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REQUEST FOR PROPOSALS

# Selection of Consultants

**for**

Metro Manila Subway Project  
(MMSP) Phase I  
(Valenzuela to Parañaque)

**(General Consultant)**

**Client** : Department of Transportation (DOTr)

**Country** : Republic of the Philippines

**Project** : Metro Manila Subway Project (MMSP) – Phase I

**Loan No.** : PH-P267

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## Table of Contents

Section 1. Letter of Invitation .....	LOI-1
Section 2. Selection Procedures	
Quality-Based Selection (QBS)	
QBS - Instructions to Consultants .....	ITC-1
QBS - Data Sheet.....	DS-1
Section 3. Technical Proposal - Standard Forms .....	TF-1
Section 4. Financial Proposal - Standard Forms .....	FF-1
Section 5. Terms of Reference.....	TOR-1
Section 6. Standard Forms of Contract	
ANNEX I. Consultants' Services Time-Based Contract.....	FC-1
Section 7. Eligible Source Countries of Japanese ODA Loans .....	ESC-1

## **Section 1. Letter of Invitation**

## Letter of Invitation

**Date: XX**

**Invitation No. 01-2018**

**Loan No. PH-P267**

*[insert Name and Address of Consultant]*

Attention: Mr./Ms.:

1. The Government of the Republic of the Philippines through the Department of Transportation (DOTr) (hereinafter called “Borrower”) has received financing from Japan International Cooperation Agency (JICA) toward the cost of Metro Manila Subway Project (MMSP) – Phase I (hereinafter called “the Project”).
2. The DOTr now invites proposals to provide the following consulting services: Detailed Engineering Design Finalization and Construction Supervision. More details on the services are provided in the Terms of Reference.
3. Your firm is one of the seven (7) Consultants being invited to present a proposal for consulting services.

This RFP has been addressed to the seven (7) shortlisted Consultants.

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality-Based Selection (QBS) method and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.
6. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants (including Data Sheet)

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms<sup>1</sup>

Section 5 – Terms of Reference

Section 6 – Standard Form of Contract

Section 7 – Eligible Source Countries of Japanese ODA Loans

7. Please inform us in writing at the address below, upon receipt:
  - (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a proposal alone or as a joint venture.

Address : Procurement Service

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<sup>1</sup> Including “Instructions for preparing Financial Proposal Forms FIN-1 to FIN-5.”

Department of Budget and Management  
Cristobal, 662 Paco, Manila

Telephone : (02)689-7750 Loc. 4020  
E-mail : [pd6@ps-philgeps.gov.ph](mailto:pd6@ps-philgeps.gov.ph)

8. Details on the proposal's submission date, time and address are provided in Clause 12.6 of the Instructions to Consultants (ITC).

Yours sincerely,

**MR. JOSEPH CONRAD D. DUEÑAS**  
Bids and Awards Committee Chairperson  
Bids and Awards Committee - VI  
Procurement Service

# **Section 2.**

## **Selection Procedures**

# **Quality-Based Selection (QBS)**

## **Section 2. QBS - Instructions to Consultants**

The Instructions to Consultants governing this selection process are the “Instructions to Consultants, Option A – QBS, Section 2” of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those Instructions to Consultants are available on the JICA’s website shown below:

[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/tender/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

A copy of these Instructions is not attached to this RFP. Participating Consultants are hereby advised to download their own copy of JICA’s standard text on Instructions to Consultants, Option A – QBS for their reference and full understanding of the stipulations given in the QBS Data Sheet found in the succeeding pages of Section 2 of this RFP.



## QBS - Data Sheet

Paragraph Reference	
1. (b)	The Applicable Guidelines are those published in April 2012.
2.1	Loan Agreement Number: PH-P267 Amount of the Loan Agreement: JPY 104,530,000,000 Signed date of the Loan Agreement: 16 March 2018 Name of Project: Metro Manila Subway Project (MMSP) – Phase I
2.2	Name of the Client: Department of Transportation
2.3	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Name of the assignment is: Metro Manila Subway Project (MMSP) – Phase I General Consultant
2.4	A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Date and Time: 23 August 2018, 10:30 AM (Pacific Standard Time UTC +8:00)  Address: Procurement Service Department of Budget and Management Cristobal, 662 Paco, Manila  The Client's representative is: <b>MR. JOSEPH CONRAD D. DUEÑAS</b> The Chairperson for the Bids and Awards Committee - VI.  Telephone : (02)689-7750 Loc. 4020 E-mail : <a href="mailto:pd6@ps-philgeps.gov.ph">pd6@ps-philgeps.gov.ph</a>
2.5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: MMSP Feasibility Study.

4.1(c)	A list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
5.3	Form TECH-10 shall be part of the Technical Proposal
6.3	Proposals shall be submitted in the English Language.
7.1	Proposals must remain valid <b>ninety (90)</b> days after the submission deadline date, until: 16 December 2018
7.8(b)	Not Applicable
8.1	<p>Clarifications may be requested by ten (10) days prior to the deadline for Submission of Proposals.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;"><b>MR. JOSEPH CONRAD D. DUEÑAS</b>  BAC - VI Chairperson  Procurement Service  PS-DBM Compound  Cristobal, 662 Paco, Manila</p> <p>Telephone : (02)689-7750 Loc. 4020  E-mail : <a href="mailto:pd6@ps-philgeps.gov.ph">pd6@ps-philgeps.gov.ph</a></p> <p>Responses to any request for clarification, if any, will be published on the Employer’s web page indicated below not later than seven (7) days prior to the deadline on the submission of Bids.</p> <p><a href="http://www.dotr.gov.ph">www.dotr.gov.ph</a> – Foreign Assisted Projects Section  <a href="http://www.ps-philgeps.gov.ph/home/">http://www.ps-philgeps.gov.ph/home/</a></p>
11.1(i)	<p>Estimated numbers of man-months for Experts that must be shown on the Expert schedule are:</p> <p>- International Experts : <u>4,637</u> man-months  - Local Experts : <u>5,872</u> man-months  - Total : <u>10,509</u> man-months</p> <p>(1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office;</p> <p>(2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) land transportation including vehicle rental;</p>

	<p>(4) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) miscellaneous administrative and support costs including office operations, support personnel and translation; and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<b>11.1 (ii) c</b>	<p>Amount for provisional sums:          -for foreign currency : <b>JPY 782,886,000.00</b>          -for local currency : <b>PHP 132,156,500.00</b></p> <p>Contingency amount:          -for foreign currency : <b>JPY 782,886,000.00</b>          -for local currency : <b>PHP 132,156,500.00</b></p>
<b>11.2</b>	<p>Please refer to Revenue Memorandum Circular 08-2017 found in <a href="https://www.bir.gov.ph/images/bir_files/internal_communications_2/RMCs/RMC%20No%208-2017.pdf">https://www.bir.gov.ph/images/bir_files/internal_communications_2/RMCs/RMC%20No%208-2017.pdf</a></p> <p>Information on the Consultant’s tax liabilities in the Client’s country can be found in <a href="http://www.bir.gov.ph">http://www.bir.gov.ph</a>.</p> <p>A general bid bulletin concerning the details of the consultant’s tax liabilities shall be posted by DBM-PS on the following websites:  <a href="http://www.dotr.gov.ph">www.dotr.gov.ph</a> – Foreign Assisted Projects Section  <a href="http://www.ps-philgeps.gov.ph/home/">http://www.ps-philgeps.gov.ph/home/</a></p>
<b>11.3</b>	<p>The other international traded currency permitted is:          United States Dollar (<b>USD</b>)</p>

<b>12.3</b>	<p>The number of copies is: One (1) original, four (4) copies and one (1) electronic copy in CD ROM for each of the Technical Proposals.</p> <p>The CD ROM for the Technical Proposal is to be inserted into the envelope marked “Technical Proposal-Copy”.</p>																																
<b>12.5</b>	<p>Time and date of the Proposal submission deadline:</p> <p>- Time: 10:00 AM (Pacific Standard Time UTC +8:00) - Date: 17 September 2018</p>																																
<b>12.6</b>	<p>Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal to the Client’s representative to the following address:</p> <p>Attention: <b>MR. JOSEPH CONRAD D. DUEÑAS</b> BAC - VI Chairperson Procurement Service</p> <p>Address: PS-DBM Compound, Cristobal, 662 Paco, Manila</p> <p>Proposals must be submitted no later than the following date and time: [<i>refer to Clause 12.5 of the Data Sheet above.</i>]</p>																																
<b>14.2</b>	<p>Criteria, sub-criteria, and point system for the evaluation are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Experience of the Consultants relevant to the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Experience of international projects of comparable size, complexity and technical specialty</td> <td style="text-align: right;">[ 7 ]</td> </tr> <tr> <td style="padding-left: 20px;">b) Experience in developing countries under comparable conditions</td> <td style="text-align: right;">[ 5 ]</td> </tr> <tr> <td style="padding-left: 20px;">c) Experience in Japanese ODA projects</td> <td style="text-align: right;">[ 3 ]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (i):</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[ 10 ]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[ 10 ]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[ 5 ]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[ 25 ]</td> </tr> <tr> <td>(iii) Key Experts’ qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Project Director</td> <td style="text-align: right;">[ 10 ]</td> </tr> <tr> <td style="padding-left: 20px;">b) Chief Contract &amp; Financial Manager</td> <td style="text-align: right;">[ 6 ]</td> </tr> <tr> <td style="padding-left: 20px;">c) Cost Control &amp; Estimation Expert</td> <td style="text-align: right;">[ 6 ]</td> </tr> <tr> <td style="padding-left: 20px;">d) Social Environmental Expert (Land Acquisition)</td> <td style="text-align: right;">[ 5 ]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Experience of the Consultants relevant to the assignment:		a) Experience of international projects of comparable size, complexity and technical specialty	[ 7 ]	b) Experience in developing countries under comparable conditions	[ 5 ]	c) Experience in Japanese ODA projects	[ 3 ]	Total points for criterion (i):	[15]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[ 10 ]	b) Work plan	[ 10 ]	c) Organization and staffing	[ 5 ]	Total points for criterion (ii):	[ 25 ]	(iii) Key Experts’ qualifications and competence for the assignment:		a) Project Director	[ 10 ]	b) Chief Contract & Financial Manager	[ 6 ]	c) Cost Control & Estimation Expert	[ 6 ]	d) Social Environmental Expert (Land Acquisition)	[ 5 ]
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	<p>e) Project Manager (Civil Construction) [ 6 ]  f) Project Manager (E&amp;M and Rolling Stock) [ 6 ]  g) Rolling Stock Expert [ 5 ]  h) Interface System Integrator [ 5 ]  i) Signaling Expert [ 5 ]  j) Deputy Project Director [ 6 ]</p> <p style="text-align: right;">Total points for criterion (iii): [ 60 ]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [ 30% ]  2) Adequacy for the assignment [ 60% ]  3) English language capability and familiarity with the conditions of the Philippines [ 10% ]</p> <p style="text-align: right;">Total weight: 100%</p> <p style="text-align: right;">Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>70</u> Points</p>
<p><b>15.1</b></p>	<p>Expected date and address for contract negotiations:  22 October 2018  PS-DBM Compound, Cristobal, 662 Paco, Manila</p>
<p><b>17.2</b></p>	<p>Expected date for commencement of consulting services: 19 November 2018</p>

## **Section 3. Technical Proposal - Standard Forms**

### **Notes on Technical Proposal - Standard Forms**

Section 3. Technical Proposal – Standard Forms provides Technical Forms that the Client shall include in its Request for Proposals. Consultants shall fill out these Forms and include them in their proposals. As specified in this section, these forms are the Technical Proposal Submission Forms and other relevant Technical Proposal Forms.

The Acknowledgement of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be included in the Technical Proposal.

*Italicized notes provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*

Refer to ITC 10.1 for Forms required and number of pages recommended.

## Table of Technical Forms

Form TECH-1: Technical Proposal Submission Form.....	2
Form TECH-2: Consultant’s Organization and Experience .....	4
A - Consultant’s Organization.....	4
B - Consultant’s Experience.....	5
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client .....	6
A - On the Terms of Reference .....	6
B - On Counterpart Staff and Facilities.....	7
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	8
Form TECH-5: Team Composition, Task Assignments and Summary of CV Information .....	9
Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts .....	10
Form TECH-7: Expert Schedule.....	12
Form TECH-8: Work Schedule .....	13
Form TECH-9: Acknowledgement of Compliance with the Guidelines for Employment of Consultants.....	154

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## Form TECH-1: Technical Proposal Submission Form

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[Location, Date]

To:

**MR. JOSEPH CONRAD D. DUEÑAS**  
BAC - VI Chairperson  
Procurement Service  
Department of Budget and Management  
PS-DBM Compound, Cristobal, 662 Paco, Manila

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Metro Manila Subway Project (MMSP) – Phase I (General Consultant)** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

OR

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]*

We hereby declare that:

- (a) All the information provided and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 7.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by JICA’s policy in regard to corrupt and fraudulent practices as per ITC 4.



- (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 7.5 and ITC 15.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: \_\_\_\_\_

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

Name of Consultant [*company's name or JV's name*]:

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information [*phone and e-mail*]: \_\_\_\_\_

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

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## **Form TECH-2: Consultant's Organization and Experience**

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### **A - Consultant's Organization**

*[Provide here a brief (two pages) description of the organization and general experience of the Consultant and, if applicable, each joint venture member for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm and each joint venture member for this assignment, was legally contracted either individually as a corporate entity or as a lead firm or one of members within a joint venture, for carrying out consulting services similar to the ones requested under this assignment. Use about 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional man-months provided by the joint venture members or Sub-consultants:
Name of joint venture member or Sub-consultants, if any:	
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name: \_\_\_\_\_

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**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client**

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**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities).]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Clause 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

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## **Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment**

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
  - b) Work Plan, and*
  - c) Organization and Staffing,*
- 
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.*
  - b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
  - c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-consultants. For joint ventures, you must attach a copy of the joint venture agreement or a letter of intention to form a Joint Venture, as specified in Form TECH-1.]*



## Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts

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**1. General**

<b>Position Title and No.</b>	[e.g., K-1, PROJECT DIRECTOR] [ <i>Note: Only one candidate shall be nominated to each position.</i> ]
<b>Name of Key Expert</b>	[Insert full name]
<b>Name of the Firm proposing the Key Expert</b>	
<b>Date of Birth</b>	[day/month/year]
<b>Nationality</b>	
<b>Country of Citizenship/Residence</b>	

**2. Education:** [*List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained*]

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**3. Employment record relevant to the assignment:** [*Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.*]

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references*</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

\*Contact information for references is required only for assignments during the last 3 years.

**4. Membership in Professional Associations and Publications:**

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**5. Language Skills (indicate only languages in which you can work):**

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**6. Adequacy for the Assignment:****Detailed Tasks Assigned on Consultant's Team of Experts:**

*[List major deliverables/tasks as in TECH- 5 in which the Expert will be involved]*

**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** *[Kindly refer to the TOR for the relevant information required]***Training/Seminar in Railway and/or related to the key functions:****7. Certification:**

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

- (i) this CV correctly describes my qualifications and my experience;
- (ii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iii) I am committed to undertake the assignment within the validity of Proposal;
- (iv) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I am, pursuant to Clauses 3 and 4 of the ITC, eligible for engagement.

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of Key Expert or authorized representative of the firm]*<sup>1</sup> *Day/Month/Year*

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

<sup>1</sup> This CV can be signed by an authorized representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

### Form TECH-7: Expert Schedule<sup>1</sup>

N <sup>o</sup>	Name of Expert /Position /Category(International or Local)	Professional Expert input (in the form of a bar chart) <sup>2</sup>													Total man-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3,4</sup>	Total	
<b>Key Experts</b>																		
ex.	Mr. XYZ Project Director (International)	[Home]																
		[Field]																
1																		
2																		
n																		
<b>Subtotal</b>																		
<b>Non-Key Experts</b>																		
1		[Home]																
		[Field]																
2																		
n																		
<b>Subtotal</b>																		
<b>Total</b>																		

- 1 For Key Experts, the input should be indicated individually for the same position as required under Clause 14.2 of the Data Sheet; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
  - 2 Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.
  - 3 One (1) month equals twenty two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation]
  - 4 Field work means work carried out at a place other than the Expert’s home office; i.e. normal place of business.
- Full time input  
 Part time input

**Form TECH-8: Work Schedule**

Nº	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## Form TECH-9: Acknowledgement of Compliance with the Guidelines for Employment of Consultants

A) I, [*name and position of authorized signatory*] being duly authorized by [*name of Consultant/members of joint venture*](“JV”) (“Consultant”) to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants, hereby certify on behalf of the Consultant and myself that all information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by the Consultant for [*Loan No. and name of the Project*] (hereinafter called “the Project”) is true, correct and accurate to the best of the Consultant’s and my knowledge and belief. I further certify, on behalf of the Consultant, that:

- (i) the Proposals have been prepared and submitted in full compliance with the terms and conditions set forth in Guidelines for the Employment of Consultants under Japanese ODA Loans (hereinafter called the “Guidelines”); and
- (ii) the Consultant has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Consultant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of the Request for Proposals.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*

B’) I certify that the Consultant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of the Request for Proposals at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Consultant will not enter into a Sub-contract with an entity or individual which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify that the Experts of the Consultant and either Sub-consultant having a direct contract with the Consultant or Expert nominated by the Consultant, who are assigned to this contract on time basis, will not be engaged in any other assignment which may have time conflict with the Contract.

E) I certify, on behalf of the Consultant, that if selected to undertake services in connection with the Contract, the Consultant shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

F) I further certify, on behalf of the Consultant, that if the Consultant is requested,

directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of consultant selection, negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA Philippine Office

Tel: (+63-2) 889-7199

The Consultant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Consultant's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant. The Consultant further acknowledges and agrees that JICA is not involved in or responsible for the selection process in any way.

- G) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

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**Authorized Signatory**

*[Insert name of signatory; title]*

**For and on behalf of the Consultant**

Date:

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## **Form TECH-10: Declaration Form as to the Eligibility of the Consulting Firm**

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*<The following declaration as to the eligibility of the consulting firm, signed and dated by the consulting firm, shall be used:>*

I the Undersigned, hereby certify that the (name of the prime contractor) is incorporated and registered in Japan; that a majority of its subscribed shares is held by nationals of Japan or juridical persons incorporated and registered in Japan; and that a majority of its full-time directors is nationals of Japan.

*<In the case where the prime contractor is a joint venture, the following declaration, signed and dated by the lead partner of the joint venture, shall be attached to each contract instead of the declaration stated in the above:>*

I, the Undersigned, hereby certify that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount; that the lead partner and other partners regarded as Japanese partners have been incorporated and registered in Japan; that a majority of their subscribed shares is held by nationals of Japan or juridical persons incorporated and registered in Japan; and that a majority of their full-time directors are nationals of Japan.

I, the Undersigned, further certify that the partners except Japanese partners have been incorporated and registered in Japan or the Republic of the Philippines; that a majority of their subscribed shares is held by nationals of Japan or the Republic of the Philippines; and that a majority of their full-time directors is nationals of Japan or the Republic of the Philippines.

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**Authorized Signatory**

*[Insert name of signatory; title]*

**For and on behalf of the Consultant**

Date:

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## **Section 4. Financial Proposal - Standard Forms**

### **Notes on Financial Proposal - Standard Forms**

Section 4. Financial Proposal – Standard Forms provides Financial Forms that the Client shall include in its Request for Proposals. Consultants shall fill out these Forms and include them in their proposals.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under ITC 11.1. Forms FIN-1, FIN-2, FIN-3, and FIN-5, are to be used whatever the selection method indicated in Clause 5 of the Letter of Invitation is. However, Form FIN-4 shall only be used when the QBS method is adopted as detailed in Section 2 - Option A, ITC 15.7.

This Section 4 includes as well an Appendix providing instructions on how to fill out each specific Form.

*Italicized notes provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.*

## **Table of Financial Forms**

Form FIN-1: Financial Proposal Submission Form.....	2
Form FIN-2: Summary of Costs .....	3
Form FIN-3: Remuneration .....	4
Form FIN-4: Breakdown of Remuneration.....	5
Form FIN-5: Breakdown of Reimbursable Expenses .....	6
Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5 .....	7



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## Form FIN-1: Financial Proposal Submission Form

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[Location, Date]

To:

**MR. JOSEPH CONRAD D. DUEÑAS**  
BAC - VI Chairperson  
Procurement Service  
Department of Budget and Management  
PS-DBM Compound, Cristobal, 662 Paco, Manila

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*insert name of assignment*] in accordance with your Request for Proposal dated [*insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*insert amount(s) in words and figures*<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 7.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

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<sup>1</sup> Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes, which shall be confirmed during negotiations, and included in the Contract price.

## Form FIN-2: Summary of Costs

Invitation No.:

<b>Competitive Components:</b>	<b>US\$</b>	<b>JPY</b>	<b>Local Currency</b>
<i>Remuneration</i>	399,000	42,750,500	1,695,000
<i>Reimbursable Expenses</i>	98,810		100,000
<b><i>Sub-Total</i><sup>1</sup></b>	<b>497,810</b>	<b>42,750,500</b>	<b>1,795,000</b>
<b>Non-Competitive Components:</b>			
<i>Provisional Sums</i> <sup>2</sup>	158,500		
<i>Contingencies</i> <sup>2,3</sup>	65,631	4,275,000	179,500
<i>Indirect Taxes Estimates</i> <sup>4</sup>	49,781		10,000
<b><i>Sub-Total</i></b>	<b>273,912</b>	<b>4,275,000</b>	<b>189,500</b>
<b><i>Total</i></b>	<b>771,722</b>	<b>47,025,500</b>	<b>1,984,500</b>

1 Indicate the aggregate costs, which are exclusive of local indirect taxes, to be fixed by the Client in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-5 provided with the Proposal.

2 The amounts provided for these items must correspond to the exact amount specified in the Data Sheet and these will be discussed during the contract negotiations.

3 In case that provisions on price adjustment are stated in the conditions of contract, contingencies for price escalation must be included in this item.

4 Indirect taxes to be discussed and finalized at the negotiations if the Contract is awarded.

## Form FIN-3: Remuneration

Invitation No:

### ***Key Experts***

<b>Name of Expert Position International/Local</b>	<b>Employment</b>	<b>Home Ofc Rate</b>		<b>Field Rate</b>		<b>Sub-</b>	
	<b>Status <sup>1</sup></b>	<b>Currency</b>	<b>(per mo)</b>	<b>Months</b>	<b>(per mo)</b>	<b>Months</b>	<b>Total</b>
XXX <i>Civil Engineer (International)</i>	FT	USD	24,500	5	25,400	10	376,500
YYY <i>Community Development Specialist (International)</i>	OS	JPY	0	0	2,850,00	15	42,750,000
ZZZ <i>Irrigation Specialist (International)</i>	FT	EUR	23,500	20	24,500	50	1,695,000

### ***Non-Key Experts***

<b>Expert</b>	<b>Employment Status <sup>1</sup></b>	<b>Currency</b>	<b>Home Ofc Rate (per mo)</b>	<b>Months</b>	<b>Field Rate (per mo)</b>	<b>Months</b>	<b>Sub- Total</b>
AAA <i>Irrigation Specialist (Local)</i>		USD		0	1,500	15	22,500

<sup>1</sup> Full-time (FT) – employee of the lead firm or joint venture member or Sub-consultant; Other Source (OS) – an Expert provided by another source that is not a joint venture member or a Sub-consultant firm; Independent Expert (IP) – independent, self-employed Expert.

### Form FIN-4: Breakdown of Remuneration

Invitation No.:

EXPERT				1	2	3	4	5	6	7	8	9	10
				Basic Monthly Salary	Social Charges	Overhead	Sub-Total	Fee	Home Office Rate	Others <sup>5/</sup>	Field Rate /Month	Multiplier	Support Documents
Position Full Name	Firm <sup>1/</sup>	Type <sup>2/</sup>	Employment Status <sup>3/</sup>	Currency <sup>4/</sup>	Amount % of 1	Amount % of 1	Amount (1+2+3)	Amount % of 4	/Month (4+5)	Amount % of 1	(6+7)	(6/1)	

1/ Initials of firm, joint venture member or Sub-consultant (please indicate in the box, the firm represented by initials);

2/ K=Key Expert, NK=Non-Key Expert

3/ FT - Full time with firm or joint venture member or Sub-consultant

OS - Expert being provided by other source (other than lead firm or joint venture member or Sub-consultant)

IP - Independent, self-employed Expert

4/ Currency of the firm's country

5/ If applicable, please provide explanations.

INITIALS	FIRM NAME

CERTIFIED AS CORRECT

\_\_\_\_\_ :

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

Position in Firm \_\_\_\_\_ :

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

## Form FIN-5: Breakdown of Reimbursable Expenses

Invitation No.:

<b>Foreign</b>	<b>Unit</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Qty</b>	<b>Cost</b>
<i>Per Diem</i>	Day	USD	135	90	12,150
<i>International Air Travel</i>					
London/Kabul: XXX	RT	USD	4,010	6	24,060
San Francisco/Kabul: YYY	RT	USD	3,500	6	21,000
Tokyo/Kabul: ZZZ	RT	USD	2,500	6	15,000
<i>Communications</i>	Month	USD	6,000	1	6,000
<i>Report Preparation, Production</i>	lump sum	USD	6,000	1	6,000
<i>Provisional sums</i>					
Equipment	lump sum	USD	150,000	1	150,000
<b>Local</b>	<b>Unit</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Qty</b>	<b>Cost</b>
<i>National Air Travel</i>	RT	USD	100	5	500
<i>Office Operations, LC (Office Supplies, Support Staff) Supporting Staff</i>					
	Month	USD	350	6	2,100
	Month	USD	4,000	3	12,000
<i>Provisional sums</i>					
Seminars	lump sum	USD	3,500	1	3,500
Workshops	lump sum	USD	5,000	1	5,000

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## **Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5**

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- 1 Forms FIN-1 to FIN-4 must be completed and submitted to the Client in hard and soft copies, strictly in accordance with the instructions.
- 2 It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in the Data Sheet.
- 3 **Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4 **Form FIN-2** Summary of Costs. Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 5 **Form FIN-3** Remuneration
  - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. Please note that, for purposes of computing remuneration payable to Experts, payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).
  - (ii) The following details shall be shown for each Expert:
    - a. Expert's name
    - b. Key or Non-Key Expert
    - c. International or Local Expert
    - d. Employment status
      - Regular full-time (FT) - employee of the Consultant or the Sub-consultant. [Refer to Form TECH-2, footnote 1 of Section 3].
      - Other source (OS) - an Expert being provided by another source which is not a Consultant or a Sub-consultant.
      - Independent Expert (IP) - independent, self-employed Expert.
    - e. Nominated position; same as that shown on Expert Schedule (Form TECH-7, Section 3).
    - f. Currency; currency or currencies in which payments are to be made to the Experts.
    - g. Home office rate; remuneration rate when the Expert is working in the Consultant's home country office.
    - h. Field rate; remuneration rate when the Expert is working outside the Expert's home country.
    - i. Months; number of months input to match that shown on the Expert Schedule (Form TECH-7, Section 3).

When QCBS is used, support documents relating to remuneration are not required, in general.

## 6 Form FIN-4 Breakdown of Remuneration

**Form FIN-4 shall only be used when QBS is used and full details showing how the remuneration rate was determined must be provided.** These include basic salary, social charges, overhead fee and other special loadings to the basic salary that may be applicable, and these shall be shown in complete detail on Form FIN-4.

The following provides guidance as to the meaning of these terms.

- (i) **The Basic Monthly Salary** is the actual base salary payable on a regular basis by the Consultant, or its Sub-consultant to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide certified copies of salary slips, contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.
- (ii) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs should be distinguished from the generalized overhead costs of the firm.
- (iii) **The Overhead Cost** represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and its joint venture member or its Sub-consultant should each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.
- (iv) **The Fee**, or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.
- (v) **Other Allowances** provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its home country. For such cases during contract negotiations the Consultant must provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Client, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Client will accept is limited to 20 percent of the Expert's basic salary.

- (vi) **The Multiplier** shows the ratio between the home office rate per month and the basic monthly salary. These multipliers are subject to negotiation.
- (vii) **Support Documentation** in the form of salary slips, contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the Consultant's (or Sub-Consultant's) latest set of annual statement of income and expense will be required for review by the Client during contract negotiations. Annual statement should be a copy certified by an independent auditor.

## 7 Form FIN-5 Breakdown of Reimbursable Expenses

- (i) The purpose of Form FIN-5 is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment. The cost of training of the Client's staff is identified, only if training is a major component of the assignment, specified as such in the TOR.
- (ii) All required reimbursable expense is an international or a local expense.
  - a. Type - whether the expense is an international or local expense.
  - b. Unit - type of unit (monthly, daily lump sum, etc.)
  - c. Currency - currency of expense
  - d. Per unit cost - unit rate for the item
  - e. Quantity - quantity of the item
- (iii) Per Diems
  - a. For International Experts, the weighted average per diems (i.e., one per diem rate for all locations) need to be computed (per diems are calculated on the basis of 30 days per calendar month). The per diem comprises room costs and subsistence allowance for meals and other similar expenses.
  - b. For Local Experts, when the Experts are required to work away from the Consultant's project office, the weighted average per diems (i.e., per diem rate for all locations) of the local Consultants calculated on the basis of 30 days per calendar month need to be shown.
- (iv) International Travel

International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel shall be by less than first class.

For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International



Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client'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 International Experts assigned to resident duty in the Client'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 Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

The number of round trips, the cost for each trip and destinations should be shown under "air travel".

(v) Miscellaneous Travel Expenses

A separate item "Miscellaneous Travel Expenses" should be shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

(vi) Miscellaneous Costs

Miscellaneous costs include, but are not limited to:

- a. The costs of international and local communication reasonably required by the Consultant for the purposes of the Services;
- b. The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.;
- c. The cost of acquisition, shipment and handling of the equipment, instruments, materials and supplies required for the Services;
- d. Miscellaneous administrative and support costs.

(vii) Provisional Sums and Contingency

The amounts indicated as "provisional sums" (e.g. workshop, seminar amounts, etc.), which are reimbursable, and the contingency amount must be the exact amounts and in the same currency as specified in the Data Sheet for such cost.

**STANDARD FORM A FOR QBS****BREAKDOWN OF SOCIAL CHARGES**

(As claimed in Form FIN-4 Column 2 and Shown  
as a Percentage of Total Salary Cost of  
Firm's Regular Professional Staff)

<u>Item Description</u>	<u>Reference</u> <sup>1</sup>	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> <sup>2</sup>	<u>Comments</u>
-------------------------	-------------------------------	------------------------------------	--	-----------------

		Total <sup>3</sup>	<u>0.00%</u>	
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<sup>1</sup> You may refer to an income statement or an equivalent financial report.

<sup>2</sup> An independent auditor should also certify these figures as correct.

<sup>3</sup> This figure should correspond to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

***ILLUSTRATIVE EXAMPLE OF COMPUTING  
SOCIAL CHARGES (FORM A)***

**BREAKDOWN OF SOCIAL CHARGES**  
(As claimed in Form FIN-4 Column 2 and Shown  
as a Percentage of Total Salary Cost of  
Firm's Regular Professional Staff)<sup>1</sup>

Item Description	<u>Reference</u> <sup>2</sup>	<u>Amount (Currency)</u>	<u>As % of Total Basic Salary</u>	<u>Comments</u>
Statutory Holidays	n/a	n/a	3.84% <sup>4</sup>	
Vacation Leave	n/a	n/a	7.69% <sup>5</sup>	
Sick Leave	n/a	n/a	1.92% <sup>6</sup>	
13 <sup>th</sup> month pay	IS (1)	1,605	0.74%	
Incentive pay	IS (2)	1,350	0.62%	
Retirement/Super-Annuation Fund	IS (3)	5,958	2.76%	
Social Security Contribution	IS (4)	3,670	1.70%	
Health and Medical Expense	IS (5)	2,025	0.94%	
Meal Allowance	IS (6)	1,826	0.84%	
Education/Training Benefits	IS (7)	1,675	<u>0.77%</u>	
	IS (T) <sup>3</sup>	Total	<u>21.82%<sup>7</sup></u>	

<sup>1</sup> Certified correct by an independent auditor.

<sup>2</sup> IS = income statement.

<sup>3</sup> IS reference (T) = 216,131.

<sup>4</sup> Example: 2 weeks/52 weeks = 3.84%.

<sup>5</sup> Example: 4 weeks/52 weeks = 7.69%.

<sup>6</sup> Example: 1 week/52 weeks = 1.92%.

<sup>7</sup> Corresponds to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

## STANDARD FORM B

### BREAKDOWN OF OVERHEAD COSTS (As claimed in Form FIN-4 Column 3 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)

<u>Item Description</u>	<u>Reference</u> <sup>1</sup>	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> <sup>2</sup>	<u>Comments</u>
-------------------------	-------------------------------	------------------------------------	--	-----------------

	Total <sup>3</sup>	0.00%
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<sup>1</sup> You may refer to an income statement or an equivalent financial report..

<sup>2</sup> Copies of the firm's recent annual statements of income and expense should support these figures, where relevant items of cost including the total basic salaries used in the computation can be shown. An independent auditor should also certify these figures as correct.

<sup>3</sup> This figure should correspond to the total percentage for overhead cost claimed in FIN-4 Column 3 for the experts shown.

***ILLUSTRATIVE EXAMPLE OF COMPUTING  
OVERHEAD COSTS (FORM B)***

**BREAKDOWN OF OVERHEAD COSTS  
(As claimed in Form FIN-4 Column 3 and Shown  
as a Percentage of Total Salary Cost of  
Firm's Regular Professional Staff)<sup>1</sup>**

<u>Item Description</u>	<u>Reference</u> <sup>2</sup>	<u>Amount (Currency)</u>	<u>As % of Total Basic Salary</u>	<u>Comments</u>
Amortization Expense	IS (A)	13,587	6.29%	
Depreciation Expense	IS (B)	12,097	5.60%	
Rent	IS (C)	24,000	11.10%	
Insurance Expense	IS (D)	9,594	4.44%	
Professional Fees	IS (E)	18,000	8.33%	
Light, Power and Water	IS (F)	19,521	9.03%	
Telephone/Communications Facilities	IS (G)	9,117	4.22%	
Travel and Transportation	IS (H)	11,726	5.42%	
Data Processing Costs	IS (I)	12,735	5.89%	
Federal/State Taxes and Licenses	IS (J)	1,814	0.84%	
Representation	IS (K)	12,503	5.78%	
Office Supplies	IS (L)	12,496	5.78%	
Advertising and Promotion	IS (M)	10,255	4.74%	
Repairs and Maintenance	IS (N)	7,891	3.65%	
Personnel Training and Development	IS (O)	5,145	2.38%	
Research and Development	IS (P)	8,675	4.01%	
Subscription Dues	IS (Q)	1,275	0.59%	
Membership Dues	IS (R)	4,600	2.13%	
Salary - Non-Billable/Administrative Staff	IS (S)	43,483	20.12%	
	IS (T)	Total <sup>3</sup>	<u>110.34%</u> <sup>4</sup>	

<sup>1</sup> Certified correct by an independent auditor.

<sup>2</sup> IS – Income Statement.

<sup>3</sup> Reference (T) = 216,131.

<sup>4</sup> Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

## **Section 5. Terms of Reference**

**TERMS OF REFERENCE**

**FOR**

**GENERAL CONSULTANT SERVICES**

**FOR THE**

**METRO MANILA SUBWAY PROJECT**

**(MMSP) Phase I**

**(Valenzuela to Parañaque)**

## CONTENTS

1. BACKGROUND
2. OBJECTIVES OF CONSULTING SERVICES
3. SCOPE OF CONSULTING SERVICES
4. EXPECTED TIME SCHEDULE
5. STAFFING (EXPERTISE REQUIRED)
6. REPORTING
7. OBLIGATIONS OF THE EXECUTING AGENCY
8. SPECIAL PROVISIONS



## Chapter 1. Background

### 1.1. Background of the Project

The Government of Philippines has received a loan from the Japan International Cooperation Agency (hereinafter referred to as "JICA") to finance the Metro Manila Subway Project Phase I/ Quirino Highway to LRT Line 1 Asiaworld Station through NAIA Complex (hereinafter referred to as "the Project") which aims to provide railway lines in north-south direction as a sustainable development means in the Greater Capital Region (hereinafter referred to as "GCR"), encompassing Region III, Metro Manila and Region IV-A. The importance of the project is likewise reflected in the National Development and Economic Authority (hereinafter referred to as "NEDA") study on the Roadmap for Transport Infrastructure Development of Metro Manila and Its Surrounding Area (Region III and Region IV-A). The Project has been proposed from the Information Collection Survey for the Metro Manila Subway Project that was geared to develop a railway line for connecting San Jose del Monte at the north, Metro Manila in central zone and Dasmariñas at the south. Later the Central Zone section from Quirino Highway to LRT Line 1 Asiaworld Station through NAIA Complex is designated to as the Project.

The Project comprises of the following components:

- 1) Civil Works
- 2) E&M and Track Works
- 3) Rolling Stock

The Project implementation is divided into the following:

- 1) Training Center and Philippine Railway Institute (expected completion: May 2021)
- 2) Partial Operability (PO) Section - Depot, Quirino Highway Station, Tandang Sora Station, North Avenue Station (expected completion: April 2022)
- 3) Main Line (expected completion: September 2025)

The Government of Philippines intends to use part of the proceeds of the loan for eligible payments for consulting services for which this ToR is issued.

Location of the Project: Mindanao Avenue-Quirino Highway to LRT Line 1 Asiaworld

## Station

### Executing Agency:

Department of Transportation (hereinafter referred to as “DOTr”)

### Technical information:

As the population of the Manila and GCR rapidly increasing and its economic zone expanding, the Government of the Philippines (hereinafter referred to as “GOP”) has the vision to expand the railway network by developing new lines in the major island regions. (Philippine Development plan 2017-2022).

Metro Manila, which only accounts for 0.2 % of land in the country is the center of economic activities, serving around 37 % of the total GDP produced and 13 % of the total population in the country, with the rapid growing population which increased from 7.95 million in 1990 to 11.90 million in 2010. Under this scenario, severe traffic congestions remain a critical problem for the capital. Such escalation of traffic congestions has been a bottleneck for the smooth distribution of goods and movement of people, resulting in huge economic loss and necessitating the expansion of Metro Manila in the North-South direction.

Therefore, the expansion of mass transportation network is recognized as one of its highest priorities in the Philippine Development Plan 2017-2022 (hereinafter referred to as “PDP”) for the strengthening of the productivity and international competitiveness of the country.

In the view of aforementioned, a commuter railway service to connect Metro Manila with its adjacent northern and southern suburban areas is deemed as one important mass transit backbone for the metropolis as well as for the growth corridor of the GCR, which comprises of Region III, Metro Manila and Region IV-A. GCR is the target for many mass transit studies of DOTr and the commuter railway service from San Jose del Monte Bulacan to Dasmariñas Cavite, particularly, is highlighted as one of the priority projects for the region. The importance of the project is likewise reflected in the NEDA study on the Roadmap for Transport Infrastructure Development of Metro Manila and Its Surrounding Area (Region III and Region IV-A). The Project has been proposed from Information Collection Survey for the Metro Manila Subway Project that was geared to develop a railway plan for connecting San Jose del Monte at the north, Metro Manila in central zone and Dasmariñas at the south. Later, this line is divided into three phases. The three phases are as follow: (1) North Zone – from San Jose del Monte Bulacan to

Mindanao Avenue (2) Central Zone – from Quirino Highway to NAIA Complex and (3) South Zone – from FTI to Dasmariñas Cavite. The Central Zone section from Quirino Highway to NAIA Complex is the target of this JICA Study.

A consultant to be hired by JICA will conduct the following works:

- Update and Upgrade of Data/Information of Existing Studies
- Engineering Services for Civil Works, Electrical and Mechanical Works, Rolling Stock
- Environmental and Social Consideration
- Coordination with Relevant Projects

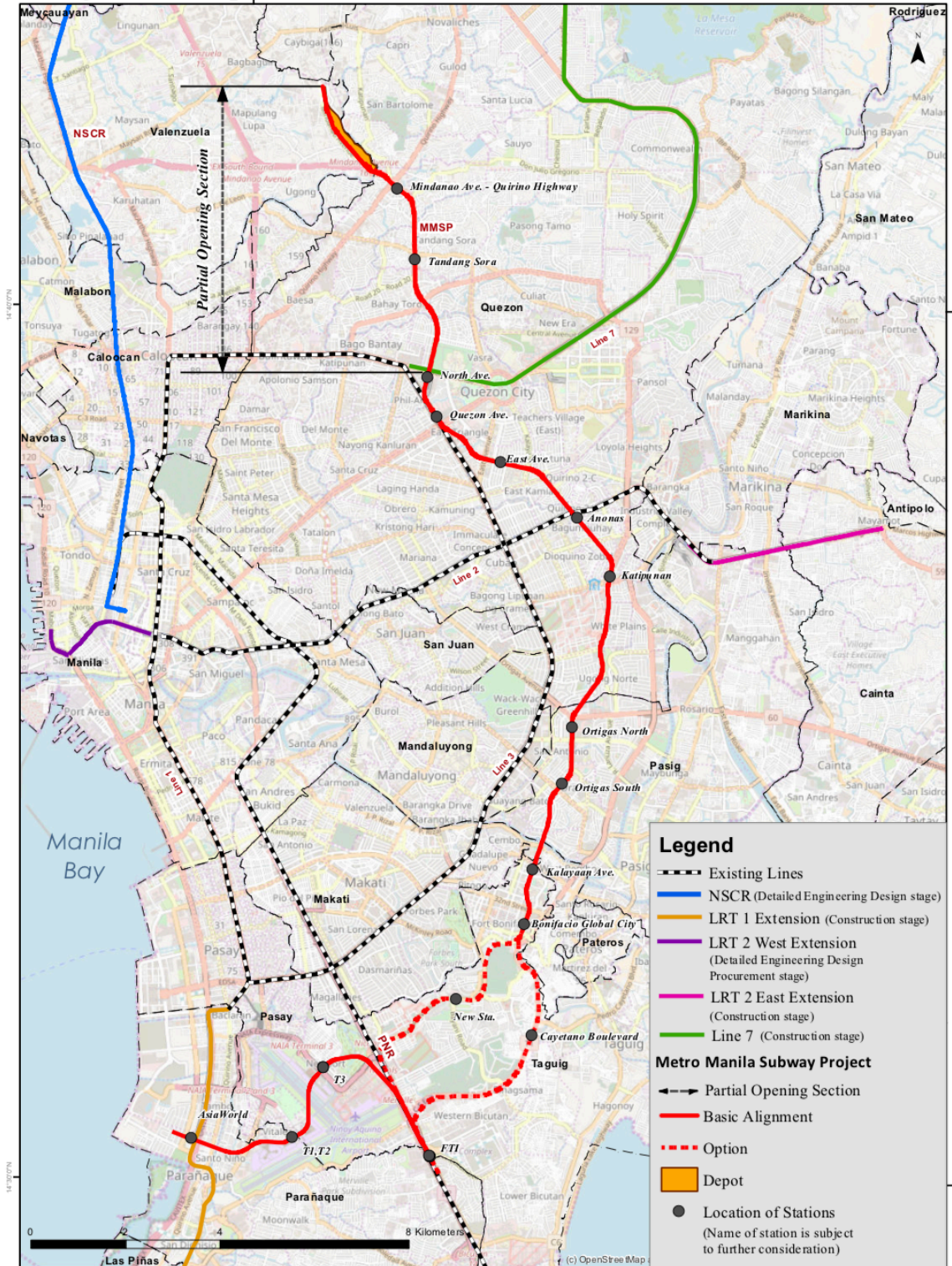
### 1.2. Location of the Project

The areas covered in this Project and respective works are shown in the figure below.

## METRO MANILA SUBWAY PROJECT

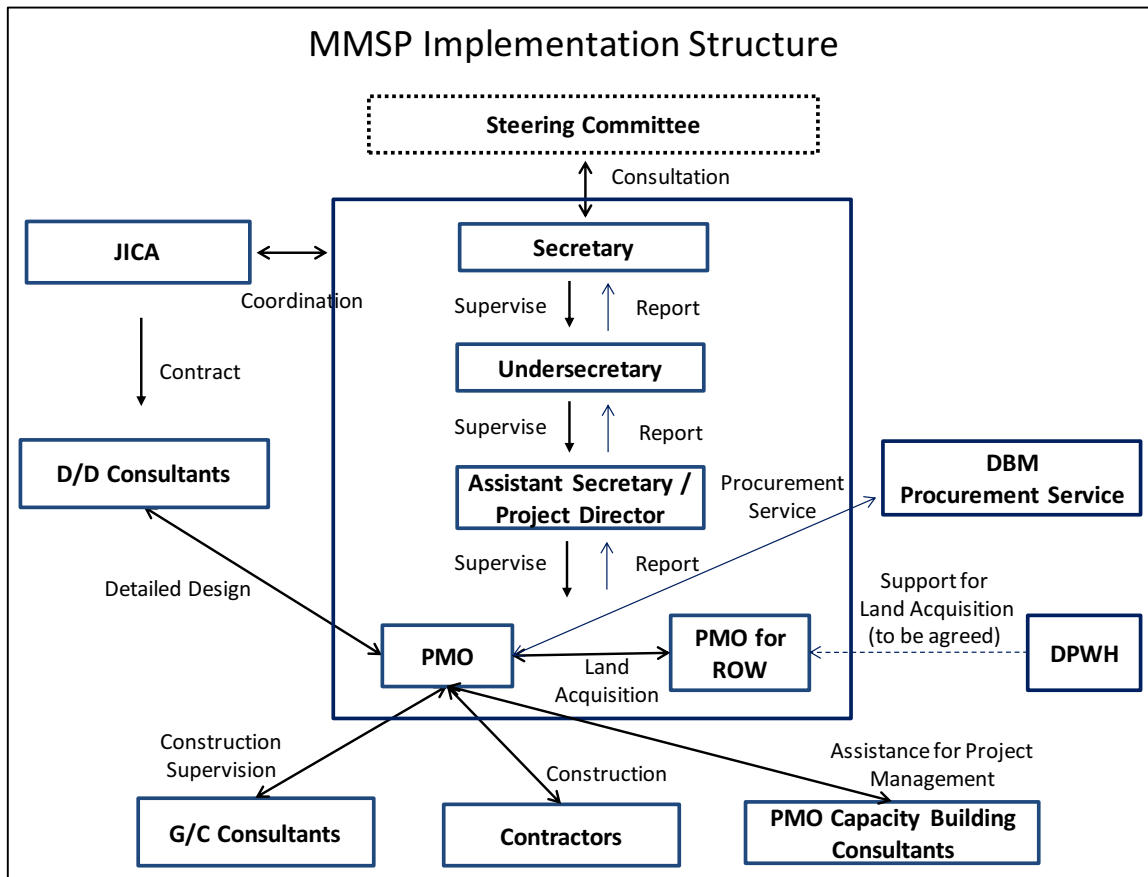
### Alignment Map

February 2, 2018



### 1.3. Project Implementing Structure

The Project will be implemented and managed by DOTr; project implementing structure is shown in Figure below.



## **Chapter 2. Objectives of Consulting Services**

The consulting services shall be provided by an international consulting firm (hereinafter referred to as "the Consultant") in compliance with Guidelines for the Employment of Consultants under Japanese Official Development Assistance (hereinafter referred to as "ODA") Loans, April 2012. The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project through the following works:

- (1) Design Review
- (2) Tender Assistance
- (3) Construction Supervision
- (4) Facilitation of implementation of Environmental Management Plan (hereinafter referred to as "EMP"), Environmental Monitoring Plan (hereinafter referred to as "EMoP") and Resettlement Action Plan (hereinafter referred to as "RAP")
- (5) Support on O&M
- (6) Human Resource Training for the DOTr
- (7) Technology Transfer
- (8) Coordination and Support

## Chapter 3. Scope of Consulting Services

### (1) Design Review

The Consultant shall review the design prepared by the JICA Design Team. They shall adjust the design in accordance with actual field conditions, if necessary. The Consultant shall also submit comments to DOTr (hereinafter referred to as “DOTr”) if any modification is necessary.

The review of the design shall be in accordance with the latest edition of the following:

1. AASHTO, Standard Specifications for Highway Bridges
2. AASHTO, Guide Specifications for Design and Construction of Segmental Concrete Bridges
3. AASHTO, LRFD Bridge Design Specifications and Its Interim
4. ACI 358 IR – (Latest Edition) – Analysis and Design of Reinforced and Pre-stressed Concrete Guideway Structures
5. ACI, Analysis and Design of Reinforced Concrete Bridge Structures
6. ACI 318, Building Code Requirements for Reinforced Concrete and Commentary
7. ACI, Specifications for Structural Concrete for Buildings
8. AISC, Manual of Steel Construction
9. AREMA, American Railway Engineering and Maintenance of Way Association Code
10. ASCE, American National Standards
11. ASTM, American Society for Testing and Materials Standards
12. AWS, Bridge Welding Code
13. AWS, Structural Welding Code
14. AWS, Structural Welding Code – Reinforcing Steel
15. Uniform Building Code (Latest Edition) Vol I, II and III
16. International Union of Railways, UIC Code
17. U.S. Naval Facilities Engineering Command, Design Manual (DM-7)
18. NCHRP Project 12-49: Comprehensive Specification for the Seismic Design of Bridges, 2002
19. CALTRANS Seismic Design Criteria, v 1.6, 2010
20. National Structural Code of the Philippines (Volume I: Buildings, towers, and other vertical structures 2010 Edition)
21. DPWH Blue Book

The Consultant shall also check for applicable provisions and existing laws, codes and DOTr Department Orders.

The Consultant shall, importantly, study and implement ways to expedite the construction.

## **(2) Tender Assistance**

### **a)**

The Consultant shall provide assistance in the procurement of the following:

- a. Partial Operability Civil Works
  - Training Center
  - Philippine Railway Institute
  - Depot and depot facilities
  - Tunnel
  - Viaduct
  - Stations and station facilities
- b. Civil Works (Main Line)
  - Tunnel
  - Stations and station facilities
- c. Electro-Mechanical Works
  - Power supply
  - S&T
  - Platform Screen Doors
  - Automatic Fare Collection System
- d. Rolling Stock
- e. Operations and Maintenance
- f. Other components not stated above that may be necessary to complete the system

### **b) Assistance in Pre-Qualification**

The Consultant shall:

- (a) Review prequalification (hereinafter referred to as “PQ”) documents prepared by the consultant hired by JICA;
- (b) Assist the DOTr in the issuance of advertisement, addendum/corrigendum, and answers to the applicants’ queries during PQ process;
- (c) Evaluate PQ applications in accordance with the criteria set forth in PQ



documents;

- (d) Prepare a PQ evaluation report for approval of the PQ evaluation committee by DOTr; and
- (e) Assist the DOTr during a PQ Conference if needed and required.

### **c) Assistance in the Bidding Procedures**

The Consultant shall:

- (a) Review the tender documents prepared by the JICA Design Team;
- (b) Assist the DOTr in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and answers to bidders' queries.
- (c) Evaluate bids in accordance with the criteria set forth in the tender documents. In such evaluation, the Consultant shall carefully confirm that bidders' submissions in their technical proposal including, but not limited to; site organization, mobilization schedule, method statement, construction schedule, safety plan, and EMP, have been prepared in consistent with each other and meet requirements set forth in applicable laws and regulations, specifications and other parts of the tender documents;
- (d) Prepare bid evaluation reports for approval of the bid evaluation committee by DOTr;
- (e) Assist DOTr in contract negotiation by preparing agenda/points for negotiations and facilitating negotiations including preparation of minutes of negotiation meeting; and
- (f) Prepare the draft and final contract agreement.

## **(3) Construction Supervision**

### **a) Site Preparation Works**

The Consultant shall:

- (a) Set guidelines for site preparation works which include, but not limited to, demolition and clearing works, utilities diversion, ROW clearing, tree-cutting, etc.;
- (b) Supervise site demolition and clearing works to ensure such activities are completed before construction; and
- (c) Liaise with the appropriate authorities to ensure that all the affected utility services by the entire Project are promptly relocated/diverted:
  - 1. The Consultant shall prepare utility maps showing all water, electric, telephone, gas, sewer, etc., lines that cross or fall within the

- proposed right-of-way;
2. The utility maps shall be provided at the earliest date possible so that the utility lines can be relocated prior to the construction of the Project;
  3. The utility maps shall indicate which lines shall be affected by the new construction and the extent that they will have to be relocated; and
  4. The consultant shall secure approvals, permits or licenses prior to relocation of utilities.

**b) Civil Works, Depot (Civil Works)**

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by DOTr and the Contractor. Fédération Internationale Des Ingénieurs-Conseils (FIDIC) Multilateral Development Banks (MDB) Harmonized Edition (2010) complemented with the Specific Provisions as included in the Standard Bidding Documents under Japanese ODA Loans for Procurement of Works will be applied to the civil works of the Project. In addition, bidding documents for the PO Section of this Project will be prepared based on JICA Standard Bidding Document for Design-Build Contracts. In this context, the Consultant shall:

- (a) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by DOTr;
- (b) Provide assistance to DOTr concerning variations and claims which are to be ordered/issued at the initiative of DOTr. Advise DOTr on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals and notices as appropriate;
- (d) Provide recommendation to DOTr for acceptance of the Contractor's performance security, advance payment security and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan

- so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
  - (i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions. Issue further drawings and give instructions to the Contractor for any works which may not be sufficiently detailed in the contract documents, if any;
  - (j) Review and approve the Contractor's working drawings, shop drawings and drawings for temporary works. Also review and approve, if any, design prepared by the Contractor for any part of the permanent works;
  - (k) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
  - (l) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to DOTr and the Contractor;
  - (m) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that a safety officer proposed by the Contractor is duly assigned at the project site. Require the contractors to take appropriate remedies if any questions are recognized regarding the safety measures;
  - (n) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
  - (o) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the specifications;
  - (p) Survey and measure the work output performed by the Contractor, verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
  - (q) Coordinate the works among different contractors employed for the Project;
  - (r) Modify the designs, technical specifications and drawings, relevant calculations and cost estimates as may be necessary in accordance

- with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
- (s) Carry out timely reporting to DOTr for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
  - (t) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. DOTr and Contractor) in accordance with the civil works contract;
  - (u) Perform the inspection of the works, including Test on Completion, and issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;
  - (v) Supervise commissioning and carry out tests during the commissioning, if applicable;
  - (w) Provide periodic and/or continuous inspection services during defects liability period and if any defects are noted, instruct the Contractor to rectify;
  - (x) Prepare as-built drawings for the parts of the works constructed in accordance with the design provided by DOTr. Check and certify as-built drawings for the parts of the works designed by the Contractor, if any;
  - (y) Prepare an operation and maintenance manual for the works constructed in the Project;
  - (z) Prepare and submit reports to the DOTr, which are detailed in Chapter 6 in relation to the implementation of the Project; and
  - (aa) In case of accidents during the construction, assist the Employer to report to JICA the details of such accidents in a manner reasonably requested by JICA.

**c) E&M and Track Works, Rolling Stock**

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by DOTr and the Contractor. FIDIC Conditions of Contract for Design Build (Yellow Book) and Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Design by the Contractor published by JICA will be used for this part of the Project. In this context, the Consultant shall:

- (a) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by DOTr;
- (b) Provide assistance to DOTr concerning variations and claims which are to be ordered/issued at the initiative of DOTr. Advise DOTr on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals and notices as appropriate;
- (d) Provide recommendation to DOTr for acceptance of the Contractor's performance security, advance payment security and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- (i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions. Issue further drawings and give instructions to the Contractor for any works which may not be sufficiently detailed in the contract documents, if any;
- (j) Review and approve the Contractor's design for the works to be constructed, working drawings, shop drawings and drawings for temporary works;
- (k) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- (l) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to DOTr and the Contractor;
- (m) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that a safety

- officer proposed by the Contractor is duly assigned at the project site. Require the contractors to take appropriate remedies if any questions are recognized regarding the safety measures;
- (n) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
  - (o) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with DOTr's Requirements;
  - (p) Survey and measure the work output performed by the Contractor, verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
  - (q) Coordinate the works among different contractors employed for the Project;
  - (r) Modify DOTr's Requirements as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
  - (s) Carry out timely reporting to DOTr for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
  - (t) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. DOTr and Contractor) in accordance with the contract;
  - (u) Supervise the Test on Completion carried out by the Contractor and assist DOTr in carrying out the Test after Completion, if applicable;
  - (v) Perform the inspection of the works and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract,
  - (w) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
  - (x) Check and certify as-built drawings and the operations and maintenance (O&M) manual prepared by the Contractor; and
  - (y) Prepare and submit reports to the DOTr, which are detailed in Chapter 6 in relation to the implementation of the Project.

**(4) Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)**

The Consultant shall:

- (a) Assist DOTr in the preparation of the necessary environmental and social documents in accordance with the Environmental Performance Report and Management Plan (hereinafter referred to as “EPRMP”) and the conditions stated in the Environmental Compliance Certificate (hereinafter referred to as the “ECC”) for the Project;
- (b) Assist DOTr in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations;
- (c) During the reviewing of tender documents, clearly identify environmental responsibilities as explained in the EPRMP, EMP and EMoP;
- (d) Assist DOTr to review the Construction Contractor’s Environmental Program to be prepared, including obtaining necessary permissions such as tree cutting permit, permit for wastewater treatment facility in depot, etc., by the contractor in accordance with EMP and EMoP, relevant plans and JICA Environmental Guidelines and Social Considerations and to make recommendations to DOTr regarding any necessary amendments for its approval;
- (e) Supervise the Contractor’s implementation of EMP and EMoP and if mitigation measures are taken in accordance with EMP and EMoP;
- (f) Monitor the effectiveness of EMP and negative impact on environment caused by the construction works and provide technical advice, including a feasible solution proposal, so that DOTr can carry out improvement when necessary;
- (g) Monitor compliance with conditions stated in the ECC as well as the requirements under EMP and JICA Environmental Guidelines. Submit the Environmental Monitoring Report to DOTr every three months after the commencement of the services until the completion of the Project. After the completion of the Project, the Report shall be submitted semiannually for two (2) years. The Environmental Monitoring Form will be filled and attached to the Report;
- (h) After DOTr verifies the Environmental Monitoring Report, assist submitting the report to JICA as part of the Progress Status Report every three months after the commencement of the services until the completion of the

Project and semiannually for two (2) years after the completion of the Project;

- (i) Assist DOTr in preparation of the answer to the request from JICA's advisory committee for environmental and social considerations, if necessary;
- (j) Assist DOTr in the capacity building of DOTr staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting;
- (k) Assist DOTr in implementing land acquisition, resettlement, compensation, livelihood restoration program, etc. identified in the updated RAP;
- (l) Monitor land acquisition, involuntary resettlement, compensation, livelihood restoration program, and livelihood level of Project Affected People (hereinafter referred to as "PAPs") being undertaken by DOTr in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form will be filled and attached to the Report;
- (m) Commission an External Monitoring Agency (hereinafter referred to as "EMA") to undertake external monitoring and evaluation of RAP implementation. The EMA is either a qualified individual or a consultancy firm with qualified and experienced staff who have prior experience in preparation, monitoring and evaluation of RAP as per guidelines on involuntary resettlement of any of the JICA, Asian Development Bank and World Bank. Supervise the activities of the EMA;
- (n) After DOTr verifies the Land Acquisition and Resettlement Monitoring Report, assist submitting the Report to JICA as part of the Progress Status Report every three months after the commencement of the services until the completion of the Project and semiannually until land acquisition and resettlement activities including livelihood restoration program are completed until after the completion of the Project;
- (o) Assist DOTr in dissemination and explanation of additionally confirmed and identified land acquisition issues to public including holding public consultations;



- (p) Provide technical assistance, if necessary, with the DOTr in verifying eligibility of affected persons entitled to compensation/assistance for income loss as defined in Entitlement Matrix of the RAP.
- (q) Assist the DOTr in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP;
- (r) Assist the DOTr to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommend actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law; and
- (s) Provide technical services for grievance redress committee and keep records.

#### **(5) Support on O&M**

The Consultant shall assist DOTr on the procurement of O&M provider.

- (i) Study on Optimal PPP Structure  
The Consultant shall conduct commercial analysis and study the financial viability of various PPP structures for the operation of the Project and propose the optimal PPP structure.
- (ii) Preparation of Draft Bidding Document for the O&M provider  
Based on the recommended PPP structure, the Consultant shall prepare the draft bidding document for the O&M provider selection.
- (iii) Preliminary Train Operation Plan  
The Consultant shall prepare the preliminary train operation plan to accommodate such volume of passengers. The preliminary train operation plan includes: capacity and the number of trains, operation diagram and power consumption analysis. The Consultant shall be fully aware of internationally recognized practices to design train carrying capacity AW3 (seven (7) persons per square meter) at peak hour, for example, may be used. Train operation plan will be reviewed and revised periodically at later age, too, according to the updated passenger forecast.
- (iv) O&M Plan

1. Operation Process Chart

The Consultant shall examine, analyze, and plan the train operation, and prepare the operation process chart. Based on the chart, the Consultant will elaborate the operation manual for each operational component. The chart will also help to consider outsourcing some of the components. The process chart covers the following:

- a) Operation planning and management;
- b) Train-car operation and control;
- c) Station administration;
- d) Maintenance of structure, tracks, E&M and rolling stock;
- e) Asset/Inventory management; and
- f) Other related operation.

2. Support on O&M by the Contractor

Based on the designs and specifications, the Consultant shall instruct the contractor / supplier / manufacturer to provide technical support for O&M for the period that the Consultant considers appropriate. The conditions of the technical support shall be incorporated into the Tender Documents. Through those technical supports, the know-how techniques of the O&M will be transferred to the staff of DOTr.

3. O&M Training Plan

Based on the Train Operation Plan, the Consultant shall prepare the staff recruitment and training plan. The Consultant will identify requirements and conditions of the training for O&M, prepare the training plan, allocate the training programs with the Consultant and the contractors/ suppliers, and incorporate the training program to be provided by the contractors/ suppliers into the Tender Documents.

During construction stage, the Consultant shall provide coordination and assistance.

- (v) Coordination with O&M Company

The Consultant shall take necessary action regarding coordination between O&M Company and relevant authorities, and giving advice, if necessary, regarding technical and institutional aspects for preparation of their services and management of the company.

(vi) O&M Guidelines

The Consultant shall develop and prepare the operational guidelines for the following aspect:

- a) Traffic control rules/standards;
- b) Operational safety;
- c) Accident & disaster, Accident reporting;
- d) Service discipline;
- e) Train operation rules/standards;
- f) Station management rules/standards including passenger services, fare collection, and actions against emergency cases;
- g) Civil work and track management rules/standards including Civil & Architecture facility maintenance and Track maintenance);
- h) Railcar maintenance rules/ standards.
- i) E&M facility maintenance rules/standards;
- j) Station work facilities rules/standard;
- k) Other designs and specifications; and
- l) Other rules/standards related to the train operation

(vii) Staff Training for Train O&M

Prior to the trial run and commissioning, the Consultant shall implement the training program for O&M staff. Combined with training provided by the contractor/ supplier/ manufacturer the training shall cover the following:

- a) Concept of train operation;
- b) Operation of the railway system, the rolling stock, E&M system, telecommunication system, fare collection and ticketing, station facilities (lifts, escalators) and other related systems.
- c) Concept, rules and procedures of inspection;
- d) Concept, rules and procedures of maintenance (proactive / preventive, reactive) of the system: tracks, structure (e.g. tunnels, viaducts, concrete joint), rolling stock, electrical and mechanical equipment; and
- e) Inventory control and management for spare parts (the rolling stock, AFC and other E&M machinery and equipment).

The Consultant shall prepare the curriculums of training of O&M contractor's staffs and to be submitted to DOTr for approval and certify those staff of the O&M contractor after completion of training program.

During Post-construction stage, the Consultant shall monitor and advise on matters relating to the O&M.

(i) Assistance and Advice on Train Operation and Mechanical Equipment

The Consultant will assist and advise DOTr for the first year of commercial operation stage concerning training of the staff for train operation and mechanical equipment.

The Consultant will advise on the following:

- a) Fundamental Concept of Train Operation; and
- b) Preventative Maintenance in Depot.

The Consultant will submit periodical report to DOTr unit in connection with Train Operation and Mechanical Equipment.

(ii) Assistance and Advice on Rolling Stock and Depot

The Consultant will assist and advise DOTr for the first year of commercial operation stage concerning training of the staff for operating and maintaining the Rolling Stock as well as periodical overhauling of the Rolling Stock in the nominated Depot as per maintenance schedules decided in consultation with the suppliers.

The Consultant will review the performance of the Rolling Stock during the warranty period and take necessary recommendation for future supplies. The Consultant will submit periodical report to DOTr in connection with Rolling Stock and Depot Maintenance.

(iii) Assistance and Advice on Signal, Telecommunications and Power Supply

The Consultant will assist and advise DOTr for the first year of commercial operation stage concerning training of the staff for Signal, Telecommunications and Power Supply.

The Consultant will assist DOTr in and the first year of maintenance works of the Signaling, Telecommunication and Railway Electrical Works as maintenance process prepared by the Consultant and approved by DOTr. The Consultant will prepare prevention measures against troubles of systems. The Consultant shall submit periodical report to DOTr in connection with Signal, Telecommunication & Power Supply.

(iv) Assistance and Advice on Civil and Track Works

The Consultant will advise DOTr for training of the staff for method of maintenance of Civil Structures and Track Works. The Consultant will conduct inspections of Underground, Elevated and Depot Civil Works during the warranty period and first three (3)-year maintenance stage and make necessary recommendation on structure inspection. They will also assist DOTr in supervising instrumentation measurement and first three (3) years of maintenance works of the Track Works as maintenance process method prepared by the Consultant and approved by DOTr. The Consultant shall prepare first three (3)-year maintenance planning, and preparation and implementation of prevention measures against troubles.

The Consultant shall submit periodical report to DOTr in connection with Civil Structures and Track Works and will advise based on preventative philosophy.

**(6) Human resource training for the DOTr**

The Consultant shall prepare the strategy, plan and training, coordinate with Contractors to carry out training key personnel of DOTr.

- (a) Plan and design, manage and monitor training, technical transfer for the DOTr personnel in operation of railway system and engineering infrastructure including E&M system, rolling stocks, rail system, etc, maintenance and repair of various equipment, workshops and whole project supplies by various contractors. The training will be arranged before commencement of trials and will continue up to commissioning, operation and maintenance of the system.
- (b) Inspect, supervise plan and training progress of contractors.
- (c) Provide technical assistance to DOTr (or relevant agency), as regulator, on monitoring the performance of the O&M Body,
- (d) Provide capacity building, knowledge sharing, and technology transfer on railway development, design, operations, and management to the DOTr, other relevant GOP agencies, and nominees of DOTr,

**(7) Technology Transfer**

The Consultant shall:

- Carry out the technology transfer as an important aspect in design and supervision works.
- Provide the opportunity to DOTr officers and staffs to be involved in the working

team of the Consultant during the design, contract administration and supervision works for their capacity building wherever possible.

- Brief and demonstrate the survey and design procedure, the construction supervision and contract management process and procedures.
- Assist DOTr and its staff to build their capacity as a part of on the job training under the Project.
- Support DOTr in carrying out training sessions for the Technical Learning Institutions (Partner Universities).

## **(8) Coordination and Support**

### **a) Coordination with Relevant Projects**

During Pre-construction stage, the Consultant shall coordinate with the respective agencies handling the relevant projects. Coordination must be done on the design, schedule and other aspects which may affect the Project. The Consultant shall also assist DOTr during this stage.

### **b) Support on Public Campaign and Mobility Management Activities**

The Consultant shall assist DOTr on public campaign and mobility management activities. For example, during Construction period, the Consultant shall update the project website created by the JICA Design Team to exhibit the following:

- (i) Introduction of the Project and expected commercial operation date and expected Project impact to the Metro Manila residences;
- (ii) Progress of the Project;
- (iii) Major site works;
- (iv) Inconveniences expected by the site works;
- (v) Public opinion of the project/ site works;
- (vi) Promotion materials (video, etc.); and
- (vii) Other relevant information.

### **c) Support during Defects Liability Period**

The consultant shall support the DOTr in the resolution of issues during the Defects Liability Period of Two (2) years such as but not limited to warranty claim issues, coordination with the Contractor in the development of technical solutions and in the proper and timely implementation of the agreed actions.

### **d) Facilitation of Transport Oriented Development (TOD)**

The consultant shall support the DOTr in implementing TOD.

## Chapter 4. Expected Time Schedule

The total duration of consulting services will be 111 months including 24 months of defects liability period. The implementation schedule expected is as shown in Table 1.

**Table 1 : Implementation Schedule Expected**

Key Activities	Section <sup>1</sup>	Date	Duration in Months
Commencement of Consulting Services		Oct 2018	
Tender process	PO	Jun 2018 to Oct 2018	4
	ML	<b>Oct 2019 to Apr 2020</b>	5
Commencement of Depot works (including training center)		Dec 2018	
End of Depot works	TC	Apr 2021	29
	PO	Apr 2022	41
Commencement of Civil works	PO	Dec 2018	
	ML	<b>May 2020</b>	
End of Civil works	PO	Apr 2022	41
	ML	<b>Jul 2025</b>	63
Commencement of E&M works		Feb 2019	
End of E&M works	PO	Apr 2022	39
	ML	<b>Sep 2025</b>	80
Commencement of Rolling Stock works		Feb 2019	
End of Rolling Stock works	PO	Apr 2022	39
	ML	<b>Sep 2025</b>	80
Commencement of Integrated test	PO	Nov 2021	
	ML	<b>Apr 2025</b>	
End of Integrated test	PO	Apr 2022	6
	ML	<b>Sep 2025</b>	6
Defect Liability Period		Dec 2025 to Nov 2027	24
Termination of Consulting Services		Nov 2027	111

1 PO = Partial Operability Section, ML = Main Line, TC = Training Center

## Chapter 5. Staffing (Expertise required)

Eighty-two (82) of Professional (A) consultants, One-hundred eight (108) of Professional (B) consultants and Ninety-eight (98) of Supporting Staff will be engaged, over 111 month's duration of consulting services, for a total of 4,637 man-months for Professional (A), 5,872 man-months for Professional (B) and 6,263 man-months for Support Staff consultants. Total consulting input is 16,772 man-months. A detailed schedule of consulting services and a distribution of man-months is shown in Attachment.

The allocation of person-month of consulting services is as shown in Table 2.

**Table 2 : Allocation of Person-month**

No.	Designation	Total Input in Months
<b>Professional (A)</b>		
A1	Project Director	111
A2	Project Coordinator 1	87
A3	Project Coordinator 2	15
A4	Chief Contract & Financial Manager	111
A5	Contract Manager 1	87
A6	Contract Manager 2	74
A7	Cost Control & Estimation Expert	87
A8	Specification Expert (Civil)	28
A9	Specification Expert (E&M)	28
A10	Manual Expert	12
A11	Construction Scheduler	87
A12	Chief Quality Assurance & Quality Control Expert	84
A13	System Safety Expert	79
A14	Safety & Health Expert	79
A15	Operation & Maintenance Rule Expert	111
A16	Training Expert	54
A17	Quality Expert (Civil)	64
A18	Quality Expert (Mechanical and Electrical)	70
A19	Quality Expert (S&T)	41
A20	Labor Protection Specialist	35



No.	Designation	Total Input in Months
A21	Natural Environment Expert 1	60
A22	Social Environment Expert (Land Acquisition) 1	32
A23	Social Environment Expert (Resettlement) 1	32
A24	Interface Coordinator	75
A25	Depot Design Expert	34
A26	Railway Alignment Expert	57
A27	Chief Structure Planner	57
A28	Station-structure Expert 1	57
A29	Station-structure Expert 2	40
A30	Shield Tunnel Expert	52
A31	Hydrology Expert	52
A32	Earthwork Expert	52
A33	Project Manager (Architectural)	105
A34	Architectural Expert	79
A35	Station Layout Planner	45
A36	Landscape Expert	60
A37	Building Expert (Civil)	71
A38	Building Expert (Elect)	71
A39	Project Manager (Civil Construction)	105
A40	Director of Shield Tunnel Engineers	78
A41	Director of Station Structure Engineers 1	78
A42	Resident Civil Engineer 1	72
A43	Resident Civil Engineer 2	72
A44	Resident Civil Engineer 3	49
A45	Resident Civil Engineer 4	49
A46	Resident Civil Engineer 5	49
A47	Resident Civil Engineer 6	49
A48	GIS Expert	49
A49	Material Expert (Civil)	49
A50	Project Manager (Civil Depot)	105
A51	Depot Yard Layout Expert	40
A52	Depot Civil/Structure Expert	40
A53	Project Manager (E&M, Rolling Stocks)	105
A54	Railway System Expert	61

No.	Designation	Total Input in Months
A55	Rolling Stock Expert	64
A56	Railway & Track Expert	76
A57	Interface System Integrator	65
A58	Material Expert (E&M)	50
A59	Material Expert (S&T)	50
A60	Power Supply Expert	56
A61	Substation Expert	75
A62	Overhead Contact Expert	66
A63	Signaling Expert	66
A64	Telecommunication Expert	66
A65	Passenger Information System Expert	66
A66	Automatic Fare Collection Expert	68
A67	Depot Equipment Expert	34
A68	E & M Resident Engineer 1	64
A69	E & M Resident Engineer 2	64
A70	E & M Resident Engineer 3	30
A71	E & M Resident Engineer 4	30
A72	E & M Resident Engineer 5	30
A73	E & M Resident Engineer 6	30
A74	Finance and Business Management Advisor	18
A75	O&M and E&M Advisor	18
A76	Rolling Stock and Depot Advisor	18
A77	Signal and Telecommunication Advisor	18
A78	Civil and Track Advisor	18
A79	Urban Planning Expert/TOD Advisor	18
A80	Transport Expert	18
A81	Transport Facility Design Expert	18
A82	Business Promotion Expert	18
<b>Professional (B)</b>		
B1	Deputy Project Director	111
B2	Contract Administrator	111
B3	Cost Estimator/ Controller 1 (Civil Works)	111
B4	Cost Estimator/ Controller 2 (Mechanical & Electrical)	87

No.	Designation	Total Input in Months
B5	Cost Estimator/ Controller 3 (E&M)	87
B6	Construction Scheduler	87
B7	Assist. Project Coordinator 1	87
B8	Assist. Project Coordinator 2	24
B9	Assist. Project Coordinator 3	24
B10	Assist. Project Coordinator 4	24
B11	Assist. Specification Expert 1 (CW)	93
B12	Assist. Specification Expert 2 (Depot)	20
B13	Assist. Specification Expert 3 (E&M)	20
B14	Assist. Specification Expert 4 (RS)	20
B15	Chief Quality Assurance & Quality Control Engineer	111
B16	System Safety Engineer	55
B17	Safety & Health Engineer	70
B18	Quality Engineer (Civil)	78
B19	Quality Engineer (Mechanical and Electrical)	78
B20	Quality Engineer (S&T)	55
B21	IT Engineer	87
B22	Training Coordinator	38
B23	Natural Environment Engineer	87
B24	Social Environment Engineer (LA/Resettlement) 1	24
B25	Social Environment Engineer (LA/Resettlement) 2	24
B26	Social Environment Engineer (LA/Resettlement) 3	24
B27	Social Environment Engineer (LA/Resettlement) 4	24
B28	Social Environment Engineer (LA/Resettlement) 5	24
B29	Social Environment Engineer (LA/Resettlement) 6	24
B30	Social Environment Engineer (LA/Resettlement) 7	24
B31	Social Environment Engineer (LA/Resettlement) 8	24
B32	Social Environment Engineer (LA/Resettlement) 9	24
B33	Social Environment Engineer (LA/Resettlement) 10	24
B34	Social Environment Engineer (LA/Resettlement) 11	24
B35	Social Environment Engineer (LA/Resettlement) 12	24
B36	Social Environment Engineer (LA/Resettlement) 13	24
B37	Social Environment Engineer (LA/Resettlement) 14	24

No.	Designation	Total Input in Months
B38	Earthwork Engineer 1	87
B39	Earthwork Engineer 2	70
B40	Drainage Engineer 1	87
B41	Drainage Engineer 2	70
B42	Geotechnical Engineer 1	87
B43	Geotechnical Engineer 2	70
B44	Deputy Project Manager (Architectural)	111
B45	Architectural Engineer	70
B46	Station Layout Engineer 1	36
B47	Station Layout Engineer 2	24
B48	Landscape Engineer	24
B49	Building Engineer (Civil)	76
B50	Building Engineer (Elect.)	76
B51	Building Engineer (Mechanical)	76
B52	Building Engineer (Plumbing)	76
B53	Deputy Project Manager (Civil Construction)	111
B54	Shield Tunnel Engineer 1	48
B55	Station-structure Engineer 1-1	48
B56	Station-structure Engineer 1-2	48
B57	Material Engineer (Civil) 1	48
B58	Shield Tunnel Engineer 2	52
B59	Station-structure Engineer 2-1	52
B60	Station-structure Engineer 2-2	52
B61	Material Engineer (Civil) 2	52
B62	Shield Tunnel Engineer 3	52
B63	Station-structure Engineer 3-1	52
B64	Station-structure Engineer 3-2	52
B65	Material Engineer (Civil) 3	52
B66	Shield Tunnel Engineer 4	52
B67	Station-structure Engineer 4-1	52
B68	Station-structure Engineer 4-2	52
B69	Material Engineer (Civil) 4	52
B70	Shield Tunnel Engineer 5	52
B71	Station-structure Engineer 5-1	52

No.	Designation	Total Input in Months
B72	Station-structure Engineer 5-2	52
B73	Material Engineer (Civil) 5	52
B74	Shield Tunnel Engineer 6	52
B75	Station-structure Engineer 6-1	52
B76	Station-structure Engineer 6-2	52
B77	Material Engineer (Civil) 6	52
B78	Shield Tunnel Engineer 7	52
B79	Station-structure Engineer 7-1	52
B80	Station-structure Engineer 7-2	52
B81	Material Engineer (Civil) 7	52
B82	GIS Expert 1	84
B83	GIS Expert 2	52
B84	Deputy Project Manager (Civil Depot)	111
B85	Depot Yard Layout Engineer	42
B86	Depot Civil/ Structure Engineer	65
B87	Deputy Project Manager (E&M, Rolling Stock)	111
B88	Railway System Engineer	48
B89	Rolling Stock Engineer	48
B90	Railway & Track Engineer	48
B91	Material Engineer (E&M)	48
B92	Material Engineer (S&T)	48
B93	Power Supply Engineer	48
B94	Substation Engineer	48
B95	Overhead Contact Engineer	48
B96	Signaling Engineer	48
B97	Telecommunication Engineer	48
B98	Passenger Information System Engineer	48
B99	Automatic Fare Collection Engineer	48
B100	Depot Equipment Engineer	72
B101	Track Engineer 1	72
B102	Track Engineer 2	51
B103	Track Engineer 3	27
B104	Track Engineer 4	27
B105	Track Engineer 5	27

No.	Designation	Total Input in Months
B106	Track Engineer 6	27
B107	Advisory Engineer 1	18
B108	Advisory Engineer 2	18
<b>Support Staff</b>		
C1	Office Administrator	111
C2	Multilingual Secretary 1	111
C3	Multilingual Secretary 2	70
C4	Nurse 1	87
C5	Nurse 2	39
C6	CAD Operator 1	111
C7	CAD Operator 2	87
C8	CAD Operator 3	52
C9	CAD Operator 4	52
C10	CAD Operator 5	52
C11	CAD Operator 6	52
C12	CAD Operator 7	52
C13	Assistant Surveyor 1	65
C14	Assistant Surveyor 2	36
C15	Assistant Geotechnician 1	65
C16	Assistant Geotechnician 2	36
C17	Social Environment Assistant 1	87
C18	Social Environment Assistant 2	87
C19	Social Environment Assistant 3	49
C20	Social Environment Assistant 4	49
C21	Social Environment Assistant 5	49
C22	Social Environment Assistant 6	49
C23	Social Environment Assistant 7	49
C24	Structure Inspector(Civil) 1	87
C25	Structure Inspector(Civil) 2	87
C26	Structure Inspector(Civil) 3	49
C27	Structure Inspector(Civil) 4	49
C28	Structure Inspector(Civil) 5	49
C29	Structure Inspector(Civil) 6	49
C30	Structure Inspector(Civil) 7	49

No.	Designation	Total Input in Months
C31	Structure Inspector(Architect) 1	87
C32	Structure Inspector(Architect) 2	49
C33	Structure Inspector(Architect) 3	49
C34	Structure Inspector(Architect) 4	49
C35	Material Inspector(Civil) 1	87
C36	Material Inspector(Civil) 2	87
C37	Material Inspector(Civil) 3	49
C38	Material Inspector(Civil) 4	49
C39	Material Inspector(Civil) 5	49
C40	Material Inspector(Civil) 6	49
C41	Material Inspector(Civil) 7	49
C42	Material Inspector(Electricity) 1	87
C43	Material Inspector(Electricity) 2	30
C44	Material Inspector(Electricity) 3	24
C45	Material Inspector(Electricity) 4	24
C46	Material Inspector (Mechanical) 1	87
C47	Material Inspector (Mechanical) 2	30
C48	Material Inspector (Mechanical) 3	24
C49	Material Inspector (Mechanical) 4	24
C50	Track Inspector 1	81
C51	Track Inspector 2	81
C52	Track Inspector 3	24
C53	Track Inspector 4	24
C54	Track Inspector 5	24
C55	Track Inspector 6	24
C56	E&M Inspector 1	87
C57	E&M Inspector 2	87
C58	E&M Inspector 3	24
C59	E&M Inspector 4	24
C60	E&M Inspector 5	24
C61	E&M Inspector 6	24
C62	IT Technician	111
C63	Web Technician	87
C64	Chief Secretary 1	111

No.	Designation	Total Input in Months
C65	Secretary1	87
C66	Secretary2	81
C67	Secretary3	49
C68	Secretary4	49
C69	Secretary5	49
C70	Secretary6	49
C71	Secretary7	49
C72	Secretary8	49
C73	Chief Office Accountant	111
C74	Office Accountant 1	87
C75	Office Accountant 2	70
C76	Document Control Secretary 1	87
C77	Document Control Secretary 2	70
C78	Document Control Secretary 3	55
C79	Filing Secretary 1	111
C80	Filing Secretary 2	55
C81	Filing Secretary 3	55
C82	Office Guardsman 1	111
C83	Office Guardsman 2	87
C84	Office Guardsman 3	55
C85	Typist 1	111
C86	Typist 2	70
C87	Office Utility 1	111
C88	Office Utility 2	70
C89	Messenger 1	111
C90	Messenger 2	70
C91	Satellite Office (1) Manager	87
C92	Satellite Office (1) Secretary	87
C93	Satellite Office (1) Office Guardsman	87
C94	Satellite Office (1) Office Utility	87
C95	Satellite Office (2) Manager	55
C96	Satellite Office (2) Secretary	55
C97	Satellite Office (2) Office Guardsman	55
C98	Satellite Office (2) Office Utility	55



## (1) Qualification of Key Experts

The qualification of Key Experts is shown in Table 3.

Table 3 : Qualification of Key Experts

Designation	Qualification
A1: Project Director	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in relevant course (Engineering / Architecture)</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in Railway Related Field: 15 years or more</li> <li>Experience in construction supervision for at least one railway project, of which construction/system procurement cost was more than USD 50 million</li> <li>At least two experiences in leading a consultant team as Team Leader or Deputy Team Leader</li> </ul>
A4: Chief Contract & Financial Manager	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in relevant course (Engineering / any finance related course)</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in tender documents preparation for land transport projects - 10 years</li> <li>Experience as contract specialist in at least two railway projects of size &gt; USD 50mil (amount of the related packages).</li> <li>Experience in ICB with FIDIC contract is preferable.</li> </ul>
A7: Cost Control & Estimation Expert	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in Civil Engineering</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in design, tender assistance and construction stage for railway projects - 10 years</li> <li>Experience as cost estimation specialist in at least one railway project in design stage and in one railway project in construction stage. The project size is to be (procurement/construction cost) &gt; USD 100mil (amount of the related packages).</li> </ul>
A22: Social Environmental Expert (Land Acquisition) 1	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in any relevant course</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in resettlement management in Japanese ODA loan Project - 10 years</li> <li>Experience as Land Acquisition specialist in at least 2 railway projects of size &gt; USD 50mil in construction supervision stage</li> </ul>

Designation	Qualification
A39: Project Manager (Civil Construction)	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>• Graduate in Civil Engineering or relevant course such as Architecture</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Experience in Railway Related Field: 10 years or more</li> <li>• Experience as team leader or deputy team leader in construction supervision stage at least 2 railway projects of size &gt; USD 50mil (amount of the related packages).</li> </ul>
A53: Project Manager (E&M, Rolling Stock)	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>• Graduate in Electrical / Mechanical Engineering</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Experience in Railway Related Field: 10 years or more</li> <li>• Experience in design and construction supervision of railway projects as signal engineer, E&amp;M engineer, and/or rolling stock engineer - 10 years</li> <li>• Experience as railway system integrator in at least one railway project in the tender assistance and construction supervision stage with a project size (procurement/construction cost) &gt; USD 50 mil (amount of the related packages).</li> <li>• Experience in FIDIC contract (YELLOW BOOK) is preferable.</li> </ul>
A55: Rolling Stock Expert	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>• Graduate in Mechanical Engineering or in any relevant Engineering course</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Experience in design of rolling stock in railway projects - 10 years</li> <li>• Experience as rolling stock specialist in at least 2 railway projects of size &gt; USD 20mil (amount of the related packages).</li> </ul>

Designation	Qualification
A57: Interface System Integrator	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in Civil or Construction Engineering or in any relevant Engineering course</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in Railway Related Field: 12 years or more</li> <li>Experience in design and construction supervision of railway projects as team leader or deputy team leader – at least 2 projects</li> <li>Experience as railway engineer and/or railway civil engineer in at least one railway project in the construction supervision stage with a project size (procurement/construction cost) &gt; USD 50 mil (amount of the related packages).</li> </ul>
A63: Signaling Expert	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in Electrical Engineering or in any relevant Engineering course</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in design of signal in railway projects – 10 years or more</li> <li>Experience as signal specialist in at least 2 railway projects of size &gt; USD 50mil (amount of the related packages).</li> </ul>
B1: Deputy Project Director	<p><b><u>Education:</u></b></p> <ul style="list-style-type: none"> <li>Graduate in Civil Engineering or in any relevant course</li> </ul> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>Experience in Railway Related Field: 10 years or more</li> <li>Experience in construction supervision for at least two railway projects</li> </ul>

Consultant may propose other experts and support staffs required to accomplish the tasks outlined in the ToR. It is the Consultant's responsibility to select the optimum team and to propose the professionals which he believes best meets the needs of DOTr.

## **(2) Scope of Works for Professional A and Selected Professional B Personnel**

Detailed information on the major tasks and duties each member of the tender assistance and construction supervision team shall perform is provided as follows:

Table 4 : Scope of Works for Professional A and Selected Professional B

No.	Position	I or L	Major Tasks and Duties
A1	Project Director	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as the Engineer during Construction Stage.</li> <li>2) Lead the Consultant team. Ensure all deliverables are prepared in accordance with quality and time constraints.</li> <li>3) Administer and supervise site works and documentation for all works during construction.</li> <li>4) Identify appropriate upgrading and modernization design code and standards of railway facilities in collaboration with DOTr.</li> <li>5) Review the operation safety measures.</li> <li>6) Assist DOTr to prepare construction schedules according to the contract packages. The schedules should reflect seasonal climatic conditions and measures of construction works without stoppage of train operation at the work sites.</li> <li>7) Review the bid documents to ensure the construction and installation works include specific provisions to minimize damage to local settlements due to construction.</li> <li>8) Review the bid documents suitable for procurement with P/Q in accordance with the procurement guidelines of JICA.</li> <li>9) Assist DOTr to appraise bids as part of the bid evaluation process.</li> <li>10) Assist DOTr to evaluate the capacity of contractors.</li> <li>11) Prepare monthly progress reports and quarterly progress reports in a form agreed upon by DOTr and JICA.</li> <li>12) Prepare the project completion report.</li> <li>13) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.</li> </ol>
A2 A3	Project Coordinator 1 Project Coordinator 2	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Coordination with other related Projects, and any other works if necessary, to coordinate design, work schedule and all other aspects which may affect to the Project, and provide necessary support to DOTr regarding the coordination.</li> <li>2) Support DOTr on procurement of O&amp;M company in cooperation with Advisory Group.</li> <li>3) Coordination between O&amp;M Company and give advice, if necessary, regarding technical and institutional aspects for preparation of their services and</li> </ol>

No.	Position	I or L	Major Tasks and Duties
			<p>management.</p> <p>4) Implementation of public relation activity, includes updating the project website which exhibits the progress, major site works, inconveniences expected by the site works, public opinions and other related information during construction.</p>
A4	Chief Contract & Financial Manager	I (Pro-A)	<p>1) Cooperation on preparation of P/Q and bid documents by a DD consultant in compliance with JICA Guidelines.</p> <p>2) Assist DOTr on the preparation of invitation for bids, evaluation of bids received, and award of all packages of contractors.</p> <p>3) Maintain regular estimates of the cost to completion and time to completion for each contract.</p> <p>4) Certify advance payments in accordance with the contracts when necessary.</p> <p>5) Certify interim and final payment certificates for submission to DOTr, and assist DOTr in preparing loan withdrawal documentation for submission to JICA through DOTr.</p>
A5 A6	Contract Manager 1 Contract Manager 2	I (Pro-A)	<p>1) Ensure that the bid documents for all works include specific provisions to minimize disruption/damage to local settlements due to construction.</p> <p>2) Assist DOTr in the preparation of invitation for bids, evaluation of bids received, and award of contracts for all works.</p> <p>3) Assess time and cost claims submitted by contractors and advise DOTr for actions to be taken.</p>
A7	Cost Control & Estimation Expert	I (Pro-A)	<p>1) Review the cost and quantity estimation based on the detailed engineering design drawings and technical specifications.</p> <p>2) Assist DOTr in evaluating bids submitted by contractors in terms of cost aspect.</p> <p>3) Check all submissions regarding invoices from contractor(s) related to all construction works including track, civil, structure, building (stations and depot) except signaling &amp; telecom. E&amp;M, rolling stock.</p>
A8 A9	Specification Expert 1 (Civil) Specification Expert 2 (E&M)	I (Pro-A)	<p>1) Develop the specifications for construction in collaboration with DOTr. Assist DOTr to prepare construction schedules showing anticipated progress of works by contract package. The schedules should reflect seasonal climatic effects at the work sites.</p>
A10	Manual Expert	I (Pro-A)	<p>1) Develop an inspection/ maintenance manual which consist of the concept, rules and procedures of inspection, maintenance (proactive / preventive, reactive) of tracks,</p>

No.	Position	I or L	Major Tasks and Duties
			<p>structure (e.g. viaducts, concrete joint), rolling stock, electrical and mechanical equipment.</p> <p>2) Develop inventory control and management system for spare parts (the rolling stock, AFC and other electrical &amp; mechanical machinery and equipment).</p>
A11	Construction Scheduler	I (Pro-A)	<p>1) Review the project implementation schedule developed in the detailed engineering design stage.</p> <p>2) Review, support and instruct to the contractors to update their work schedule time by time, corresponding to the actual progress of the work during construction.</p>
A12	Chief Quality Assurance & Quality Control Expert	I (Pro-A)	<p>1) Review of QA/QC plan for tender documents.</p> <p>2) Assist DOTr to evaluate bids submitted by contractors in terms of QA/QC.</p> <p>3) Assist the resident engineers and experts in site inspections of contractor's works.</p>
A13	System Safety Expert	I (Pro-A)	<p>1) Establish Safety Management System covering the comprehensive safety management in whole railway system which shall include; safety requirements for disaster protection of fire, flooding, earthquakes and lightning, train operation rules.</p> <p>2) Develop an emergency procedures including contact networking with hospitals, fire stations, polices stations, military bases, and other organizations, if any.</p> <p>3) Propose all safety concerns to be proposed for the better safety management system.</p>
A14	Safety & Health Expert	I (Pro-A)	<p>1) Review the safety measures during construction based on the detailed design and identify efficiency of accident mitigation measures based on this review.</p> <p>2) Instruct to the contractors to provide sufficient safety devices and sign boards for own safety as well as safety of general traffic and pedestrians.</p> <p>3) Advise the Environmental Expert to undertake environmental monitoring and take necessary mitigations.</p> <p>4) Assist DOTr on supervision of contractors regarding to the site safety and labor health.</p>
A15	Operations & Maintenance Rule Expert/PPP Expert	I (Pro-A)	<p>1) Instruct the contractor/supplier/manufacture to provide technical support for operation and maintenance for the period that the Consultant considers appropriate.</p> <p>2) Attend the periodical site inspection during</p>

No.	Position	I or L	Major Tasks and Duties
			<p>the defects liability period and order the contractors' actions to be taken and payment methods.</p> <p>3) Provide support for the O&amp;M in accordance with Scope (5) (Support on O&amp;M).</p> <p>* The bidder is encouraged to propose multiple experts with appropriate backgrounds to undertake this task.</p>
A16	Training Expert	I (Pro-A)	<p>1) Identify requirements and conditions of the training for operation and maintenance, prepare the training plan, allocate the training programs</p> <p>2) Support development of training program of operation and maintenance works after procurement period, and support on-the-job training including introduction of various technical transfer schemes.</p>
A17	Quality Expert (Civil)	I (Pro-A)	<p>1) In cooperation with Chief Quality Assurance &amp; Quality Control Expert, conduct all quality regarding activities on civil works during construction works.</p> <p>2) Review of QA/QC plans on civil works in prior to the commencement of the work.</p> <p>3) Assist the resident engineers and experts on evaluation of work plans submitted by contractors in terms of QA/QC activities on civil works.</p> <p>4) Assist the resident engineers and experts on the site inspection of contractor's civil works.</p>
A18	Quality Expert & (Mechanical Electrical)	I (Pro-A)	<p>1) In cooperation with Chief Quality Assurance &amp; Quality Control Expert, conduct all quality regarding activities on installation of E&amp;M facilities, HVAC facilities during construction works.</p> <p>2) Review of QA/QC plans on installation of E&amp;M facilities, HVAC facilities in prior to the commencement of the work.</p> <p>3) Assist the resident engineers and experts on evaluation of work plans submitted by contractors in terms of QA/QC activities on installation of E&amp;M facilities, HVAC facilities.</p> <p>4) Assist the resident engineers and experts on the site inspection of contractor's installation of E&amp;M facilities, HVAC facilities.</p>
A19	Quality Expert (S&T)	I (Pro-A)	<p>1) In cooperation with Chief Quality Assurance &amp; Quality Control Expert, conduct all quality regarding activities on installation of signal and telecommunications facilities during construction works.</p>

No.	Position	I or L	Major Tasks and Duties
			2) Review of QA/QC plans on installation of signal and telecommunications facilities in prior to the commencement of the work. 3) Assist the resident engineers and experts on evaluation of work plans submitted by contractors in terms of QA/QC activities on installation of signal and telecommunications facilities. 4) Assist the resident engineers and experts on the site inspection of contractor's installation of signal and telecommunications facilities.
A20	Labor Protection Specialist	I (Pro-A)	1) Develop particular measures and/or methods to secure safety in cooperation with an accident prevention officer dispatched by the contractor. 2) Assist DOTr in maintaining the safety standard to achieve zero accidents.
A21	Natural Environment Expert 1	I (Pro-A)	1) Assist DOTr to review the contractor's Environmental Program to be prepared by the contractor in accordance with EMP and EMoP, relevant plans and the JICA Guidelines and to make recommendations to DOTr regarding any necessary amendments for its approval 2) Supervise the Contractor if mitigation measures are taken in accordance with EMP 3) Monitor the effectiveness of EMP and negative impact on environment caused by the construction works and provide technical advice, including a feasible solution proposal, so that DOTr can carry out improvement when necessary. 4) Monitor compliance with conditions stated in the ECC as well as the requirements under EMP and JICA Environmental Guidelines. Submit the Environmental Monitoring Report to DOTr at every three months after the commencement of the services until the completion of the Project. After the completion of the Project, the Report shall be submitted semiannually for two (2) years. The Environmental Monitoring Form will be filled and attached to the Report. 5) After verifying the Environmental Monitoring Report by DOTr, assist submitting the report to JICA as part of the Progress Status Report at every three months after the commencement of the services until the completion of the Project and semiannually for two (2) years after the completion of the



No.	Position	I or L	Major Tasks and Duties
			<p>Project.</p> <p>6) Monitor the effectiveness of EMP and negative impacts on environment caused by the construction works and provide technical advice, including a feasible solution, so that DOTr can improve situation when necessary.</p> <p>7) Assist DOTr in preparation of the answer to the request from JICA's advisory committee for environmental and social considerations if necessary</p> <p>8) Assist DOTr in the capacity building of DOTr staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting.</p>
A22	Social Environment Expert (Land Acquisition) 1	I (Pro-A)	<p>1) Monitor land acquisition, involuntary resettlement, and compensation activities being undertaken by DOTr in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed.</p> <p>2) Assist DOTr in dissemination and explanation of additionally confirmed and identified land acquisition issues to public including holding public consultations.</p> <p>3) Commission an External Monitoring Agency (EMA) to undertake external monitoring and evaluation of RAP implementation.</p> <p>4) After verifying the Land Acquisition and Resettlement Monitoring Report by DOTr, assist submitting the Report to JICA as part of the Progress Status Report.</p> <p>5) Assist the DOTr in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP.</p> <p>6) Assist the DOTr to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law.</p>
A23	Social Environment	I	1) Monitor land acquisition, involuntary

No.	Position	I or L	Major Tasks and Duties
	Expert (Resettlement) 1	(Pro-A)	<p>resettlement, and compensation activities being undertaken by DOTr in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed.</p> <ol style="list-style-type: none"> <li>2) Assist DOTr in dissemination and explanation of additionally confirmed and identified resettlement issues to public including holding public consultations.</li> <li>3) Commission an External Monitoring Agency (EMA) to undertake external monitoring and evaluation of RAP implementation.</li> <li>4) After verifying the Land Acquisition and Resettlement Monitoring Report by DOTr, assist submitting the Report to JICA as part of the Progress Status Report.</li> <li>5) Provide technical assistance if necessary with the DOTr in verifying eligibility of affected persons entitled to compensation/assistance for income loss as defined in Entitlement Matrix of the RAP.</li> <li>6) Assist the DOTr in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP</li> <li>7) Assist the DOTr to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law.</li> </ol>
A24	Interface Coordinator	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Review detailed design of structural interface between civil packages which includes embankment, viaduct, bridge, station, depot, crossing structure and drainage.</li> <li>2) Review the design and work plans of relevant works carried out by DOTr and/or local authorities which include buildings and facilities, and coordinate with contractor and implementation agencies which to be necessary to modify or arrangement of the Project.</li> </ol>
A25	Depot Design Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Review the detailed design, instruct to modify the depot facility arrangement plan if necessary, to meet the train operation</li> </ol>

No.	Position	I or L	Major Tasks and Duties
			<p>plan in cooperation with the Rolling Stock Expert.</p> <p>2) Design track layout in depot and/or improvement of it together with a track expert.</p>
A26	Railway Alignment Expert 1	I (Pro-A)	<p>1) Review the detailed engineering design.</p> <p>2) Review track layout and/or recommend improvement of at depot together with a depot facility layout expert.</p>
A27	Chief Planner Structure	I (Pro-A)	<p>1) Review the detailed engineering design and construction plan for all structure works.</p> <p>2) Assist DOTr in evaluating bids submitted by contractors in terms of construction planning.</p>
A28 A29	Station Expert 1 Structure Station Expert 2 Structure	I (Pro-A)	<p>1) Review the detailed engineering design and construction plan for station structures.</p> <p>2) Based on the detailed engineering design, develop a program of site inspection plan for station structures.</p> <p>3) Review the contractor's work plan and to identify the feasibility of their work method statements.</p> <p>4) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p>
A30	Shield Tunnel Expert	I (Pro-A)	<p>1) Review the detailed engineering design and construction plan for Shield Tunnels.</p> <p>2) Based on the detailed engineering design, develop a program of site inspection plan for Shield Tunnels.</p> <p>3) Review the contractor's work plan and to identify the feasibility of their work method statements.</p> <p>4) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p>
A31	Hydrology Expert	I (Pro-A)	<p>1) Review the detailed engineering design, check results of hydrologic considerations of the construction site.</p> <p>2) Review the contractor's work plan and to identify the feasibility of their work method statements.</p> <p>3) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p>
A32	Earthwork Expert	I (Pro-A)	<p>1) Review the detailed engineering design and construction plan for earthworks.</p> <p>2) Based on the detailed engineering design, develop a program of site inspection plan for earthworks.</p> <p>3) Review the contractor's work plan and to identify the feasibility of their work method</p>

No.	Position	I or L	Major Tasks and Duties
			<p>statements.</p> <p>4) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p> <p>5) Analyze results of soil investigation and make necessary recommendation.</p>
A33	Project Manager (Architectural)	I (Pro-A)	<p>1) Review building design for station and depot, etc.</p> <p>2) Estimate BOQ and cost of station and depot buildings and review the budget of building part. Revise/ adjust the BOQ and cost estimation (if necessary).</p> <p>3) Assist DOTr in the preparation of BOQ by contract package for civil works. Prepare method of measurement, and technical specification for the related item of BOQ.</p> <p>4) Assist DOTr on supervision of contractors.</p> <p>5) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</p>
A34	Architectural Expert	I (Pro-A)	<p>1) Review the detailed engineering design, type and design of station architect works.</p> <p>2) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p> <p>3) In collaboration with the resident engineers, develop a program of site inspection plan for station architect works.</p> <p>4) Review the contractor's work plan and to identify the feasibility of their work method statements.</p> <p>5) Conduct site inspection of the work.</p>
A35	Station Planner Layout	I (Pro-A)	<p>1) Review the detailed engineering design and construction plan for stations.</p> <p>2) Based on the detailed engineering design, develop a program of site inspection plan for stations.</p> <p>3) Review the contractor's work plan and to identify the feasibility of their work method statements.</p> <p>4) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p>
A36	Landscape Expert	I (Pro-A)	<p>1) Review the detailed engineering design, type and design in the landscape aspects.</p> <p>2) Identify and instruct any necessary additional, revision, or amendments based on the contractor's design and work plans.</p> <p>3) Conduct site inspection of the work.</p>
A37	Building Expert (Civil)	I (Pro-A)	<p>1) Review detailed engineering design and Employer's requirement for improvement of</p>

No.	Position	I or L	Major Tasks and Duties
			depot building works. 2) Conduct site inspection of station structure works supervision, quality assurance, measurements and administration services at the site. 3) Assist DOTr on supervision of the work.
A38	Building Expert (Elect)	I (Pro-A)	1) Review detailed engineering design and Employer's requirement for improvement of installation of electronic facility of depot buildings. 2) Conduct site inspection of station facility installation works supervision, quality assurance, measurements and administration services at the site. 3) Assist DOTr on supervision of the work.
A39	Project Manager (Civil Construction)	I (Pro-A)	1) Act as a representative on behalf of the Project Director and Railway Civil Project Manager for the responsible package. Support to assure smooth implementation in the construction supervision stage. 2) Manage all construction supervision issues for the responsible contract package(s) in terms of time (schedule), quality, budget, quantity, safety, contract, environment, etc., as a representative. 3) Prepare monthly progress reports and quarterly progress reports in a form agreed between DOTr and JICA. 4) Prepare a construction completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports, together with copies of as-built drawings. 5) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods 6) Support Project Manager for smooth implementation of the Project. 7) Review detailed design of structural and civil works including embankment, viaduct, bridge, station, depot, crossing structure and drainage. 8) Assist DOTr in appraising bids as part of the bid evaluation process in civil packages, evaluation of the capacity of contractors. 9) Construction supervision of civil works. 10) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.
A40	Director of Shield Tunnel Engineers	I (Pro-A)	1) Conduct site inspection of Shield Tunnel works supervision, quality assurance,

No.	Position	I or L	Major Tasks and Duties
			measurements and administration services at the site. 2) Assist DOTr on supervision of contractors.
A41	Director of Station Structure Engineers 1	I (Pro-A)	1) Conduct site inspection of station structure works supervision, quality assurance, measurements and administration services at the site. 2) Assist DOTr on supervision of contractors.
A42 A43 A44 A45 A46 A47	Resident Engineer 1 Resident Engineer 2 Resident Engineer 3 Resident Engineer 4 Resident Engineer 5 Resident Engineer 6	Civil Civil Civil Civil Civil Civil I (Pro-A)	1) Lead the construction supervision task teams. Ensure all deliverables are prepared in accordance with quality and time constraints. 2) Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 3) Ensure that all supervision team members undertake comprehensive day-to-day field construction supervision, quality assurance, measurements and administration services at the site. 4) Instruct and advise all supervision team members to maintain full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters. 5) Provide the contractors with all necessary survey data and reference for setting out the works. 6) Receive, assess and approve the contractors' implementation work plans and programs. 7) Ensure that the rehabilitation works are executed in accordance with all the provisions of the contract, including those concerning standards of workmanship, and other safety provisions and protection of the environment.
A48	GIS Expert	I (Pro-A)	1) Assist structure engineers, resident engineers to provide necessary supports such as GIS software operation, mapping, providing geographic data processing and analysis, preparation of thematic maps etc.
A49	Material Expert (Civil)	I (Pro-A)	1) Supervise necessary material investigations and tests on representative works of the site, with samples to be taken

No.	Position	I or L	Major Tasks and Duties
			<p>at appropriate intervals for laboratory tests.</p> <p>2) Analyze and give advice, if necessary, on the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance.</p>
A50	Project Manager (Civil Depot)	I (Pro-A)	<p>1) Act as a representative on behalf of the Project Director and Railway Civil Project Manager, support to assure smooth implementation in the construction supervision stage.</p> <p>2) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</p>
A51	Depot Yard Layout Expert	I (Pro-A)	<p>1) Conduct site inspection of the works for depot yard building and facilities, supervision, quality assurance, measurements and administration services at the site.</p> <p>2) Assist DOTr on supervision of contractors.</p>
A52	Depot Civil/ Structure Expert	I (Pro-A)	<p>1) Assist DOTr with the preparation of BOQ by contract package for Depot (Civil Works). Prepare method of measurement, and technical specifications for the related items of BOQ.</p> <p>2) Assist DOTr on supervision of contractors</p>
A53	Project Manager (E&M, Rolling Stocks)	I (Pro-A)	<p>1) Support Project Manager for smooth implementation of the Project.</p> <p>2) Lead basic design of system works including signal, telecommunication, rolling stock, and depot and integrate these system designs.</p> <p>3) Identify appropriate upgrading and modernization design code and standards in collaboration with DOTr.</p> <p>4) Assist DOTr in appraising bids as part of the bid evaluation process in Signal and Telecom package and Rolling Stock package.</p> <p>5) Assist DOTr in evaluating the capacity of contractors.</p> <p>6) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</p>
A54	Railway System Expert	I (Pro-A)	<p>1) Assist DOTr with the preparation of BOQ by contract package for whole E&amp;M system of the Project.</p> <p>2) Attend the periodical site inspection during the defects liability period and order the</p>

No.	Position	I or L	Major Tasks and Duties
			contractors' actions to be taken and payment methods
A55	Rolling Stock Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Assist DOTr with the preparation of BOQ by contract package for Rolling Stock.</li> <li>2) Assist DOTr on supervision of contractors.</li> <li>3) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</li> </ol>
A56	Railway & Track Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Supervise the contractor's installation work.</li> <li>2) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</li> </ol>
A57	Interface System Integrator	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Establish schedule and procedures for test, commissioning and hand over with reference to the contract agreement which define the condition of the acceptance of the work; test, commissioning, and hand over for each contract with the contractor, the supplier, and the manufactures.</li> <li>2) Assist, and supervise if required, DOTr in system integration of train operation and commissioning carried out by the staff for Operation of DOTr</li> <li>3) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</li> </ol>
A58	Material Expert (E&M)	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Supervise necessary material investigations and tests on representative works of the site regarding construction and installation of E&amp;M, HVAC facilities, with samples to be taken at appropriate intervals for laboratory tests.</li> <li>2) Analyze and give advice, if necessary, on the suitability of locally procured materials for E&amp;M, HVAC installation works, and where necessary, new providers and assess the quality and quantity of materials.</li> </ol>
A59	Material Expert (S&T)	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Supervise necessary material investigations and tests on representative works of the site regarding construction and installation of signal and telecommunication facilities, with samples to be taken at appropriate intervals for laboratory tests.</li> <li>2) Analyze and give advice, if necessary, on the suitability of locally procured materials and parts or signal and telecommunication works, and where necessary, new providers and assess the quality and quantity of materials.</li> </ol>



No.	Position	I or L	Major Tasks and Duties
A60	Power Supply Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of power supply facility works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</li> <li>2) Review detailed engineering design and employer's requirement for power supply system to apply to the Project.</li> <li>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</li> </ol>
A61	Substation Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of substation facility works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</li> <li>2) Review detailed engineering design and employer's requirement for substation to apply to the Project.</li> <li>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</li> </ol>
A62	Overhead Contact Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of overhead contact facility works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</li> <li>2) Review detailed engineering design and employer's requirement for overhead contact facilities to apply to the Project.</li> <li>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</li> </ol>
A63	Signaling Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of signaling works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</li> <li>2) Review detailed engineering design and employer's requirement for signaling facilities to apply to the Project.</li> <li>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</li> </ol>
A64	Telecommunication Expert	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of telecommunication works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</li> <li>2) Review detailed engineering design and employer's requirement for telecommunication facilities to apply to the Project.</li> <li>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</li> </ol>
A65	Passenger Information System	I (Pro-A)	<ol style="list-style-type: none"> <li>1) Act as a person in charge of passenger information system works in terms of</li> </ol>

No.	Position	I or L	Major Tasks and Duties
	Expert		<p>technical aspect and support Project Manager (E&amp;M, Rolling Stock).</p> <p>2) Review detailed engineering design and employer's requirement for passenger information system to apply to the Project.</p> <p>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</p>
A66	Automatic Fare Collection Expert	I (Pro-A)	<p>1) Act as a person in charge of automatic fare collection system works in terms of technical aspect and support Project Manager (E&amp;M, Rolling Stock).</p> <p>2) Review detailed engineering design and employer's requirement for automatic fare collection system to apply to the Project.</p> <p>3) Assist DOTr on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</p>
A67	Depot Equipment Expert	I (Pro-A)	<p>1) Review detailed engineering design and employer's requirement in terms of the whole system aspect.</p> <p>2) Review, revise and adjust the BOQ and cost estimation (if necessary).</p> <p>3) Assist DOTr with the preparation of BOQ by contract package for E&amp;M (depot facility).</p> <p>4) Assist DOTr on supervision of contractors' installation works.</p> <p>5) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods</p>
A68 A69 A70 A71 A72 A73	E & M Resident Engineer 1 E & M Resident Engineer 2 E & M Resident Engineer 3 E & M Resident Engineer 4 E & M Resident Engineer 5 E & M Resident Engineer 6	I (Pro-A)	<p>1) Lead the installation supervision task teams. Ensure all deliverables are prepared in accordance with quality and time constraints.</p> <p>2) Ensure full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and records of all other contractually relevant matters.</p> <p>3) Ensure that all supervision team members undertake comprehensive day-to-day field construction supervision, quality assurance, measurements and administration services at the site.</p> <p>4) Instruct and advise all supervision team members to maintain full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, site diaries, measurement and certification, minutes of meetings, and</p>

No.	Position	I or L	Major Tasks and Duties
			<p>records of all other contractually relevant matters.</p> <p>5) Provide the contractors with all necessary survey data and reference for setting out the works.</p> <p>6) Receive, assess and approve the contractors' implementation work plans and programs.</p> <p>7) Ensure that the rehabilitation works are executed in accordance with all the provisions of the contract, including those concerning standards of workmanship, and other safety provisions and protection of the environment.</p>
A74	Finance and Business Management Advisor	I (Pro-A)	<p>1) Advise DOTr to regarding passenger service and rail business performance improvement.</p> <p>2) Review and revise the fare structure and fare revision policy.</p> <p>3) Prepare business plans to attract and increase ridership by taking into considerations of, introduction of park &amp; ride/ kiss &amp; ride, feeder transport network, non-rail business such as kiosk, advertisement, and other commercial development by utilizing the right of way or to recommend as a rail-related public works to DOTr.</p>
A75	O&M and E&M Advisor	I (Pro-A)	<p>1) Support procurement of O&amp;M company by DOTr if requested, and to provide data and information, such as; technical specifications, O&amp;M plan, etc.</p> <p>2) Check the quality of E&amp;M works of the Project and recommendation on an operation plan developed by O&amp;M companies and advice to modify if necessary to secure operational efficiency of the Project.</p> <p>3) Check the quality of rehabilitation work for E&amp;M system to secure the Project objectives conducted both the Project components and the local components.</p>
A76	Rolling Stock and Depot Advisor	I (Pro-A)	<p>1) Check the quality of depot construction work and facility/ equipment installation of the Project and recommendation on the maintenance work by DOTr, and advice to modify if necessary to secure O&amp;M plan.</p> <p>2) Check the quality of maintenance plan for rolling stock to ensure the Project objectives.</p>
A77	Signal and Telecommunication	I (Pro-A)	<p>1) Check the quality of signal and telecommunication work of the Project and</p>

No.	Position	I or L	Major Tasks and Duties
	Advisor		<p>recommendation on the project implementation by DOTr, and advice to modify if necessary to secure structural interface with such projects.</p> <p>2) Check the quality of rehabilitation work for signal and telecommunications to secure the Project objectives conducted both the Project components and the local components.</p>
A78	Civil and Track Advisor	I (Pro-A)	<p>1) Check the quality of signal and telecommunication work of the Project and recommendation on the project implementation by DOTr, and advice to modify if necessary to secure structural interface with such projects.</p> <p>2) Check the quality of rehabilitation work for civil and track to secure the Project objectives conducted both the Project components and the local components.</p>
A79	Urban Planning Expert/ TOD Advisor	I (Pro-A)	<p>1) Coordinate with relevant agencies to readjust related urban and transport plans and projects (including zoning plans) for effective implementation.</p> <p>2) Check the TOD arrangement and recommendation on the project implementation by DOTr, and advice to modify if necessary to secure structural interface with such projects.</p>
A80	Transport Expert	I (Pro-A)	<p>1) Review and update traffic demand analysis of prepared by the consultant hired by JICA</p> <p>2) Prepare traffic management plan at and around the stations during construction period and operation period</p>
A81	Transport Facility Design Expert	I (Pro-A)	<p>1) Check the intermodal facility development and recommendation on the project implementation by DOTr, and advice to modify if necessary to secure structural interface with such projects.</p>
A82	Business Promotion Expert	I (Pro-A)	<p>1) Check the non-rail business promotion plan (In-Station business, underground commercial facilities, etc.) and recommendation on the project implementation by DOTr, and advice to modify if necessary.</p> <p>2) Coordinate and promote to private sectors for participation of business promotion and urban development at and around stations</p>
B1	Deputy Project Director	L (Pro-B)	<p>1) Support Project Manager and Deputy Project Manager for all the consulting services.</p> <p>2) Support administrative and supervisory activities and documentation for all works</p>

No.	Position	I or L	Major Tasks and Duties
			<p>during construction.</p> <ol style="list-style-type: none"> <li>3) Support preparation of bid documents suitable for procurement with P/Q in accordance with the procurement guidelines of JICA.</li> <li>4) Support preparation of monthly progress reports and quarterly progress reports in a form agreed upon by DOTr and JICA.</li> <li>5) Support preparation of the project completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports, together with copies of as-built drawings.</li> <li>6) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.</li> </ol>
B2	Contract Administrator	L (Pro-B)	<ol style="list-style-type: none"> <li>1) Support Chief Contract- Financial Manager and Contract Manager for all the consulting services.</li> <li>2) Support on bid documents control, preparation of invitation for bids, evaluation of bids received, and award of contracts for all works.</li> <li>3) Support assessment of time and cost claims submitted by contractors and advise DOTr for actions to be taken.</li> </ol>
B6	Construction Scheduler	L (Pro-B)	<ol style="list-style-type: none"> <li>1) Support Construction Schedule Expert for all the consulting services.</li> <li>2) Support on assessment of time and cost claims submitted by contractors and advise DOTr for actions to be taken.</li> </ol>
B21	IT Engineer	L (Pro-B)	<ol style="list-style-type: none"> <li>1) Update the project website in cooperation with Project Coordinator as a part of the public relation to exhibit the progress, major site works, inconveniences expected by the site works, public opinions and other related information during construction.</li> <li>2) To provide necessary supports time by time, regarding IT system on operation, maintenance, update and introduction of new system etc.</li> </ol>
B107 B108	Advisory Engineer 1 Advisory Engineer 2	L (Pro-B)	<ol style="list-style-type: none"> <li>1) Support Advisory Group: Finance and Business Management Advisor, Operation and E&amp;M Advisor, Rolling Stock and Depot Advisor, Signal and Telecommunication Advisor and Civil and Track Advisor.</li> <li>2) Support on check the quality of rehabilitation work for various works to secure the Project objectives.</li> <li>3) Attend the periodical site inspection during</li> </ol>

<b>No.</b>	<b>Position</b>	<b>I or L</b>	<b>Major Tasks and Duties</b>
			the defects liability period and order the contractors' action to be taken and payment methods.

## Chapter 6. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to DOTr as shown in the table below. The Consultant shall also provide an electronic copy of each of these reports.

Table 5: Reporting Schedule

Category	Type of Report	Timing	No. of Copies
Consultancy Services	Inception Report	Within 1 month after commencement of the services	10
	Detailed Design Review Reports, and BOQ	Within 6 months after commencement of the services	10
	Monthly Progress Report	Every month	10
	Quarterly Progress Report	Every quarter	10
	Project Completion Report (for submission to JICA)	At the end of services	10
Construction Supervision	Quality Control Report	Every month	10
	Completion Report (and as-built drawing)	At the end of the project	10
Environmental and Social Safeguard	Environmental Monitoring Report	Every quarter	10
	Land Acquisition and Resettlement Monitoring Report	Every month	10
	Environmental and Social Safeguard Evaluation Report	At the end of the Project	20
Other Report	Technical Report	As required or upon request	As required

Contents to be included in major reports are as follows:

- a) Inception Report: To be submitted within 1 month after the commencement of the services, presenting the methodologies, schedule, organization, etc.
- b) Detailed Design Review Reports and BOQ: To be submitted within 6 months after the commencement of the services or after DOTr transmittal of the pertinent documents to the Consultant, presenting the results of review of the detailed design, calculation sheets, design drawings, cost estimate, technical specification and BOQ.
- c) Monthly Progress Report (“MPP”): Describes briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered

or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. It also indicates the work to be performed during the coming month. This MPP shall form part of the Monthly Billing Claims.

- d) Quarterly Progress Report: To be submitted at every quarter during construction, presenting the progress status of the project.
- e) Project Completion Report (for submission to JICA): To be submitted within 3 months after completion of construction, which comprises a project description and final details of the construction completed together with photographs.
- f) Quality Control Report: Includes all activities regarding quality control with quality/workmanship control data and photographs for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction.
- g) Construction Completion Report: To be submitted within 3 months after completion of construction, which comprises a full size of as-built drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, field books.
- h) Environmental Monitoring Report: To be submitted at every quarter after the commencement of the services, presenting the environmental impacts and implementation of environmental mitigation measures during the construction stage. Environmental monitoring forms will be filled and attached to the Report.
- i) Land Acquisition and Resettlement Monitoring Report: To be submitted every month during land acquisition and resettlement implementation periods. RAP monitoring form will be filled and attached to the Report.
- k) Environmental and Social Safeguard Evaluation Report: To be submitted by the end of the consulting services, presenting the EMP, EMoP, and RAP prepared.



## Chapter 7. Obligations of the Executing Agency

A certain range of arrangements and services will be provided by DOTr to the Consultant for smooth implementation of the Consulting Services. In this context, DOTr will provide:

### (1) Report and Data

Make available to the Consultant existing reports and data related to the Project.

### (2) Cooperation and Counterpart Staff

Appoint counterpart officials, engineers, agent and representative as may be necessary for effective implementation of the Consulting Services;

### (3) Safety of the Project

- 1) DOTr should notify JICA immediately in case that any fatal, major or other accident, which may involve serious injuries, occurs during the implementation of the Project.
- 2) In an effort to assure the safety during the construction work of the Project, DOTr, through the Consultant, shall include the following in the bidding documents for procurement of works and in those for procurement of supply and installation of plant:
  - (i) That the safety requirements in accordance with the laws and regulations in Philippines and relevant international standards (including guidelines of international organization), if any, shall be clearly stipulated in the contract and shall be adhered to.
  - (ii) That bidders shall furnish a safety plan to meet the safety requirements stipulated in the bidding documents.
  - (iii) That the personnel for key positions to be proposed by bidders shall include a safety (accident prevention) officer.

### (4) Assistance and Exemption

Use its best efforts to ensure that the assistance and exemption, as described in the Standard Request for Proposal issued by JICA, will be provided to the Consultant, in relation to;

- Work permit and such other documents;
- Entry and exit visas, residence permits, exchange permits and such other documents
- Clearance through customs;

- Instructions and information to officials, agent and representatives of Government of Philippines;
- Exemption from any requirement for registration to practice their profession; and
- Privilege pursuant to the applicable law in Philippines.

## Chapter 8. Special Provisions

### (1) Electronic Data Management System

The Consultant shall consolidate all data related to the Project including, but not limited to, the following:

- Tender Documents
- Manning
- Work Plan for all activities related to the different components of the Project
- Drawings
- Manuals
- Resource Materials
- Billings
- All data made available by the DOTr and the JICA Design Team

The data collected shall be made available online by the Consultant through a server. The location of the data shall be accessible online by the DOTr through the PMO.

### (2) Subcontracting

The JICA Consultant(s) shall seek DOTr's comment during the preparation of TOR and evaluation criteria for the subcontracting.

### (3) Video Conference System

The Consultant shall install a Video Conference System (VCS) in their office and ensure its compatibility to the existing VCS the DOTr is using.

## **Section 6. Standard Forms of Contract**

**STANDARD FORM OF CONTRACT**

**ANNEX I.**

**Consultants'  
Services**

**Time-Based Contract**

## **Section 6. Annex I: Time-Based Contract**

**CONTRACT FOR CONSULTANTS' SERVICES**

**Time-Based**

**Project Name:** Metro Manila Subway Project (MMSP) – Phase I

**Loan Agreement No.:** PH-P267

**Contract No.:** [*insert contract number*]

between

**Department of Transportation**

and

---

[*name of the Consultant*]

Dated: \_\_\_\_\_

## I. Form of Contract

### TIME-BASED

*[All notes should be deleted in final text]*

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

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

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [*day, month, year*] (hereinafter called the Loan Agreement) between the [*name of Borrower*] (hereinafter called the Borrower) and Japan International Cooperation Agency (hereinafter called “JICA”), JICA has agreed to make a loan to the Borrower for the purpose of financing [*name of the Project*] (hereinafter called the Project);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Minutes of Contract Negotiation;
  - (b) The Special Conditions of Contract (SCC);
  - (c) The General Conditions of Contract (GCC);
  - (d) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Expert Schedule
    - Appendix D: Remuneration Cost Estimates
    - Appendix E: Reimbursable Cost Estimates
    - Appendix F: Summary of Cost Estimates
    - Appendix G: Services, Facilities and Equipment to be provided by the Client



- Appendix H: Form of Advance Payments Security
- Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans
- Appendix J: Declaration Form as to the Eligibility of the Consulting Firm

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
  - (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed [amount] in foreign currency/currencies, and [amount] in local currency. Except as otherwise agreed between the Client and the Consultant:
    - (i) Foreign currency payments to the Consultant hereunder will be made in [currency/currencies];
    - (ii) Local currency payments to the Consultant hereunder will be made in [currency].
  - (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.

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

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

\_\_\_\_\_  
[*Authorized Representative of the Client – name, title and signature*]

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

\_\_\_\_\_  
[*Authorized Representative of the Consultant – name and signature*]

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

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

[*Name of the member in charge*]

\_\_\_\_\_  
[*Authorized Representative on behalf of a Joint Venture*]

[*Add signature blocks for each member if all are signing*]

## **II. General Conditions of Contract**

The General Conditions of Contract governing this Contract are the “General Conditions of Contract for Time-Based Contract, Annex I-II, Section 6” of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those General Conditions of Contract are available on the JICA’s web site shown below:

[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/tender/index.html](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html)

A copy of these General Conditions is not attached to this RFP/this Contract. Participating Consultants are hereby advised to download their own copy of JICA’s standard text of the General Conditions of Contract for Time-Based Contract for their reference and full understanding of the stipulations given in the Special Conditions of Contract in the succeeding pages of Section 6 of this RFP.

### **III. Special Conditions of Contract**

## Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Applicable Guidelines are those published in April 2012.
1.4	The Contract shall be executed in English.
1.6	<p>The addresses are:</p> <p>Client: Department of Transportation Central Office Pinatubo St. Corner Osmeña St., Clark Freeport Zone, Pampanga.</p> <p>Attention: Department of Transportation</p> <p>Facsimile: +(632) 790 – 8400</p> <p>E-mail:</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.8}	<p>The Lead Member is [<i>insert name of member</i>]</p> <p><i>Note: If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, delete this Clause SCC 1.8 .</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <b>TIMOTHY JOHN R. BATAN</b> Undersecretary for Railways</p> <p>For the Consultant: _____</p>
2.4	The time period shall be <b>One Hundred Eleven (111)</b> months.
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to the contract amount.
3.5	The risks and the coverage shall be as follows:

	<p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or any Sub-consultants or their Experts, in accordance with the applicable law in the Client's country at RFP Stage. <i>However, the amount and currency shall be stated in the Contract;</i></p> <p>(b) professional liability insurance, with a minimum coverage of JPY 300 Million.</p> <p>(c) employer's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Sub-consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Services.</p>
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
6.1(b)	<p>The ceiling in foreign currency is: _____</p> <p>The ceiling in local currency is: _____</p> <p>Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant are included in the ceiling amount of this Contract.</p>
6.2(c)	<p>1. <u>Adjustment of remuneration</u></p> <p>Payments for remuneration made in accordance with Clause GCC 6.2(a) in foreign and local currencies shall be adjusted as follows:</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where:  <math>R_f</math> is the adjusted remuneration;</p>

$R_{fo}$  is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

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

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_f$  and  $I_{fo}$  in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*].

- (b) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 12<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:

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

where:

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in local currency;

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

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

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_l$  and  $I_{lo}$  in the adjustment formula for remuneration paid in local currency: National Statistics Office of the Philippines.

## 2. Adjustment of reimbursable expenses

Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in foreign and local currencies shall be adjusted as follows:

Reimbursable expenses pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with

	<p>effect for the reimbursable expenses in the 12<sup>th</sup> calendar month after the date of the Contract) by applying the following formula for each of the currencies of payment under the Contract:</p> $P = P_o \times \frac{I}{I_o}$ <p>where <math>P</math> is the adjusted reimbursable expenses, <math>P_o</math> is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, <math>I</math> is the relevant official index in the country of the currency for the first month for which the adjustment is to have effect and, <math>I_o</math> is the relevant official index in the country of the currency for the month of the date of the Contract.</p> <p>The Index <math>I</math> for each of the currencies of payment under the Contract shall be [<i>insert indices</i>].  [<i>These proxy indices shall be proposed by the Consultant, subject to acceptance by the Client.</i>]</p>
<p><b>6.3 (a) and (b)</b></p>	<p>[<i>This clause to be itemized and finalized at Contract negotiations</i>]</p> <p>The Client warrants that:</p> <p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts</p> <p>any local taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</li> </ul>



	<p>(i) the Consultant, Sub-consultants and Experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> <p>(e) any goods and services procured locally by the Consultant or Sub-consultants for the purpose of carrying out the Services.</p> <p><b>Note:</b> Items/options which are not applicable should be deleted.</p>
6.4	<p>The currencies of payment shall be the following:</p> <p>(i) United States Dollar, USD</p> <p>(ii) Japanese Yen, JPY</p> <p>(iii) Philippine Peso, PHP</p>
6.5(a)	<p>The amount of the advance payment is:</p> <ul style="list-style-type: none"> <li>- 13% of the Contract Amount in foreign currency; and</li> <li>- 13% of the Contract Amount in local currency.</li> </ul> <p>The advance payment securities shall be in the amounts and in the currencies of the advance payment.</p> <p>The advance payment security is in the form of Bank Guarantee.</p> <p>The advance payment will be set off by the Client in equal installments against the invoices for the first Thirty (30) months of the Services commencing in the first (1<sup>st</sup>) month until the advance payment has been fully set off.</p> <p>Disbursement Procedure</p> <p>The disbursement procedure mentioned in Section 5.01 of the General terms and Conditions shall be Transfer Procedure and/or Reimbursement Procedure as stipulated in the Schedule 5 and Schedule 6.</p> <p>Schedule 5 Transfer Procedure</p>

Brochure on Transfer Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time (hereinafter referred to as the “Transfer Brochure”), shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments to be made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Transfer Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in this Schedule, including the Transfer Brochure, shall be Bangko Sentral ng Pilipinas.
3. The local currency of the Borrowers country wherever mentioned in the Transfer Brochure is Philippine Peso.
4. The supporting documents evidencing each payment and its usage, as mentioned in 3.02. (1)(d) and 4.02 (1)(d) of the Transfer Brochure, shall be as follows;

The claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them.

#### Schedule 6 Reimbursement Procedure

Brochure on Reimbursement Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the “Reimbursement Brochure”) shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be Bangko Sentral ng Pilipinas.
3. The Supporting documents evidencing each payment and its usage, as mentioned in Section 2.01 (b) of the Reimbursement Brochure shall be as follows:
  - a. The claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and
  - b. The receipt from the consultant(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).

<b>6.5(e)</b>	The accounts are:  - for foreign currency: [ <i>insert account</i> ]. - for local currency: [ <i>insert account</i> ].

## **IV. Appendices**

## Appendices

### Appendix A – Description of Services

*Note:* This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### Appendix B – Reporting Requirements

*Note:* 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.”

### Appendix C – Expert Schedule

*Note:* Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal and finalize at the Contract’s negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant’s Technical Proposal) updated and signed by the respective Key Experts.

### Appendix D – Remuneration Cost Estimates

*Note:* Insert Form FIN-3 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

### Appendix E – Reimbursable Cost Estimates

*Note:* Insert Form FIN-5 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

### Appendix F – Summary of Cost Estimates

*Note:* Insert Form FIN-2 of the Consultant’s Financial Proposal and finalize at the contract negotiations.

### Appendix G – Services, Facilities and Property to be Provided by the Client

*Note:* See Clause GCC 5.1, GCC 5.4(a) and GCC 5.5(a). List the services, facilities, property and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided.

## **Appendix H – Form of Advance Payment Security**

*Note: See Clause GCC 6.5(a) and Clause SCC 6.5(a). The Client should insert here an acceptable form of an advance payment security. An example is set forth below.*

## **Appendix I – Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan**

*Note: Form TECH-9 in Section 3 is used for this Appendix.*

## **Appendix J – Declaration Form as to the Eligibility of the Consulting Firm**

*Note: Form TECH-10 in Section 3 is used for this Appendix.*

## Appendix H – Form of Advance Payment Security Bank Guarantee for Advance Payment

\_\_\_\_\_ [Bank's Name and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract] (hereinafter called “the Consultants”) has entered into Contract No. [reference number of the contract] dated [date] with you, for the provision of **General Consultant for the Metro Manila Subway Project (MMSP) – Phase I** (hereinafter called “the Contract”).

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

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the

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

Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of [month] [year] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period of one year or until the advance payment has been fully recouped, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

---

*[signature(s)]*

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



## Section 7. Eligible Source Countries of Japanese ODA Loans

### Eligible Nationality

- (1) The Eligible Nationality of the Supplier(s) shall be the following:
  - a. Japan in the case of the prime contractor; and
  - b. All countries and areas in the case of the sub-contractor(s).
  
- (2) With regard to (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
  
- (3) With regard to (1) and (2) above,
  - a. For consulting services:
    - i. The prime contractor or, in the case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall satisfy all of the following conditions:
      - A majority of a subscribed shares shall be held by nationals of Japan or juridical persons incorporated and registered in Japan;
      - A majority of the full-time directors shall be nationals of Japan; and
      - Such firms shall be incorporated and registered in Japan.
    - ii. The partners except Japanese partners of a joint venture, shall satisfy all of the following conditions:
      - A majority of the subscribed shares shall be held by nationals of Japan or the Republic of the Philippines, or juridical persons incorporated and registered in Japan or the Republic of the Philippines;
      - A majority of the full-time directors shall be nationals of Japan or the Republic of the Philippines; and
      - Such firms shall be incorporated and registered in Japan or the Republic of the Philippines.

The following declaration as to the eligibility of the consulting firm, signed and dated by the consulting firm, shall be attached to each contract:

“ I the Undersigned, hereby certify that the (name of the prime contractor) is incorporated and registered in Japan; that a majority of its subscribed shares is held by nationals of Japan or juridical persons incorporated and registered in Japan; and that a majority of its full-time directors is nationals of Japan.”

In the case where the prime contractor is a joint venture, the following declaration, signed and dated by the lead partner of the joint venture, shall be attached to each contract instead of the declaration stated in the above:

“I, the Undersigned, hereby certify that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount; that the lead partner and other partners regarded as Japanese partners have been incorporated and registered in Japan; that a majority of their subscribed shares is held by nationals of Japan or juridical persons incorporated and registered in Japan; and that a majority of their full-time directors is nationals of Japan.”

“I, the Undersigned, further certify that the partners except Japanese partners have been incorporated and registered in Japan or the Republic of the Philippines; that a majority of their subscribed shares is held by nationals of Japan or the Republic of the Philippines; and that a majority of their full-time directors is nationals of Japan or the Republic of the Philippines.”

*ODA LOGO*

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