed by the Design Team during report stage. In addition, it shall state concisely all encountered problems (e.g. administrative, technical or financial problems) and recommendations for solutions to them. A summary of contract implementation progress briefly mentioning encountered problems and recommendations for solutions should also be included in the Report.

8.4 DRAFT FINAL REPORT **(5 copies)** to be submitted to the implementing office within ninth (9) months from the commencement of the Consultant's services giving details of the Consultant's findings and recommendations based on the scope of work outlined in the terms of reference. The report shall include all relevant information, which supports the conclusions in sufficient detail to enable the calculations to be verified and allow re-calculation with modification of the key assumption without the need for supplementary data.

The Consultant shall prepare the Draft Final Report when design survey works are basically completed. The Report should summarize all design works carried out, give recommendations for similar projects implemented by the Implementing Office later in terms of design survey activities, adjustments of or supplementation into the

contract, claims or conflicts or other important issues affecting the value, cost, progress and quality of the construction.

- 8.5 OTHER DOCUMENTS, thus, the Consultant shall prepare other documents related to the project, if required.
- 8.5 All Draft Final outputs shall be submitted a month before the allotted schedule to complete prior to the contract expiration and be subjected to review and evaluation of the Implementing Office, PDD, ESSD, and other relevant offices as deemed necessary.
- 8.6 FINAL REPORT **(5 copies)** to be submitted within thirty (30) days of receipt from the Government of comments on the draft final report incorporating all appropriate revisions and clarifications. The final Report shall be submitted in soft-bound copy with the title of the report written on the spine.
- 8.7 EXECUTIVE SUMMARY **(5 copies)** to be submitted together with the Final Report. It shall contain a brief statement of the project covered in the final report, background information, and results of the analysis, conclusion, and recommendation/s. The Executive Summary shall be submitted in soft-bound copy with the title of the report written on the spine.
- 8.8 Reports on appropriate electronic file format (i.e. Microsoft Office, Adobe PDF, AutoCAD, transport model input and output files, etc.) of the draft and final report containing inception, all reports, technical assessments, drawings, key data, etc., systematically organized in traceable and auditable formats shall be prepared in DVD and/or CD disk or USB flash drive, five (5) copies each. Shape files of the missing gap projects shall be submitted along with the Final Report. In addition, a Power presentation for the project shall be included in the submitted e-copy of the Report.
- 8.9 Checklist for the review of Draft Final and Final Feasibility Study Report:
- Electronic Copy of the Complete Feasibility Study Report consolidated in one PDF file\*
  - Excel File of the Detailed Unit Price Analysis in traceable formula format\*
  - Excel File of Economic Model, in traceable formula format\*
  - Electronic Copy of the project alignment in shapefile, KMZ, or KML format\*
  - Excel File of the Traffic and/or Developmental Data Processing in the traceable format\*
  - Electronic Copy of the zones used in OD Data Processing, if applicable\*
  - Electronic Copy of all software input and output files, if applicable\*
  - Electronic Copy of the stand-alone Environmental Impact Study, if applicable

- Electronic Copy of the stand-alone Preliminary Right-of-Way Action Plan, if applicable
- Electronic Copy of the stand-alone Gender and Development Report, if applicable
- Results of Socio-Economic Survey consolidated in one PDF file\*
- Electronic Copy of the Drawing Volume in PDF file format
- Electronic copy of the Drawings in CADD file format
- Matrix of Corrections and Comments with corresponding Actions Taken\*\*

*(\*) Absolute requirement*

*(\*\*) for Revised Reports*

<b>No.</b>	<b>Report Title</b>	<b>No. of Copies</b>
1	Technical Reports (Draft)	5 sets
2	Technical Reports (Final)	5 sets
3	Inception Report	5 sets
4	Monthly Progress Report	5 sets/per month
5	Other Documents	5 sets
6	Draft Final Report	5 sets
7	Final Report	5 sets

## **IX. LOGISTICS**

The following logistics are necessary for the conduct of the Feasibility Study:

- Project Office;
- Office Furniture, Equipment, and Supplies;
- Laptop and Desktop with Microsoft Office License (to be turned over to the DPWH RO8, please see attached specifications);
- A3/A4 Printers (to be turned over to the DPWH RO8)
- Traffic Forecast and VOC Analysis Software with License (to be turned over to the DPWH RO8)
- Geotechnical Analysis and Civil Design Software, GEO5 Package Professional (All Programs), Perpetual Use (to be turned over to the DPWH RO8)
- CADD Software (to be turned over to the DPWH RO8)

- Structural Design Software, Midas Gen Advance with 10-year maintenance period (to be turned over to the DPWH RO8)
- Drone Camera (to be turned over to the DPWH RO8)
- Service Vehicle
- Communication Facilities;
- Preparation and Printing of FS Draft Final Reports and FS Final Reports
- Printing and Reproduction of Preliminary Engineering Plans A1 mylar for original print and two (2) blueprints;
- Preparation of Required NEDA-ICC, RDC, and DENR Requirements in Hard Copy and 3-file with the Necessary Computations and Assessment with Traceable and Verifiable Format;
- Survey Equipment.

For effective communication and logistical convenience, Consultant are required to maintain an office presence in the area where the project is based.

## **X. PAYMENT SCHEME**

### **10.1 Advance Payment**

1. Upon a request of the Consultant shall be paid an Advance Payment equivalent to fifteen percent (15%) of the Contract Amount, subject to the requirements per Department Order 21, s.2021. *"Amendment to Department Order No. 24, s.2019, to Include Output-Based Contracts"*.
2. A written request of the Consultant and submission of the Inception Report.
3. The Advance Payment shall be made only upon the submission by the Consultant to and acceptance by the implementing office/procuring entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and an amount equal to the advance payment, in accordance with the 2016 Revised IRR Section 42.3 of R.A. 9184 where contract implementation guidelines for the procurement of consulting services are provided in Annex "F".
4. The advance payment shall be repaid by the Consultant by deducting from his progress payments such sum which is equivalent to 15% of every progress billing and shall be fully recoup during final billing.

## **10.2 Progress Billing**

1. The Consultant shall submit to the Procuring Entity/Implementing Office a Progress Billing based on the completed report **per Item of Work**, particularly on surveys and investigations, with analysis and write-up submitted, **reviewed, and accepted** by the end-user.

## **10.3 Final Billing**

1. The Consultant shall submit to the Planning and Design Division – Department of Public Works and Highways Regional Office VIII, a request for Final Billing based on the Final Report submitted, reviewed, and accepted by the Department of Public Works and Highways Regional Office VIII.
2. The Consultant shall turn over to the Planning and Design Division – Department of Public Works and Highways Regional Office VIII all returnable office equipment, computers, software, and purchased office supplies for the said office.

## **10.4 Retention Payment**

1. No retention payment shall be withheld.

## **10.5 Liquidated Damages**

1. Where the Consulting Firm refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Consulting Firm shall pay for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. Should the number of liquidated damages reach fifteen percent (15%) of the contract amount, the implementing office shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consulting Firm.
2. To be entitled to such liquidated damages, the implementing office does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Consulting Firm under the contract and/or collect such liquidated damages from the contract amount or other securities posted by the Consulting Firm, whichever is convenient to DPWH.

## **XI. TRAINING/WORKSHOP**

The Consultant shall conduct at least three (3) training/workshops in order to train/capacitate DPWH Regional Office VIII Personnel (least 20 personnel) to delve deeper into the project, specifically concentrating on observing the on-site conditions, project management methodologies, tunneling approaches, and the resolution of complexities inherent in such a sophisticated infrastructure venture, including database management. A study tour/learning visit shall be conducted with the purpose of exposing concerned government personnel to good practices/models and experiences on the sustainable development.

## **XII. COMMENCEMENT AND DURATION OF FEASIBILITY STUDY**

The Feasibility Study shall commence within seven (7) days from the receipt of DPWH Notice to Proceed (NTP). The duration of Feasibility Study from commencement of the study shall not be more than **300 calendar days** unless an authorized official duly approves a Time Extension.

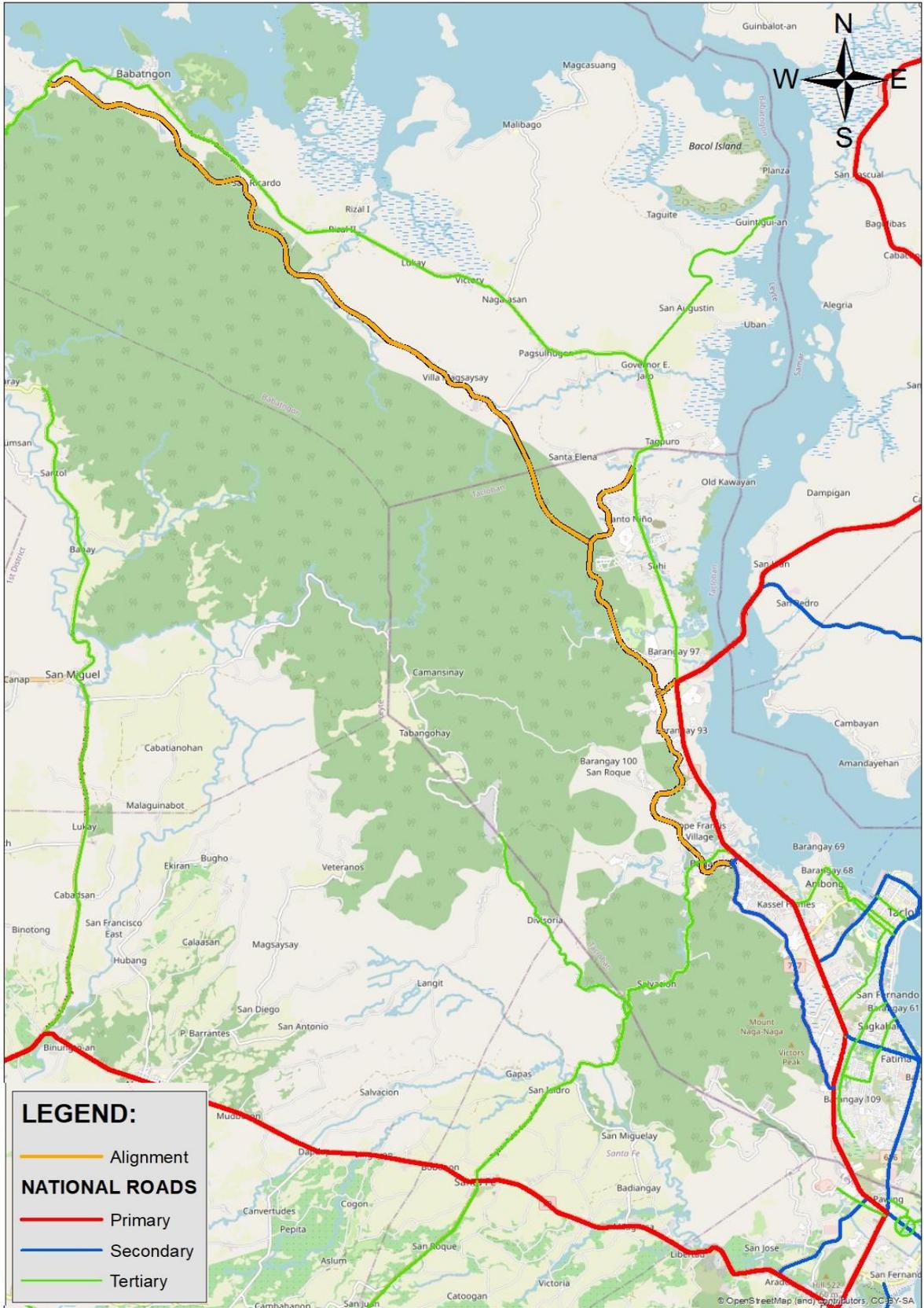
The Consultant shall complete the required services following their person-month requirements, estimated duration of services, and cost. The Consultant must be fully aware that to preclude any necessary additional expenses, and staff should be mobilized following the project's actual commencement and requirements.

### **A. PROJECT ALIGNMENT (Tacloban Bypass Road Extension)**

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**



## **B. REPORT FORMAT: FULL-SCALE FEASIBILITY STUDY**

### *EXECUTIVE SUMMARY*

#### 1. INTRODUCTION

##### 1.1 Background of the Study

- 1.1.1 National, Regional, Provincial, and Local Development Plans (CLUP, CDP)
- 1.1.2 Existing Master Plans, i.e. tourism, transport agriculture, etc.
- 1.1.3 Existing Social Issues and Concerns of the Project Areas

##### 1.2 Significance of the Project

- 1.2.1 Rationale
- 1.2.2 Location (Maps of the Region, Province, Municipality, Barangay)
- 1.2.3 Function (Bypass, Diversion, New Road Opening, Missing Link, Bridge, etc.)
- 1.2.4 Development Prospects (Expected benefits and beneficiaries, i.e., sectorial impacts)

#### 2. PROFILE/CONDITION OF THE PROJECT INFLUENCE AREA

##### 2.1 Project Influence Area

- 2.1.1 Region/Province/Municipalities/Cities
- 2.1.2 Land Area
- 2.1.3 Urban/Rural

##### 2.2 Physical Characteristics

- 2.2.1 Topography
- 2.2.2 Soil Profile
- 2.2.3 Hydrology
- 2.2.4 Climate
- 2.2.5 Natural Environment
- 2.2.6 Land Use Classification
- 2.2.7 Risk Profile

##### 2.3 Demographics

- 2.3.1 Population Growth Rate and Density
  - 2.3.1.1 Population Distribution
  - 2.3.1.2 Average Household Size
  - 2.3.1.3 Labor and Employment
  - 2.3.1.4 Poverty Incidence
  - 2.3.1.5 Household Income and Expenditures (average, distribution/range, allocation)

##### 2.4 Economic Activities

- 2.4.1 Primary i.e. agriculture, forestry, aquaculture
- 2.4.2 Secondary i.e. manufacturing, industries
- 2.4.3 Tertiary i.e. tourism, banking, services

##### 2.5 Labor Force and Employment

- 2.5.1 Source of Income/Employment
- 2.5.2 Employment and Unemployment Rates

- 2.5.3 Work Force Distribution
- 2.6 Existing Infrastructures
  - 2.6.1 Transport (land, water, air, rail)
  - 2.6.2 Water
  - 2.6.3 Power
  - 2.6.4 Telecommunications
  - 2.6.5 Social Services (e.g. Education, Health, Institutional, Safety and Hazards Control, Recreation)
  - 2.6.6 Disaster Risk Reduction
- 3. TRAFFIC ANALYSIS
  - 3.1 Network Analysis
    - 3.1.1 Existing Transport Situation
      - 3.1.1.1 Road Network (Local and National)
      - 3.1.1.2 Road-based Public Transport Terminals (Vehicle Fleets)
      - 3.1.1.3 Sea Transport (Ports, Sea Navigation, Roro)
      - 3.1.1.4 Airports
      - 3.1.1.5 Rail
  - 3.2 Traffic Surveys Undertaken
    - 3.2.1 Manual Classification Volume Count
      - 3.2.1.1 Annual Average Daily Traffic (AADT)
      - 3.2.1.2 Levels of Services
        - 3.2.1.2.1 Midblock
      - 3.2.1.3 Intersection
    - 3.2.2 Origin and Destination Survey
      - 3.2.2.1 Internal Zones
      - 3.2.2.2 External Zones
    - 3.2.3 License Plate Survey
    - 3.2.4 Travel Time and Delay Survey
- 4. ALIGNMENT STUDY\*
  - \*should be similar to the submitted report*
  - 4.1 Multi-Criteria Analysis for the Proposed Alignments
    - 4.1.1 Presentation of Selection Criteria
    - 4.1.2 Evaluation of Alignment Options per Criteria
- 5. ENGINEERING STUDIES
  - 5.1 Field Surveys
    - 5.1.1 Topographic Survey
    - 5.1.2 Highway Inventory
    - 5.1.3 Bridge Inventory
    - 5.1.4 Hydrology and Drainage Inventory
    - 5.1.5 Geological, Geotechnical, and Subsurface Investigation
    - 5.1.6 Utilities Survey

- 5.2 Existing Road Network
  - 5.2.1 National
  - 5.2.2 Local
- 5.3 Existing Road Condition
- 5.4 Preliminary Design
  - 5.4.1 Design Standards for Roads
  - 5.4.2 Design Standards for Bridges
- 5.5 Proposed Improvements
  
- 6. DESIGN AND COST ESTIMATES
  - 6.1 Breakdown of Costs
    - 6.1.1 Direct Cost
      - 6.1.1.1 Equipment
      - 6.1.1.2 Materials
      - 6.1.1.3 Labor (Skilled and Unskilled)
    - 6.1.2 Indirect Cost
      - 6.1.2.1 Engineering and Administrative Overhead Supervision
      - 6.1.2.2 Contingency
      - 6.1.2.3 Miscellaneous Expenses
      - 6.1.2.4 Profit Margin
      - 6.1.2.5 VAT Component
  - 6.2 Implementation Schedule
  
- 7. DEVELOPMENT IMPACT ANALYSIS
  - 7.1 Agriculture
    - 7.1.1 Agricultural Potential of the Area
    - 7.1.2 Additional Marketed Products
    - 7.1.3 Impacts on Hauling Costs (Output and Input)
    - 7.1.4 Reduction in Port-Harvest Losses
    - 7.1.5 Newly Cultivated Agricultural Land
  - 7.2 Industries
  - 7.3 Tourism
    - 7.3.1 Tourism Potential of the Area
    - 7.3.2 Estimated Tourist Arrivals
    - 7.3.3 Impact of Tourist Spending
  - 7.4 Impact on the Commuting Population
  
- 8. ENVIRONMENTAL AND SOCIAL CONSIDERATION
  - 8.1 Environmental Regulatory Framework/Legal Framework
  - 8.2 Description of Environmental Setting and Receiving Environment/Environmental Baseline
    - 8.2.1 Land
    - 8.2.2 Water
    - 8.2.3 Air/Noise

- 8.2.4 People
  - 8.2.5 Future Environmental Conditions (with or without the project)
  - 8.3 Project Potential Key Impact Assessment and Mitigation (per Project Phase)
    - 8.3.1 Key Potential Impacts on Land
    - 8.3.2 Key Potential Impacts on Water
    - 8.3.3 Key Potential Impacts on Air and Noise
    - 8.3.4 Key Potential Impacts on People
  - 8.4 Environmental Management Plan/Impact Management Plan
  - 8.5 Recommendation
9. PRELIMINARY RESETTLEMENT ACTION PLAN (RAP)
- 9.1 Legal Framework
  - 9.2 Description of Adverse Impacts
  - 9.3 Entitlement Matrix
  - 9.4 Estimated Cost for Right-of-Way Acquisition
10. GENDER AND DEVELOPMENT
- 10.1 Stakeholders Analysis
  - 10.2 Standards for Gender Analyses
  - 10.3 Gender-Aware Cost Benefit Analysis
11. PROJECT EVALUATION
- 11.1 Methodology
  - 11.2 Evaluation Criteria
  - 11.3 Economic Project Costs
    - 11.3.1 Conversion Factors
    - 11.3.2 Shadow Pricing
    - 11.3.3 Summary of Economic Project Cost
      - 11.3.3.1 Construction Cost
      - 11.3.3.2 Maintenance Cost (Routine and Periodic)
      - 11.3.3.3 Project Management Cost
      - 11.3.3.4 Right-of-Way Acquisition
      - 11.3.3.5 Taxes and Subsidies
  - 11.4 Project Benefits
    - 11.4.1 Traffic Projection (e.g. using Traffic Growth Rates)
    - 11.4.2 Basic and Actual Vehicle Operating Costs
    - 11.4.3 Sea and Land Transport Fares and Other Costs
    - 11.4.4 Normal Traffic
    - 11.4.5 Diverted Traffic
      - 11.4.5.1 Inter-modal traffic benefits
      - 11.4.5.2 Diverted traffic from other road network
    - 11.4.6 Development Benefits
    - 11.4.7 Generated Traffic
    - 11.4.8 Maintenance Cost Savings

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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## 11.5 Results of Economic Evaluation

### 11.5.1 Sensitivity/Analysis

## 12. PROJECT IMPLEMENTATION PLAN

### 12.1 Organizational Structure for Project Implementation

#### 12.1.1 Detailed Design

#### 12.1.2 Construction Supervision

#### 12.1.3 ROW Acquisition

#### 12.1.4 Civil Works

### 12.2 Financing Options

#### 12.2.1 Annual Funding Requirements

#### 12.2.2 Method of Procurement

#### 12.2.3 Foreign and Local Components

#### 12.2.4 Value for Money Analysis

##### 12.2.4.1 Assumptions

##### 12.2.4.2 VfM Results

###### 12.2.4.2.1 Government Financed

###### 12.2.4.2.2 PPP

###### 12.2.4.2.3 Foreign/ODA

###### 12.2.4.2.4 Hybrids

## 13. CONCLUSION AND RECOMMENDATIONS

## ANNEXES

### C. REPORT FORMAT: Preliminary Environmental and Social Assessment

- I. EIA Regulatory Framework
- II. Brief Project Profile
  - a. Project Rationale and Description
  - b. Project Type, Size, Component and Scope of Works
  - c. Project Location and Area
- III. Project Alternatives  
*(Criteria used in determining options for facility siting, development design, process/technology selection, resource utilization and discuss how the decisions on the preferred options was made.)*
- IV. Description of Environmental Setting

<b>Environmental Component</b>	<b>Content Discussion*</b>
Land	<ul style="list-style-type: none"> <li>• Land Use and Classification</li> <li>• Geology/Geomorphology                             <ul style="list-style-type: none"> <li>○ Topography/Terrain/Slope</li> <li>○ Natural Hazards</li> </ul> </li> <li>• Pedology/Soil</li> <li>• Terrestrial Ecology                             <ul style="list-style-type: none"> <li>○ Existing Vegetation (e.g. Forestland, Marshland, Grassland, Mangrove, Wetland, etc.)</li> <li>○ Biota (Flora and Fauna)</li> </ul> </li> <li>• Overview of biophysical aspects including areas of high priority for conservation of natural habitats, formally protected areas or NIPAS areas, if applicable</li> </ul>
Water	<ul style="list-style-type: none"> <li>• Hydrology/Hydrogeology:                             <ul style="list-style-type: none"> <li>○ Rainfall Data (Average Annual Net Rainfall and maximum 24-hour rainfall)</li> <li>○ Climatic Conditions</li> <li>○ Frequency of Tropical Cyclones</li> </ul> </li> <li>• Air Quality and Noise</li> </ul>
People	<ul style="list-style-type: none"> <li>• Demographic Data</li> <li>• Local Economy, Employment and Livelihood</li> <li>• Cultural Heritage (sanctuary, local heritage)</li> <li>• Existing social infrastructures and services (including access to them)</li> <li>• Ethnic group, if any</li> <li>• Public Sanitation</li> </ul>

*\*Discuss should be supported with Maps and most recent data from various National and Local Agencies*

V. Analysis of Potential Key Impacts Assessment

A. Condition **WITHOUT** the project:

Project Phase/ Activities	Environmental Parameter (Land, Water, Air/Noise, People)	Potential Impacts	Nature of Impact (Positive/ Negative)	Magnitude of Impact (Low/ Med/ High)	Duration of Impacts (Long/ Short Term)
<b>Pre-Construction</b>					
e.g. Clearing of Right-of-Way	Land	Cutting of affected trees	Negative	Moderate	Short term
	People	Displacement of affected Household	Negative	High	Long term

B. Condition **WITH** the project:

VI. Environmental Management Plan

Project Phase/ Activities	Environmental Parameter (Land, Water, Air/Noise, People)	Potential Impacts	Environmental Measures
e.g. Clearing of Right-of-Way	Land	Cutting of affected trees	
	People	Displacement of affected Household	

VII. Conclusion

This item should summarize the following:

- Overall impact analysis of the alternatives
- Determination of necessary Environmental Document/s and clearances for the proposed project/s as per initial screening of project sensitivity based on the Environmental Regulatory Framework.

## **D. REPORT FORMAT: PRELIMINARY RAP**

This shall form part of the FS Report Outline

### ***EXECUTIVE SUMMARY***

#### ***1. INTRODUCTION***

- 1.1 Rationale
- 1.2 Objectives
- 1.3 Methodology
- 1.4 Project Description
- 1.5 Right-of-Way Limits

#### ***2. FIELD WORK AND DATA COLLECTION***

- 2.1 Public Consultation Meetings
- 2.2 Socio-Economic Profile of Project-Affected Persons
- 2.3 Cadastral Maps
- 2.4 Barangays Affected
- 2.5 Land Use and Areas Affected
- 2.6 Structures and Improvements Affected
- 2.7 Crops and Trees Affected
- 2.8 Land Valuation Map
- 2.9 Pricing of Land Based on BIR Zonal Values
- 2.10 Pricing of Land Based on Tax Declaration
- 2.11 Recent Prices of Comparable Properties in the Area
- 2.12 OCTs/TCTs and Tax Declaration with Lot Descriptions
- 2.13 Possible Relocation Sites

#### ***3. IMPACT AND MITIGATION MEASURES***

- 3.1 Expected Impacts
- 3.2 Avoidance/Preventive Measures
- 3.3 Mitigating Measures

#### ***4. COST ESTIMATED, COMPENSATION AND ENTITLEMENTS***

- 4.1 Preliminary ROW Cost Estimates for Land
- 4.2 Preliminary ROW Replacement Cost Estimates for Structures and Improvements
- 4.3 Preliminary ROW Cost Estimates for Crops and Trees
- 4.4 Preliminary Estimates of Other Entitlements of PAPs
- 4.5 Preliminary ROW Cost Estimates for Resettlement Site Development

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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## ***5. CONCLUSIONS AND RECOMMENDATIONS***

- 5.1 Recommended Preliminary Compensation and Entitlements Package
- 5.2 Mitigating Measures and Grievance Process
- 5.3 Implementation Schedule
- 5.4 Monitoring and Evaluation
- 5.5 Next Steps

## ***ANNEXES***

- List of PAFs for Structures/Other Improvements/Trees and Perennials
- List of PAFs with Affected Lots
- Minutes of Coordination Meeting with LGUs, Attendance Sheet and Photos
- Minutes of Public Consultation, Attendance Sheet and Photos
- PAFs Individual Detailed Estimated Cost, Photos and Sketch of Affected Properties/Assets
- Schedule of Prices of Construction Materials (Current Market Prices)
- Current Market Value of Fruit Bearing Trees
- Current Market Value of Timber Trees

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Contract Location: Leyte

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*Prepared by:*

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*APPROVED:*

**(SGD)**  
**ATTY. JAY-B L. TALDE**  
Chief, Administrative Division  
BAC Chairperson

*NOTED:*

**(SGD)**  
**EDGAR B. TABACON, CESO IV**  
Regional Director

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

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## *Section VII.*

### **Summary of Activity (Bill of Quantity Form)**

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**

			
Republic of the Philippines DEPARTMENT OF PUBLIC WORKS and HIGHWAYS Regional Office VIII Baras, Palo, Leyte			
<b>Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)</b>			
<b>SUMMARY OF ACTIVITY                  BILL OF QUANTITIES FORM</b>			
	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>
<b>I.</b>	<b>Personnel Services</b>	<b>lump sum</b>	<b>20.00</b>
1.	Key Staff		
	Project Manager	months	10.00
	Highway Engineer	months	10.00
	Traffic Engineer/Modeler	months	4.00
	Bridge/Structural Engineer	months	4.00
	Tunnel Engineer	months	5.00
	Hydrologist/Drainage Engineer	months	5.00
	Cost/Specifications/ Quantity Engineer/ Cost Planner	months	6.00
	Geodetic Engineer	months	5.00
	Geotechnical Engineer	months	5.00
	Geologist	months	5.00
	General Economist	months	6.00
	Environmental Specialist	months	5.00
	GAD Specialist/Sociologist	months	5.00
2.	Technical Support Staff		
	Civil Engineer	months	10.00
	GIS Specialist	months	10.00
	CADD Operator	months	10.00
3.	Administrative Support Staff		
	Administrative Officer	months	10.00
	Secretary		10.00
	Encoder		10.00
<b>II.</b>	<b>Reimbursable Items</b>	<b>lump sum</b>	<b>1.00</b>
A.	Per Diems	person-days	505.00
B.	Domestic Air Travel (Consultant's Base to DPWH RO8 and proj. site)	roundtrips	95.00
C.	Communication (Telephone Bills, Load Allowances, Courier Bills and Internet Bills)	months	10.00
D.	Office/Engineering Supplies		
	a. Reproduction of Plans and Reports	provisional sum	1.00
	b. Office Supplies for the Study Team	months	10.00
	c. Office Supplies for the Implementing Office	months	10.00
E.	Service Vehicle Rental Basis (Operated and Maintained; 1 vehicle per month)	veh-months	10.00
F.	Equipments and Softwares (Purchase: to be turned-over to DPWH Implementing Office)		
	a. Laptop Computer - Technical Use	unit	5.00
	b. Desktop Computer - Technical Use	unit	5.00
	c. Printer (A4, A3)	unit	4.00
	d. Laptop Computer including Traffic Simulation Software - Perpetual Use	package	1.00
	e. Geotechnical Analysis and Civil Design Software, Perpetual Use	licence	2.00
	f. Computer-Aided Design and Drafting (CADD) Software, Perpetual Use	licence	5.00
	g. Laptop Computer including Structural Design Software with 10-year maintenance period	package	2.00
	h. Drone Camera	unit	2.00
G.	Rental of Field Office including Operation and Maintenance	months	10.00
H.	Building Capacity/Transfer of Knowledge	L.S.	1.00



Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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## ***Section VIII. Bidding Forms***

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Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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# TECHNICAL PROPOSAL FORMS

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## TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

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[Date]

**ATTY. JAY-B L. TALDE**

Chief, Administrative Division

BAC Chairperson

DPWH Regional Office VIII

Baras, Palo, Leyte

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## TPF 2. CONSULTANT’S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):	
Name of Client:		Nº of Staff:	
Address:		Nº of Staff-Months; Duration of Project:	
Start Date (Month/Year):	Completion (Month/Year):	Date	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Consultant’s Name: \_\_\_\_\_

---

### **TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

---

## **TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT**

---

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

## TPF 5. ORGANIZATIONAL CHART, TEAM COMPOSITION AND TASK

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

3 Where applicable, indicate relationships among the Consultant and any partner and/or sub-consultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

--

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

---

## TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]*

\_\_\_\_\_

### **Education:**

*[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

\_\_\_\_\_

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**Languages:**

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_\_, [date issued], [place issued]  
**IBP No.** \_\_\_, [date issued], [place issued]  
**Doc. No.** \_\_\_\_\_  
**Page No.** \_\_\_\_\_  
**Book No.** \_\_\_\_\_  
**Series of** \_\_\_\_\_.

## TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																Subtotal (1)	
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

## TPF 8. ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

### B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_





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## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined**

**and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
  
6. *[Select one, delete the rest:]*  
  
*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
  
*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
  
*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
  
7. *[Name of Bidder]* complies with existing labor laws and standards; and
  
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
  
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

GPPB Resolution No. 16-2020, dated 16 September 2020

### **Bid Securing Declaration Form**

***[shall be submitted with the Bid if bidder opts to provide this form of bid security]***

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

***[Jurat]***

*[Format shall be based on the latest Rules on Notarial Practice]*

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**

BIDDER / CONSULTANT:  
BIDDER / CONSULTANT:

CHECKLIST OF BID REQUIREMENTS  
**(Technical Proposal)**

FIRST ENVELOPE:

CHAIRPERSON: <b>ATTY. JAY-B. L. TALDE</b>
VICE CHAIRPERSON: <b>AGNES M. BARONDA</b>
Regular Member: <b>ATTY. SHARILEE ANGELA A. GASPAY-MAURO</b>
Provisional Member: <b>ALEX S. DAGALEA</b>
Provisional Member, End User: <b>NOEL G. NADERA</b>

**REQUIRED BID SECURITY:**

The Bid Security shall be taken from two (2) acceptable forms, viz:

1. **BID SECURING DECLARATION** as provided in Section 27.5 of the 2016 Revised IRR of R.A. 9184; **"OR"**
2. Any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent ( <b>2%</b> ) <b>₱ 1,399,955.40</b>
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank:	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent ( <b>5%</b> ) <b>₱3,499,888.50</b>

Validity Period 120 calendar days from opening of bid (maximum)

ABC --- **Php 69,997,770.00**

MANUAL EVALUATION (√  present ; ×  absent)

**Technical Documents**


(Initial)

1. **(TPF1)** - Technical Proposal Submission Form [TPF1 - *GPPB PBD Fifth Edition August 2016*]
2. **(TPF2)** Consultant's References [TPF2 - *GPPB PBD Fifth Edition August 2016*]
3. **(TPF3)** - Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity. [TPF3 *GPPB PBD Fifth Edition August 2016*]
4. **(TPF4)** - Description of the Approach, Methodology and Work Plan for Performing the Project. [TPF4 - *GPPB PBD Fifth Edition August 2016*]
5. **(TPF5)** - Organizational Chart, Team Composition and Tasks for the Project. [TPF5 - *GPPB PBD Fifth Edition August 2016*]
6. **(TPF6)** - Format of Curriculum Vitae (CV) for Proposed Professional Staff. [(TPF6) *GPPB PBD Fifth Edition August 2016*]
7. **(TPF7)** - Time Schedule for Professional Personnel. [(TPF7) *GPPB PBD Fifth Edition August 2016*]
8. **(TPF8)** - Activity (Work) Schedule. [(TPF8) *GPPB PBD Fifth Edition August 2016*]
9. **(TPF9)** - Experience on Completed, and On-going Projects [DPWH-CONSL-06(TPF9A)-2016 & DPWH-CONSL-07(TPF9B)-2016]
10. Omnibus Sworn Statement. *GPPB PBDS Resolution no. 16-2020 dated September 16, 2020*
11. Bid Securing Declaration *GPPB PBDS Resolution no. 16-2020 dated September 16, 2020*

Remarks:  **Complying/ Passed**       **Non-Complying / Failed**

- Note:**
1. Technical Proposal shall be book bounded and contents of which must be all numbered/paginated consecutively in the right-hand top margin and signed below page number by the duly authorized representative, pursuant to D.O. No. 90, Series of 2002;
  2. Checklist for Technical Proposal shall be included as 1<sup>st</sup> page of the book bounding of Technical Envelope with ear-tabbing labeled for each checklist; and
  3. Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection and for declaring Non-Complying/Failed.

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

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# FINANCIAL PROPOSAL FORMS

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## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

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[Date]

**ATTY. JAY-B L. TALDE**

Chief, Administrative Division  
BAC Chairperson  
DPWH Regional Office VIII  
Baras, Palo, Leyte

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, [Date].

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

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

We remain,

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

## FPF 2. SUMMARY OF COSTS

Item	Costs	Currency(ies) <sup>1</sup>	Amount in Philippine Peso
Remuneration			
Reimbursable			
Subtotal			
VAT (12% of Remuneration)			
Contingency -5% of Subtotal (without VAT)			
<b>Total Amount of Financial Proposal</b>			

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

<sup>1</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

### FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

<sup>2</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

## FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

<sup>3</sup> Staff months, days, or hours as appropriate.

## FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Contract ID No.: **24CSI006**

Contract Name: Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)

Contract Location: Leyte

## FPF 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contract ID No.: **24CSI006**

Contract Name: **Consultancy Services for the Conduct of Feasibility Study for Tunneling of Tacloban Bypass Road Extension, Tacloban City, Leyte (Tacloban – Babatngon)**

Contract Location: **Leyte**

**BIDDER:** \_\_\_\_\_

**Checklist of Bid Requirements**  
**(Financial Proposal)**

ABC --- **Php 69,997,770.00**

**SECOND ENVELOPE:**

<b>CHAIRPERSON: ATTY. JAY-B L. TALDE</b>
<b>VICE CHAIRPERSON: AGNES M. BARONDA</b>
Regular Member: <b>ATTY. SHARILEE ANGELA A. GASPAY-MAURO</b>
Provisional Member: <b>ALEX S. DAGALEA</b>
<b>Provisional Member, End User : NOEL G. NADERA</b>

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1 **(FPF 1)** - Financial Proposal Submission Form [FPF1 - *GPPB PBD Fifth Edition August 2016*]

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2 **(FPF 2)** - Summary of Cost [FPF2 - *GPPB PBDS Fifth Edition August 2016*]

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3 **(FPF 3)** - Breakdown of Price per Activity. [FPF3 - *GPPB PBD Fifth Edition August 2016*]

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4 **(FPF 4)** - Breakdown of Remuneration per Activity. [FPF4 - *GPPB PBD Fifth Edition August 2016*]

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5 **(FPF 5)** - Reimbursable per Activity. [FPF5 - *GPPB PBD Fifth Edition August 2016*]

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6 **(FPF 6)** - Miscellaneous Expenses [FPF6 - *GPPB PBD Fifth Edition August 2016*]

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**(Initial)**

**Remarks:**  **Complying / Passed**       **Non-Complying / Failed**

- Note:**
1. Financial Proposal shall be book bounded and contents of which must be all numbered/paginated consecutively in the right-hand top margin and signed below page number by the duly authorized representative, pursuant to D.O. No. 90, Series of 2002;
  2. Checklist for Financial Proposal shall be included as 1<sup>st</sup> page of the book bounding of Financial Envelope with ear-tabbing labeled for each checklist; and
  3. Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection and for declaring Non-Complying/Failed.

## ***Section VIII. Appendices***

### **I. Description of Services**

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### **II. Reporting Requirements**

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

### **III. Key Personnel and Sub-consultants**

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government’s country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.’s 1 and 2.

### **IV. Breakdown of Contract Price**

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
3. Applicable taxes

## **V. Services and Facilities Provided by the Client**

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

## **VI. Consultant's Representations Regarding Costs and Charges**

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

### **1. Review of Remuneration Rates**

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

#### **(i) Salary**

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

#### **(ii) Bonus**

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

#### **(iii) Social Costs**

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public

holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant’s leave policy is acceptable as a social cost.

**(iv) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^5 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

**(v) Overheads**

Overhead expenses are the firm’s business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner’s time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

**(vii) Away from Headquarters Allowance or Premium**

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

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<sup>5</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

### **(viii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents — the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## **2. Reimbursables**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

## **3. Bank Guarantee**

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

**VII. BREAKDOWN OF AGREED FIXED RATES<sup>6</sup>**

[Currencies: \_\_\_\_\_<sup>7</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>8</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>6</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>7</sup> If different currencies, a different table for each currency should be used.

<sup>8</sup> Per month, day, or hour as appropriate.

