
REQUEST FOR PROPOSALS

**Selection of Consulting Services
for
the Procurement, Construction
Supervision and Management, and
Operation and Maintenance Advisory
Services**

Client: Department of Transportation

Country: Republic of the Philippines

**Project: Maritime Safety Capability
Improvement Project for the Philippine
Coast Guard (Phase II)**

Loan No.: PH-P263

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Section 1. Letter of Invitation

Letter of Invitation

Invitation No.01; Loan No. PH-P263

Manila, Philippines,

16 November 2017

Mr. Kenji TOKUDOME

President

Shipbuilding Research Center of Japan Inc.

Kichijoji Subaru Building, 3F, 1-6-1

Minamicho, Kichijoji, Musashino,

Tokyo 180-0003, Japan

Attention: **Mr.TOKUDOME**

1. The Government of the Republic of the Philippines (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) for the implementation of Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) (hereinafter called "the Project").
2. The Department of Transportation (DOTr) now invites proposals to provide the following consulting services: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services. More details on the services are provided in the Terms of Reference.
3. Your firm is one of five (5) Consultants being invited to present a proposal for consulting services.
 - a. Shipbuilding Research Centre of Japan Inc.
 - b. Japan Marine Science Inc
 - c. Fisheries Engineering Co., Ltd.
 - d. Overseas Agri-Fisheries Consultants Co. Ltd.
 - e. Fishing Boat and System Engineering Association
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality- and Cost-Based Selection (QCBS) 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
- Section 5 – Terms of Reference
- Section 6 –Standard Form of Contract
- Section 7 – Eligible Source Countries of Japanese ODA Loans

7. Please inform in writing this Department, 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
–PS-DBM Compound
Cristobal Street, Paco, Manila
1007 Metro Manila, Philippines
Tele Fax Number: (02) +632-561-70-25
E-mail Address: pd10@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,

(SGD.) Atty. Michelle Anne B. Recto, LL.M.
Chairperson, Bids and Awards Committee 10

Letter of Invitation

Invitation No.02; Loan No. PH-P263

Manila, Philippines,

16 November 2017

Mr. Hiroshi SEKINE

President

Japan Marine Science Incorporated

Solid Square West Tower 3F

580, Horikawa-cho, Saiwai-ku,

Kawasaki-City,

Kanagawa 212-0013, Japan

Attention: **Mr. SEKINE**

1. The Government of the Republic of the Philippines (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) for the implementation of Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) (hereinafter called "the Project").
2. The Department of Transportation (DOTr) now invites proposals to provide the following consulting services: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services. More details on the services are provided in the Terms of Reference.
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 2. Japan Marine Science Inc
 3. Fisheries Engineering Co., Ltd.
 4. Overseas Agri-Fisheries Consultants Co. Ltd.
 5. Fishing Boat and System Engineering Association

4. It is not permissible to transfer this invitation to any other firm.
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Tele Fax Number: (02) +632-561-70-25
E-mail Address: pd10@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,

(SGD.) Atty. Michelle Anne B. Recto, LL.M.
Chairperson, Bids and Awards Committee 10

Letter of Invitation

Invitation No.03; Loan No. PH-P263

Manila, Philippines,

16 November 2017

Mr. Kuniaki TAKAHASHI

President

Fisheries Engineering Co. Ltd.

16-8 Shinjuku 2-chrome,

Shinjuku-ku, Tokyo 160-0022, Japan

Attention: **Mr. TAKAHASHI**

1. The Government of the Republic of the Philippines (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) for the implementation of Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) (hereinafter called "the Project").
2. The Department of Transportation (DOTr) now invites proposals to provide the following consulting services: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services. More details on the services are provided in the Terms of Reference.
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4. It is not permissible to transfer this invitation to any other firm.
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Address:

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1007 Metro Manila, Philippines
Tele Fax Number: (02) +632-561-70-25
E-mail Address: pd10@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,

(SGD.) Atty. Michelle Anne B. Recto, LL.M.
Chairperson, Bids and Awards Committee 10

Letter of Invitation

Invitation No.04; Loan No. PH-P263

Manila, Philippines,

16 November 2017

Mr. Shimada MUNEHIRO

Managing Director
Overseas Agri-Fisheries Consultants Co. Ltd
2F, Kanda 4th AMELEX Bldg.
2-13 Kanda Tsukasamachi, Chiyoda-ku,
Tokyo 101-0048, Japan.

Attention: **Mr. MUNEHIRO**

1. The Government of the Republic of the Philippines (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) for the implementation of Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) (hereinafter called "the Project").
2. The Department of Transportation (DOTr) now invites proposals to provide the following consulting services: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services. More details on the services are provided in the Terms of Reference.
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 4. Overseas Agri-Fisheries Consultants Co. Ltd.
 5. Fishing Boat and System Engineering Association
4. It is not permissible to transfer this invitation to any other firm.
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- (a) That you received the Letter of Invitation; and
 - (b) Whether you will submit a proposal alone or as a joint venture.

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1007 Metro Manila, Philippines
Tele Fax Number: (02) +632-561-70-25
E-mail Address: pd10@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,

(SGD.) Atty. Michelle Anne B. Recto, LL.M.
Chairperson, Bids and Awards Committee 10

Letter of Invitation

Invitation No.05; Loan No. PH-P263

Manila, Philippines,

16 November 2017

Mr. Yasuo ISHIMOTO

Managing Director

Fishing Boat and System Engineering Association

2F, Animo-san Kaikan Building, 3-15-8

Nihonbashi, Chuo-ku, Tokyo 103-0027, Japan.

Attention: **Mr. ISHIMOTO**

1. The Government of the Republic of the Philippines (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) for the implementation of Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) (hereinafter called "the Project").
2. The Department of Transportation (DOTr) now invites proposals to provide the following consulting services: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services. More details on the services are provided in the Terms of Reference.
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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,

(SGD.) Atty. Michelle Anne B. Recto, LL.M.
Chairperson, Bids and Awards Committee 10

Section 2.

Selection Procedures

The Instructions to Consultants governing this selection process are the "Instructions to Consultants, Option B – QCBS, 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 web site shown below:

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.

Option B: QCBS - Data Sheet

Paragraph Reference	
1. (b)	The Applicable Guidelines for the Employment of Consultants under Japanese ODA Loans, published in April 2012
2.1	<p>Amount of the Loan Agreement: Japanese Yen 16,455 Million Signed date of the Loan Agreement: October 26, 2016 Name of Project: Maritime Safety Capability Improvement Project for the Philippine Coastal Guard (Phase II)</p> <p><u>ELIGIBLE Nationality</u></p> <p>(1) The Eligible Nationality of the Supplier(s) shall be the following:</p> <ol style="list-style-type: none"> a. Japan in the case of the prime contractor; and b. All countries and areas in the case of the sub-contractor(s) <p>(2) With regard to sub-section (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.</p> <p>(3) With regard to sub-section (1) and (2) above,</p> <ol style="list-style-type: none"> a. When consulting firms are employed, the prime contractor or, in the case of joint venture, the lead partner and other partner regarded as the Japanese partners shall satisfy all of the following conditions: <ol style="list-style-type: none"> i. A majority of the subscribe shares shall be held by Japanese nationals; ii. A majority of the full time-directors shall be Japanese national; and iii. Such firms shall be incorporated and registered in Japan. b. When consulting firms are employed, the partners

	<p>except Japanese partners of a joint venture shall satisfy all of the following conditions:</p> <ol style="list-style-type: none"> i. A majority of the subscribe shares shall be held by nationals of Japan or the Republic of the Philippines; ii. A majority of the full time-directors shall be nationals of Japan or the Republic of the Philippines; and iii. Such firms shall be incorporated and registered in Japan or the Republic of the Philippines
2.2	Name of the Client: Department of Transportation (DOTr) and the Philippine Coast Guard (PCG)
2.3	Name of the assignment: Procurement, Construction, Supervision and Management, and Operation and Maintenance Advisory Services
2.4	<p>A pre-proposal conference will be held: Yes <u>x</u> No ____ <u>November 29, 2017 (Wednesday)</u> at 10:00 AM, at the Client's Representative.</p> <p>The Client's Representative is:</p> <p>Address:</p> <p>Atty. Michelle Anne B. Recto, LL.M. Chairperson, Bids and Awards Committee 10</p> <p>Procurement Service PS-DBM Compound Cristobal Street, Paco, Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-70-25 E-mail Address: pd10@ps-philgeps.gov.ph</p>
2.5	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> 1. Make available to the Consultant existing reports and data related to the Project such as Draft Bidding Documents for Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II) as maybe allowed under Philippine Laws. 2. Furnish all available data, maps and information required for the execution of the services as maybe allowed under Philippine Laws.

4.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
6.3	Proposals shall be submitted in the following language: English
7.1	Proposals must remain valid 90days after the submission deadline date, i.e. until: <u>April 03, 2018</u>
7.8 (b)	<p>The fixed portion of the price of the Financial Proposal shall be adjusted by the following factor:</p> <p>The local currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the amounts payable under the Contract shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p> <p style="text-align: center;"><i>Factor of Adjustment = $\frac{\text{Consumer Price Index at the time of Award}}{\text{Consumer Price Index at the date stipulated at DS14.69(i)}}$</i></p>
8.1	<p>Clarifications may be requested by <i>21 days before the submission deadline date.</i></p> <p>The address for requesting clarifications is:</p> <p>Atty. Michelle Anne B. Recto, LL.M., Chairperson, Bids and Awards Committee 10</p> <p>Address:</p> <p style="padding-left: 40px;">Procurement Service –PS-DBM Compound Cristobal Street, Paco, Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-70-25 E-mail Address: pd10@ps-philgeps.gov.ph</p>
11.1 (i)	<p>Minimum numbers of man-months for Experts are:</p> <ul style="list-style-type: none"> - International Experts: 94.9 man-months - Local Experts: 23 man-months - Total: 117.9 man-months

	<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 transportation 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 space, office operations, support personnel and other related transactions;</p> <p>(8) Provisional sums; and</p> <p>(9) Cost of such other items required for purposes of the Services not covered in the foregoing.</p>
<p>11.1 (ii) c</p>	<p>Amount for provisional sums:</p> <ul style="list-style-type: none"> - for foreign currency: None - for local currency: None <p>Contingency amount:</p> <ul style="list-style-type: none"> - for foreign currency: JPY34.0 Million - for local currency: Php2.0 Million
<p>11.2</p>	<p>Tax exemption:</p> <p>(1) GOP, through its Executing Agency, shall assume the payment of all taxes and levies for Japanese companies operating as suppliers, contractors and/or consultants,</p> <p>(2) GOP, through its Executing Agency, will not withhold any part of fiscal levies and taxes including the VAT when making payments for their purchases of product and services to the Japanese companies operating as supplies, contractors, and/or consultants and</p> <p>(3) GOP, through its executing agency will be responsible for the</p>

	<p>liquidation or settlement of such taxes and levies including Value Added Tax (VAT).</p> <p>The necessary procedure related to VAT are already stipulated in various government circulars including Bureau of Internal Revenue (BIR)'s RMC42-99 and Department of Budget and Management (DBM)'s Budget Circular No. 20016-12</p> <p>If the Consultant, its Sub-consultants and Experts are not responsible for meeting all tax liabilities arising out of the Contract, in the Client's country, complete this Clause 11.2 of the Data Sheet; otherwise delete the Clause</p>
11.3	<p>The other international traded currency(ies) permitted are: (i) US dollar</p> <p>Consultants must state the portion of their price representing local cost in US Dollar</p>
12.3	Number of copies of the Technical Proposal: one (1) original and five(5) copies
12.5	<p>Time and date of the Proposal submission deadline:</p> <p>Time: <u>10:00 AM</u> Date: <u>January 03, 2018</u></p>
12.6	<p>Consultants must submit the original and copy of the Technical Proposal, and the original Financial Proposal to the Client's Representative to the following address:</p> <p>Client's Representative:</p> <p>Procurement Service –PS-DBM Compound Cristobal Street, Paco, Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-70-25 E-mail Address: pd10@ps-philgeps.gov.ph</p> <p>Proposals must be submitted no later than the following date and time:</p> <p>Time: 10:00 AM Date: January 03, 2018</p>
14.2	Criteria, sub-criteria, and point system for the evaluation are:

	<u>Points</u>
(i) Experience of the Consultants relevant to the assignment:	
a) Experience of international projects of comparable size, complexity and technical specialty	[6]
b) Experience in developing countries under comparable conditions	[2]
c) Experience in Japanese ODA projects	[2]
Total points for criterion (i):	[10]
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical approach and methodology	[15]
b) Work plan	[9]
c) Organization and staffing	[6]
Total points for criterion (ii):	[30]
(iii) Key Experts' qualifications and competence for the assignment:	
a) Project Manager	[15]
b) Naval Architect	[10]
c) Machinery/Mechanical Engineer	[6]
d) Electrical Engineer	[6]
e) Deck Engineer/Deck Hull Supervisor	[6]
f) Machinery Supervisor (as in the TOR)	[6]
g) Document/Contract Specialist	[4]
h) Assistant Project Manager (Local)	[7]
Total points for criterion (iii):	[60]
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:	
1) General qualifications	[30%]
2) Adequacy for the assignment	[50%]
3) Familiarity with the language and the conditions of the Country	[20%]
Total weight:	100%
Total points for the three criteria:	100
The minimum technical score (St) required to pass is:70 Points	
14.4	Expected date (month/year) for public opening of Financial

	<p>Proposals: February 12, 2018 at the Client's Representative office address:</p> <p>Procurement Service –PS-DBM Compound Cristobal Street, Paco, Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-70-25 E-mail Address: pd10@ps-philgeps.gov.ph</p>
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14.6(i)	<p>The single currency for price conversion is: Japanese Yen</p> <p>The source of official selling rates is the TTS rate quoted by the Bank of Tokyo-Mitsubishi UFJ.</p> <p>The date of exchange rates is 14 days before the date of public opening of Technical Proposal</p>
14.8	Quality-Cost Ratio:80:20
15.1	<p>Expected date and address for contract negotiations: March 05, 2018 at the Client's Representative office address:</p> <p>DOTr Clark Office, Pinatubo Street Corner Osmeña Street, Clark Freeport Zone, Clarkfield Pampanga</p>
17.2	<p>Expected date for commencement of consulting services: April 2018 at the Office of Department of Transportation</p>

Section 3. Technical Proposal - Standard Forms

Declaration Form

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 (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 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 above:}

" I, the Undersigned, hereby certify that the total share of work of Japanese partners in the joint ventures 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, or juridical persons incorporated and registered in 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."

Table of Technical Forms

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client] Department of Transportation

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert name of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed 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]

Form TECH-2: Consultant's Organization and Experience

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\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. 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: _____

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

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.]

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

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

1. General

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

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

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.]

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

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

4. Membership in Professional Associations and Publications:

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

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****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]*¹ Day/Month/Year



Full name of authorized representative: _____

¹This 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.

FormTECH-7:Expert Schedule¹

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

- 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-KeyExperts 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

FormTECH-8: Work Schedule

N°	Activity ¹	Months ²												
		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 World Bank Group has NOT debarred the Consultant for more than one year since the date of issuance of the Request for Proposals¹.

<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: +63-2-889-7119

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.

Authorized Signatory

*[Insert name of signatory; title
]*

For and on behalf of the Consultant

Date:

Section 4. Financial Proposal - Standard Forms

Table of FinancialForms

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

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*insertname 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 figures¹*].

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: _____

1 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 *(Illustrative Example)*

Invitation No.:

Competitive Components: Currency	US\$	JPY	Local
---	-------------	------------	--------------

<i>Remuneration</i>	399,000	42,750,500	1,695,000
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<i>Reimbursable Expenses</i>	98,810	100,000	
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<i>Sub-Total¹</i>	497,810	42,750,500	1,795,000
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Non-Competitive Components:

<i>Provisional Sums²</i>	158,500		
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<i>Contingencies^{2, 3}</i>	65,631	4,275,000	179,500
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<i>Indirect Taxes Estimates⁴</i>	49,781	10,000	
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<i>Sub-Total</i>	273,912	4,275,000	189,500
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<i>Total</i>	771,722	47,025,500	1,984,500
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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 (*Illustrative Example*)

Invitation No:

Key Experts				Home Ofc RateField Rate	Sub-	
Employment	Name of Expert	Position	International/LocalStatus¹Currency(per mo)	Months(permo)Months	Total	
XXXFT	USD			24,500 5	25,40010	376,500
	<i>Civil Engineer</i> <i>(International)</i>					
YYY		OSJPY	002,850,0015	42,750,000		
	<i>Community Development Specialist</i> <i>(International)</i>					
ZZZ		FTEUR	23,500	2024,500	50	

1,695,000

Irrigation Specialist
(International)

Non-Key Experts				Home Ofc RateField Rate	Sub-		
Employment	Name of Expert	Position	International/LocalStatus¹Currency(per mo)	Months(per mo)	Months	Total	Sub-
AAA			USD0	1,500		1522,500	
	<i>Irrigation Specialist</i> <i>(Local)</i>						

- 1 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-5: Breakdown of Reimbursable Expenses

Invitation No.:

Foreign	Unit	Currency	Unit Cost	Qty	Cost
<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
Local	Unit	Currency	Unit Cost	Qty	Cost
<i>National Air Travel</i>	RT	USD	100	5	500
<i>Office Operations,</i>					
<i>LC (Office Supplies, Support Staff)</i>	Month	USD	350	6	2,100
<i>Supporting Staff</i>	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

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

- 1** Forms FIN-1 to FIN-5 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 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th 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 ExpertSchedule (Form TECH-7, Section 3).

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

6 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.

Section 5. Terms of Reference

**Terms of Reference
for the
Procurement, Construction Supervision and Management, and
Operation and Maintenance Advisory Services
for the
Maritime Safety Capability Improvement Project for the Philippine Coast
Guard (Phase II)**

I. PROJECT INFORMATION

A. Background

The Government of the Republic of the Philippines (GOP) has applied for and granted a loan from the Japan International Cooperation Agency (hereinafter referred to as "JICA") to finance the implementation of the Maritime Safety Capability Improvement Project (Phase II) for the Philippine Coast Guard (PCG) (hereinafter referred to as "the Project"). The Project refers to the Acquisition of two (2) 94 Meter Multi-Role Response Vessels (MRRVs).

The Project aims to improve the capabilities of the PCG in the performance of its mandated functions on maritime safety, maritime search and rescue, maritime law enforcement, marine environmental protection, and maritime security.

B. Scope of the Project

The Project comprises the following components:

- i) Consulting Services for Procurement, Construction Supervision and Management, and Operation and Maintenance Advisory Services; and
- ii) Construction and delivery of two (2) 94 Meter Multi-Role Response Vessels (MRRVs) and related services.

C. Location of the Project

The two (2) 94 Meter Multi-Role Response Vessels (MRRVs) will be constructed in Japan and delivered to PCG Headquarters in Manila, Philippines.

D. Implementation Schedule

The Project is expected to start in April 2018 and will be completed in November 2023, including the 12 months of the contractor's defect liability period and 24 months on the operation and maintenance period.

E. Organization for Project Implementation

The organizational structure for project implementation is as follows:

Executing Agency(EA) :	Department of Transportation (DOTr)
Implementing Agency (IA):	Department of Transportation (DOTr) and Philippine Coast Guard (PCG)
Project Management Office:	Philippine Coast Guard (PCG) DOTr PMO-PCG composed jointly of members from DOTr and PCG

As the Executing Agency, the DOTr, representing the GOP, shall oversee the project implementation and it shall organize a Project Steering Committee (PSC), comprising of representatives from DOTr and PCG. The PSC shall meet whenever necessary to monitor and evaluate the project implementation status and provide guidance to the PMO-PCG on the matter.

The EA will also establish a Technical Working Group (TWG), which will be responsible for the preparation of tender documents. The Department of Budget and Management- Procurement Service (DBM-PS) will review and comment on the said documents and recommend to the Secretary (DOTr) for final approval.

As the Implementing Agency and end user of the Project, PCG is responsible for reviewing and endorsing all technical matters during the planning, implementation, and operation and maintenance stages. It will also officially report to DOTr, for appropriate action, on technical issues, comments, observations arising from the Project. PCG is also responsible in the conduct of an ex-post evaluation during the operation and maintenance stage of the Project.

The existing Project Management Office "DOTr PMO-PCG" for Maritime Safety Capability Improvement Project (L/A signed in 2013) will serve as the PMO for this Project. The PMO is headed by the Project Manager, Assistant Project Manager and other members selected from both DOTr and PCG. The PMO-PCG shall be responsible for the day-to-day monitoring and supervision on the performance of the Consultant and the Contractor to ensure the proper and timely execution of the Project in all the stages.

F. Technical information for the Project, Phase II

Relevant documents, which will be made available to the Consultant include the following:

- i) Feasibility study and implementation plan reports on procurement of MRRVs.

- ii) Report on review of basic design and technical specifications; and
- iii) Bidding documents for the construction of Two (2) 94-meter MRRVs.

G. Related Projects

The Consultant will be provided with information and data on the following related projects:

- i) Maritime Safety Capability Improvement Project implemented from 2013 to 2018;
- ii) Technical cooperation project entitled "The Project for Comprehensive Practical Capability Improvement for Maritime Law Enforcement" involving PCG, as provided through JICA grant program.

II. OBJECTIVE OF CONSULTING SERVICES

The consulting services shall be provided by an international consulting firm (hereinafter referred to as "the Consultant") in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012.

It aims to ensure that the two (2) 94-meter MRRVs are constructed in accordance with the specifications required in the contract executed between the DOTr-PCG and the Vessel Contractor (herein after referred to as "Contractor") and delivered in Manila, Philippines within the agreed time schedule, for its immediate deployment and utilization, considering the present thrust of the Government to protect its territorial waters.

In order to achieve this objective, the Consultant shall undertake the following:

- (1) Procurement/tender assistance;
- (2) Supervision during Construction and Delivery of Vessels – including review of detailed design and drawings, specifications, shop drawings, construction plans and other related documents prepared by the contractor, construction supervision and inspection, sea trial supervision, etc. during and after vessel construction activities;
- (3) Assist/Coordinate in Training and Technology Transfer
 - i. Crew Training and Machinery Operation,
 - ii. Troubleshooting/Diagnostic and Maintenance Training
- (4) Assist/Coordinate in Training for Operation and Maintenance (after delivery of the vessels); and
- (5) Other Administrative Assistance – involves other related logistical, managerial, reporting/documentation requirements.

III. SCOPE OF CONSULTING SERVICES

The following describes the detailed scope of services to be rendered by the consultants:

A. Procurement/Tender Assistance

- 1) Assist DOTr in drafting the TOR for the project.
- 2) Assist DOTr in reviewing the qualifications of shortlisted shipbuilding firms in terms of their experiences, capabilities and financial capacity for the construction of a 94-meter MRRVs;
- 3) Assist DOTr in reviewing/evaluating the pre-qualifications of interested and prospective contractors under the Limited International Bidding (LIB) method;
- 4) Assist DOTr in issuing bid invitations to short list of contractors,
- 5) Assist DOTr in the conduct of pre-bid conference, issuance of addendum/bid bulletin, and clarifications to bidder's queries;
- 6) Assist DOTr in evaluating the bids in accordance with the criteria set forth in the bidding documents;
- 7) Assist DOTr in preparing bid evaluation reports for approval of the DOTr-BAC and JICA;
- 8) Assist DOTr in contract negotiations with the selected contractor; and
- 9) Assist DOTr in the preparation of draft and final contract agreement.

B. Supervision during Construction and Delivery of Vessels

The Consultant shall perform construction supervision services, in accordance with the duties and responsibilities required in the Standard Bidding Documents under Japanese ODA Loans for Procurement of Plant Design, Supply and Installation. The Consultant shall:

- 1) Supervise the construction and contract administration services in accordance with the power and authority to be delegated by the Executing Agency;
- 2) Provide assistance to the Executing Agency concerning variations and claims which are to be ordered/issued at the initiative of the Executing Agency;

- 3) Assist Executing Agency in the issuance of appropriate instructions, approvals and notices relative to the implementation of the Project;
- 4) Provide recommendations to the Executing Agency for acceptance of the Contractor's performance security, advance payment, and required insurances;
- 5) Inspect all materials, labor and equipment provided by the Contractor and shall submit results of inspection to the Executing Agency;
- 6) Evaluate and recommend for approval by the Executing Agency the Contractor's method of works, including site organization, program of performance, quality assurance system, safety plan and method statements of safety, as required in the applicable laws and regulations, the specifications or other parts of the contract must be complied with;
- 7) Review and recommend approval by the Executing Agency on the proposals submitted by the Contractor, which include shipbuilders' production method/process, quality control, work program/schedule, material sources, labor and equipment requirements;
- 8) Regularly monitor construction-in-progress and recommend to the Contractor appropriate action to evaluate and expedite the shipyard works, if necessary, to strictly comply with the ship building standards and project timeline as provided for in the contract and the same shall be reported to the Executing Agency;
- 9) Assist in clarifying any ambiguities in the Contract Documents and recommend necessary appropriate measures for immediate actions by the Executing Agency and the Contractor;
- 10) Review, evaluate and certify as-built drawings prepared by the Contractor and submit the results of the same to the Executing Agency;
- 11) Review and recommend, for approval by the Executing Agency, the detailed ship design drawings to be constructed by the Contractor, to include the computerized 3D animation, shop drawings and others;
- 12) Recommend/Remind the Contractor to undertake all necessary coordination with the appropriate authorities to ensure that all the affected utility services are promptly relocated during the ship construction;
- 13) Carry out shipyard inspections to ensure that the Contractor's work

schedule is in line with the agreed timeline as specified in the contract and submit to Executing Agency the results of the inspection:

- 14) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work;
- 15) Prepare and officially submit minutes of administrative and technical meetings to the Executing Agency and the Contractor;
- 16) Monitor the works of the Contractor in terms of work quality, safety, and environmental protection to ensure compliance to all the contractual requirements;
- 17) Ensure the regular presence of a Shipyard Safety Officer at the project site to be assigned by the Contractor;
- 18) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop and manufacturing tests in accordance with the requirements of the Executing Agency and submit results of the inspection to the Executing Agency;
- 19) Review and recommend to the Executing Agency possible modifications, variations or change orders that may arise which have not been anticipated in the contract documents prior to contract signing and approval;
- 20) Coordinate the works among the different sub-contractors employed for the Project.
- 21) Review payment applications submitted by the Contractor for subsequent issuance of payment certificates, such as interim payment certificates and final payment certificate as specified in the contract;
- 22) Inspect, verify and recommend for approval by the Executing Agency claims issued by the Contractor;
- 23) Carry out timely reporting to the Executing Agency for any inconsistency in executing the works and recommend appropriate corrective measures to be applied;
- 24) Assist in the conduct of tank and inclination test to ensure that the vessel design is within the safety standard and submit results to the Executing Agency:

- 25) Inspect/test major equipment/machineries and conduct sea trials at shipyard; *and* submit reports to the Executing Agency on the results of the said inspection/testing and sea trials;
- 26) Supervise in the conduct of sea trial of the vessels carried out by the Contractor, validate the result of the sea trial, and check and examine the Contractor's sea trial report; and submit reports to Executing Agency on the results of the said sea trial;
- 27) Assist in evaluating the performance of the vessel at the shipyard during the conduct of dock trial and initial sea trial in Japan being carried out by the Contractor, and recommend to the Executing Agency the issuance of Certificate of Acceptance, as specified in the contract;
- 28) Assist in the conduct of final sea trial and performance test carried out by the Contractor at delivery site in the Philippines;
- 29) Evaluate and recommend for approval by the Executing Agency the Contractor's report on the final sea trial and performance test, and the issuance of the Final Certificate of Acceptance as specified in the Contract;
- 30) Regularly conduct inspection and monitoring as required by the Executing Agency during the 12-month defects liability period, and, if any defects are observed, instruct the Contractor to rectify, and perform the necessary re-inspection or re-examine the remedial works already completed, and officially submit reports to Executing Agency on the results of the said inspection and monitoring;
- 31) Assist the Implementing Agency in monitoring the reference indicators as specified in the Minutes of Discussions for the Project;
- 32) Evaluate and certify the operation and maintenance manual prepared by the Contractor;
- 33) Assist in settling disputes or differences in opinions, which may arise between the Executing Agency and the Contractor in connection with, or arising out of the construction contract or the execution of the construction and installation, except litigation and arbitration;
- 34) Advise the Executing Agency on resolution of any dispute with the Contractor; and
- 35) Perform other tasks necessary to fulfill the aforementioned duties and responsibilities in the supervision and management of the procurement, construction and delivery of the MRRVs.

C. Assistance and supervision for training on ship handling and maintenance of the equipment by the Contractor on Training and Technology Transfer

Provide technical advice and supervision on education and training on the following, to be implemented by the Contractor:

- 1) Overall ship handling training to be conducted at the Shipyard (Deck Department, Engine Department, Navigation Department, and Communications Department.) – including the operation of RHIB, anchor handling, and on-board equipment; and
- 2) Special Training on daily maintenance, periodical inspection, troubleshooting etc. for major equipment such as Main Engine, Generator, Steering gear and other navigational and communication equipment to be conducted by the respective manufacturers. It shall include training on HF RDF (Radio Direction Finder).

D. Assist in conduct of training necessary for the effective operation and maintenance of MRRVs

The following are to be conducted by the Contractor or by third parties to be contracted out by them during or after the construction:

- 1) ECDIS (Electronic Chart Display and Information System) training in conformity with IMO model course;
- 2) Bridge Simulator training for Berthing/Leaving of the vessel and for Bridge Resource Managements (BRM);

Other General or Specific Training required for Large Ship Operation in compliance with STCW for Deck Officers and Ship Engineers to be provided in Maritime Training Schools in the Philippines or other countries.

The Consultant shall also conduct On site assessment/evaluation on the performance of the Contractor or by third parties on the operation and maintenance training and other necessary guidance after the certain period of the vessel delivery.

On site assessment/evaluation of PCG's performance on the maintenance of the introduced Patrol Vessels and necessary guidance/training to be conducted by the engine/equipment manufacturer or the shipbuilder. Evaluators/Trainers will be sent several times within two years after delivery of the vessels.

E. Assist in planning and implementation of other maritime related training necessary for operation and maintenance of the vessel.

The Consultant shall arrange with the Contractor other appropriate education and training other than those mentioned in C and D above, to be conducted by maritime institutions.

These are as follows:

- 1) Deck/Navigation Officers/Rating training; and
- 2) Marine Engineering Officers/Rating training.

F. Other Administrative Assistance

- 1) Prepare and officially submit reports to the Executing Agency, which are detailed in Section IV, REPORTS and DELIVERABLES in relation to the implementation of the Project;
- 2) Officially submit to the Executing Agency upon completion of the works, all necessary records and reports;
- 3) Prepare an Operation Management Study Report incorporating maintenance procedures and guidelines of the MRRVs during its operational life;
- 4) Provide any additional services related to the project;
- 5) Prepare a final payment certificate only when the works are completed to the satisfaction of the Executing Agency; and
- 6) Perform all other administrative duties as necessary and incidental to the satisfactory execution of the project.
- 7) Prepare an inspection plan/program for PCG for their conduct of inspections of vessel building works at the factory of the contractor/shipbuilder over the entire period of the construction works and at the time completion of each vessel, describing the travel schedule, accommodation, items of inspection, O&M training program, timing, etc. The Consultant shall assist or facilitate the selected PCG members for their conduct of the overseas travels, inspection, etc.

IV. REPORTS AND DELIVERABLES:

The Consultant shall prepare and officially submit to the Executing Agency, in accordance with the agreed timeline, the following reports with the corresponding number of copies:

	Type of Report	No. of Copies and Schedule
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1.	Inception Report	15 copies, within one month from the time of commencement of Services
2.	Pre-bid conference report	10 copies, within 1 week after the pre-bid conference report.
3.	Bid Evaluation Report	10 copies, within 1 week after each of the bid process completed.
4.	Monthly Progress Report	15 copies, within 1 week after each calendar month
5.	Quarterly Report	15 copies, within 1 week after end of every quarter;
6.	Annual Report	15 copies, within 2 weeks after the end of every 12 months;
7.	Tank Test Report	5 copies, within 1 week after the tank test
8.	Inclining Test	5 copies, within 1 week after the inclining test
9.	Shop Test Report	5 copies, within 1 week after the shop test
10.	Dock Trial Report	5 copies, within 1 week after the dock trial
11.	Sea Trial Report (Japan, Philippines)	5 copies, within 1 week after the sea trial
12.	Milestone Report	5 copies within 1 week after milestone (keel laying, launching, etc)
13.	Information Catalogues and Photos	5 copies upon request
14.	Factory inspection/ Project Inspection Report	Whenever inspection is undertaken
15.	Final/Acceptance Reports (at factory and delivery site)	15 copies of Final/Acceptance Reports upon completion of each of the works
16.	Project Completion Report	Upon issuance of Certificate of Completion including one (1) set of the construction records, "as-built" drawings, photographs, and the construction and accident reports submitted by the contractor and approved by the Consultant/Engineer

V. EXPECTED TIME SCHEDULE:

The total duration of consulting services will be 70.5 months, which include the 12 months defect liability period after the completion of the construction/delivery of vessels and 24 months for on-site assessment, evaluation and training as required above. The Consultant is expected to start the consulting services in April 2018 and to be completed in November 2023.

The overall implementation schedule is shown in Table 1.

Table 1: Target Implementation Schedule

Key Activities	Date	Duration in Months
Commencement of Consulting Services	April 2018	46.5
Bidding and award of contract for procurement of vessels	April- October 2018 (6 months)	
Commencement of Construction works	January 2019	
Delivery of 1 st vessel	July 2021	
Delivery of 2 nd vessel	November 2021	
Defect Liability Period On-site assessment /evaluation of PCG's performance	July 2021- July 2022 (1 st Vessel) November 2021- November 2022 (2 nd Vessel)	24.0
Termination of Consulting Services On-site assessment /evaluation of PCG's performance	November 2023	

VI. STAFFING REQUIREMENTS AND RESPONSIBILITIES OF KEYCONSULTANTS

A. Staffing Requirements

The consulting services will require a total of 117.9 person-months of both international and national consultants, consisting of 94.9 person-months of seven(7) International Professional (A) experts, and 23 person-months of one (1) Local Professional (B) experts over the period of 70.5 calendar months. Out of the total input of each of international professional experts, the Consultant is required to allocate some inputs for the field services (Philippines) to explain, discuss and clarify the outcome of the services during the bidding, detailed design and construction stage. The Consultant

shall include the estimated person-months for the field services in his proposal.

International [Professional (A)]	Man-months
1. Project Manager	22.1
2. Naval Architect	15.6
3. Machinery/Mechanical Engineer	18.4
4. Electrical Engineer	16.4
5. Deck Engineer/Deck Hull Supervisor	4.6
6. Machinery Supervisor	8.5
7. Document/Contract Specialist	9.3
Local [Professional (B)]	
1. Assistant Project Manager	23

B. Responsibilities of Key Consultants

In order to ensure the satisfactory and timely completion of the Project, the Consultant shall provide highly qualified personnel as indicated above, in line with the Project Implementation Schedule as shown in Section V of this TOR. The Consultant may propose additional experts and support staffs with concurrence from Executing Agency to accomplish the tasks required under the TOR. It is the Executing Agency's responsibility to select the highly qualified technical team of the Consultant. The selected technical experts should be available for the entire duration of the project. The qualifications required for the key team members are shown in **Table** below.

Qualification required for Key Team Members

Designation	Qualification
Project Manager	<p><u>Education:</u> BS in naval architecture or maritime-related courses. <u>Experience:</u> Has 15-year professional experiences in shipbuilding/marine engineering. He/she has experienced as project manager/team leader for project management, coordination, monitoring and evaluation, as well as coordinating the works of a team of experts. He/she must be familiar with international regulations and guidelines for shipbuilding. He/she preferably has experience as a project supervisor or assistant project supervisor in JBIC/JICA ODA project in the Philippines. He/she is a permanent employee of the consulting firm (the lead firm) for the last 10 years and has good communication skills in the English and Japanese languages.</p> <p>He/she will attend to the all-over project management and</p>

	<p>relations to client and other project proponents. He/she will also handle the technical and administrative management of the consultancy group, oversees its performance and accomplishment and will conduct review and coordination of design documents. Must be Physically Fit during the entire duration of the Project.</p> <p>Additional duties and responsibilities of the Project Manager would be to support the team in communication between Japan and Philippines; directing, organizing and controlling the projects, to be the most responsible on the budgets, cash flows and preliminary schedules and to track the progress and quality of work being performed.</p>
Naval Architect	<p><u>Education:</u> BS in naval architecture or in related field <u>Experience:</u> Has 10-year experience in architectural and shipbuilding design and construction supervision of vessels with size and type similar to the MRRVs. He/she shall be in-charge of the review of the design to be submitted by the Contractor for the vertical facilities and development layout. He/she should supervise construction of the vessels facilities and will provide technical coordination for design and construction interface.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>
Machinery/ Mechanical Engineer	<p><u>Education:</u> BS in Mechanical Engineering or in related field. <u>Experience:</u> Has 10-year experience in marine engineering design, specification and cost estimate preparation and installation supervision of mechanical system such as HVAC for buildings, conveying system, fuel supply system, water works sewerage treatment facilities, pumping systems, security facilities, etc.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>
Electrical Engineer	<p><u>Education:</u> BS in electrical engineering or in related field. <u>Experience:</u> Has 10-year experience in electrical engineering work, including preparation of technical specifications and supervision of installation of electrical system in marine vessel facilities. He/she shall be in-charge of the review of the designs to be submitted by the Contractor for the electrical engineering works and supervise the works, provide safety control of the electrical facilities as well as construction safety and all matter related to electrical works. He/she will likewise provide technical coordination for design and construction interface and be in-charge of all electrical related works during the conduct of value engineering.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>

Deck Engineer/ Deck Hull Supervisor	<p><u>Education</u>: BS in marine engineering or nautical science or in related field.</p> <p><u>Experience</u>: Has 10-year experiences in designing, supervision of ship building projects or general operation of ships with good communication skills in English and Japanese. He/she must be familiar with latest international regulations and guidelines for shipbuilding. He/she will conduct site construction supervision in terms of hull construction, painting deck; commissioning and trials; identify non-conformance and report it to the engineers where necessary; monitor construction schedule regularly to the engineers.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>
Machinery Supervisor	<p><u>Education</u>: At least bachelor degree in mechanical engineering or equivalent.</p> <p><u>Experience</u>: Has 10-year experiences in ship building projects and good communication skills in English and Japanese. He/she will be in charge site on site construction supervision in terms of machinery and electrical outfitting; commissioning and trials; identify non-conformance and report it to the engineers where necessary; monitor construction schedule regularly; comparing to planned schedule and report the progress regularly to the engineers.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>
Document/Contract Specialist	<p><u>Education</u>: At least bachelor degree in engineering or equivalent.</p> <p><u>Experience</u>: Has 10-year experiences in the preparation and evaluation of prequalification and tender documents using international competitive bidding procedures for bilateral or multilateral financed projects, and extensive experience in contract and document administration. Provide technical coordination for design specifications and contract administration during construction and maintenance period.</p> <p>Must be Physically Fit during the entire duration of the Project.</p>
Assistant Project Manager (Local)	<p><u>Education</u>: At least bachelor degree in engineering or equivalent</p> <p><u>Experience</u>: Has 10-year experiences including maritime transport, shipbuilding or naval architect related projects. He/she must have skills/experience in project management, monitoring and evaluation, as well as coordinating the works of a team of experts. He/she preferably has experience in JBIC/JICA ODA project in the Philippines. He/she must be Physically Fit during the entire duration of the Project.</p> <p>Additional duties and responsibilities of the Assistant Project Manager would be responsible for the overall operation of the</p>

	Project in the Philippines. Responsible for the communication between Japan and the Philippines.
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VII. OBLIGATION OF THE EXECUTING AGENCY

The Executing Agency shall:

- (1) Make available to the Consultant existing reports and data related to the Project as may be allowed under Philippine Laws.
- (2) Furnish all available data, maps and information required for the execution of the services as may be allowed under Philippine Laws.
- (3) Provide counterpart personnel as liaison with other Government agencies; and
- (4) Make necessary arrangements for the payment of custom duties, internal taxes and levies which might be imposed on the Consultant by the Government of Philippines.
- (5) Facilitate the processing of the necessary immigration procedures for the foreign experts, such as applications for entry, stay exit and work permit.
- (6) 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:
 - (i) Work permit and such other documents;
 - (ii) Entry and exit visas, residence permits, exchange permits and such other documents
 - (iii) Clearance through customs; and,
 - (iv) Instruction and information to officials, agent and representatives of the Executing Agency.

Note: The Consultant shall establish an office within the premises or proximity of the DOTr-PMO PCG for immediate coordination/consultation during the entire duration of the project and shall bear all costs relative to the operation and maintenance of the said office.

The consultant shall be on call anytime that his/her expertise is needed particularly on technical matters and shall abide by the rules and regulations for employees of the Executing Agency like the use of Daily Time Records (DTR) for proper monitoring.

VIII. RESPONSIBILITY OF THE GOVERNMENT

The Government of the Philippines as represented by its Executing Agency, the Department of Transportation, will comply with the “Guidelines for the Employment of Consultants under JICA ODA Loans “issued in April 2012”, and “Standard Request for Proposal under Japanese ODA Loans (Selection of Consultants) issued in October 2012 (version 1.1) both published by JICA.

Special attention should be paid to the following:

- (1) In case of differences of opinion or interpretation on the execution of project contract between the Executing Agency and the Consultant on any important matters involving professional judgement that might affect the proper evaluation or execution of the Project, the Executing Agency shall allow the Consultant to submit promptly to the Executing Agency a written report and simultaneously, to submit a copy to JICA. The Executing Agency shall forward the report to JICA and with its comments in time to allow JICA to study it and communicate with the Executing Agency before any irreversible steps are taken in the matter. In case of urgency, the Consultant shall request Executing Agency and/or JICA that the matter be discussed immediately between the Executing Agency and JICA for early resolution.
- (2) The Executing Agency is responsible for supervising the Consultant’s performance and ensuring that the Consultant carries out the assignment in accordance with the contract. In case of non-performance of their defined duties and responsibilities as stated in this TOR, the Executing Agency shall have the right to terminate and replace the said key team members (both local and foreign). JICA may monitor the work as necessary in order to confirm that this is being carried out in accordance with the appropriate standard based on the contract.
- (3) As appropriate, JICA may take part in the discussion between the Executing Agency and the Consultants. However, JICA shall not be liable in any way for the implementation of the Project by reason of such monitoring or participation in the discussions. Likewise, the Executing Agency nor the Consultants shall not be absolved from any responsibility for the project by reason of JICA’s monitoring or participation in the discussion.

CONTRACT FOR CONSULTANTS' SERVICES**Time-Based**

Project Name: Maritime Safety Capability Improvement Project for the Philippine Coast Guard (Phase II)

Loan Agreement No.: PH-P263

Contract No.: [*insert contract number*]

between the

Department of Transportation
[*name of the Client*]

and

[*name of the Consultant*]

Dated: _____

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I. Form of Contract

TIME-BASED

[All notes should be deleted in final text]

This CONTRACT (hereinafter called the "Contract") is signed on *[day]* day of the month of *[month]*, *[year]*, between *[name of Client]* (hereinafter called the "Client") and *[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 Payment Security
- Appendix I : Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

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

A copy of these General Conditions is not attached to this RFP/this Contract.

III. 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 style="padding-left: 40px;">Procurement Service- DBM Compound Cristobal, 662 Paco Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-7025 E-mail Address: pd10@ps_philgeps.gov.ph</p> <p>Attention: Atty. Michelle Anne B. Recto, LL.M. Chairperson, Bids and Awards Committee 10</p> <p>Consultant: NAME OF CONSULTANT ADDRESS</p>
{1.8}	<p>The Lead Member is [<i>insert name of member</i>]</p> <p>Note: <i>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 SCC1.8 .</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: Atty. Michelle Anne B. Recto, LL.M. Chairperson, Bids and Awards Committee 10 Procurement Service- DBM Compound Cristobal, 662 Paco Manila 1007 Metro Manila, Philippines Tele Fax Number: (02) +632-561-7025 E-mail Address: pd10@ps_philgeps.gov.ph</p> <p>For the Consultant: _____</p>
2.4	The time period shall be 70.5 calendar months (including defect liability period)

3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to the contract amount of services.
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (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, with a minimum coverage of <i>in accordance with the applicable law in the Client's country at RFP Stage.</i> (b) professional liability insurance, with a minimum coverage of 300 million Japanese Yen; (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 (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.
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.
{5.1(g)}	<p>The Client will provide the Consultants with the following:</p> <ul style="list-style-type: none"> (1) Make available to the Consultants existing reports and data related to the Project as maybe allowed under Philippine Laws. (2) Furnish all available data, maps and information required for the execution of the services as maybe allowed under the Philippine Laws. (3) Act as counterpart personnel for the purpose of liaison with other Government agencies; and (4) Make necessary arrangement to assume the payment of custom duties, internal taxes and levies which might be imposed on the consultant by the Government of Philippines. (5) Facilitate the processing of the necessary immigration procedures for the foreign experts, such as applications for entry, stay exit and work permit.

<p>6.1(b)</p>	<p>The ceiling in foreign currency or currencies is: _____ [<i>insert amount and currency for each currency</i>]</p> <p>The ceiling in local currency is: _____ [<i>insert amount and currency</i>]</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>
<p>{6.2(c)}</p>	<p>1. <u>Adjustment of remuneration</u> Payments for remuneration made in accordance with Clause GCC 6.2(a) in foreign and local currency(ies) 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 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_f = R_{f0} \times \left[0.1 + 0.9 \frac{I_f}{I_{f0}} \right]$ <p>where:</p> <p>R_f is the adjusted remuneration; R_{f0} 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_{f0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>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_{f0} in the adjustment formula for remuneration paid in foreign currency: Official Index from home country/ies of the Key Experts and duly authorized by the Philippine Embassy in that country.</p>

(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 13th calendar month after the date of the Contract) by applying the following formula:

$$R_I = R_{I0} \times \left[0.1 + 0.9 \frac{I_I}{I_{I0}} \right]$$

where:

R_I is the adjusted remuneration;

R_{I0} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in local currency;

I_I 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_{I0} 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_I and I_{I0} in the adjustment formula for remuneration paid in local currency:

2. Adjustment of reimbursable expenses

Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in foreign and local currency/ies 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 effect for the reimbursable expenses in the 13th calendar month after the date of the Contract) by applying the following formula for each of the currencies of payment under the Contract:

$$P = P_0 \times \frac{I}{I_0}$$

where P is the adjusted reimbursable expenses, P_0 is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, I is the relevant

	<p>official index in the country of the currency for the first month for which the adjustment is to have effect and, I_0 is the relevant official index in the country of the currency for the month of the date of the Contract.</p> <p>The Index I for each of the currencies of payment under the Contract shall be <i>[insert indices]</i>.</p> <p><i>[These proxy indices shall be proposed by the Consultant, subject to acceptance by the Client.]</i></p>
<p>{6.3 (a) and (b)}</p>	<p>The Client warrants that:</p> <p>The Consultant, the Sub-consultants and the Experts shall be exempt from 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"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and Experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-consultants or Experts do not

	<p>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>6.4</p>	<p>The currency [currencies] of payment shall be the following:</p> <p>(i) [<i>Japanese Yen</i>] (ii) [<i>US Dollar</i>] (iii) [<i>Philippine Peso</i>]</p> <p>Note: <i>The currency(ies) shall be the same as in the Financial Proposal.</i></p>
<p>6.5(a)</p>	<p>Payments shall be made according to the following schedule:</p> <p>a) Twenty percent (20%) of the Contract Price with 28 days after receipt of the advance payment security and the invoice for the advance payment.</p> <p>b) Progress payment shall be at least 56 days after receipt of Consultant billing and has found deliverables within that period satisfactory by the Client.</p> <p>c) Final payment shall be 84 days after approval of the final Report by the Client</p> <p>The advance payment will be set off by the Client in equal installments against the invoices for the first 24 months of the Services commencing in the 7th months until the advance payment has been fully set off.</p> <p>Reimbursement Procedures:</p> <p>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</p>

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 the Reimbursement Brochure shall be Banko 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:

(1) For payments to the supplier(s) for delivery shipment of goods:

- (a) The invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and, if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice; and
- (b) The receipt from the supplier(s) showing the date and amount of payment, bill of exchange and similar documents evidencing the date and amount of payment made to the supplier(s).

(2) For payments under civil works contracts:

- (a) The claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice; and
- (b) The receipt from the contractor(s) showing the date and amount of payment, cancelled bank check, demand draft and similar document

	<p>evidencing the date and amount of payment made to the contractor(s).</p> <p>(3) For payments for consulting services:</p> <p>(a) The claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and</p> <p>(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).</p> <p>(4) For payments for other services rendered:</p> <p>(a) The claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor; and</p> <p>(b) The receipt from the service provider(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made.</p> <p>Note: If such services related to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.</p>
<p>6.5(e)</p>	<p>The accounts are:</p> <p>- for foreign currency: <i>[insert account]</i>.</p> <p>- for local currency: <i>[insert account]</i>.</p>

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

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

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 [*brief description of Services*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*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*])¹ 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 Consultants have made full repayment of the

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

amount of the advance payment, or on the ___ day of [*month*][*year*]² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458³.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [*six months*][*one year*], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[signature(s)]

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph.

³ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number

Section 7. Eligible Source Countries of Japanese ODA Loans

The eligible source countries specified in the loan agreement are **Japan and Philippines.**