

REQUEST FOR PROPOSALS

Selection of Consultants

for

North-South Commuter Railway Extension (NSCR-EX) Project
(Malolos - Clark)
(Solis - Calamba)

(General Consultant)

Client : Department of Transportation (DOTr)
Country : Republic of the Philippines
Project : North South Commuter Railway Extension (NSCR-EX)
Project
Loan No. :PH-P270

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Letter of Invitation

Date: xx

Invitation No. xx

Loan No. PH-P270

[insert Name and Address of Consultant]

Attention: Mr./Ms.:

1. The Government of the Republic of the Philippines (hereinafter called “Borrower”) has received financing from Japan International Cooperation Agency (JICA) toward the cost of North South Commuter Railway Extension (NSCR-EX) Project (hereinafter called “the Project”).
2. The Department of Transportation now invites proposals to provide the following consulting services: General Consulting Services. More details on the services are provided in the Terms of Reference.
3. Your firm is one of ten(10) Consultants being invited to present a proposal for consulting services.

This RFP has been addressed to the ten (10) shortlisted Consultants.

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

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants (including Data Sheet)

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 – Terms of Reference

Section 6 – Standard Form of Contract

Section 7 – Eligible Source Countries of Japanese ODA Loans

7. Please inform us in writing at the address below, upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or as a joint venture.

Address : Procurement Service
Department of Budget and Management
PS-DBM Compound, RR Road,
Cristobal, 662 Paco, Manila

Telephone : (02) 561-7025
E-mail : pd5@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,

MS. TERESITA J. DELA CRUZ
Bids and Awards Committee Chairperson
Bids and Awards Committee – V
Procurement Service

Section 2. QBS – Instructions to Consultants

The Instructions to Consultants governing this selection process are the “Instructions to Consultants, Option A – QBS, Section 2” of the Standard Request for Proposals (version1.1) published by JICA in October 2012. Those Instructions to Consultants are available on the JICA’s website shown below:

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

A copy of these Instructions is not attached to this RFP.

QBS – Data Sheet

Paragraph Reference	
1. (b)	The Applicable Guidelines are those published in <u>April 2012</u> .
2.1	Amount of the Loan Agreement: <u>JPY 167,199,000,000</u> Signed date of the Loan Agreement: <u>21 January 2019</u> Name of Project: <u>North South Commuter Railway Extension(NSCR-EX) Project</u>
2.2	Name of the Client: <u>Department of Transportation (DOTr)</u>
2.3	Financial Proposal to be submitted together with Technical Proposal: Yes <u>X</u> No ___ Name of the assignment is: <u>North South Commuter Railway Extension (NSCR-EX) Project General Consultant</u>
2.4	A pre-proposal conference will be held: Yes <u>X</u> No ___ Date and Time: 18 March 2019, 10:00 AM (Philippine Standard Time UTC +8:00) Address : Procurement Service, Department of Budget and Management, PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila The Client's representative is: MS. TERESITA J. DELA CRUZ The Chairperson for the Bids and Awards Committee – V Telephone: (02) 561-7025 E-mail: pd5@ps-philgeps.gov.ph
2.5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals, upon request: NSCR-EX Draft Feasibility Study Report dated September 2018

4.1(c)	A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr
5.3	Form TECH-10 shall be part of the Technical Proposal
6.3	Proposals shall be submitted in the <u>English Language</u>
7.1	Proposals must remain valid ninety (90) days after the submission deadline date, i.e. until: 3 July 2019
7.8 (b)	Not Applicable
8.1	<p>Clarifications may be requested by 21 March 2019, fourteen (14) days before the submission deadline date.</p> <p>The address for requesting clarifications is:</p> <p>MS. TERESITA J. DELA CRUZ BAC – V Chairperson Procurement Service, Department of Budget and Management, PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila</p> <p>Telephone: <u>(02) 561-7025</u> E-mail: <u>pd5@ps-philgeps.gov.ph</u></p> <p>Responses to any request for clarification, if any, will be published on the Employer’s web page indicated below not later than seven (7) days prior to the deadline on the submission of Bids.</p> <p><u>www.dotr.gov.ph</u> – Foreign Assisted Projects Section http://www.ps-philgeps.gov.ph/home/ <u>www.pnr.gov.ph</u></p>
11.1(i)	<p>Estimated numbers of man-months for Experts that must be shown on the Expert schedule are:</p> <ul style="list-style-type: none"> - International Experts : <u>6,858</u> man-months - Local Experts : <u>17,585</u> man-months - Total : <u>24,443</u> 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 transport and the most direct practicable route;</p> <p>(3) land transportation including vehicle rental;</p> <p>(4) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) miscellaneous administrative and support costs including office operations, support personnel and translation;</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<p>11.1 (ii) c</p>	<p>Amount for provisional sums: - for foreign currency: JPY 1,217,137,402.25 - for local currency: PHP 458,566,104.67</p> <p>Contingency amount: - for foreign currency: JPY 1,217,137,402.25 - for local currency: PHP 458,566,104.67</p>
<p>11.2</p>	<p>Please refer to Revenue Memorandum Circular 08-2017 found in https://www.bir.gov.ph/images/bir_files/internal_communications_2/RMCs/RMC%208-2017.pdf</p> <p>“Information on the Consultant’s tax liabilities in the Client’s country can be found in http://www.bir.gov.ph.</p> <p>A general bid bulletin concerning the details of the consultant’s tax liabilities shall be posted by PS-DBM on the following websites:</p> <p>www.dotr.gov.ph - Foreign Assisted Projects Section www.ps-philgeps.gov.ph/home www.pnr.gov.ph</p>

11.3	The other international traded currency permitted is: (i) United States Dollars (USD)												
12.3	Number of copies of the Technical Proposal: one (1) original, four (4) copies and one (1) electronic copy in USB flash drive. The USB flash drive for the Technical Proposal is to be inserted into the envelope marked “Technical Proposal - Copy”. Should there be inconsistencies found in the submissions, the original shall govern.												
12.5	Time and date of the Proposal submission deadline: - Time: 10:00 AM (Philippine Standard Time UTC +8:00) - Date: 4 April 2019												
12.6	Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal to the Client’s representative to the following address: Attention: MS. TERESITA J. DELA CRUZ BAC -V Chairperson Procurement Service Department of Budget and Management Address: PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila Proposals must be submitted no later than the following date and time: [<i>refer to Clause 12.5 of the Data Sheet above.</i>]												
14.2	Criteria, sub-criteria, and point system for the evaluation are: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Experience of the Consultants relevant to the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Experience of international projects of comparable size, complexity and technical specialty</td> <td style="text-align: right; vertical-align: bottom;">[7]</td> </tr> <tr> <td style="padding-left: 20px;">b) Experience in developing countries under comparable conditions</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">c) Experience in Japanese ODA projects</td> <td style="text-align: right; vertical-align: bottom;">[3]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (i):</td> <td style="text-align: right; vertical-align: bottom;">[15]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Experience of the Consultants relevant to the assignment:		a) Experience of international projects of comparable size, complexity and technical specialty	[7]	b) Experience in developing countries under comparable conditions	[5]	c) Experience in Japanese ODA projects	[3]	Total points for criterion (i):	[15]
	<u>Points</u>												
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a) Experience of international projects of comparable size, complexity and technical specialty	[7]												
b) Experience in developing countries under comparable conditions	[5]												
c) Experience in Japanese ODA projects	[3]												
Total points for criterion (i):	[15]												

	<p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [10]</p> <p>b) Work plan [10]</p> <p>c) Organization and staffing[5]</p> <p style="text-align: right;">Total points for criterion (ii): [25]</p>
	<p>(iii) Key Experts' qualifications and competence for the assignment:</p> <p>Foreign Expert</p> <p>a) Project Director [8]</p> <p>b) Project Manager [6]</p> <p>c) Chief Contract & Financial Manager [4]</p> <p>d) Procurement Expert [2]</p> <p>e) Cost Control & Estimation Expert [2]</p> <p>f) Chief Quality Assurance and Quality Control Expert [3]</p> <p>g) Chief Environment Expert [2]</p> <p>h) Chief Social & Resettlement Expert [2]</p> <p>i) Gender and Development Expert[2]</p> <p>j) Civil/Station Construction Team Leader [4]</p> <p>k) Civil Team Leader [2]</p> <p>l) Architectural Project Manager [2]</p> <p>m) Building MEP Expert [2]</p> <p>n) Lead Interface Coordinator [2]</p> <p>o) E&M, Rolling Stock Team Leader [4]</p> <p>p) Rolling Stock Expert [2]</p> <p>q) Railway and Track Expert [2]</p> <p>r) Interface System Integrator [2]</p> <p>s) Signaling Expert [2]</p> <p style="text-align: right;">Total points for criterion (iii): [55]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [25]</p> <p>2) Adequacy for the assignment [60]</p> <p>3) English language capability and familiarity with the conditions of the Philippines [15]</p> <p style="text-align: right;">Total weight: 100%</p>
	<p>(iv) Suitability of the transfer of knowledge (training) program:</p> <p>a) Relevance of training program [2]</p> <p>b) Training approach and methodology [3]</p> <p>Total points for criterion (iv): [5]</p>

	The minimum technical score (St) required to pass is: <u>70</u> Points
15.1	Expected date and address for contract negotiations: <u>17 April 2019, PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila</u>
17.2	Expected date for commencement of consulting services : <u>15 June 2019</u>

Section 3. Technical Proposal - Standard Forms

Notes of Technical Proposal – Standard Forms

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

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

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

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

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

MS. TERESITA J. DELA CRUZ

BAC – V Chairperson

Procurement Service

Department of Budget and Management

PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila

Dear Sirs/Madam:

We, the undersigned, offer to provide the consulting services for General Consultant Services for **North South Commuter Railway Extension (NSCR-EX) Project -(General Consultant)** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

OR

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

We hereby declare that:

- (a) All the information provided and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 7.1.
- (c) We have no conflict of interest in accordance with ITC 3.

-
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by JICA's policy in regard to corrupt and fraudulent practices as per ITC 4.
 - (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 7.5 and ITC 15.4 may lead to the termination of Contract negotiations.
 - (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information [*phone and e-mail*]: _____

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

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. Provide no less than four (4) railway projects undertaken in the last ten (10) years.]

B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	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 added value the bidder will bring, including innovative approaches (e.g. use of new technology) to the assignment, 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 requested 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 encouraged to present your Technical Proposal (about 80 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. You shall submit a risk register identifying the risks and hazards anticipated during the implementation of the contract, which shall include a description of the hazards, an assessment of the potential impact on project implementation, health and safety, environment, cost, and the proposed mitigation strategy for each hazard. You shall submit an interface register, identifying and describing anticipated interfaces such as but not limited to other government projects, utilities, and other developments, and propose methodology to demonstrate how to carry out interface management during the implementation of the contract, and the approach to resolve the key interface issues identified. Staffing for training should also be explained, if so required in the TOR. 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 submit an organization structure and a Responsibility Assignment Matrix (RACI*

Matrix)indicating the roles of Key Experts and Non-Key Experts among each other and with respect to the proposed work plan, deliverables, and outputs. 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, PROJECT DIRECTOR] [<i>Note: Only one candidate shall be nominated to each position.</i>]
Name of Key Expert	[<i>Insert full name</i>]
Name of the Firm proposing the Key Expert	
Date of Birth	[<i>day/month/year</i>]
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. Hbbbbb, 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): _____

5.1 English Proficiency:

- Full Professional Working Proficiency
- Professional Working Proficiency
- Limited Working Proficiency

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.

*[Signature of Key Expert or authorized representative of the firm]*¹ Date: _____
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.

Form TECH-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 Director (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-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
- 2 Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

3 One (1) month equals twenty-two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation]

4 Field work means work carried out at a place other than the Expert's home office; i.e. normal place of business.

 Full time input

 Part time input

Form TECH-8: Work Schedule

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

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

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

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

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

D) I certify that the Experts of the Consultant and either Sub-consultant having a direct contract with the Consultant or Expert nominated by the Consultant, who are assigned to

this contract on time basis, will not be engaged in any other assignment which may have time conflict with the Contract.

- E) I certify, on behalf of the Consultant, that if selected to undertake services in connection with the Contract, the Consultant shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- F) I further certify, on behalf of the Consultant, that if the Consultant is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of consultant selection, negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

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

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

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

Tel: +81 (0)3 5226 8850

- (2) JICA Philippines Office

Tel:(+63-2)

889-7

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 Client 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: _____

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

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

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

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

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

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

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of the Consultant

Date: _

Section 4. Financial Proposal - Standard Forms

Notes of Financial Proposal – Standard Forms

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

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

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

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

Table of Financial Forms

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

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

MS. TERESITA J. DELA CRUZ

BAC – V Chairperson

Procurement Service

Department of Budget and Management

PS-DBM Compound, RR Road, Cristobal, 662 Paco, Manila

Dear Sirs/Madam:

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

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

Invitation No.:

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

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

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

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

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

Form FIN-3: Remuneration

Invitation No:

Key Experts

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

Non-Key Experts

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

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-4: Breakdown of Remuneration (for QBS only)

Invitation No.:

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

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

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

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

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

IP - Independent, self-employed Expert

4/ Currency of the firm's country

5/ If applicable, please provide explanations.

INITIALS	FIRM NAME

CERTIFIED AS CORRECT

_____ :

Name _____ :

Position in Firm _____ :

Date _____ :

_____ :

Form FIN-5: Breakdown of Reimbursable Expenses

Invitation No.:

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-4 must be completed and submitted to the Client in hard and soft copies, strictly in accordance with the instructions.
- 2** It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in the Data Sheet.
- 3 Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4 Form FIN-2** Summary of Costs. Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 5 Form FIN-3** Remuneration
 - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. Please note that, for purposes of computing remuneration payable to Experts, payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th 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 Expert Schedule (Form TECH-7, Section 3).

6 Form FIN-4 Breakdown of Remuneration

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

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

- (i) **The Basic Monthly Salary** is the actual base salary payable on a regular basis by the Consultant, or its Sub-consultant to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide certified copies of salary slips, contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.
- (ii) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs should be distinguished from the generalized overhead costs of the firm.
- (iii) **The Overhead Cost** represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and its joint venture member or its Sub-consultant should each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.
- (iv) **The Fee**, or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.
- (v) **Other Allowances** provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its home country. For such cases during contract negotiations the Consultant must

provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Client, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Client will accept is limited to 20 percent of the Expert's basic salary.

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

7 **Form FIN-5** Breakdown of Reimbursable Expenses

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

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

For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

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

(v) Miscellaneous Travel Expenses

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

(vi) Miscellaneous Costs

Miscellaneous costs include, but are not limited to:

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

(vii) Provisional Sums and Contingency

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

STANDARD FORM A FOR QBS

BREAKDOWN OF SOCIAL CHARGES

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

<u>Item Description</u>	<u>Reference</u> ¹	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> ²	<u>Comments</u>
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		Total ³	<u>0.00%</u>	
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¹You may refer to an income statement or an equivalent financial report.

² An independent auditor should also certify these figures as correct.

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

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

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

Item Description	<u>Reference</u> ²	<u>Amount</u> <u>(Currency)</u>	<u>As % of</u> <u>Total</u> <u>Basic Salary</u>	<u>Comments</u>
Statutory Holidays	n/a	n/a	3.84% ⁴	
Vacation Leave	n/a	n/a	7.69% ⁵	
Sick Leave	n/a	n/a	1.92% ⁶	
13 th month pay	IS (1)	1,605	0.74%	
Incentive pay	IS (2)	1,350	0.62%	
Retirement/Super-Annuation Fund	IS (3)	5,958	2.76%	
Social Security Contribution	IS (4)	3,670	1.70%	
Health and Medical Expense	IS (5)	2,025	0.94%	
Meal Allowance	IS (6)	1,826	0.84%	
Education/Training Benefits	IS (7)	1,675	0.77%	
	IS (T) ³	Total	<hr style="width: 100%; border: 0.5px solid black;"/> 21.82% ⁷ <hr style="width: 100%; border: 0.5px solid black;"/>	

¹ Certified correct by an independent auditor.

² IS = income statement.

³ IS reference (T) = 216,131.

⁴ Example: 2 weeks/52 weeks = 3.84%.

⁵ Example: 4 weeks/52 weeks = 7.69%.

⁶ Example: 1 week/52 weeks = 1.92%.

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

STANDARD FORM B

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

<u>Item Description</u>	<u>Reference</u> ¹	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> ²	<u>Comments</u>
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		Total ³	<u>0.00%</u>	
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¹ You may refer to an income statement or an equivalent financial report.

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

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

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

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

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

¹ Certified correct by an independent auditor.

² IS = income statement.

³ IS reference (T) = 216,131.

⁴ Corresponds to the total percentage for social charges claimed in FIN-4 Column 3 for the experts shown



Section 5. Terms of Reference

Terms of Reference (ToR)

General Consultant for the Works under the North-South Commuter Railway Extension (NSCR-EX) Project

Chapter 1. Background

1.1 Introduction

- 1) The Government of Philippines (hereinafter referred as “GOP”) has received a loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”) to finance the North-South Commuter Railway Extension Project (NSCR-EX) (hereinafter referred as “the Project”) which aims to provide a commuter and intercity railway service connecting Metro Manila to its adjacent northern and southern suburban areas. The Clark to Calamba railway is deemed as an important mass transit backbone for the metropolis as well as for the growth corridor of the Greater Capital Region (hereafter referred to as “GCR”), which comprises of Region III, Metro Manila and Region IV-A. GCR has been the subject of many mass transit studies. Many of these studies have identified the need for a high capacity commuter railway system to serve the region.
- 2) GOP has further applied for a Multitranches Financing Facility (hereinafter referred to as “MFF”) from the Asian Development Bank (hereinafter referred to as “ADB”) to co-finance the Clark Extension of the Project. The ADB MFF will finance construction of civil works, i.e. Viaduct, Bridges, Stations, Tunnels, Civil Works for the Depot, etc. A second MFF to finance the Clark Extension of the Project is under preparation and scheduled for approval in 2020.
- 3) The importance of the Project is likewise reflected in the National Economic and Development Authority (hereinafter referred to as “NEDA”) study on the Roadmap for Transport Infrastructure Development of Metro Manila and Its Surrounding Area (Region III and Region IV-A). The NEDA Board approved the Project on 15 November 2018.
- 4) The GOP intends to use part of the proceeds of the JICA loan for eligible payments for consulting services for which this ToR is issued.
- 5) The outline of the Project is as follows:
 - Executing Agency (synonymous with “the Employer”):
Department of Transportation (DOTr) (hereinafter referred to as “the Employer” and one of the “Co-End-users”)
 - Philippine National Railways (PNR) (hereinafter referred to as one of the “Co-End-

users”)

- Sub-Components:
 1. NSCR Clark Extension (hereinafter referred to as “N2”)
 2. NSCR Calamba Extension (hereinafter referred to as "SC")
 - Location of the Project:
 1. N2: Malolos, Bulacan to Clark, Pampanga (53 km)
 2. SC: Solis, Manila to Calamba, Laguna (56 km)
 - Major output: Construction of elevated, underground and at-grade railway, station and station facilities, depots, TOD support structures, delivery and installation of electromechanical systems, delivery of rolling stock, commissioning of NSCR-EX, and integration with NSCR Phase 1 (Tutuban-Malolos).
 - Expected project completion: January 2028 (inclusive of two (2) years of Defect Liability Period for E&M and Rolling Stock packages)
 - Source of Financing:
 1. ADB – Civil Works and Institutional Development
 2. JICA – Electromechanical Systems, Rolling Stock, and Consulting Services
- 6) To date, the Project is expected to be comprised of the following contract packages:

N2

Package No.	Package name	Procurement method (Open Competitive Bidding/Local Competitive Bidding, with/without Pre-Qualification)	Applicable Standard Bidding Documents
Package 1	CP N-01 Civil1 (34.749km - 51.679km)	OCB without PQ	ADB SBD Works
Package 2	CP N-02 Civil2 (51.679km - 67.449km)	OCB without PQ	ADB SBD Works
Package 3	CP N-03 Civil3 (67.449km - 83.170km)	OCB without PQ	ADB SBD Works
Package 4	CP N-04 (Underground railway and Approach to CIA + Access railway to Depot)	OCB without PQ	ADB SBD Works
Package 5	CP N-05 (Depot)	OCB without PQ	ADB SBD Works
Package 6	CP N-06 (Rolling Stock / Limited Express)	ICB without PQ	JICA SBD Design Build
Package 7	CP N-07 (Works by GOP)	N/A	N/A

SC

Package No.	Package name	Procurement method (OCB/LCB, with/without PQ)	Applicable Standard Bidding Documents
Package 1	CP S-01 Civil1 (0.366km- 2.992km)	OCB without PQ	ADB SBD Works
Package 2	CP S-02 Civil2 (2.992km - 12.157km)	OCB without PQ	ADB SBD Works
Package 3	CP S-03 Civil3 (12.157 km - 22.799km)	OCB without PQ	ADB SBD Works
Package 4	CP S-04 Civil4 (22.799km - 33.882km)	OCB without PQ	ADB SBD Works
Package 5	CP S-05 Civil5 (33.882km – 46.012km)	OCB without PQ	ADB SBD Works

Package 6	CP S-06 Civil6 (46.012km – 55.800km)	OCB without PQ	ADB SBD Works
Package 7	CP S-07 (Depot)	OCB without PQ	ADB SBD Works
Package 8	CP S-08 (Works by GOP)	N/A	N/A

N2 + SC

Package No.	Package name	Procurement method (ICB/LCB, with/without PQ)	Applicable Standard Bidding Documents
Package 1	CP NS-01 (E&M)	ICB without PQ	JICA SBD Design Build
Package 2	CP NS-02(RollingStock/Commuter)	ICB without PQ	JICA SBD Design Build

- 7) Technical information: As the population of GCR is rapidly increasing and its economic zone expanding, the GOP has the vision to promote the development of a seamless transportation network in Subic-Clark-Manila-Batangas corridor, which is the distribution and growth corridor of the wider area of the GCR.

Metro Manila, which only accounts for 0.2% of land in the Philippines, is the center of economic activities, serving around 37% of the total GDP produced and 13% of the total population in the country, with the rapid growing population that increased from 7.95 million in 1990 to 12.90 million in 2015. Under this scenario, severe traffic congestions remain a critical problem for the capital. Such escalation of traffic congestions has been a bottleneck for the smooth distribution of goods and movement of people, resulting in huge economic loss and necessitating the expansion of Metro Manila in the North-South direction.

While the Philippine National Railways runs a southward commuter line from Manila to Calamba in Laguna, there is currently no railway that goes northward beyond Caloocan despite the expansion of residential area in the North. With the said expansion, North Luzon Expressway (NLEX) alone is, at times, unable to serve all the traffic going to and from Metro Manila because of heavy congestion from the expressway exit to the center of the capital. Moreover, the southward PNR commuter line to Calamba is limited; with the adjacent toll highways (SLEX and Skyway) still experience very heavy traffic during peak hours. All of these translate to an associated economic cost to the country.

Therefore, the expansion of mass transportation network is recognized as one of the top priorities in the 2017-2022 PDP. In addition, for the strengthening of the productivity and international competitiveness of the country, the PDP emphasizes the importance of developing a seamless multimodal logistics system throughout the country. An example of such a corridor is the Subic-Clark-Manila-Batangas Corridor which requires improvement of the transportation between Metro Manila and nearby provinces that include Cavite, Laguna, Batangas, Rizal, and Quezon.

In the view of the aforementioned, a railway service that would connect Metro

Manila to its adjacent northern and southern suburban areas is deemed as one important mass transit backbone for the metropolis as well as the growth corridor of the GCR. GCR has been the subject of many mass transit studies of DOTr and the railway service from Clark to Calamba, particularly, is highlighted as one of the priority projects for the said region. The importance of the project is likewise reflected in the NEDA study on the Roadmap for Transport Infrastructure Development of Metro Manila and Its Surrounding Areas (Region III and Region IV-A).

The Project has been proposed from previous pre-feasibility study for Clark Airport Express Rail that was geared to develop a railway plan for connecting Clark International Airport to Calamba Region. Later, this line is divided into three phases. The three phases are as follows: from Clark to Malolos region (N2), from Malolos to Tutuban (NSCR Phase 1), and from Solis to Calamba (SC).

This JICA Project focuses on the north and south extensions of the NSCR Phase 1 (Tutuban-Malolos) Project, from Malolos to Clark (N2) and from Solis to Calamba (SC). Phase 2 of the NSCR-EX will cover the segment from Clark, Pampanga to New Clark City, Tarlac. In November 2017, a consultant hired by JICA (hereinafter referred to as “JICA Design Team” or “JDT”) started working on the design for the Project.

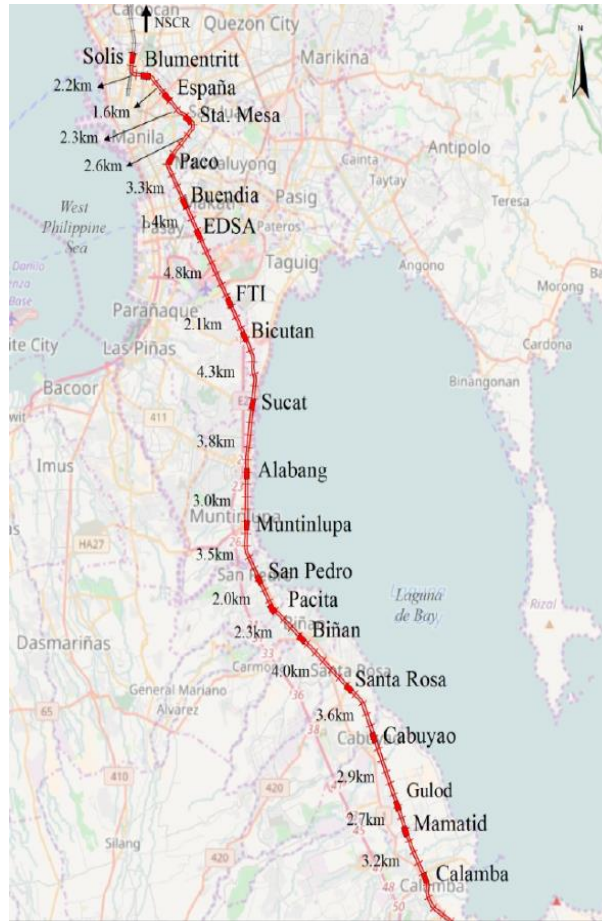
The JICA Design Team is tasked to do the following works (“JDT Works”):

- Update and Upgrade of Data/Information of Existing Studies
- Basic and Detailed Design for Civil Works, and Basic Design for Electrical and Mechanical Works and Rolling Stock
- Operations and Maintenance Plans
- Provision of transit-oriented development studies, plans, and policies
- Environmental and Social Consideration
- Coordination with Relevant Projects

Related projects include, but are not limited to, the following:

- North South Commuter Railway (NSCR) Phase 1 Project (Malolos-Tutuban)
- DPWH – MNTC Segment 10
- DPWH – MNTC NLEX-SLEX Connector Road
- C6 Elevated Toll Road
- C-5 – CAVITEX connector
- Metro Manila Subway
- Continuing operations of PNR
- Freight service plans of PNR
- New Clark International Airport Terminal Building
- Subic-Clark Railway

NSCR Calamba Extension (SC) Alignment



Chapter 2. Objectives of Consulting Services

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

- (1) Design Review
- (2) Tender Assistance for N2 Package 1 to 5, and SC Package 1 to 7
- (3) Tender Assistance for N2 Package 6, and N2+SC Package 1 and 2
- (4) Construction Supervision for N2 Package 1 to 5, and SC Package 1 to 7
- (5) Construction Supervision for N2 Package 6, and N2 +SC Package 1 and 2
- (6) Safety Management
- (7) RAM Management
- (8) System Integration Responsibility
- (9) Interface Management
- (10) Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP), Resettlement Action Plan (RAP), and Gender Action Plan (GAP)
- (11) Support on Operations and Maintenance (O&M)
- (12) Technology Transfer
- (13) Coordination and Support
- (14) Building Information Modelling (BIM) for Construction Management, Review and Consolidation
- (15) Prepare documents and Reports Required by ADB

Chapter 3. Scope of Consulting Services

(1) Design Review

1.1 Design Responsibility of the Consultant

The Consultant shall provide the design of the works for the Project in accordance with the Contract between the Employer and the Consultant (hereinafter referred to as “the Contract”). The Consultant shall check, modify, and update the Detailed Design (DD) and other JDT Works for the Project prepared and submitted by the JDT to JICA. The Consultant shall also ensure that the DD of the works under the Project is compliant with the applicable statutory requirements, and the requirements stipulated in the Contract, regardless of the quality and completeness of the design/information provided by the JDT to JICA which were subsequently transmitted to the Employer.

Should the information or designs provided be found inaccurate or incomplete, the Consultant shall not be relieved of any duty or responsibility under the Contract.

1.2 Change(s) and Re-Design

The Employer shall have the right to propose and subsequently require the Consultant, during the performance of the Contract, to make any change, modification, addition, or deletion to the design of any work under the Project (the “Change”), provided that such Change falls within the general scope of the consultancy services and does not constitute unrelated works and is technically practicable.

It is anticipated that Re-Designs are necessary for the stations of CP S-02, 03, 04, 05, and 06.

The Consultant may propose to the Employer, during the performance of the Contract, any Change that the Employer considers necessary or desirable to improve the quality, efficiency, or safety of the work under the Project. The Employer may at its discretion approve or reject any Change proposed by the Consultant.

If the Change is made due to the default of the Consultant in the performance of its obligations under the consultancy agreement, the Employer is entitled to the general damages from the Consultant arising from the additional payment to the Contractor and/or delay caused under the construction contract.

The Consultant shall not make any Change from the approved design without written consent from the Employer or its authorized representative except for any matter brought about by an emergency; in which case the Consultant shall inform the Employer as soon as possible and obtain its retrospective endorsement.

The Consultant shall provide the Employer at such intervals as may be requested by the Employer, a report stating the estimated service level impact, social and environmental

impact, and financial effects of all Changes issued and of claims received from the Consultant arising from the Changes agreed under the Project.

1.3 Design Standards and Codes

The Consultant shall provide the design of the works in accordance with the latest edition of the following:

- (a) AASHTO, Standard Specifications for Highway Bridges
- (b) AASHTO, Guide Specifications for Design and Construction of Segmental Concrete Bridges
- (c) AASHTO, LRFD Bridge Design Specifications and Its Interim
- (d) ACI, Analysis and Design of Reinforced Concrete Bridge Structures
- (e) ACI 318, Building Code Requirements for Reinforced Concrete and Commentary
- (f) ACI, Specifications for Structural Concrete for Buildings
- (g) AISC, Manual of Steel Construction
- (h) AREMA, American Railway Engineering and Maintenance of Way Association Code
- (i) ASCE, American National Standards
- (j) ASTM, American Society for Testing and Materials Standards
- (k) AWS, Bridge Welding Code
- (l) AWS, Structural Welding Code
- (m) AWS, Structural Welding Code – Reinforcing Steel
- (n) Uniform Building Code (Latest Edition) Vol I, II and III
- (o) International Union of Railways, UIC Code
- (p) U.S. Naval Facilities Engineering Command, Design Manual (DM-7)
- (q) NCHRP Project 12-49: Comprehensive Specification for the Seismic Design of Bridges, 2002
- (r) CALTRANS Seismic Design Criteria, v 1.6, 2010
- (s) National Structural Code of the Philippines (Volume I: Buildings, towers, and other vertical structures 2010 Edition)
- (t) NFPA Codes and Standards
- (u) ACI 358 IR - Analysis and Design of Reinforced and Prestressed Concrete Guideway Structures (Latest Edition)
- (v) DOTr, Guidelines and Standards in Measuring the Gender Responsiveness of the Rail Sector Programs, Services, and Facilities

The Consultant shall also check for applicable provisions and existing laws, codes, and Department Orders from other relevant Philippine national government agencies.

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

(2) Tender Assistance for N2 Package 1 to 5, and SC Package 1 to 7

The Consultant shall:

(a) Answer all technical queries during the tender. It shall also cooperate with the Employer in the preparation of clarifications to bidders' queries, addendum, pre-bid conferences, etc.

(3) Tender Assistance for N2 Package 6, and N2+SC Package 1 to 2

- Assistance in the Bidding Procedures

The Consultant shall:

(a) Review and modify bidding documents prepared by the JDT in accordance with the Standard Bidding Documents under Japanese ODA loans for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works;

(b) Ensure that bidding documents include i) clauses stating that the Contractor is to comply with the requirement of the environmental impact assessment report, such as Environmental Impact Assessment (EIA) and Initial Environmental Examination (IEE), whichever applicable, the Environmental Management Plan (EMP), Gender Action Plan (GAP), JICA Guidelines for environmental and social considerations (April 2010) (hereinafter referred to as "JICA Environmental Guidelines"), and ADB Safeguard Policy Statement (June 2009). ii) the specification clearly stipulating the safety requirements in accordance with the laws and regulations in the country of the Borrower, relevant international standards (including guidelines of international organization), if any, and also in consideration of "the Guidance for the Management of Safety for Construction Works in Japanese ODA Projects of JICA", iii) the requirement to furnish a safety plan to meet the safety requirements, iv) the requirement for the personnel for key positions to include an accident prevention officer, and v) the requirement to submit method statements of safety to the Employer and the consultant at the construction stage;

(c) Assist the Employer in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries;

(d) Evaluate bids in accordance with the criteria set forth in the bidding documents. In such evaluation, the Consultant shall carefully confirm that bidders' submissions in their technical proposal including, but not limited to; risk management plan, site organization, mobilization schedule, method statement, construction schedule, safety plan, and EMP, have been prepared, consistent with each other, and meet requirements set forth in applicable laws and regulations, specifications, and other parts of the bidding documents;

(e) Prepare a bid evaluation report for approval by the Bids and Awards Committee (BAC);

(f) Assist the BAC and the Employer in contract negotiation by preparing agenda and facilitating negotiations including preparation of minutes of negotiation meeting; and

(g) Prepare a draft and final contract agreement.

(4) Construction Supervision for N2 Package 1 to 5 and SC Package 1 to 7

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. FIDIC MDB Harmonized Edition (2010) complemented with the Particular Conditions as included in the ADB's Standard Bidding Documents for Procurement of Works (June 2018) will be applied to the civil works of the Project. In this context, the Consultant shall:

- (a) Act as the Engineer¹⁹ to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- (b) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals, and notices as appropriate;
- (d) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security, and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor, and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- (i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions. Issue further drawings and give instructions to the Contractor for any works which may not be sufficiently detailed in the contract documents, if any;
- (j) Review and approve the Contractor's working drawings, shop drawings and drawings for temporary works. Also review and approve, if any, design prepared by the Contractor for any part of the permanent works;
- (k) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;

¹⁹FIDIC refers to this 'Engineer' as the 'Consulting Engineer'. The roles of the Consulting Engineer are stipulated on the FIDIC website (<http://fidic.org/node/753>).

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- (l) Assist the Employer in relocation of utilities;
 - (m) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
 - (n) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
 - (o) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety, and iii) protection of the environment. Confirm that a safety officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
 - (p) Supervise field tests, sampling and laboratory test to be carried out by the Contractor, and ensure tests are done in accredited laboratories by the GOP;
 - (q) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the specifications;
 - (r) Supervise all aspects of the Contractors' implementation of a comprehensive safety management plan covering occupational health and safety, incorporation of safety into the design (including Contractors' design, etc.) as well as site safety matters and complying with all applicable legislations. The Consultant shall review and manage the procedures and arrangements implemented by the contractor according to recognized international practices and standards, such as the ISO safety standards, and undertake audits in accordance with those arrangements following up to ensure closure of any non-conformances;
 - (s) Survey and measure the work output performed by the Contractor. Verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
 - (t) Coordinate the works among different contractors employed for the Project;
 - (u) Modify the designs, technical specifications and drawings, relevant calculations and cost estimates as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
 - (v) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
 - (w) Inspect, verify, and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the civil works contract;
 - (x) Perform the inspection of the works, including Test on Completion, and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;
 - (y) Supervise commissioning and carry out tests during the commissioning;
 - (z) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
 - (aa) Review and endorse the as-built drawings prepared by the Contractor for the works constructed if it is in accordance with the design.

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- (bb) Prepare the overall operation and maintenance manual for the works constructed, including the works designed by the Contractor;
 - (cc) In case of accidents during the construction, assist the Employer to report to JICA and ADB the details of such accidents in a manner reasonably requested by JICA and ADB;
 - (dd) Prepare and submit reports to the Employer, which are detailed in Chapter 6 in relation to the implementation of the Project;
 - (ee) Security Assessment and Risk Management; and
 - (ff) Public Relation activities and community consultations, as well as adherence to the procedures outlined in the Project grievance redress mechanisms.

(5) Construction Supervision for N2 Package 6, and N2 +SC Package 1 and 2

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. Standard Bidding Documents under Japanese ODA Loans for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works designed by the Contractor will be applied to this Project. In this context, the Consultant shall:

- (a) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- (b) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals, and notices as appropriate;
- (d) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security, and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- (i) Supervise all aspects of the Contractors' implementation of a comprehensive safety management plan covering occupational health and safety, incorporation of safety into the design (including contractors' design, etc.) as well as site safety matters and complying with all applicable legislations. The Consultant shall review and manage the procedures and arrangements implemented by the contractor according to recognized international practices and standards, such as the ISO safety standards, and undertake

audits in accordance with those arrangements following up to ensure closure of any non-conformances;

- (j) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;
- (k) Review and approve the Contractor's design for the works to be constructed, working drawings, shop drawings and drawings for temporary works;
- (l) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
- (m) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- (n) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
- (o) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety, and iii) protection of the environment. Confirm that a safety officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
- (p) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
- (q) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the Employer's Requirements;
- (r) Verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
- (s) Coordinate the works among different contractors employed for the Project;
- (t) Modify the Employer's Requirements as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
- (u) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
- (v) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the contract;
- (w) Supervise the Test on Completion carried out by the Contractor and assist the Employer in carrying out the Test after Completion;
- (x) Perform the inspection of the works and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;
- (y) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
- (z) Check and certify as-built drawings prepared by the Contractor;
- (aa) Check and certify the operation and maintenance manual prepared by the Contractor;

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- (bb) In case of accidents during the construction, assist the Employer to report to JICA and ADB the details of such accidents in a manner reasonably requested by JICA and ADB; and
- (cc) Prepare and submit reports to the Employer, which are detailed in Chapter 6 in relation to the implementation of the Project.

(6) Safety Management

Safety Management relates to Engineering Safety and not Construction or Occupational Health and Safety which are covered in Item (4) of this Chapter 3. Engineering Safety is concerned with the delivery of a constructed railway system with systems that can be operated and maintained safely and where safety risks to people (station users, passengers, railway staff, visitors, trespassers) have been identified and either eliminated or reduced to acceptable risk levels, such that any residual risks can be managed safely by the Operator. In this context the Consultant shall:

- (a) Act as the Employer's Representative in Engineering Safety related matters in pursuant to clause (e) of this Item (6).
- (b) Establish and manage a safety risk register (Hazard Log) to record the engineering safety risks associated with the design and future operation of the railway together with a risk classification scheme indicating level of risk, its frequency, its consequence and potential design or operational mitigations and final risk level prior to construction and after construction
- (c) Ensure that the Hazard Log is kept up to date with engineering safety hazards that have been identified during the design process both by the Contractor(s) or the Consultant during the course of the Consultant's activities
- (d) Record and maintain the current closeout status of Hazard Log entries during the design and construction phases of the project
- (e) Undertake overall safety management responsibility for the delivery of a system and infrastructure that will be safe to be operated by the O&M provider. (This will be referred to as Engineering Safety.)
- (f) Review any Contractors' Engineering Safety Plans which set out how the Contractor(s) intend to provide a system and infrastructure that is tested and is safe to be operated when handed over to the O&M provider.
- (g) Prepare an Engineering Safety Plan which set out how it intends to provide a design that will be safe to be operated by the O&M provider. This also applies where the Consultant is undertaking subsequent design changes to a Contractor's design.

- (h) Take responsibility for the delivery of the Project's safety report containing the reasons with evidence, why the Contractor (and the Consultant where relevant) believe that the implementation of the railway and its infrastructure systems, are acceptably safe (This will be referred to as the 'Safety Case'.)
- (i) Take responsibility for the delivery of a Safety Case which is able to and satisfies the Employer's appointed safety assessment body.
- (j) Undertake the production of Safety Case addenda to the existing approved Safety Case where appropriate in subsequent delivery phases
- (k) Interface with the Contractor(s) and take responsibility for, providing any safety related material that the appointed safety assessment body may request from the Contractors(s), 3rd Parties or the O&M provider.

(7) Reliability, Availability and Maintainability (RAM) Management

The Consultant shall:

- (a) Act as the Employer's Representative in RAM related matters
- (b) Ensure that the Contractor has properly considered the RAM aspects in the overall system design.
- (c) Review the Contractor's overall System RAM model to ensure that the system design and its sub-systems are able to deliver the Service Requirement RAM Targets as previously agreed between the Employer, the E&M and Rolling Stock Contractors.
- (d) Review the Mean Time to Repair (MTTR) figures used in the RAM model to ensure that these are reasonable given the track layout and likely location of the maintenance centers (depots) and points of failure across the end-to-end railway.
- (e) Review the system and sub-system failure rate figures used in the Overall RAM model to determine if these are in line with industry norms.
- (f) Set up and operate a Data Reporting, Analysis, and Corrective Action System (DRACAS) for end-to-end project performance monitoring and the subsequent verification of the Contractor's RAM model.
- (g) Use the DRACAS system to record defect and performance data for later analysis once the system has been handed over to the O&M provider.
- (h) Report to the Employer on integration activities and progress.

(8) System Integration Responsibility

System Integration in this chapter relates to railway integration at a functional systems level across the end-to-end railway. It is related to Interface Management but is focused on ensuring that the various systems and interfacing elements will provide the necessary

functionality. Some examples include: ensuring that trains stop correctly in the station, Operator able to view critical alarms, failed trains can be recovered, backup power systems adequately rated, Operators have control over OCS power, communications systems can support the required services, system response times are adequate, adequate radio comms coverage is provided, civil works do not impose unnecessary constraints etc.). Although it is expected that the E&M Contractor will be assuming some level integration responsibility, the overall responsibility must rest with the Consultant as it is the single unifying party with overall knowledge, who will remain in place throughout the various delivery stages and phases of the Project. In this context the Consultant shall:

- (a) Act as the Employer's Representative in System Integration related matters
- (b) Undertake the overall system integration role to ensure the functional compatibility of interfacing systems across the rolling stock, civil and E&M contracts.
- (c) Advise the Employer on resolution of any disputes between the rolling stock, civil, and E&M contractors where functional interface issues arise
- (d) Review the Contractor(s) system integration plans which set out how the Contractor(s) intend to deliver a functionally integrated and tested railway when it is handed over to the O&M provider
- (e) Report to the Employer on integration activities and progress
- (f) Ensure that any introduction of new/additional systems to the commissioned and operating railway are compatible and can be integrated
- (g) Develop the system integration planning to control the integration activities when new operational sections are to be added and connected to the commissioned and operating railway.
- (h) Interface and work with the O&M provider to agree on system integration planning matters
Interface and work with the O&M provider in the development of O&M's Concept of Operations document which sets out how the railway and its facilities will be operated.

(9) Interface Management

The Consultant shall:

- (a) Review, modify, and update interfaces and proposed solutions identified by JDT and the Employer;
- (b) Verify the work interfaces (all physical and functional demarcations for both design and construction responsibility) and identify any new work interfaces associated to the detailed design and/or alternative design by the Consultant, and/or any Contractor's design approved by the Consultant;
- (c) Update the Interface Schedule identifying all demarcations, responsibilities and interface issues with other parties and record the agreed resolution as appropriate;

(d) Ensure that the design is fully integrated, complete, and coordinated and that the design is accurately reflected in all of the design submissions being prepared. The design shall also incorporate the interface requirements as a result of the resolution of any interface matters with other parties.

(e) Continue to coordinate with the relevant parties to achieve satisfactory resolution of interface matters affecting the works. The parties include, but are not limited to, the following:

- i. Other consultants employed by the Employer or others, on works carried out by the Interfacing and Designated Contractors
- ii. Interfacing and Designated Contractors
- iii. The Employer's staff
- iv. Affected property owners and their agents
- v. Utility providers
- vi. Government agencies and their consultants and agents
- vii. Other projects with interfaces with the Project, including future and already identified projects;

(f) Manage/facilitate the work interfaces with other contracts and other activities as required by the Employer and maintain close liaison with the Contractor and the other consultants engaged by the Employer;

(g) Manage/ facilitate the Contractor to prepare interfacing point schedules in a timely manner, without affecting the progress of the construction works. The interfacing point schedules shall include, but not limited to, building services, signage, advertising panels, security and access management system;

(h) Manage the Contractor to ensure that interfaces with the above-mentioned parties are being resolved and ensure that they are regularly advised of the design status, including any potential changes at the interfaces together with the details of the agreed provisions included in the design to meet their interface requirements. If unable to reach agreement with other parties to resolve interface issues, the Consultant will continue to advise the Employer and recommend new options until a resolution to the interface issues is achieved;

(i) Ensure that all the work is done in a timely manner, without affecting the status of the construction works; and

(j) Use of Geographic Information System in implementation of the aforementioned scope.

(10) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP), Resettlement Action Plan (RAP) and Gender Action Plan (GAP)

Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP)

The Consultant shall:

- (a) Update the Environmental Impact Statement (EIS), the EMP, and the EMoP as appropriate if any unanticipated environmental risks and impacts arise and/or if there are any changes to project design that would cause environmental risks or impacts not within the scope of the EIS and submit such updated EIS to the Employer, ADB and JICA for review, clearance and public disclosure prior to the implementation of such changes; incorporate necessary technical specifications with design and contract documentation;
- (b) Update the EMP and the EMoP or prepare a new EMP and EMoP when unanticipated environmental impacts become apparent during project implementation to assess those impacts, evaluate the alternatives, and outline mitigation measures and resources addressing those impacts, in line with all applicable environmental laws, policies, and regulations of the Philippines, ADB Safeguard Policy Statement, and JICA Environmental Guidelines;
- (c) Update the EMP and the EMoP should there be changes in the Project during implementation such as, but not limited to, the alignment, construction methodology, and other components that shall result to adverse environmental impacts not identified and addressed in the current EIS, EMP, and EMoP;
- (d) Ensure that the Project is constructed and monitored in strict conformity with all applicable environmental laws, policies, and regulations of the Philippines, ADB Safeguard Policy Statement, and JICA Environmental Guidelines;
- (e) Assist the Employer in the following as fulfillment of the conditions stated in the Environmental Compliance Certificate (hereinafter referred to as "ECC") as well as in the JICA Environmental Guidelines, ADB Safeguard Policy Statement, and other environment-related requirements of the Project:
 - i. Survey and preparation of inventory of trees affected by the Project,
 - ii. Decontamination of toxic sites of the Project as required,
 - iii. Survey of archaeological sites and preparation of the Archaeological Impact Statement (AIS),
 - iv. Survey and documentation of affected heritage, historical, and/or cultural structures, sites, and/or markers,
 - v. Protection of affected heritage, historical, and/or cultural structures, sites, and/or markers as required by national and international laws, standards, and guidelines,
 - vi. Provision of an Information, Education, and Communication (hereinafter referred to as "IEC") Plan to advise stakeholders of the implementation of the Project, its impacts, and measures to mitigate the effects of the Project;
- (f) Assist the Employer in the implementation of the measures identified in the EMP;
- (g) Monitor the effectiveness of the EMP and recommend measures and solutions to address identified gaps and mitigate negative impacts of the construction works on the environment;
- (h) Clearly define to the contractors their responsibilities in the implementation of the said EMP;
- (i) Assist the Employer, prior to mobilization and project construction, in reviewing the Contractors' Construction Environmental Program/Construction Environmental

Management Plan (CEMP) and in ensuring that the Contractors' CEMP comply with the conditions stated in the ECC, the EMP, the applicable environmental laws, policies, and regulations of the Philippines, the ADB Safeguard Policy Statement, and the JICA Environmental Guidelines;

- (j) Recommend to the Employer any necessary amendments to the CEMP;
- (k) Submit the CEMP to the Employer, ADB, and JICA for review;
- (l) Undertake close supervision, monitoring, and reporting of the Contractor's implementation of the CEMP to ensure timely and satisfactory compliance with the mitigation measures set forth in the EMP and with other conditions in the ADB Safeguard Policy Statement and JICA Environmental Guidelines, and to minimize any adverse environmental impacts arising from the construction and operation of the Project;
- (m) Undertake close supervision, monitoring, and reporting of the Contractor's environmental baseline sampling and subsequent ambient monitoring (air quality, noise, water quality, etc.) throughout the construction phase;
- (n) Assist the Employer in conducting regular and/or ongoing consultations with the project-affected families project information (e.g. schedule, activities, impacts, mitigation, etc.) as well as documentation and resolution of concerns related to environmental impacts of the Project;
- (o) Assist the Employer, before project construction, in establishing a grievance redress mechanism including the formation of a Grievance Redress Committee, and provide training for the personnel manning the GRM to receive and facilitate resolution of the concerns, complaints, and grievances of the affected people about the Project's environmental performance, make public the existence of this grievance redress mechanism through public awareness campaigns, review and address environmental grievances of stakeholders in relation to the Project, any of the service providers, or any person responsible for carrying out any aspect of the Project, and proactively and constructively respond to such grievances.
- (p) Undertake monthly monitoring of EMP implementation from commencement until two (2) years after the completion of the Project, in compliance with conditions stated in the ECC as well as in the requirements under JICA Environmental Guidelines and ADB Safeguard Policy Statement. Results of the monthly monitoring report shall be consolidated into an Environmental Monitoring Report (EMR) which shall be submitted to the Employer every three (3) months after the commencement of the services until the completion of the Project, and semi-annually or annually for two (2) years after the completion of the Project;
- (q) Assist in submitting the Compliance Monitoring Report (CMR) to the Department of Environment and Natural Resources (DENR) in the prescribed format after its verification by the Employer in compliance with the ECC for the Project. The CMR shall be submitted to DENR every January and July of the year;
- (r) Assist in submitting the Semi-Annual Environmental Monitoring Report (SEMR) to ADB after the verification of the EMRs by the Employer. SEMRs shall be duly submitted to ADB on the 4th week of January and July (i.e., 30 days from end of each 6-month monitoring period). The SEMR must include consolidated results of monthly environmental monitoring, environmental monitoring data (baseline and routine), review

of the progress of environmental measures detailed in the EMP, details of complaints received, and corresponding actions taken, details of safety issues and corresponding action plans as well as other relevant information, environmental issues and corrective measures implemented;

- (s) Assist in submitting the EMR, after its verification by the Employer, to JICA as part of the Progress Status Report every three (3) months after the commencement of the services until the completion of the Project and semi-annually or annually for two (2) years after the completion of the Project;
- (t) Engage an External Monitoring Agent for environmental monitoring, in behalf of the Employer. Ensure that the TOR for the EMA is suitable for the Project needs. Provide available relevant information to the EMA;
- (u) Assist the Employer in responding to requests from ADB and JICA's advisory committee for environmental and social considerations if necessary;
- (v) Assist the Employer in the capacity building of the Employer's staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting;
- (w) Should there be major non-compliance discovered during the review of the Project, prepare a time-bound corrective action plan for submission to ADB and JICA;
- (x) During ADB processing of subsequent MFF individual tranches, conduct due diligence and prepare a detailed report on:
 - i. Project compliance on the environmental assessment and review framework (EARF) and ADB Safeguard Policy Statement,
 - ii. Status of implementation of various provisions of the EMP,
 - iii. Compliance with the loan covenants between ADB and the GOP regarding environmental safeguards under previous tranches;
- (y) Prepare a Project Completion Environmental Monitoring Report after completion of construction, detailing the status of EMP implementation, outstanding environmental issues and necessary time-bound corrective action plan; and
- (z) Use of Geographic Information System in implementation of the aforementioned scope.

Involuntary Resettlement, Land Acquisition and Livelihood Restoration

- (aa) Update and/or prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project-affected persons (hereinafter referred to as "PAPs");
- (bb) In the inception phase, determine the composition of the team required to support involuntary resettlement, land acquisition and livelihood restoration and seek feedback and approval from the Employer, ADB and JICA;
- (cc) Conduct an assessment of the resources and capacity within the Employer to implement the RAP and make recommendations (either to provide support or for additional resources to be assigned);
- (dd) Update and/or prepare RAPs (as necessary) based on detailed design in accordance

- with the agreed resettlement framework and government policies, including entitlement matrix and compensation plan; coordinate with various agencies in preparing and implementing the procedures for timely land acquisition disbursement of compensation and entitlements to PAPs, and relocation procedures;
- (ee) Review the relocation site options and ensure that they are in compliance with the RAP;
 - (ff) Prepare disbursement projections related to resettlement and right of way clearing activities, and support the Employer to request budgetary allocations for counterpart funds;
 - (gg) Provide assistance to the Employer in the full implementation of the RAP and all associated activities, including ensuring that compensation and assistance have been provided to PAPs prior to civil works and/or displacement, and livelihood restoration and improvement program is implemented and monitored on a regular basis;
 - (hh) Assist the Employer in conducting the social assessment, or supplementing the existing social assessment when necessary, including, but not limited to, the baseline survey for monitoring and evaluating the livelihood and income restoration plan and the needs assessment survey for identifying income restoration options, during early stage of the detailed design stage and review the existing Livelihood and Income Restoration Plan and entitlements for vulnerable PAPs and recommend revisions on the plans to the Employer, when and if necessary.
 - (ii) Assist the Employer in implementing the approved additions and/or revisions in the Livelihood and Income Restoration plans and coordinate with relevant agencies, institutions, and organizations involved in the said implementation;
 - (jj) Continually review and conduct due diligence on the implementation of the livelihood restoration and improvement program delivered by the Employer, housing agencies and LGUs, both before and after relocation of PAPs. Prepare corrective action plans as needed. Ensure all those that are to be included in the program, both informal and formal settlers and displaced persons/workers, are provided assistance and support through the program. Prepare and submit due diligence reports and corrective action plans, through the Employer, as requested by ADB and JICA;
 - (kk) Screen for changes in the detailed engineering designs that may cause physical and/or economic displacement. In the event that additional impacts are identified or caused by the Project, prepare an updated RAP or Addendum RAP (as agreed between the Employer, JICA and ADB) based on the safeguards policies and approved Framework for the Project.
 - (ll) In case of modification/s in the detailed design during the construction, assist the Employer in identifying additional PAPs and prepare the updated list of eligible PAPs and the applicable entitlements based on the approved Entitlement Matrix;
 - (mm) Undertake all additional works necessary to evaluate the entitlement of newly-identified PAPs, including but not limited to, surveys, and interviews;
 - (nn) Prepare required social safeguard documents (RAP/Indigenous Peoples' Plan hereinafter referred to as "IPP") for subsequent project tranches or sub-projects funded by ADB, and provide support to implement and monitor the safeguard activities. Undertake a due diligence review of RAP design and implementation of previous project tranches to identify lessons learned and opportunities to improve RAP/IPP

design/implementation. The due diligence will also identify any outstanding issues and prepare corrective action plans to resolve these issues. Collaborate with the engineering team to promote minimization of resettlement impacts.

- (oo) Screen for changes in the detailed engineering designs that may have an impact on Indigenous Peoples (IP)/Indigenous Cultural Communities (ICC), and if necessary, undertake all of the requirements to secure a certificate of precondition from NCIP, as well as prepare IPP based on the safeguards policies and framework, and provide support to implement and monitor the Indigenous Peoples Plans. The Project will seek to avoid or mitigate negative impacts and increase positive impacts for affected Indigenous Peoples communities;
- (pp) Monitor and document land acquisition, involuntary resettlement, and compensation activities being undertaken by the Employer and key shelter agencies and/or competent authorities in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines and ADB Safeguard Policy Statement. Submit the Land Acquisition and Resettlement Monitoring Report monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form will be filled and attached to the Report;
- (qq) Continually review and conduct due diligence on the preparation of the resettlement sites in coordination with the key shelter agencies and LGUs, and temporary accommodation/rental subsidy if required, to ensure they meet the guidelines as outlined in the RAP. If shortcomings are identified in resettlement site infrastructure, facilities, or operations, ensure these are fully reported and consulted with the Employer and key shelter agency to achieve satisfactory and timely resolution.;
- (rr) Make recommendations on the development of a comprehensive and secure sex-disaggregated database to record information about PAPs, if needed, make recommendations on available software/applications, and determine the capacity and training needs. The database will be an important tool in the implementation of the RAP, as well as monitoring and evaluating activities;
- (ss) Assist the Employer to prepare internal monitoring reports on a quarterly basis (as part of the project status reporting) and semi-annual basis (for semi-annual social safeguards reporting) for submission to JICA and ADB and the External Monitoring Agency (EMA). The reporting will cover from the commencement of the services until the completion of the Project;
- (tt) Procure External Monitoring Agent for RAP, in behalf of the Employer. Ensure that the TOR for the EMA is suitable for the Project needs. Provide available relevant information to the EMA;
- (uu) Assist the Employer in establishment of grievance redress mechanism including the formation of a Grievance Redress Committee, and provide training for the personnel manning the GRM;
- (vv) Assist the Employer to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, and that the GRM is accessible.
- (ww) Ensure that the grievance redress committees are able to maintain sex-disaggregated records of complaints, actions and resolutions. Provide capacity building training in this regard as needed.

- (xx) Assist the Employer in facilitating stakeholder communication and implementation and monitoring of the Grievance Redress Mechanism (GRM) (and complaints) and other applicable institutional arrangements.
- (yy) Facilitate the conduct of IECs and stakeholder consultations if necessary and prepare relevant presentations and briefing materials to stakeholders.
- (zz) Propose a communications and consultation plan for resettlement and livelihood restoration programs of the Employer and the housing agencies involved ensuring that it meets the JICA Environmental Guidelines and ADB Safeguard Policy Statement regarding meaningful consultation; and support the implementation of the communications plans. The communications plan should also include host communities where resettlements sites will be built.
- (aaa) Ensure relevant project information is delivered to stakeholders in a culturally appropriate, gender-sensitive and timely manner, and support an efficient and regular two-way flow of information between the Employer and stakeholders;
- (bbb) Ensure timely disclosure of all safeguard documents;
- (ccc) Monitor the implementation of the communications and consultation plan throughout the project, ensuring corrective actions are taken where needed;
- (ddd) Assist the Employer in the capacity building of its staff on land acquisition, resettlement, and livelihood restoration through on-the-job training on JICA Environmental Guidelines, ADB Safeguard Policy Statement, supervision and monitoring, and reporting;
- (eee) Assist the Employer in ensuring that the institutional arrangements as identified in the RAP are operational/functional;
- (fff) Should unanticipated involuntary resettlement and IP/ICC impacts be determined during construction, ensure the conduct of a social impact assessment and update the social safeguards planning documents or formulate a new one covering all applicable requirements specified in the RAP;
- (ggg) If major noncompliance is discovered during the review of the Project, prepare a corrective action plan and submit to the Employer for submission to ADB and JICA; and
- (hhh) Use of Geographic Information System in implementation of the aforementioned scope.

Gender Mainstreaming / Gender Action Plan

- (iii) In the inception phase, engage the services of a Gender Specialist (15 PM) to support GAP implementation, monitoring and reporting as part of the Consultant team, with a specific and detailed TOR;
- (jjj) Formulate a GAP implementation plan aligned with the over-all project implementation plan, and the DOTr Annual GAD Plans and Budgets;
- (kkk) Integrate in the over-all project performance and monitoring system, the collection of sex-disaggregated data and gender-related quantitative and qualitative information, relevant to the GAP implementation. This includes collection of human-interest stories and images, according to ADB Guidelines;
- (lll) Review the design on the works to include gender-responsive and inclusive physical

design features and make corrective measures, if needed, and seek the Employer, ADB and JICA's approval. Ensure that all gender-responsive and inclusive physical design features are implemented during the construction phase;

(mmm) Develop and implement a program and mechanism to address sexual harassment in the context of civil works and during operation and maintenance, including the conduct of training and awareness-raising for the communities, and project workers, in accordance with the GAP;

(nnn) Assist the Employer in identifying, planning and producing a knowledge product on gender and rail transport; and

(ooo) Regularly report on GAP implementation as part of the project quarterly report; and include a Summary of Gender Equality Results and Achievements using ADB required format, as part of the Project Completion Report.

(11) Support on Operations and Maintenance (O&M)

a) JDT Train Operation Plan

The Consultant shall review and validate the train operation plan made by JDT if it is in accordance with the JDT Detailed Design and minimum service and performance requirements by the Employer. The Consultant shall also consider updated passenger demand forecasts and related operation plans from the NSCR Phase 1 General Consultant, Metro Manila Subway JDT, Metro Manila Subway General Consultant, and from the Employer. It should include: capacity, the number of trains, operation diagram, and Power consumption analysis for Partial Operations (2022), Full Operations (2023), Full Operations (2040), and for various degraded mode scenarios. The Consultant shall be fully aware of internationally recognized practices to design train operation plan. The train operation plan may also be reviewed and revised periodically by the O&M provider at later stage, according to the updated passenger forecast.

The operation plan must also take into account the Employer's requirements in terms of minimum service, types of services, etc., on top of meeting the passenger demand forecasted.

b) O&M Plan

i. Support on O&M by the Contractor

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

ii. O&M Training Plan

Based on the Train Operation Plan, the Consultant shall develop high level guidelines for staff recruitment and training program. The Consultant shall assist in the development of a Recruitment Plan for the recruitment of adequate staff to facilitate in the railway O&M. The Consultant shall also have a system to assess the skills and competence of the individuals who will undergo the training.

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

c) Coordination with O&M Provider

The Consultant shall take necessary action regarding coordination between O&M provider and relevant authorities, and giving advice, if necessary, regarding technical and institutional aspects for preparation of their services and management of the company. The Consultant shall also ensure coordination between the Contractor(s) and the O&M provider.

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

d) Assistance and Advice on Train Operation and Mechanical Equipment

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

The Consultant will advise on the following:

- i. Fundamental Concept of Train Operation.
- ii. Preventative Maintenance in Depot.

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

e) Assistance and Advice on Rolling Stock and Depot

The Consultant will assist and advise the Employer for the first year of commercial operation stage concerning training of the staff for operating and maintaining the Rolling Stock as well as periodical overhauling of the Rolling Stock in the nominated Depot as per maintenance schedules decided in consultation with the suppliers. The Consultant will review the performance of the Rolling Stock during the warranty period and take necessary recommendation for future supplies. The Consultant will submit

periodical report to the Employer in connection with Rolling Stock and Depot Maintenance.

f) Assistance and Advice on Signal, Telecommunications and Power Supply

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

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

g) Assistance and Advice on Civil and Track Works

- i.
- iii.

The Consultant will advise the Employer for training of the staff for method of maintenance of Civil Structures and Track Works. The Consultant will conduct inspections of Underground, Elevated and Depot Civil Works during the warranty period and first two (2)-year maintenance stage and make necessary recommendation on structure inspection. They will also assist the Employer in supervising instrumentation measurement and first two (2) years of maintenance works of the Track Works as maintenance process method prepared by the Consultant and approved by the Employer. The Consultant shall prepare first two (2)-year maintenance planning, and preparation and implementation of prevention measures against troubles.

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

(12) Technology Transfer

The Consultant shall carry out the technology transfer as an important aspect in design and supervision works. The Consultant shall provide the opportunity to the Employer's officers

and staff to be involved in the working team of the Consultant during the design, contract administration and supervision works to increase the knowledge and expertise of the Employer's staff involved with railway projects. The Consultant shall brief and demonstrate the construction supervision and contract management process and procedures.

The Consultant shall implement a plan for human resource development for the Co-end-Users' staff. The Consultant shall provide regular trainings, lectures, and workshops. A training curriculum/syllabus shall be submitted by the Consultant to the Employer for approval. The Consultant shall also monitor the participation and evaluate the performance of the staff.

(13) Coordination and Support

a) Coordination with Relevant Projects

During Pre-construction stage, the Consultant shall coordinate with agencies handling other projects with interfaces with the Project.

Coordination must be done on the design, schedule and other aspects which may affect the Project. The Consultant shall also assist the Employer during this stage.

b) Support on Stakeholder Communications

The Consultant shall support the Employer in all stakeholder communication activities, which include, but not limited to, the following:

- i. Harmonize the branding of all Project IEC materials;
- ii. Implement the Stakeholder Communication Strategy (SCS), including updating and production of IEC materials;
- iii. Ensure that all IEC materials produced are updated and
- iv. During Construction period, update the Public Relations (PR) materials created by JDT, and produce new PR materials to exhibit the following:
 - a. Introduction of the Project and expected commercial operation date and expected Project impact to the residents;
 - b. Progress of the Project;
 - c. Major site works;
 - d. Inconveniences expected by the site works;
 - e. Information relevant to project affected persons and the implementation of the Resettlement Action Plan;
 - f. Information relevant to the implementation of the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP)
 - g. Public opinion of the project/ site works;
 - h. Promotion materials (video, logo, simulations, drone footage, etc); and
 - i. Other relevant information, such as the GRM contact details.

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- v. Take over the management of social media platforms handled or created by JDT, and ensure that the above-mentioned updates are consistently communicated through the relevant social media platforms;
 - vi. Identify effective ways in motivating people to use the public transport (safety, convenience, reliability, cost, etc.);
 - vii. Support public relations activities in the implementation of the Resettlement Action Plan (RAP), Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Gender Action Plan (GAP);
 - viii. Support public relations activities relating to Transit Oriented Development implementation; and
 - ix. Coordinate with other DOT railway projects and other media agencies.
- c) Support on the Planning and Implementation of Transit Oriented Developments (TOD)

The Consultant shall undertake the following:

- ii. Updating TOD conceptual studies per station area provided by the JDT. The scope of the conceptual study shall be approved by the Employer prior to commencement;
- iii. Producing TOD conceptual studies per station area not covered by the JDT. The scope of the conceptual study shall be approved by the Employer prior to commencement;
- iv. Crafting TOD development and implementation guidelines;
- v. Detailing the conceptual masterplan development of station areas provided by the JDT. The scope of conceptual masterplan shall be approved by the Employer prior to commencement;
- vi. Producing conceptual masterplan development for station areas not covered by the JDT; The scope of conceptual masterplan shall be approved by the Employer prior to commencement;
- vii. Drafting the masterplan of the Project's TOD support facilities for all stations:
 - a) The TOD support facilities shall be within 50 meters around the stations;
 - b) The TOD support facilities shall include, but not limited to, provision for universal access and interchange connections for other modes of transportation;
 - c) All TOD support facilities shall be disaster resilient;
- viii. Producing conceptual designs, that are sufficient for detailed engineering design and are disaster resilient, of the following:
 - 1. main roads leading to stations of the Project;
 - 2. weather-protected pedestrian walkways leading to stations of the Project;
- ix. Providing workshops and relevant trainings on TODs, including, but not limited to, land use planning, zoning, transport and traffic planning, real estate development, disaster risk reduction and management, and landscape maintenance;

d) Support in Carrying Out CPN-07 and CP S-08

The Consultant shall support in carrying out the works by the Employer, including, but not limited to, the casting yards. The Consultant shall assist the Employer in the process of acquiring lands for casting yards. In addition, the Consultant shall ensure that the Contractor's design and construction of the casting yards are compliant with the specifications indicated in the detailed design.

(14) Building Information Modelling (BIM) for Construction Management, Review and Consolidation

The Consultant shall assist the Employer in enhancing construction and project management by:

- ii. Ensuring that the Contractors are informed and are compliant with the Employer's requirement to have Level of Detailed 500 for the as-built drawings, as further defined in the Employer's BIM Manual;
- iii. Consolidating, collating, and analyzing the BIM output of the Contractors:
 - i. Prepare Clash analysis reports;
 - ii. Certify accuracy and quality of the as-built combined services drawings submitted by the Contractors, ensuring the Level of Deliverable set in the contract with the Contractor is met;
 - iii. Consolidate all models submitted by the Contractor into a single harmonized model and printed outputs;
 - iv. Provide each station, bridge, viaduct, embankment, railtrack and depot a model that will be able to assist in the Building Management System of the Concessionaire of the Operations and Maintenance;
- iv. Providing the Employer with BIM equipment and software;
- v. Providing the Employer's officers and staff involved in the working team opportunities to enhance their skills in reading, analyzing, and preparing BIM documents.

(15) Prepare Documents and Reports Required by ADB

The Consultant shall:

1. Support the Employer in preparing the documentation of Periodic Financing Request (hereinafter referred to as "PFR") required to apply for the subsequent tranches under ADB's MFFs. These reports and documents shall include, but are not limited to, the following:
 - The PFR including all attachments as stipulated in the Framework Financing Agreement (hereinafter referred to as "FFA") between the GOP and ADB.
 - Progress report on technical and financial progress of the project including situation of contract awards and disbursements in the past and projections for the completion of the project, updates on the procurement plan and project

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- implementation schedule.
- Due diligence reports and/corrective action plans on the project progress and project implementation, especially social (land acquisition, resettlement, gender etc.) and environmental safeguards implementation.
 - Due diligence and project reports on the implementation on the policy roadmap and framework, preparation for the operation and maintenance phase of the project.
 - Documents as may be required by the Employer to request for financing of additional subprojects under the MFF. Please note that such subprojects shall satisfy the selection criteria as outlined in the FFA for the Project. This may include the preparation of environmental and social safeguard documents.
2. Prepare all documents required for reporting under the ADB loan agreements, the FFA and the Facility Administration Manual (hereinafter referred to as “FAM”) for the MFF, as agreed between GOP and ADB. These documents include, but are not limited to, the annual and semi-annual monitoring reports as specified in the FAM.
 3. Any other documents and reports as required by ADB and/or the Employer.

Chapter 4. Expected Time Schedule

The total duration of consulting services will be one hundred four (104) months, including twenty-four (24) months of defects liability period. The implementation schedule expected is as shown in Table 4.1.

Table 4.1: Implementation Schedule Expected

Key Activities	Date	Duration in Months
N2 and SC PO (CPS-01)		
Commencement of Consulting Services	June 2019	
Tender process for E&M and Rolling Stock	June 2019 to February 2020	Nine (9)
Commencement of Civil works	September 2019	Thirty-six (36)
End of Civil works	August 2022	
Commencement of E&M works	February 2020	Thirty-one (31)
End of E&M works	October 2022	
Defects Liability (Notification) Period Civil	September 2022 to August 2023	Twelve (12)
Defects Liability (Notification) Period E&M	September 2022 to August 2024	Twenty-four (24)
Defects Liability (Notification) Period Rolling Stock (Limited Express)	October 2024 to September 2026	Twenty-four (24)
Defects Liability (Notification) Period Rolling Stock (Commuter)	February 2026 to January 2028	Twenty-four (24)
Testing and Commissioning	March 2022 to August 2022	Six (6)
Commercial Opening	September 2022	
End of Consulting Services	January 2028	
SC (CPS-02 to 07)		
Commencement of Consulting Services	June 2019	
Tender process for E&M and Rolling Stock	June 2019 to February 2020	Nine (9)

Commencement of Civil works	April 2020	Forty-three (43)
End of Civil works	October 2023	
Commencement of E&M works	April 2020	Forty-three (43)
End of E&M works	October 2023	
Defects Liability (Notification) Period Civil	November 2023 to October 2024	Twelve (12)
Defects Liability (Notification) Period E&M	November 2023 to October 2025	Twenty-four (24)
Defects Liability (Notification) Period Rolling Stock (Commuter)	February 2026 to January 2028	Twenty-four (24)
Testing and Commissioning	May 2023 to October 2023	Six (6)
Commercial Opening	November 2023	
End of Consulting Services	January 2028	

Chapter 5. Staffing (Expertise required)

One hundred and eighty-four (184) International Experts and six hundred four (604) Local Experts will be engaged, for an estimated total of six thousand eight hundred fifty-eight (6,858) man-months for International Experts and seventeen thousand five hundred eighty-five (17,585) man-months for Local Experts. The estimated total consulting input is twenty-four thousand four hundred forty-three (24,443) man-months.

In addition, five hundred fifty-four (554) support staff will be engaged, for an estimated total of nineteen thousand ninety-four (19,094) man-months.

(1) Qualification of Key Experts

The qualification of Key Experts is shown in Table 5.1.

The Qualification of Key experts shall apply to both sub-components, Clark Extension (N2) and Calamba Extension (SC).

There are nineteen (19) foreign Key Expert positions. Each key expert position has two (2) personnel, one (1) for N2, and one (1) for SC except for the Project Director, E&M and Rolling Stock Team Leader, Rolling Stock Expert, and Gender and Development Expert.

Table 5.1: Qualification of Key Experts

DESIGNATION	QUALIFICATIONS
Project Director	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none">• Graduated in relevant Engineering courses <p><u>Experience:</u></p> <ul style="list-style-type: none">• General working experience: Twenty-five (25) years or more• Experience in Railway Related Field: Twenty (20) years or more• Experience in construction supervision as Project Director or Deputy Project Director for at least one (1) railway project under International Competitive Bidding (ICB) contract, of which construction/system procurement cost > USD 1 Billion• Experience in implementing at least one (1) project using FIDIC contract conditions and guidelines• At least two (2) experiences as Project Director of a transportation and other related infrastructure projects

<p>Project Manager</p>	<p><u>Education: and Qualification</u></p> <ul style="list-style-type: none"> • Graduated in relevant Engineering courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in Railway Related Field: Twenty (20) years or more • Experience in construction supervision for at least one (1) railway project under International Competitive Bidding (ICB) contract, of which construction/system procurement cost > USD 500 million • Experience in implementing at least one (1) project using FIDIC contract conditions and guidelines • At least two (2) experiences as Project Manager of a transportation project
<p>Chief Contract - Financial Manager</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in relevant courses (Engineering / any finance related course) <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience as contract specialist for Twenty (20) years or more and at least one (1) railway project of size > USD 500 million • Experience in ICB tender documents preparation and implementation using FIDIC contract conditions and guidelines for infrastructure projects >USD 500 million in at least three (3) projects
<p>Procurement Specialist</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in relevant courses (Engineering / any related course) <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in ICB tender documents preparation with FIDIC for land transport projects: Fifteen (15) years or more • Experience as contract specialist in at least one (1) railway project of size > USD 500 million (amount of the related packages)

<p>Cost Control Estimation Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Civil Engineering or Quantity Surveying <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience as cost estimation and control specialist for Fifteen (15) years or more in land transport projects and in at least one (1) railway project of size > USD 500 million
<p>Chief Quality Assurance and Quality Control Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in relevant courses (Civil Engineering / Architecture) <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in railway design and construction stage for land transport projects: Fifteen (15) years or more • Experience as QA/QC expert in at least one (1) railway project in design stage and in one (1) railway project in construction stage. The project size > USD 500 million
<p>Chief Social & Resettlement Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in any relevant courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in resettlement management for a project financed by a Japanese ODA Loan or Multilateral Development Banks (MDB) for Fifteen (15) years or more • Experience in implementing land acquisition and resettlement projects in the Philippines for the last five (5) years • Experience as Resettlement/Land Acquisition in at least one (1) land transport project of size > USD 500 million in design and construction supervision stage

<p>Chief Environment Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in any relevant courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in environmental monitoring and management for a project financed by a Japanese ODA Loan or Multilateral Development Banks (MDB) for Fifteen (15) years or more • Experience in implementing environmental projects in the Philippines for the last Five (5) years • Experience as Environmental Specialist in at least one (1) land transport project of size > USD 500 million in design and construction supervision stage
<p>Gender and Development Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in any relevant courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in GAD monitoring and implementation for a project financed by a Japanese ODA Loan or Multilateral Development Banks (MDB) for Fifteen (15) years or more • Experience in implementing projects in relation to GAD in the Philippines for the last Five (5) years • Experience as GAD Expert in at least one (1) land transport project of size > USD 500 million in design and construction supervision stage
<p>Civil/Station Construction Team Leader</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Civil Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in railway design and construction supervision stage: Twenty (20) years or more • Experience as team leader or deputy team leader in construction supervision stage of at least one (1) railway project of size > USD 500 million

<p>Civil Team Leader</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Civil Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design and construction of Railway Related Field: Fifteen (15) years or more • Experience as civil team leader or deputy team leader in construction supervision stage at least one (1) railway project of size > USD 500 million)
<p>Architectural Team Leader</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Architecture <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design and construction of Railway Related Field: Fifteen (15) years or more • Experience as architectural team leader or deputy team leader in construction supervision stage at least one (1) railway project of size > USD 500 million
<p>Building MEP Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Electrical/Mechanical Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in building MEP design and construction for Fifteen (15) years or more • Experience in building MEP in at least one (1) railway project of size > USD 500 million
<p>Lead Interface Coordinator</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in any relevant engineering courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in the design and construction of railway infrastructure for Fifteen (15) years or more • Acted as lead interface coordinator in at least one (1) railway project of size > USD 500 million

<p>E&M, Rolling Stock Team Leader</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Electrical/Mechanical Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design and construction supervision of railway projects as signal engineer, E&M engineer, and/or rolling stock engineer: Twenty (20) years or more • Experience as railway system integrator in at least one (1) railway project in the tender assistance or construction supervision stage with a project size > USD 500 million • Experience in handling projects following FIDIC Guidelines (YELLOW BOOK) in at least one (1) project
<p>Rolling Stock Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Mechanical Engineering or in any relevant Engineering course <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design and manufacturing of rolling stock in railway projects related: Fifteen (15) years or more • Experience as rolling stock specialist in at least one (1) railway project with rolling stock package of size > USD 30 million.
<p>Railway and Track Expert</p>	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Civil Engineering or in any relevant Engineering course <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design and construction of railway alignment and trackwork: Fifteen (15) years or more • Experience as Railway and Track expert in design and/or construction supervision stage at least one (1) railway project with trackwork package of size > USD 30 million

Interface System Integrator	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in relevant electrical and electronic engineering courses <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in railway signaling and communication engineering: Fifteen (15) years or more • Experience as railway system integrator in at least one (1) railway project in the construction supervision stage with a project size > USD 500 million
Signaling Expert	<p><u>Education and Qualification:</u></p> <ul style="list-style-type: none"> • Graduated in Electronics Engineering or in any relevant Engineering course <p><u>Experience:</u></p> <ul style="list-style-type: none"> • General working experience: Twenty (20) years or more • Experience in design of signal in railway projects: Fifteen (15) years or more • Experience as signaling specialist in at least one (1) railway project which involved the successful delivery, installation, and commissioning of a Communications-Based Train Control (CBTC) System • Experience as signaling specialist in at least one (1) railway project with signaling package of size > USD 30 million.

(2) Qualification of International Non-Key Experts

The qualification of International Non-Key Experts is shown in Table 5.2. The qualification of International Non-Key Experts is not evaluated in the evaluation of technical proposals.

Table 5.2 : Minimum Qualification of International Non-Key Experts

Subjects	Qualification
Educational Background	College graduate or more
General Working Experience	More than 10years
Working Experience in Railway	At least one construction project

The Consultant may propose other experts and supporting staff required to accomplish the tasks outlined in the ToR.

(3) Scope of works of Key Experts

Detailed information on the major tasks and duties of each member of the consulting team shall perform is provided as provided below:

Table 5.3: Scope of Works of Key Experts

Position	Major Tasks and Duties
Project Director	<ol style="list-style-type: none"> 1) Act as the Engineer and/or nominate other competent staff to act on behalf of himself as the Engineer for each of the works contract during Construction Stage. 2) Supervise all works contracts to ensure successful completion of the project within the time and cost limit. 3) Lead the Consultant team and ensure all deliverables are prepared in accordance with quality and time constraints. 4) Ensure consistency in the implementation of implementation management of both N2 and SC 5) Identify appropriate upgrading and modernization design codes and standards of railway facilities in collaboration with the Employer. 6) Review the operation safety measures. 7) Lead the Consultant team to review the bid documents for Rolling Stock and E&M packages to ensure compliance with the procurement guidelines of JICA. 8) Lead the consultant team to assist the Employer in appraising bids as part of the bid evaluation process. 9) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.
Project Manager	<ol style="list-style-type: none"> 1) Assist the Project Director to manage all works contracts respectively in N2 and SC for successful implementation of the project in terms of time and cost.

	<ol style="list-style-type: none"> 2) Administer and supervise site works and documentation for all works during construction. 3) Assist the Employer in reviewing and approving the construction schedules of all packages, including the design and manufacturing schedules for Rolling Stock and E&M packages prepared by the Contractor. 4) Review the bid documents for Rolling Stock and E&M packages to ensure compliance with the procurement guidelines of JICA. 5) Assist the Employer in appraising bids as part of the bid evaluation process. 6) Over-all responsible for GAP implementation, ensuring that all Project partners, consultants, and staff are aware of the GAP and its corresponding implementation and reporting requirements. 7) Prepare monthly progress reports and quarterly progress reports in a form agreed upon by the Employer, JICA and ADB. 8) Prepare the project completion report. 9) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.
<p>Chief Contract and Financial Manager</p>	<ol style="list-style-type: none"> 1) Assist the Employer on the preparation of invitation for bids, evaluation of bids received, contract negotiation and award of all packages of contractors. 2) Review the bid documents for Rolling Stock and E&M packages to ensure compliance with the procurement guidelines of JICA 3) Maintain regular estimates of the cost to completion and time to completion for each contract. 4) Certify advance payments in accordance with the contracts when necessary. 5) Certify interim and final payment certificates for submission to the Employer and assist the Employer in

	preparing loan withdrawal documentation for submission to JICA through the Employer.
Procurement Specialist	<ol style="list-style-type: none"> 1 Assist the Employer in reviewing the bid documents prepared by the JDT in compliance with JICA Guidelines. 2 Ensure that provisions of all contract packages are harmonized with the local procurement laws and JICA procurement guidelines. 3 Liaise with the Employer and government procurement agencies on all procurement activities. 4 Assist the Employer on the preparation of invitation for bids, evaluation of bids received, contract negotiation and award of all packages of contractors.
Cost Control and Estimation Expert 1	<ol style="list-style-type: none"> 1) Review the cost and quantity estimation based on the detailed engineering design drawings and technical specifications. 2) Assist the Employer in evaluating bids submitted by contractors in terms of cost aspect. 3) Check all submissions regarding invoices from contractor(s) related to all construction works including track, civil, structure, building (stations and depot), signaling & telecom, E&M and rolling stock.
Chief Quality Assurance and Quality Control Expert 1	<ol style="list-style-type: none"> 1) Review of QA/QC³ plan for tender documents. 2) Assist the Employer to evaluate bids submitted by contractors in terms of QA/QC. 3) Supervise contractor's QA/QC team to ensure smooth implantation of QA/QC plan on site. 4) Assist the resident engineers and experts in site inspections of contractor's works to meet the QA/QC requirement.
Chief Environment Expert	<ol style="list-style-type: none"> 1) Assist DOTr to review the contractor's Environmental Program to be prepared by the Contractor in accordance with EMP and EMoP, relevant plans, ADB Safeguard Policy and the JICA Environmental Guidelines and to make recommendations to DOTr regarding any

	<p>necessary amendments for its approval.</p> <ol style="list-style-type: none"> 2) Supervise the Contractor if mitigation measures are taken in accordance with the EMP. 3) Monitor the effectiveness of EMP and negative impact on environment caused by the construction works and provide technical advice, including a feasible solution proposal, so that the Employer can carry out improvement when necessary. 4) Monitor compliance with conditions stated in the ECC as well as the requirements under EMP, ADB Social Safeguard Policy and JICA Environmental Guidelines. 5) Lead the submit the submission of the required environmental reports to the Employer, ADB, and JICA. 6) Monitor the effectiveness of EMP and the negative impacts on environment caused by the construction works and provide technical advice, including a feasible solution, so the Employer can improve the situation when necessary. 7) Assist the Employer in preparing answers to the request from JICA's advisory committee for environmental and social considerations, if necessary 8) Assist the Employer in the capacity building of its staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision, monitoring, and reporting.
<p>Chief Social & Resettlement Expert</p>	<ol style="list-style-type: none"> 1) Assist the Employer in disseminating and explaining additional confirmed and identified land acquisition issues to the public, including holding of public consultations. 2) Assist the Employer in preparing the answer to the request from ADB and JICA's advisory committee for social considerations if necessary. 3) Assist the Employer in conducting internal monitoring on land acquisition and report the progress in monthly. 4) Assist the Employer in facilitating stakeholder's participation throughout the land acquisition and

	<p>resettlement activities.</p> <p>5) Provide technical services for grievance redress committee and keep records.</p>
<p>Gender and Development Expert</p>	<ol style="list-style-type: none"> 1) Support the Employer in putting in place the minimum requirements for GAP implementation, which includes: (a) formulating the GAP implementation plan and budget as part of over-all project implementation plan and budget; (b) integrating sex-disaggregated and gender-specific indicators relevant to the GAP and DMF in the project management and monitoring system; (c) capacity-building of the Employer's PMO to implement, monitor and report on GAP accomplishments – both at process and outcome levels. 2) Assist the Employer in reviewing bid documents, contracts, and agreements under the project to ensure compliance with GAP requirements; and monitor compliance of partners with gender-specific provisions of the agreement. 3) Support implementation of all actions in the GAP and gender-specific measures in the DMF, including training activities, setting up of programs and mechanism against sexual harassment, gender targets in employment and capacity-building, and the livelihood skills development program. 4) Initiate and consult with the Employer, JICA, and ADB on adjustments and/or amendments to the GAP and/or the gender-specific indicators of the DMF, if warranted by the circumstances surrounding during project implementation. 5) Conduct regular field visits to support and monitor GAP implementation, collect qualitative and quantitative data showing progress on GAP targets and indicators and outcomes. Qualitative data include human interest stories of project beneficiaries showing the project's contribution to gender equality and women's empowerment; and images/photos compliant with ADB requirements. 6) Prepare GAP progress reports (in accordance with required format) and ensure their inclusion in periodic progress reports. Maintain relevant records substantiating reported progress. Submit the GAP implementation status reports as part of the regular quarterly report, whether or

	<p>not a mission had been fielded. Refer to the ADB Gender Tip Sheet no. 4 on GAP monitoring and reporting.</p> <ol style="list-style-type: none"> 7) Act as the main focal point/contact for all gender-related activities between the project, implementing agency, the ADB country office, NGOs, and other consultants. 8) Liaise with community women's and women's groups to maximize opportunities for women's involvement in consultations and benefits under the project and ensure that related targets for women are met. 9) Lead in the conceptualization and planning of appropriate gender knowledge product among others, to assess and identify challenges, opportunities, progress indicators, and situation analysis of women and vulnerable sectors and the benefits resulting from improved transportation in the area. 10) Assist the IA in preparing the Project Completion Report (PCR) by drafting the Gender Appendix and by providing gender inputs to the main text and relevant appendices of the PCR.
<p>Civil/Station Team Leader</p>	<ol style="list-style-type: none"> 1) Support the Project Manager for smooth implementation of the Project. 2) Lead the civil design team to review detailed design of structural and civil works including embankment, viaduct, bridge, station, depot, crossing structure and drainage. 3) Assist the Employer in appraising bids as part of the bid evaluation process in civil packages and in evaluating of the capacity of contractors. 4) Attend the periodical site inspection during construction and the defects liability period and order the contractors' actions to be taken and payment methods. 5) Manage all construction supervision issues for the pertinent contract package(s) in terms of time (schedule), quality, budget, quantity, safety, contract, environment, etc. 6) Prepare monthly progress reports and quarterly progress

	<p>reports in a form agreed between the Employer, JICA and ADB.</p> <p>7) Prepare a construction completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports together with copies of as-built drawings.</p>
Civil Team Leader	<p>1) Support the Civil/Station Team Leader for smooth implementation of the Project for all design and construction issues related to civil design.</p> <p>2) Review detailed design of structural and civil works including embankment, viaduct, bridge, station, depot, crossing structure and drainage.</p> <p>3) Assist Civil/Station Team Leader in appraising bids as part of the bid evaluation process in civil packages and in evaluating of the capacity of contractors.</p> <p>4) Attend the periodical site inspection during construction and the defects liability period to resolve any civil design and construction issues arising.</p> <p>5) Assist Civil/Station Team Leader to prepare a construction completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports together with copies of as-built drawings.</p> <p>6) Assist the Cost Control and Estimation Expert in the preparation of BOQ by contract package for civil works. Prepare method of measurement, and technical specification for the related item of BOQ.</p>
Architectural Team Leader	<p>1) Support the Civil/Station Team Leader for smooth implementation of the Project for all design and construction issues related to architectural design.</p> <p>2) Review and optimize (if necessary) detailed design of all architectural works for railway station and depot, particularly the station architectural design including but not limited to the station layout plan to optimize the passenger flow during normal operation mode and emergency mode.</p> <p>3) Assist Civil/Station Team Leader in appraising bids as</p>

	<p>part of the bid evaluation process in civil packages and in evaluating of the capacity of contractors.</p> <ol style="list-style-type: none"> 4) Attend the periodical site inspection during construction and the defects liability period to resolve any civil design and construction issues arising. 5) Assist Civil/Station Team Leader to prepare a construction completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports together with copies of as-built drawings. 6) Assist the Cost Control and Estimation Expert in the preparation of BOQ by contract package for civil works. Prepare method of measurement, and technical specification for the related item of BOQ.
<p style="text-align: center;">Building MEP Expert</p>	<ol style="list-style-type: none"> 1) Support the Civil/Station Team Leader for smooth implementation of the Project for all design and construction issues related to building MEP design. 2) Review and optimize (if necessary) detailed design of all building MEP works for railway station and depot. 3) Assist Civil/Station Team Leader in appraising bids as part of the bid evaluation process in civil packages and in evaluating of the capacity of contractors. 4) Attend the periodical site inspection during construction and the defects liability period to resolve any civil design and construction issues arising. 5) Assist Civil/Station Team Leader to prepare a construction completion report, which will be a compilation and condensation of the data presented in regular monthly progress reports together with copies of as-built drawings. 6) Assist the Cost Control and Estimation Expert in the preparation of BOQ by contract package for civil works. Prepare method of measurement, and technical specification for the related item of BOQ.

<p style="text-align: center;">Lead Interface Coordinator</p>	<ol style="list-style-type: none"> 1) Support the Project Manager for smooth implementation of the Interface Management. 2) Lead the team in the review of Interface Management Plan/Schedule/Matrix 3) Lead in managing and facilitating work interfaces with other contracts and other activities as required by the Employer. Ensure that interfaces of all contract packages with other parties are all being managed and resolved. 4) Regularly analyze and advise all concerned parties of the design status, including any potential changes at the interfaces together with the details of the agreed provisions included in the design to meet all interface requirements. 5) Advise the Employer, the Engineer and other parties where they are unable to reach agreement to resolve any interface issue.
<p style="text-align: center;">E&M and Rolling Stock Team Leader</p>	<ol style="list-style-type: none"> 1) Support the Project Manager for smooth implementation of the Project. 2) Lead basic design of system works including signal, telecommunications, rolling stock, and depot and integrate these system designs. 3) Identify appropriate upgrading and modernization design code and standards in collaboration with the Employer. 4) Assist the Employer in appraising bids as part of the bid evaluation process in S&T package and Rolling Stock package. 5) Assist the Employer in evaluating the capacity of contractors. 6) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods
<p style="text-align: center;">Rolling Stock Expert</p>	<ol style="list-style-type: none"> 1) Assist the Employer with the preparation of BOQ by contract package for Rolling Stock. 2) Assist the Employer on supervision of the rolling stock

	<p>contractor.</p> <p>3) Attend the periodical site inspection during the design, production, delivery and defects liability period and order the contractors' actions to be taken and payment methods</p>
Railway and Track Expert	<p>1) Supervise the contractor's installation work.</p> <p>2) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.</p>
Interface System Integrator	<p>1) Establish schedule and procedures for test, commissioning and hand over with reference to the contract agreement which define the condition of the acceptance of the work; test, commissioning, and hand over for each contract with the contractor, the supplier, and the manufacturer.</p> <p>2) Assist, and supervise, the Employer in system integration of train operation and commissioning carried out by the staff for Operation of the Employer.</p> <p>3) Attend the periodical site inspection during the defects liability period and order the contractors' actions to be taken and payment methods.</p>
Signaling Expert	<p>1) Act as person-in-charge of signaling works in terms of technical aspect and assist the Project Manager (E&M and Rolling Stock).</p> <p>2) Review detailed engineering design and employer's requirement for signaling facilities to apply to the Project.</p> <p>3) Assist the Employer on supervision of contractors/ suppliers/ manufactures in construction and system integration works.</p>

Chapter 6. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to the Co-End-users, JICA and ADB, as shown in Table 6.1. The Consultant shall provide an electronic copy of each of these reports.

Table 6.1: Reporting Schedule

Contract Stage	Type of Report	Schedule	No. of Copies
Consultancy Services	Regular Basic Design and Detailed Design Review Report	Daily and Weekly upon commencement of services until completion of detailed design	10
	Detailed Design Review Report	Within three (3) months after completion of detailed design	10
	Inception Report	Within one (1) month after commencement of services	10
	Monthly Progress Report	Every month	10
	Quarterly Progress Report	Every quarter	10
	Project Completion Report (for submission to JICA and ADB)	At the end of services	10
Construction Supervision	Quality Control Report	Every month	10
	Construction Completion Report (and As-built Drawings)	At the end of the Project	10
Environment, Social Safeguard and Gender	Environmental Monitoring Report	Every quarter	10
	Internal Monitoring Report	Every quarter	10
	Semi-Annual Environmental Monitoring Report	Every six (6) months	10
	Semi-Annual Internal Monitoring Report	Every six (6) months	10
	Land Acquisition and Resettlement Monitoring Report	Every month	10
	Environmental and Social Safeguard Evaluation Report	At the end of the Project	10
	GAP Implementation Progress Report	Every quarter as part of the Quarterly Progress Report	10
Summary of Gender Equality Results and Achievements	At the end of the services as part of the Project Completion Report	10	
Other Report	Technical Report	As required or upon request by DOTr/PNR or JICA or ADB	As required

	Building Information Modelling Report	Every quarter	10
	System Integration Status Report	Monthly after the E&M and Rolling Stock contractors start designing; Monthly after the start of installment of major sub-systems.	10
	Safety Management Report	Monthly	10
	Asset Performance Report	Monthly once trial running begins.	10

Contents to be included in major reports are as follows:

Table 6.2 : Major Topics of the Reports

Report	Main subject discussed in the reports	Remarks
Inception Report	Inception Report: To be submitted within one (1) month after the commencement of the services, presenting the methodologies, schedule, organization, etc.	
Regular Basic Design and Detailed Design Review Report	To be submitted daily (as needed) and weekly. The report should reflect the progress and review being made on the draft detailed design.	
Detailed Design Review Report	To be submitted within 3 months after the completion of detailed design, presenting the results of review of detailed design, any proposed design remedies, revisions, as well as solutions, interface schedule, calculation sheets, design drawings, cost estimate, technical specifications, and BOQ.	
Monthly Progress Report	Describes briefly and concisely all activities and progress for the previous month by the tenth (10 th) day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. It also indicates the work to be performed during the coming month, the progress of the schedule and cost, safety reports, claims register, and any amendments made in the designs. This MPP shall form part of the Monthly Billing Claims.	
Quarterly Progress Report	To be submitted at every quarter during construction, presenting the progress status of the project.	
Project Completion Report	To be submitted within three (3) months after completion of construction, which comprises a project description and final details of the construction completed together with photographs.	

Quality Control Report	Includes all activities regarding quality control with quality/workmanship control data and photographs for the previous month by the tenth (10 th) day of the month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction.	
Construction Completion Report (and As-built Drawings)	To be submitted within three (3) months after completion of construction, which comprises a full size of the As-Built Drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, and field books. This includes a report on the completion of the gender-responsive and inclusive physical design features stated in the GAP.	
Environmental Monitoring Report	To be submitted at every quarter after the commencement of the services, presenting the environmental impacts and implementation of environmental mitigation measures during the construction stage, including proposed solutions and suggested revisions. Environmental monitoring forms will be filled and attached to the Report.	
Semi-Annual Environmental Monitoring Report	To be submitted semi-annually after the commencement of the services, up to two (2) years after the completion of the Project, presenting the environmental impacts and implementation of environmental mitigation measures during the construction stage, including proposed solutions and suggested revisions. Environmental monitoring forms will be filled and attached to the Report.	
Internal Monitoring Report	Progress of RAP implementation, public consultations held, and key issues raised; grievance redress issues and measures to address these issues; pending compensation payments; and resolutions of outstanding issues the month before and pending issues.	
Semi-Annual Internal Monitoring Report	Progress on land acquisition and resettlement activities, indicators, variations, if any with explanation and outcome, recommended corrective actions.	
Land Acquisition and Resettlement Monitoring Report	To be submitted every month during land acquisition and resettlement implementation periods. The report should include proposed solutions and suggested revisions. RAP monitoring form will be filled and attached to the Report.	

Environmental and Social Safeguard Evaluation Report	To be submitted by the end of the consulting services (end of project/RAP and Livelihood Restoration and Improvement Program implementation), presenting the evaluation of the implementation of the EMP, eMoP and RAPs.	
GAP Implementation Progress Report	To be submitted every quarter as part of the Quarterly Progress Report. The report shall include the status of the implementation of the GAP following the ADB required format.	
Building Information Modelling Report	To be submitted at every quarter Work in Progress presenting Combined Services Drawings of all structures. To be submitted three (3) months after the completion of the construction the complete Building Information Model with the complete Combined Services drawings.	
Safety Management Report	<p>To be submitted monthly:</p> <p>A Construction related H&S section providing:</p> <ul style="list-style-type: none"> - Metrics for reported site safety incidents, accidents, injuries and fatalities in dashboard and graphical format; - Descriptive summary of the key safety issues that have occurred in the current month and the close-out or action status from previous months. - The actions which are being taken to resolve the H&S safety issues <p>An Engineering Safety section providing:</p> <ul style="list-style-type: none"> - Metrics showing to the numbers of closed out or open items taken from the Hazard Log in terms of risk level categories - A descriptive list of the key Engineering safety risks that are threatening progress with the project <p>The actions which are being taken to resolve the Engineering safety issues</p>	
Asset Performance Report	<p>To be submitted monthly once trial running begins. The contents to reflect DRACAS activities and include:</p> <ul style="list-style-type: none"> - The observed failure rate of assets which have been tested and integrated into the system and generally remain powered up (also including those at the pre-commissioning stage) - analysis of failure trend - identification of systems or sub-systems 	

	indicating systematic failure - numbers of failed equipment returns to the suppliers with 'no fault found' recommendations for action	
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Chapter 7. Obligations of the Executing Agency

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

- (1) Assistance and exemption
Use its best efforts to, as described in the Sub-Clause 5.1 of General Conditions of Contract (GCC):
Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (a) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer's country while carrying out the Services under the Contract.
 - (b) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Employer's country according to the applicable law in the Employer's country.
 - (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Employer's country, of bringing into the Employer's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (2) Services, Facilities and Property of the Employer
The Consultant and the Employer shall agree on an arrangement with regard to the provision on services, facilities, and property by the Employer in accordance with Clause 5.4 of the GCC.
- (3) Counterpart Personnel
Make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Executing Agency with the Consultant's advice, in accordance with Sub-Clause 5.5 (a) of General Conditions of Contract, if necessary.

Chapter 8. Special Provisions

1) Employer's Concurrence

The Consultant shall seek the Employer's comment and concurrence on the employment of the Sub-Consultants, and EMAs. Specifically, the Consultants shall:

- i. Submit the TOR to the Employer before requesting for proposals;
- ii. Submit to the Employer the analysis and results of the technical proposals; and
- iii. Submit to the Employer a certified true copy of the contract right after contract execution.

2) Project Information Management System

- a. The Consultant shall use the Employer's Project Information Management System (PIMS) and ensure that all project work-streams are captured in it. The Consultant shall ensure that the PIMS captures all records or information acquired from the following activities, but not limited to:
 1. Right of Way and Site Acquisition (ROWSA)
 - i. Land Acquisition
 - ii. Informal Settler Families Resettlement
 - iii. Utilities Relocation
 - iv. Use of Geographic Information System (GIS)
 2. Approvals and permits from NEDA Board up to the smallest LGU permits
 3. Monitoring and Evaluation Requirements
 - i. Status Reports (DOTr Project Management Office, Contractors, Suppliers, and Consultants)
 - ii. Reports to DOTr Project Monitoring and Evaluation Service (PMES)
 - iii. Reports to other government agencies
 4. Stakeholder issues and grievances (e.g. request and complaints)
 5. Design and Construction Management
 - i. Tender Documents
 - ii. Manning
 - iii. Work Plan for all activities related to the different components of the Project
 - iv. Drawings
 - v. Manuals
 - vi. Resource Materials
 - vii. Billings
 - viii. All data made available by the Employer and the JDT
- b. In addition, the Consultant shall contribute in updating the Employer's PIMS Manual (Document Management, CAD, BIM, Scheduling, GIS) by coordinating with its PIMS consultants.

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- c. The Consultant shall also ensure the use of a Project Management Software to assist in the effective organization and management of the Project's tasks and outputs. The Consultant shall provide the Employer with the Project Management Software.

3) Video Conference System

The Consultant shall install a Video Conference System (VCS) in their office(s) and ensure its compatibility with the Employer and ADB's VCS. The Consultant shall also provide a guaranteed bandwidth for three (3) sites for the internet VC facility. In addition, a proven VC platform with robust features shall be used.

4) Biometrics-Based Attendance Record Keeping

The Consultant shall operate an attendance recording system using biometric authentication to record and verify the information of all the personnel entering and leaving the main and site offices. The system shall be in operation within one (1) month after commencement. The Consultant is responsible for registering the personnel's details to the system.

The readers shall be connected to a secured computer, so the personnel can record their signing in and out of the offices. The system may assign the time of recording as "IN" and "OUT" automatically. The secured computer shall be loaded with appropriate software for recording the data retrieved from the system and the time of signing in and out of each personnel. In cases where some personnel cannot report to the offices to attend to other work-related activities held outside of the office, they shall submit an official business travel form. The attendance record shall form part of the monthly billing submission by the Consultant.

The Consultant shall engage a specialist provider to design, provide and train the personnel to operate the system. The Consultant shall within seven (7) days of commencement, submit to the Employer the details of the system and the name and details of the specialist provider for the Employer's approval.

Prior to the operation of the system, the Consultant shall use log books to record the time of entry and departure of all personnel in and out of the offices. Nobody is allowed to work in the offices unregistered once the system is in operation.

5) Use of Unmanned Aerial Vehicles

The Consultant shall operate its own fleet of small unmanned aerial vehicles to monitor the Project, such as through the capture of high-quality photographs and videos of construction, testing and commissioning, and the general surroundings, and shall submit data to the Employer. The Consultant shall also propose and execute other innovative uses of small unmanned aerial vehicles to achieve its scope of work throughout the term of the Project.

The Consultant shall also compel the use of small unmanned aerial vehicles by the contractors for similar or other innovative purposes.

Chapter 9. Provisional Sum Item

1) Employment of External Monitoring Agencies (EMA) for RAP and EMP Implementation

The Consultant shall employ one (1) EMA for RAP monitoring and one (1) EMA for environmental monitoring. The EMAs shall provide independent periodic review and assessment of RAP and EMP implementation performance of the Consultant (as indicated in the RAP and EMP documents). The EMAs shall be under the Employer, and not the Consultant, thus, it shall report directly to the Employer.

Attached as Annexes 1 and 2 are the sample TORs of the EMAs.

Annex 1

DRAFT

Terms of Reference

for

External Monitor

for the North-South Commuter Railway Extension (NSCR-EX) Project

Resettlement Action Plan Implementation

Background

1. The Government of the Philippines (GOP) has requested the Japan International Cooperation Agency (JICA) and the Asian Development Bank (ADB) for assistance for the 109-kilometer North-South Commuter Railway Extension (NSCR-EX) Project, extending the North-South Commuter Railway (NSCR) Project (Tutuban-Malolos) north and south. The Project's north extension, the Clark Extension, is a 51-kilometer railway from Malolos, Bulacan to Clark International Airport, Pampanga. The south extension, the Calamba Extension, is a 56-kilometer railway from Solis, Manila to Calamba, Laguna. The Project will contribute to the sustainable development of Metro Manila and the fast growing urban areas in the north and south of the capital, while also improving connectivity to international airports.
2. The Clark Extension features 49 km to run on a viaduct and 2 km underground, with six (6) stations, and one (1) depot. The Calamba Extension features 52.2 km to run on a viaduc, 2 km underground, and 1.2 km at-grade with twenty (20) stations, and one (1) depot.
3. The Department of Transportation (DOTr) will be the implementing agency (IA) for the Project. DOTr requires the services of a qualified and experienced firm to provide external monitoring of the implementation of the Resettlement Action Plans (RAPs), review their effectiveness in meeting stated objectives, and recommend corrective measures necessary when shortcomings are observed.
4. The main objectives of external monitoring are to provide an independent periodic review and assessment RAP implementation performance. Specific objective are:
 - (i) to verify internal monitoring information;
 - (ii) to assess the extent to which the standard of living of PAPs are restored or improved, especially with respect to housing, livelihood and living conditions;

-
- (iii) to assess whether the overall project and resettlement objectives are being met in accordance with the Resettlement Action Plan, and if not to suggest corrective measures;
 - (iv) to assess if rehabilitation measures and compensation are sufficient and comply with the policies and entitlements set out in the RAP;
 - (v) to identify problems or potential problems; and
 - (vi) to identify methods of responding timely to mitigate and resolve problems.

Timing and Procurement Arrangements

5. The services of the external monitor will be procured by the DOTr through its General Consultant. External monitoring for the Project is to be conducted for the entire project duration. Frequency of monitoring during the initial period will be on a semi-annual basis.

Objectives

6. The objectives of this consulting service are:
- (i) To conduct ongoing monitoring of the impacts of land acquisition, Resettlement Action Plan (RAP) implementation, and evaluation of the performance of the Implementing Agency for the Project;
 - (ii) To assess if the implementation conforms to ADB Safeguard Policies, JICA guidelines and relevant laws of the Republic of the Philippines, and identify gaps in the implementation, if any;
 - (iii) To verify if social safeguards were properly and successfully carried out including the establishment and implementation of a social development and livelihood restoration plan.

C. Tasks

7. The tasks of the external monitor consist of the following:
- (i) Verify results of internal monitoring by the DOTr;
 - (ii) Assess the extent to which consultation and disclosure activities are inclusive, accessible and effective in conveying key information from the RAP as well as provide conditions for PAPs to contribute to decision making which affects them such as resettlement and livelihood restoration.
 - (iii) Verify that compensation, entitlements and assistance has been provided in accordance with the requirements of the RAPs;
 - (iv) Assess whether resettlement objectives are likely to be/have been achieved; specifically, whether livelihood and living standards have been restored or enhanced
 - (v) Ascertain whether the social safeguards document/plan entitlements were appropriate to meet the objectives, and whether the objectives were suited to AP conditions;

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- (vi) Suggest modification in the implementation procedures of the social safeguards document/plan, if necessary, to achieve the principles and objectives of the RIPFs;
 - (vii) Review how compensation rates were evaluated; and
 - (viii) Review the effectiveness of the grievance redress mechanism, its accessibility and responsiveness to resolving complaints.

D. Methodology

8. The methods for external monitoring and evaluation include:

- (i) Review of the DED based RAPs.
- (ii) Review of detailed measurement survey documents to be able to establish a baseline for monitoring and evaluating project benefits. The EMA to check on a random basis the DMS process with PAPs from identification to agreement on DMS results. All survey data has and should be disaggregated by gender.
- (iii) Review of SES baseline prepared during RAP preparation and RAP updating (following detailed design)²⁰. Sampling will include 20% of severely affected PAPs for both Project as well as at least 10% of all other PAPs. As much as possible, the same PAPs interviewed during RAP updating will be interviewed for each subsequent monitoring exercise.
- (iv) Participatory rapid appraisals (PRA). Consultation with PAPs and various stakeholders such as resettlement committee, PMO, community leaders; key informant interviews; focus group discussions; community public meetings; direct field observations; and in-depth case studies of good practices and problems identified by internal or external monitoring and required special efforts to resolve.
- (v) Verification of Replacement Cost Study. The EMA will review the adequacy of the methodology and standards to determine compensation rates and review the ability of PAPs to replace affected assets with the compensation received. The ability of PAPs to be able to purchase comparable replacement land with the compensation money, location of such land / distance from affected land / any assistance that PAPs require from the Project to find suitable replacement land to buy.
- (vi) Reviews of the effectiveness of the grievance redress mechanism and whether resolution of complaints raised has been achieved
- (vii) Review of the implementation arrangements for RAP and Livelihood Restoration and Improvement Program implementation (part of the RAP).
- (viii) The external monitor will carry out random checks of payments disbursed to PAPs during monitoring. The external monitor will submit a resettlement audit report per project upon completion of compensation payment to PAPs.

²⁰ SES to be carried out by JICA Design Team in parallel with DMS during RAP updating.

Deliverables:

9. All reports will be submitted simultaneously to DOTr PMO, JICA and ADB. Reports will be prepared in English.

10. **Inception Reports.** The report will provide details of methodology, implementation schedule, presentation of monitoring indicators and proposed template for quarterly reports.

11. **Semi-Annual Monitoring Reports.** These will present results of monitoring, issues with recommendations, and records of consultations. Information presented should relate to the agreed monitoring indicators and be disaggregated as appropriate. It should detail an assessment of the extent to which RAP implementation is compliant with requirements sets out within the RAP, progress in achieving RAP objectives and recommend corrective actions as appropriate. The semi-annual monitoring reports will feature case studies, and the results will be presented in a meeting/workshop.

12. The Consultant is required to describe any outstanding actions that are required to bring the resettlement activities in line with the RAP, describe further mitigation measures needed to meet the needs of any affected person or families judged and/or perceiving themselves to be worse off as a result of the Project. When the living standards of the PAFs have not improved or have become worse, or their present means of livelihood have become non-viable, DOTr, in coordination with other appropriate institutions, will provide assistance. The Monitoring Reports must also provide timetables and define budget requirements for any supplementary mitigation measures for RAP and LRIP, and detail the process of compliance monitoring and final "signing off" for these PAFs. It must also describe any lessons learned that might be useful for future activities.

13. **Resettlement Audit/ Evaluation Reports.** The post-completion report will be produced 6-12 months following the project completion (loan), featuring an evaluation of the project implementation of resettlement and livelihood and income restoration activities.

Output	Timing
Inception Report	1 month after mobilization 1 x Inception Report per project
Semi-annual Monitoring Reports	Semi-annual Reports per project
Resettlement Audit/ Evaluation report	6-12 months after project completion

Qualifications and Team Composition

14. The External Monitor should be a firm/agency with sufficient capacity and experience in monitoring and evaluating the implementation of resettlement plans and livelihood and income restoration programs, as well as in conducting qualitative and quantitative research. Experience working in the Philippines. The minimum key positions required will be as follows:

- (i) Team Leader (Senior Land Acquisition & Resettlement Specialist)
- (ii) Monitoring & Evaluation Specialist
- (iii) Social Development Specialist

15. The Team Leader should have experience of working on land acquisition and resettlement activities, community development, social safeguard compliances and knowledge of safeguard policies of ADB and JICA. The Team Leader should have a Master's Degree in Anthropology, Sociology, or any other relevant degree in social sciences, or commensurate experience. They should also have experience in the preparation and assessment of RAPs and/or resettlement policy frameworks. Other specialists should have university degrees in related fields, and experience with monitoring and evaluation, participatory community development, gender and development project. The team should also be supported by trained social enumerators, as required.

Indicative Monitoring Indicators

Monitoring indicators typically come from the baseline data to address the specific contents of the activities and entitlements matrix. Potential monitoring indicators, from which specific indicators can be developed and refined according to the circumstances, are set out below.

Indicative Monitoring Indicators

Monitoring Aspects	Potential Indicators
Delivery of Entitlements	<ul style="list-style-type: none">• Entitlements disbursed, compared with number and category of losses set out in the entitlement matrix.• Disbursements against timelines.• Identification of the displaced persons losing land temporarily, e.g. through soil disposal, borrow pits, contractors' camps, been included.• Timely disbursements of the agreed transport costs, relocation costs, income substitution support, and any resettlement

Monitoring Aspects	Potential Indicators
	<p>allowances, according to schedule.</p> <ul style="list-style-type: none"> • Provision of replacement land plots. • Quality of new plots and issue of land titles. • Restoration of social infrastructure and services. • Progress on income and livelihood restoration activities being implemented as set out in the income restoration plan, for example, utilizing replacement land, commencement of production, the number of the displaced persons trained in employment with jobs, microcredit disbursed, number of income-generating activities assisted. • Affected businesses receiving entitlements, including transfer and payments for net losses resulting from lost business.
Consultation and Grievances	<ul style="list-style-type: none"> • Consultations organized as scheduled including meetings, groups, and community activities. • Knowledge of entitlements by the displaced persons. • Use of the grievance redress mechanism by the displaced persons. • Information on the resolution of the grievances. • Information on the implementation of the social preparation phase. • Implementation of special measures for Indigenous Peoples, if any.
Communications and Participation	<ul style="list-style-type: none"> • Number of general meetings (for both men and women). • Percentage of women out of total participants. • Number of meetings exclusively with women. • Number of meetings exclusively with vulnerable groups. • Number of meetings at new sites. • Number of meetings between hosts and the displaced persons. • Level of participation in meetings (of women, men, and vulnerable groups). • Level of information communicated—adequate or inadequate. • Information disclosure. • Translation of information disclosure in the local languages.
Budget and Time Frame	<ul style="list-style-type: none"> • Land acquisition and resettlement staff appointed and mobilized on schedule for the field and office work. • Capacity building and training activities completed on schedule. • Achieving resettlement implementation activities against the agreed implementation plan. • Funds allocation for resettlement to resettlement agencies on time. • Receipt of scheduled funds by resettlement offices. • Funds disbursement according to the resettlement action plan. • Social preparation phase as per schedule. • Land acquisition and occupation in time for implementation.
Resettlement and Relocation	<ul style="list-style-type: none"> • ISFs provided adequate information, consulted on preferences and guided on procedures to avail of social housing. • ISFs participation in selection and design of social housing locations and options. • Implementation or temporary shelters.

Monitoring Aspects	Potential Indicators
Livelihood and Income Restoration	<ul style="list-style-type: none"> • Number and percentage of ISFs provided availing of social housing programs. • Timeliness of provision of social housing to relocating ISFs • Quality of social housing provided to ISFs (suitability of location, utilities, access to social services). • Transitional assistance, such as transportation allowances, provided. • Rental assistance provided until social housing is available for eligible ISFs. • Percentage of relocating ISFs able to service financial obligations • Percentage of relocating ISFs satisfied with social housing and remaining in social housing. • Adequate management on the part of the selected Key Shelter Agency (NHA/SHFC). <hr/> <ul style="list-style-type: none"> • Number of displaced persons under the rehabilitation programs (women, men, and vulnerable groups). • Number of displaced persons who received vocational training (women, men, and vulnerable groups). • Types of training and number of participants in each. • Number and percentage of displaced persons covered under livelihood programs (women, men, and vulnerable groups). • Number of displaced persons who have restored their income and livelihood patterns (women, men, and vulnerable groups). • Number of new employment activities. • Extent of participation in rehabilitation programs. • Extent of participation in vocational training programs. • Degree of satisfaction with support received for livelihood programs. • Percentage of successful enterprises breaking even (women, men, and vulnerable groups). • Percentage of displaced persons who improved their income (women, men, and vulnerable groups) • Percentage of displaced persons who improved their standard of living (women, men, and vulnerable groups) • Number of displaced persons with replacement agriculture land (women, men, and vulnerable groups) • Quantity of land owned/contracted by displaced persons (women, men and vulnerable groups) • Number. of households with agricultural equipment • Number of households with livestock
Benefit Monitoring	<ul style="list-style-type: none"> • Noticeable changes in patterns of occupation, production, and resource use compared to the pre-project situation. • Noticeable changes in income and expenditure patterns compared to the pre-project situation. • Changes in cost of living compared to the pre-project situation. • Changes in key social and cultural parameters relating to living standards. • Changes occurred for vulnerable groups.

**Monitoring
Aspects**

Potential Indicators

-
- Benefiting from the project by the displaced persons.
-

Annex 2

DRAFT **Terms of Reference** **for External Environmental Monitoring**

North-South Commuter Railway Extension (NSCR-EX) Project

A. Background

1. The Government of the Philippines (GoP) has requested Japan International Cooperation Agency (JICA) and Asian Development Bank (ADB) for assistance for the 109-kilometer North-South Commuter Railway Extension (NSCR-EX) Project, extending the North-South Commuter Railway (NSCR) Project (Tutuban-Malolos) north and south. The Project's north extension, the Clark Extension, is a 51-kilometer railway from Malolos, Bulacan to Clark International Airport, Pampanga. The south extension, the Calamba Extension, is a 56-kilometer railway from Solis, Manila to Calamba, Laguna. The Project will contribute to the sustainable development of Metro Manila and the fast growing urban areas in the north and south of the capital, while also improving connectivity to international airports.

2. The Clark Extension features 49 km to run on a viaduct and 2 km underground, with six (6) stations, and one (1) depot. The Calamba Extension features 52.2 km to run on a viaduc, 2 km underground, and 1.2 km at-grade with twenty (20) stations, and one (1) depot.

3. The Department of Transportation (DOTr) will be the implementing agency (IA) for the Project. DOTr requires the services of a qualified and experienced firm to provide external monitoring of the implementation of the environmental management plans (EMPs) for Phase 1, review their effectiveness in meeting stated objectives, and recommend corrective measures necessary when shortcomings are observed.

B. Objectives of the External Monitoring

4. Consistent with the requirement of ADB's Safeguard Policy Statement 2009 on external monitoring for environment category A projects, DOTr, through its General Consultant shall engage and retain external environmental monitoring expert/s or qualified NGOs. Such expert shall undertake independent periodic reviews to verify the monitoring information (i.e., internal semi-annual environmental monitoring report) submitted by DOTr to ADB on the implementation of the environmental management plan (EMP). The external expert shall also assess if various EMP provisions are being implemented as required.

C. Key Activities and Methodology

5. The scope of this external environmental monitoring consulting service are provided below.

-
- (i) Verify the information included in semi-annual environmental monitoring reports submitted by the executing agency to ADB.
 - (ii) Determine if EMP provisions are being implemented properly and prepare an action plan to address identified issues

6. The above tasks shall be undertaken on a semi-annual basis (i.e., upon availability of each internal semi-annual report submitted by DOTr to ADB) throughout the construction phase and during the first year of Project operation. Monitoring shall be undertaken through review of environmental monitoring reports, site visits and interviews with affected households, local officials and other stakeholders.

D. Qualifications

7. The external monitor should be a firm/agency with at experience in monitoring and evaluating implementation of EMPs in the Philippines and projects funded by international organizations such as Asian Development Bank, World Bank, JICA, etc. Experts to be engaged by the firm should have not been and shall not be involved in day-to-day project implementation or supervision, regular environmental monitoring activities and preparation of semi-annual environmental monitoring reports.

8. The experts should have relevant academic qualification in the field of environmental management, environmental science, environmental engineering or other related courses, has at least 15 years experience in environmental management and monitoring and/or supervision of EMP for major infrastructure project, knowledgeable on ADB and Philippine environmental policies and guidelines and is fluent in written English.

E. Schedule and Reporting Requirements

9. The external monitor will be mobilized for the Project on a semi-annual basis throughout the construction phase until the first year of Project operation and shall submit the following reports to ADB and DOTr:

- (i) Inception report within two weeks from notice to proceed. The report shall be reviewed and cleared by ADB and DOTr prior to commencement of the first semi-annual external monitoring.
- (ii) Semi-annual external environmental monitoring report two weeks from completion of each monitoring activity. Separate reports will be prepared for MCRP and NSRP. The report will provide the following details:
 - a. Status of project implementation
 - b. Methodologies used to undertake external environmental monitoring (e.g., site observations, review of monitoring reports and other related documents, consultations and interviews with affected people, executing agency, contractors, supervision consultant and other stakeholders).

-
- c. Review and verification of the accuracy, breadth, depth, and relevance of information provided by the executing agency/project management unit to ADB with regard to EMP implementation as contained in the internal semi-annual environmental monitoring reports.
 - d. Verification if the overall environmental safeguards objectives are being met in accordance with the EMP;
 - e. Assessment if EMP provisions (mitigation, monitoring, reporting, etc.) are being complied with and if these are being conducted in a thorough and timely manner and in accordance with budget identified within the EMP.
 - f. Assessment of the performance of the following with regard to implementation of various provisions of the EMP (such as those which pertain to mitigation, monitoring, reporting, etc.):
 - i. Executing agency/implementing agency/project management unit
 - ii. Construction supervision consultant
 - iii. Contractors
 - g. Identification of current and potentials environmental issues/problems
 - h. Time-bound action plan to address identified issues and to ensure compliance with the EMP.
 - i. Other relevant information to support the findings (minutes of meetings, photo-documentation, etc.).

STANDARD FORM OF CONTRACT

ANNEX I.

Consultants' Services

Time-Based Contract

CONTRACT FOR GENERAL CONSULTANT SERVICES

Time-Based

Project Name: North South Commuter Railway Extension (NSCR-EX) Project

Loan Agreement No.: PH-P270

Contract No.: *[insert contract number]*

between

Department of Transportation

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 made the [day] day of the month of [month], [year], between, on the one hand, Department of Transportation (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Minutes of Contract Negotiation;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC);
 - (d) The following Appendices:

Appendix A: Description of Services

-
- Appendix B: Reporting Requirements
 - Appendix C: Expert Schedule
 - Appendix D: Remuneration Cost Estimates
 - Appendix E: Reimbursable Cost Estimates
 - Appendix F: Summary of Cost Estimates
 - Appendix G: Services, Facilities and Equipment to be provided by the Client
 - Appendix H: Form of Advance Payments Security
 - Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

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 Philippine Peso.
 - (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 the Department of Transportation

[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 Contract.

III. Special Conditions of Contract

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Applicable Guidelines are those published in April 2012.
1.4	The Contract shall be executed in English.
1.6	<p>The addresses are:</p> <p>Client: Department of Transportation Central Office Pinatubo St. Corner Osmeña St., Clark Freeport Zone, Pampanga</p> <p>Attention: Department of Transportation</p> <p>Facsimile: + (632) 790 - 8400 E-mail:</p> <p>Consultant: _____ _____</p> <p>Attention: _____ Facsimile: _____ E-mail: _____</p>
{1.8}	<p>The Lead Member is <i>[insert name of member]</i></p> <p><i>Note: If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, delete this Clause SCC 1.8 .</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: TIMOTHY JOHN R. BATAN Undersecretary for Railways</p> <p>For the Consultant: _____</p>
2.1	<p>The other effectiveness conditions are:</p> <p>JICA shall give conditional concurrence to the signed Contract subject to loan effectivity. Loan effectivity usually takes a maximum</p>

	of 120 days from the date of the signing of the loan agreement.
2.4	The time period shall be One Hundred Four (104) months.
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to the contract amount.
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or any Sub-consultants or their Experts, in accordance with the applicable law in the Client's country at RFP Stage. <i>However, the amount and currency shall be stated in the Contract;</i></p> <p>(b) professional liability insurance, with a minimum coverage of JPY 2.08 Billion;</p> <p>(c) Client's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Sub-consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Services.</p>
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
6.1(b)	<p>The ceiling in foreign currency 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>

6.2(c)

1. Adjustment of remuneration

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

- (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 formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

where:

R_f is the adjusted remuneration;

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

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

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

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

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

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

where:

R_l is the adjusted remuneration;

	<p>R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in local currency;</p> <p>I_l is the relevant index for salaries in the Client's country for the first month for which the adjustment is to have effect and;</p> <p>I_o is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_o in the adjustment formula for remuneration paid in local currency: National Statistics Office of the Philippines.</p> <p>2. <u>Adjustment of reimbursable expenses</u></p> <p>Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in foreign and local currencies shall be adjusted as follows:</p> <p>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 12th calendar month after the date of the Contract) by applying the formula for each of the currencies of payment under the Contract:</p> $P = P_o \times \frac{I}{I_o}$ <p>where P is the adjusted reimbursable expenses, P_o is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, I is the relevant official index in the country of the currency for the first month for which the adjustment is to have effect and, I_o 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 [insert indices]. <i>[These proxy indices shall be proposed by the Consultant, subject to acceptance by the Client.]</i></p>
{6.3 (a) and (b)}	<p>The Client warrants that:</p> <p>The Client shall reimburse the Consultant, the Sub-consultants and</p>

	<p>the Experts</p> <p>any local taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (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 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. (e) any goods and services procured locally by the Consultant or Sub-consultants for the purpose of carrying out the Services.
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	<i>Note: Items/options which are not applicable should be deleted.</i>
6.4	<p>The currency [currencies]of payment shall be the following:</p> <p>(i) <i>[name of foreign currency]</i> (ii) <i>[name of foreign currency]</i> (iii) <i>[name of foreign currency]</i></p> <p><i>Note: The currency(ies) shall be the same as in the Financial Proposal.</i></p>
6.5(a)	<p>The amount of the advance payment is: - 10% of the Contract Amount in foreign currency; and - 10% of the Contract Amount in local currency.</p> <p>The advance payment securities shall be in the amounts and in the currencies of the advance payment.</p> <p>The advance payment will be set off by the Client from the first invoice(s) by deducting 30% of the invoiced amount until the advance payment has been fully set off.</p> <p>Disbursement Procedure</p> <p>The disbursement procedure mentioned in Section 5.01 of the General terms and Conditions shall be Transfer Procedure and/or Reimbursement Procedure as stipulated in the Schedule 5 and Schedule 6.</p> <p>Schedule 5 Transfer Procedure</p> <p>Brochure on Transfer Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time (hereinafter referred to as the “Transfer Brochure”), shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments to be made to the Supplier(s).</p> <ol style="list-style-type: none"> 1. The Paying Bank mentioned in this Schedule, including the Transfer Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo. 2. The Agent Bank mentioned in this Schedule, including the Transfer Brochure, shall be Bangko Sentral ng Pilipinas. 3. The local currency of the Borrowers country wherever mentioned in the Transfer Brochure is Philippine Peso. 4. The supporting documents evidencing each payment and its

	<p>usage, as mentioned in 3.02. (1)(d) and 4.02 (1)(d) of the Transfer Brochure, shall be as follows;</p> <p>The claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them.</p> <p>Schedule 6 Reimbursement Procedure</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 disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).</p> <ol style="list-style-type: none"> 1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo. 2. The Agent Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be BangkoSentral 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: <ol style="list-style-type: none"> a. The claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and b. The receipt from the consultant(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).
6.5(e)	<p>The accounts are:</p> <ul style="list-style-type: none"> - for foreign currency: <i>[insert account]</i>. - for local currency: <i>[insert account]</i>.

IV. Appendices

Notes on Appendices

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost estimates.

The Appendices shall be finalized and completed at negotiations of Contract.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be attached to the Contract as one of the appendices.

Appendices

Appendix A – Description of Services

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

Appendix B – Reporting Requirements

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

Appendix C – Expert Schedule

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

Appendix D – Remuneration Cost Estimates

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

Appendix E – Reimbursable Cost Estimates

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

Appendix F – Summary of Cost Estimates

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

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

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

Appendix H – Form of Advance Payment Security

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

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

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

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

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

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

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

Beneficiary: _____ [Name and Address of employer]

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,

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.

at the latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the 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.

[signature(s)]

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

²Insert the expected expiration date.

Section 7. Eligible Source Countries of Japanese ODA Loans

Eligible Nationality

- (1) The Eligible Nationality of the Supplier(s) shall be the following:
 - a. Japan in the case of the prime contractor; and
 - b. All countries and areas in the case of the sub-contractor(s).

- (2) With regard to (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.

- (3) With regard to (1) and (2) above,
 - a. For consulting services:
 - i. The prime contractor or, in the case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall satisfy all of the following conditions:
 - A majority of a subscribed shares shall be held by nationals of Japan or juridical persons incorporated and registered in Japan;
 - A majority of the full-time directors shall be nationals of Japan; and
 - Such firms shall be incorporated and registered in Japan.
 - ii. The partners except Japanese partners of a joint venture, shall satisfy all of the following conditions:
 - A majority of the subscribed shares shall be held by nationals of Japan or the Republic of the Philippines, or juridical persons incorporated and registered in Japan or the Republic of the Philippines;
 - A majority of the full-time directors shall be nationals of Japan or the Republic of the Philippines; and
 - Such firms shall be incorporated and registered in Japan or the Republic of the Philippines.

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

“ I the Undersigned, hereby certify that the (name of the prime contractor) is incorporated and registered in Japan; that a majority of its subscribed shares is held by nationals of Japan or

juridical persons incorporated and registered in Japan; and that a majority of its full-time directors is nationals of Japan.”

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

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

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