

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS
ZAMBOANGA DEL SUR
2ND DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE IX
Poblacion, Guipos

TERMS OF REFERENCE

Consulting Services for the Conduct of Pre-Feasibility Study (Phase-II) of Pitogo- Tabina Coastal Road, Zamboanga del Sur

1 INTRODUCTION

Pitogo is a coastal municipality in the province of Zamboanga del Sur. The municipality has a land area of 95.94 square kilometers or 37.04 square miles which constitutes 2.14% of Zamboanga del Sur's total area. Its population as determined by the 2020 Census was 27,516. This represented 2.62% of the total population of Zamboanga del Sur province, or 0.71% of the overall population of the Zamboanga Peninsula region. Based on these figures, the population density is computed at 287 inhabitants per square kilometer or 743 inhabitants per square mile. (<https://www.philatlases.com/mindanao/r09/zamboanga-del-sur/pitogo.html>)

Meanwhile, Tabina is a coastal municipality in the province of Zamboanga del Sur. The municipality has a land area of 71.65 square kilometers or 27.66 square miles which constitutes 1.60% of Zamboanga del Sur's total area. Its population as determined by the 2020 Census was 25,734. This represented 2.45% of the total population of Zamboanga del Sur province, or 0.66% of the overall population of the Zamboanga Peninsula region. Based on these figures, the population density is computed at 359 inhabitants per square kilometer or 930 inhabitants per square mile. (<https://www.philatlases.com/mindanao/r09/zamboanga-del-sur/tabina.html>)

The proposed project under this TOR, the NRJ. Baganian - Limbayan - Punta Flecha - Lower Panikian - Panubigan - Pob. Pitogo - Balabawan - NRJ. Liasan Road, starts at Baganian, station Tabina Zds and ends at Brgy.Liasan Pitogo Zds with a total length of 23.57 kilometers. This Road is expected to developed and improved the coastal municipalities of Zamboanga del Sur, in terms of agriculture, tourism and safety. The coastal barangays of Pitogo thrives in tuna and coconut produce and from income coming from tourists that visit the beaches that have been progressing in the area. Despite these potentials for development, some areas along the project alignment are said to be camps of armed insurgent groups. The provision of a highway may enable the military forces to better prevent and control possible armed conflict in the area given an improved access to these camps. The alignment is considered a Protected Area legislated by the local government unit and will pass through areas near the coast with the presence of forest mangroves.


M. Magadan
6/13/24

2 OBJECTIVES

The main objective of the proposal under this TOR is to determine the cost and quantity of the proposed road project considering the technical aspects among others. Additionally, the Feasibility Study (F/S) shall ensure that engineering/value analysis (VE/VA) is undertaken with regards to the selection of the best possible alignment/structural configuration. This is to ensure that the best scheme for providing the project's intended outputs will be selected that would yield the highest value-for-money (VfM).

By the end of the consulting period, the Consultant is expected to produce quantity and cost of the project with a total length of 23.57 kilometers with an exemption from station 00+00 to station 00+681 existing concrete paved with carriageway width 6.1 meters, from station 0+712 to station 2+468 existing concrete paved with carriageway width 6.1 meters, from station 8+054 to station 11+098 existing concrete paved with carriageway width 6.7 meters, from station 12+895 to station 19+280 existing concrete paved with carriageway width 6.1 meters. For cost estimates from station 0+681 to station 0+712 existing steel bridge to be replace to permanent bridge, from station 2+468 to station 8+054 for road improvement, from station 11+098 to station 12+895 for road improvement, from station 19+280 to station 21+812 for road improvement, from station 21+812 to station 21+848 proposed Balabawan Bridge and from station 21+848 to station 23+570 for road improvement with a total length of 11.637 km.

3 SCOPE OF CONSULTING SERVICES

The scope of works of the Consultant under this TOR shall include the technical considerations to establish the overall viability of the investment in coordination/consultation with beneficiaries and other stakeholders as necessary. The consulting services will include the following major activities:

3.1 Cost Estimate

- 3.1.1 Prepare the cost estimate using the unit price analysis method for the proposed road project. The estimates shall include the initial cost of construction, detailed engineering & supervision.
- 3.1.2 Classify, if necessary, the cost items into local currency components and the corresponding taxes. The local currency component shall include the cost of local materials and supplies, local wages, etc.;

- 3.1.3 Calculate the quantities of each work item of the different types of work to be carried out; and
- 3.1.4 Estimate the maintenance cost in the same manner as the construction cost.

3.2 Disaster Risk Reduction Measures

- 3.2.1 Not included/applicable in the study.

3.3 Economic Evaluation

- 3.3.1 Not included/applicable in the study.

3.4 Implementation Plan

- 3.4.1 Project implementation shall be carried out from 2024-2025.

4 REPORTING

- 4.1 Final results will be presented to the Planning Service and Planning and Design Division of the Regional Office and District Engineering Office concerned.
- 4.2 During the contract period, coordination meetings with the District Engineering Office 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.
- 4.3 The Consultant shall also accommodate up to five (5) on-the-job observers (e.g. personnel from the District Engineering Office), who shall be detailed to the project for the purpose of capacity-building and technology transfer.
- 4.4 Further, aside from the specified scope of works mentioned above, the Consultant may propose additional works to enhance the study, provided it shall bear no additional cost to the Government. 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 Government.

5 EXPECTED DELIVERABLES OF THE CONSULTING SERVICE

- 5.1 The Consultant shall report the progress of all activities in the course of the contract implementation. The Consultant shall submit the following but not limited to:
- **Inception Report** which shall contain the detailed work program for the undertaking, methodologies, dates of report submissions and schedule of activities proposed to meet the requirements set in this Terms of Reference. A total of three (3) copies of the report shall be submitted to the implementing office in two (2) weeks after the commencement of the consulting service.
 - **Progress Report.** This report shall include status report, physical and financial as well as developments, issues, findings as of the report period. A total of three (3) copies of the report and electronic file (editable and in PDF) shall be submitted to the implementing office every month.
 - **DRAFT FINAL REPORT** which shall contain the details of the consultant's findings and recommendation based on the scope of work outlined in this Terms of Reference. The report shall summarize the undertaking fully describing the methods used, findings and the investment priorities. The report shall include all relevant information which support the conclusions in sufficient detail to enable calculations to be verified and allow re-calculation with modification of the key assumption without the need of supplementary data. A total of five (5) copies of the report shall be submitted to the implementing office at least two (2) weeks prior to contract expiration. The reports shall be submitted in soft-bound copy with title of the report written at the spine together with traceable e-copies of all analyses and simulations made. The implementing Office shall issue to the Consultant a Suspension Order as a time consideration for the Implementing Office and related reviewing Offices to have ample time to transmit, circulate, review and consolidate all comments to the said reports. Once the reports are sent back to the Implementing Office, the Implementing Office shall issue a Resumption Order upon return of the report for correction and revision.
 - **FINAL REPORT** which shall incorporate all appropriate revisions and clarifications on the Draft Final Report. A total of five (5) copies of the report shall be submitted to the implementing office in printed and e-copy format together with all the requirements set forth in this TOR on or before the contract expiration. The Final Reports shall be submitted in soft-bound copy with title of the report written at the spine.

5.2 The major deliverables of the Study will be:

- 5.2.1 Overall Summary of Accomplishment Report
- 5.2.2 Plan and Profile with the Final alignment incorporated in the Topographic/Hydrographic Plans
- 5.2.3 Preliminary Highway Engineering Design and Studies/Assessment Report (typical Roadway Section, Summary of Quantities, Table of Reference of Horizontal and Vertical Control)
- 5.2.4 Laboratory Test Accomplishment Report (if applicable)
- 5.2.5 Other data/documents to be submitted shall include but not limited to:
 - 2.2.5.1 Geo-tagged Photographs
 - 2.2.5.2 Map of the alignment (including shape file format), plot in/convert to WGS 84

All outputs shall be complied in the following reports presented in legible manner and all in English language and shall be submitted to DPWH in three (3) copies. Electronic file formats (i.e. Microsoft Office, Adobe PDF, AutoCAD, transport model input and output files, etc.) of all reports and documents systematically organized in traceable and auditable formats shall be prepared in DVD and/or CD, 3 copies each.

All Draft Final Outputs shall be submitted at least two weeks prior to the contract expiration and be subjected to review and evaluation of the Implementing Office, PPD, ESSD, and other relevant offices as deemed necessary. The reviewing office shall review the draft reports for a maximum of two weeks; therefore, Final Reports are expected to be delivered not later than the contract expiration.

- 5.3 Payments to the consultant shall be made in accordance with the schedule contained in the table that follows. However, payments shall only be made on the basis of actual work accomplished referring to the deliverables set in Section 5.2.

DELIVERABLE	PERCENTAGE FROM TOTAL COST
Inception Report	15%
Progress Reports	15%
Draft Final Report	
• Quantity and Cost of the Proposed Project	50%
Final Report and Executive Summary	20%
TOTAL	100%

6 STUDY SCHEDULE

The Study shall be completed within a period of one (1) month, commencing from the date of receipt of the Notice to Proceed (NTP).

7 HUMAN RESOURCE/ STAFF REQUIREMENT

The Consultants shall be composed of qualified staff with experience in the conduct of data gathering for infrastructure feasibility studies including preliminary design, traffic, social, and environmental impact assessment.

Key Staff	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42						
Project Manager/ Transport Planner					5 days							5 days							5 days							5 days										5 days												
Cost/ Specifications/ Quantity Engineer/ Construction Planner					5 days							5 days							5 days							5 days										5 days												
Highway Engineer					5 days							5 days							5 days							5 days										5 days												

The Consultant shall provide the following key staff and the job description and required qualifications are prescribed below:

Position/Key Staff	Job Description	Required Qualification
1. Project Manager/ Transport Planner	Act as the team leader for the study team and ensure timely and quality delivery of the work specified in this Terms of Reference.	Bachelor's Degree or higher in Finance/ Economics/ Registered/Licensed Civil Engineering and Masters Degree in Transport Planning/Traffic Engineering or Master's Degree in Urban and Regional Planning. He/she must have a minimum of 5 years of experience in feasibility studies with 5 years in transport planning and relevant fields. He/she must have experience with managing at least two feasibility studies in road and bridge projects.
2. Cost/ Specifications/ Quantity Engineer/ Construction Planner	Responsible for developing preliminary civil works construction plan and obtaining bill of quantities for all type of project costs.	Bachelor's Degree in Geodetic/Civil Engineering, with experience in the field of surveying. He/she must be familiar and adept with state-of-the-art technologies in surveying and research work with extensive experience in river survey (topographic, hydrographical and cross-sectional survey) and topographic/profile survey for urban drainage structures. He/she must have a minimum of 5-year experience in the related field.
3. Highway Engineer	Responsible for Undertaking new road scheme designs to the highest appropriate technical standards and assist in estimating construction cost.	Bachelor's Degree in Civil Engineering, with experience in the field of highway engineering. He/she must have a minimum of 5-year experience in highway engineering.

- 7.1 For each key position proposed, responses should include a description of the professional and technical qualifications and licenses necessary for satisfactory performance of required services under this task order; on-going and completed projects, specialized experience and technical competence in the type of work outlined in the Scope of Services.
- 7.2 Replacement of Consultant's Key Personnel is subject to the provision of Department Order No. 21 series of 2015 and RA 9184 and Its IRR.

8 INSTITUTIONAL ARRANGEMENT

- 8.1 Implementing Office (DPWH Zamboanga del Sur Second District Engineering Office)
- 8.1.1 Disburse the fund for the conduct of the F/S once the contract is executed;
- 8.1.2 Implement and manage the contract, including ensuring the quality of output, the monitoring and evaluation of the progress of the study and approval of reports to ensure delivery of outputs as specified in this TOR;
- 8.1.3 Provide assistance in the coordination with other concerned agencies/entities in the conduct of the study, such as securing the required permits(s) from the Protected Area Management Board (PAMB)
- Department of Environment and Natural Resources (DENR) for the conduct of activities and entry into the protected area, among others;
- 8.1.4 Provide reasonable technical assistance to personnel of the Consultant with respect to incidents related to the conduct of the study;
- 8.1.5 Provide, upon the request of the Consultant, available information/data and also if available, copies of previous related studies subject to the execution of the Confidentiality and Non-Disclosure Agreement (CNDA), if necessary.

8.1.6 ¹Coordinate with the Project Preparation Division – Planning Service of the DPWH regarding all the activities relating to the conduct of the study, included but not limited to the implementation timelines, submission of deliverables, notice of meetings, etc. Should the need arise, consult with the PPD-PS in the implementation of the study.

8.2 ²Planning Service – Central Office

8.2.1 Provide technical assistance to the Implementing Office

8.2.2 Be responsible for contract implementation and management, including ensuring the quality of output, the monitoring and evaluation of the progress of the study and approval of reports to ensure delivery of outputs as specified in this TOR;

8.3 Consultant

8.3.1 Conduct the study and deliver on time the results/outputs as indicated in this TOR;

8.3.2 Provide the necessary office equipment (i.e., computer, printers, office supplies, etc.) for the conduct of the study. All equipment procured for the development of the project shall be transferred to the Government by the end of the project;

8.3.3 Shoulder all expenses required in the conduct of the study, including travel costs and lodging of detailed Government personnel during field visits, except for their salaries;

8.3.4 Carry out the services with sound engineering theories and practices to ensure that the final works will provide the most economical and feasible development for the study;

8.3.5 Accept full responsibility for the consulting services to be performed under this TOR for which the Consultant is liable to DPWH;

¹ Include only if the Regional Office is the Implementing Office

²Include only if the RO or DEO is the Implementing Office. No need to include if the Central Office is the IO

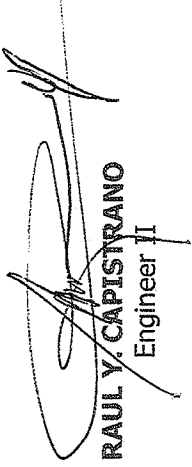
- 8.3.6 Perform the work in an efficient and diligent manner and shall use its best effort to keep reimbursable costs down to the possible minimum without impairing the quality of services rendered;
- 8.3.7 Comply with, and strictly observe any laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other labor laws;
- 8.3.8 Keep accurate and systematic records and accounts in respect of the services in such form and detail as is customary and sufficient to establish accurately that the costs and expenditures under this TOR have been duly incurred;
- 8.3.9 Permit the duly authorized representatives of the Government from time to time to inspect its records and accounts as well as to audit the same;
- 8.3.10 Not allowed to assign nor sub-contract any part of the professional engineering services under this TOR to any person or firm, except with prior written consent. The approval by the Government to the assignment of any part of said services or to the engagement by the Consultant of sub-contractors to perform any part of the same shall not relieve the Consultant of any obligations under this TOR;
- 8.3.11 During the term of the 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 the contract other than the services and any continuation thereof provided there is no current or future conflict;
- 8.3.12 Prohibit full-time foreign staff during his assignment under this TOR to engage, directly or indirectly, either in his name, or through the Consultant, in any business or professional activities in the Philippines other than the performance of his duties or assignment under this TOR;

- 8.3.13 Not allowed, at any time, to communicate to any person or entity any information disclosed to them for the purpose of this services, nor shall the Consultant make public any information as to the recommendations formulated in the course of or as a result of the services, except with prior consent;
- 8.3.14 Agree that nothing contained herein shall be construed as establishing or creating between the Government and the Consultant, the relationship of employer and employee or principal and agent, it being understood that the position of the Consultant and anyone else performing the services is that of an independent contractor;
- 8.3.15 Hold the Government free from any and all liabilities, suits, actions, demands, or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by said personnel incident to or in connection with the services under this TOR. The Consultant shall agree to indemnify, protect and defend at its own expense the Government and its agents from and against all actions, claims and liabilities arising out of acts done by the Consultant or its staff in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance; an
- 8.3.16 Provide on-the-job capacity building/technology transfer to the Government's personnel detailed to the project

9 OWNERSHIP OF THE OUTPUTS/REPORTS/DOCUMENTS

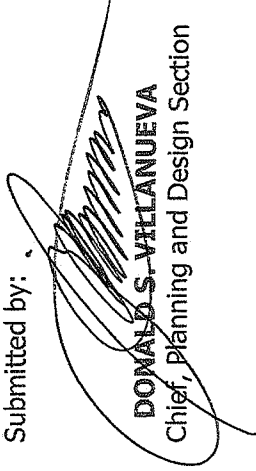
All submitted outputs/reports/documents under this contract, including but not limited to tracings, as-built drawings, estimates, digital information, computer model and data, specifications, investigations and studies completed or partially completed, inspection logs, and photographs, shall be the property of DPWH and the use of these data for other purposes shall require written consent from the Department. Copyrights will be governed by existing laws, rules and regulations.

Prepared By:


RAUL Y. CAPISTRANO
Engineer II


JOANAFEL M. GARAY
Engineer II (ELECTRICAL)

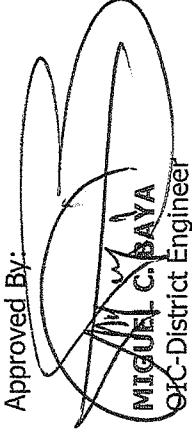
Submitted by:


DONALD S. VILLANUEVA
Chief, Planning and Design Section

Recommending Approval:


ANNABELLE C. UPAO
Assistant District Engineer

Approved By:


MIGUEL C. BAYA
OIC-District Engineer