

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

**RFP No.: CBRT-P119343-TSC3 / Cebu Bus Rapid Transit Project -
Technical Support Consultant (TSC)**

**Selection of Consulting Services for:
TECHNICAL SUPPORT CONSULTANT 3**

Client: DEPARTMENT OF TRANSPORTATION

Country: REPUBLIC OF THE PHILIPPINES

Project: CEBU BUS RAPID TRANSIT PROJECT

Issued on: November 24, 2023

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PART I

Section 1. Letter of Invitation

**RFP No. CBRT-P119343-TSC3 / Cebu Bus Rapid Transit Project –
Technical Support Consultant (TSC)**

IBRD Loan Number: 8444-PH

CTF Loan Number: TF017646-PH

AFD Loan Number: CPH 1007 02 R

[insert: Location and Date]

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr. /Ms.:

1. The *Government of the Philippines* (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD), Clean Technology Fund (CTF) and Agence Française de Développement (AFD) (the “Bank”) in the form of a loan (hereinafter called “loan” toward the cost of Cebu Bus Rapid Transit. The Department of Transportation, an implementing agency of the Borrower, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *Department of Transportation* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): *Technical Support Consultant for the Cebu Bus Rapid Transit Project*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Shortlisted Consultants	
1	Egis Asia Company Limited, Egis Villes and Transports, Espelia (JV)
2	JACOBS
3	LOGIT Consulting Inc, Logit Engenharia Consultiva Ltda, Rebelgroup International and Transport and Traffic Planners Inc (TTPI) (JV)
4	SMEC International Pty Ltd (SMEC International), Yooshin Engineering Corporation (JV) and SMEC Philippines Inc. (Sub Consultant)
5	SUEZ Consulting (SAFEGE) & Far East Mobility (JV) and DCCD Engineering Company (Sub Consultant)
6	Superwave Communication and Infrasolution Private Limited, India (SCAIPL) and ROM Transportation Engineering Ltd (JV), and SMDI Consultants Inc, Philippines (Sub Consultant)

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - Bank's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Time-Based)
7. Please inform us by December 13, 2023, in writing at *The BAC Secretariat, Unit 62, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City*, by telephone number: (02) 8790-8300 local 373, or by E-mail proc-bsd@dotr.gov.ph
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

SIGNATURE REDACTED

MARIA JENNIFER R. JIMENEZ

Chairperson
Bids and Awards Committee VII

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Guidelines" means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) "Borrower" means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) "Client's Personnel" is as defined in Clause GCC 1.1(e).
- (h) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (i) "Contractor" is as defined in Clause GCC 1.1.(h).
- (j) "Contractor's Personnel" is as defined in Clause GCC 1.1(i).
- (k) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

¹ ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (l) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (m) "Day" means a calendar day.
- (n) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (o) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (p) "Government" means the government of the Client's country.
- (q) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (s) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (u) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (v) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(w) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(x) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(y) "Sexual Exploitation and Abuse" "(SEA)"* means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(z) "Sexual Harassment" "(SH)"* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.

(aa) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(bb) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(cc) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

*In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and

(ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm

hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive

any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process

- at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity** 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with Clause 13.1.1 of this ITC..
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. **Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may

request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

Format and Content

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification

received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18 Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

**19 Opening of
Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20 Proposals
Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no

access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21 Evaluation of
Technical Proposals**

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**22 Financial Proposals
for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23 Public Opening of
Financial Proposals
(for QCBS, FBS,
and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24 Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

- 25 Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26 Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27 Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection** 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
- D. Negotiations and Award**
- 28 Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's

Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29 Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30 Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>Republic of the Philippines</i>
2.1	<p>Name of the Client: <u>Department of Transportation (DOTr)</u></p> <p>Method of selection: <u>Quality and Cost Based Selection</u> as per</p>

	<p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Technical Support Consultant 3 for the Cebu Bus Rapid Transit System</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference December 15, 2023 Time: 10:00A.M. Address: <i>The BAC Secretariat, Unit 62, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City</i> Telephone: (02) 8790-8300 local 373 E-mail: proc-bsd@dotr.gov.ph Contact person/conference coordinator: <i>Timothy John R. Batan, Chairperson, Centralized Bids and Awards Committee</i></p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Feasibility Study, Social Management Plan, Resettlement Action Plan, Environmental Impact Assessment Study and most recent Project Status Report (including the catch-up timeline).</p>
4.1	N/A
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
<p>B. Preparation of Proposals</p>	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchanges shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p>

	<p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants and Key Experts in more than one proposal is not permissible. Non Key Experts are allowed to participate in more than one proposal.</p>
12.1	<p>Proposals shall be valid for 90 calendar days after the proposal submission deadline until April 3, 2024.</p>
13.1	<p>Clarifications may be requested no later than ten (10) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <i>The BAC Secretariat, Unit 62, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City</i></p> <hr/> <p>Telephone: (02) 8790-8300 local 373 E-mail: <i>proc-bsd@dotr.gov.ph</i></p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>

<p>14.1.2 (do not use for Fixed Budget method)</p>	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p>Estimated input of Key Experts' time-input: 84 person-months.</p>
<p>14.1.3 for time-based contracts only</p>	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 68 person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p>N/A</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>Reimbursable expenses shall be as follows:</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; Also, the provision of office space and equipment. (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;

	<p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p>
16.2	A price adjustment provision applies to remuneration rates: Applicable
16.3	Information on the Consultant's tax obligations in the Client's country can be found at <i>www.bir.gov.ph</i>.
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client's country currency (Peso): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and two (2) copies;</p> <p>(b) Financial Proposal: one (1) original and two (2) copies.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: January 04, 2024 Time: 10:00A.M. local time</p> <hr/> <p>The Proposal submission address is:</p> <p><i>The BAC Secretariat, Unit 62, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City</i></p>

<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: same as the Proposal submission address Date: same as the submission deadline indicated in 17.7. Time: 10:00 A.M. local time</p>																																		
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals Any other information deemed appropriate.</p>																																		
<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table 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) Specific experience of the Consultant (as a firm) relevant to the Assignment (Scoring based on 1 Project = 1 Point):</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>Planning, Feasibility Assessment, Conceptual Design, & Preliminary Design of BRT</td> <td style="text-align: right; vertical-align: bottom;">2</td> </tr> <tr> <td> • 2 Projects & above</td> <td style="text-align: right; vertical-align: bottom;">2</td> </tr> <tr> <td> • 1 Project</td> <td style="text-align: right; vertical-align: bottom;">1</td> </tr> <tr> <td> • No project</td> <td style="text-align: right; vertical-align: bottom;">failed</td> </tr> <tr> <td>Detailed Design & Construction Supervision of BRT</td> <td style="text-align: right; vertical-align: bottom;">4</td> </tr> <tr> <td> • 2 projects & above</td> <td style="text-align: right; vertical-align: bottom;">4</td> </tr> <tr> <td> • 1 project</td> <td style="text-align: right; vertical-align: bottom;">2</td> </tr> <tr> <td> • No project</td> <td style="text-align: right; vertical-align: bottom;">failed</td> </tr> <tr> <td> • Operations & Management Support for an operational BRT4 2 projects & above</td> <td style="text-align: right; vertical-align: bottom;">4</td> </tr> <tr> <td> • 1 project</td> <td style="text-align: right; vertical-align: bottom;">2</td> </tr> <tr> <td> • No project</td> <td style="text-align: right; vertical-align: bottom;">failed</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right; vertical-align: bottom;">30</td> </tr> <tr> <td> Technical Approach and Methodology</td> <td style="text-align: right; vertical-align: bottom;">20</td> </tr> <tr> <td> Work plan</td> <td style="text-align: right; vertical-align: bottom;">5</td> </tr> <tr> <td> Organization and Staffing</td> <td style="text-align: right; vertical-align: bottom;">5</td> </tr> </tbody> </table> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts</i></p>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment (Scoring based on 1 Project = 1 Point):	10	Planning, Feasibility Assessment, Conceptual Design, & Preliminary Design of BRT	2	• 2 Projects & above	2	• 1 Project	1	• No project	failed	Detailed Design & Construction Supervision of BRT	4	• 2 projects & above	4	• 1 project	2	• No project	failed	• Operations & Management Support for an operational BRT4 2 projects & above	4	• 1 project	2	• No project	failed	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	30	Technical Approach and Methodology	20	Work plan	5	Organization and Staffing	5
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Work plan	5																																		
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Maximum Points will be given if consultant has complied otherwise, zero (0)}

(iii) Key Experts' qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

**a) Position K-1: Team Leader/Transport Infrastructure Expert
15**

a.1) General Qualifications (1.5pts)

a.1.1) Post Graduate degree in Urban Planning, transportation planning, or related discipline, and an internationally recognized professional qualification:

- w/ Post Graduate degree – 0.75 pt.
- w/o Post Grad degree - failed

a.1.2) Able to manage large multi-disciplinary teams

- 1 project & below - 0 pt
- 2 projects & more - 0.25 pts

a.1.3) Excellent communications skills, presentation skills and an ability to prepare and manage the development of high-quality reports, project documentation and communications materials

- description of skills included – 0.25 pts
- no description of skills included - 0 pt

a.1.4) Demonstrated experience leading projects of comparable scope and technical requirements, including research, development of toolkits and guidelines, and leading capacity building activities

- description of skills included – 0.25 pts
- no description of skills included - 0 pt

a.2) Adequacy for the Assignment (12pts)

a.2.1) At least ten (10) years' experience in transport policy, development, implementation and/or operations & management of a similar sized project, including in developing countries for projects funded by multilateral organizations or by private sector financing (PPPs), including in developing countries:

- 10-12 years exp - 2 pts
- at least 12 years exp - 3 pts
- below 10 years exp - failed

a.2.2) At least five (5) years of experience with bus systems in developing countries:

- 5-7 years exp - 2 pts
- at least 7 years exp - 3 pts
- below 5 years exp - failed

a.2.3) As the project team leader, must have at least 20 years general experience in leading and managing the development and implementation of public transport projects, with an emphasis on road-

	<p><i>based transportation or bus rapid transit (BRT) projects, including in developing countries:</i></p> <ul style="list-style-type: none"> - 20-22 years exp - 2 pts - at least 22 years exp - 3 pts - below 20 years exp - failed <p><i>a.2.4) Experience as the over-all project manager or director for major stages of a BRT project until the start of revenue operation:</i></p> <ul style="list-style-type: none"> - 1 project - 2 pts - 2 projects & more - 3 pts - no managed project - failed <p>a.3) Relevant experience in the region (1.5pts)</p> <p><i>a.3.1) Previous experience with public transport projects in the Philippines would be a strong advantage:</i></p> <ul style="list-style-type: none"> - description of familiarity included - 1.5 pts - no description of familiarity included - 0 pt <p>b) Position K-2: BRT Design Specialist 8</p> <p>b.1) General Qualifications (0.8 pts)</p> <p><i>b.1.1) Bachelor's degree in Civil Engineering or relevant discipline:</i></p> <ul style="list-style-type: none"> - w/ Bachelor's degree – 0.8 pt. - w/o Bachelor's degree - failed <p>b.2) Adequacy for the Assignment (6.4 pts)</p> <p><i>b.2.1) At least ten (10) years of experience, with a minimum specific experience of five (5) years in engineering design for transport projects:</i></p> <ul style="list-style-type: none"> - 10-12 years exp w/ 5 yrs engineering design for transport projects exp – 4.8 pts - at least 12 years exp w/ 5 yrs engineering design for transport projects exp – 6.4 pts - below 10 years exp w/ 5 yrs engineering design for transport projects exp - failed <p>b.3) Relevant experience in the region (0.8 pts)</p> <p><i>b.3.1) Must have specific hands-on experience in infrastructure design in a developing country for BRT systems:</i></p> <ul style="list-style-type: none"> - 1 Infrastructure design project - 0.6 pt - 2 Infrastructure design projects and more – 0.8 pt. - No Infrastructure design project - failed <p>c) Position K-3: Engineering, Procurement Construction (EPC) Contracts Specialist 8</p> <p>c.1) General Qualifications (1.6 pts)</p> <p><i>c.1.1) Bachelor's or higher degree or equivalent in Mechanical/Civil/Environmental Engineering or relevant technical discipline, preferably with postgraduate qualifications in project</i></p>
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	<p><i>management/construction management/contract management, and preferably with project management certifications similar to Project Management Professional (PMP®):</i></p> <ul style="list-style-type: none"> - w/ Bachelor's degree & PM cert. – 0.6 pt. - w/ Bachelor's degree only – 0.45 pt. - w/o Bachelor's degree – failed <p><i>c.1.2) Should have experience with FIDIC particularly the Red/Pink Book:</i></p> <ul style="list-style-type: none"> - w/ FIDIC experience – 0.4 pt. - w/o FIDIC experience – failed. <p><i>c.1.3) Should have previous experience in procurement, engineering, business administration; and previous work experience in projects financed through PPP:</i></p> <ul style="list-style-type: none"> - w/ experience – 0.6 pt. - w/o experience – failed. <p>c.2) Adequacy for the Assignment (6.4 pts)</p> <p><i>c.2.1) Has at least ten (10) years of working experience in BRT transportation projects and at least five (5) years in the role of Contract or Construction Manager:</i></p> <ul style="list-style-type: none"> - 10-12 years exp in BRT & 5 yrs managerial role – 4.8 pts - at least 12 years exp in BRT & 5 yrs managerial role – 6.4 pts - below 10 years exp in BRT & 5 yrs managerial role – failed <p>c.3) Relevant experience in the region N/A</p> <p>d) Position K-4: Area Traffic Control Specialist 8</p> <p>d.1) General Qualifications (0.8 pts)</p> <p><i>d.1.1) Bachelor's degree in electrical or electronic engineering or relevant discipline:</i></p> <ul style="list-style-type: none"> - w/ Bachelor's degree – 0.8pt - w/o Bachelor's degree - failed <p>d.2) Adequacy for the Assignment (7.2 pts)</p> <p><i>d.2.1) At least ten (10) years of experience in electrical/electronic engineering, with a minimum specific experience of five (5) years of experience with Traffic Signal Controllers and Control Systems, ITS systems and equipment, and communications equipment:</i></p> <ul style="list-style-type: none"> - 10-12 years exp w/ 5 yrs specialized as exp as described – 4.8 pts - at least 12 years exp w/ 5 yrs specialized as exp as described – 6.4 pts - below 10 years exp w/ 5 yrs specialized as exp as described - failed
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	<p><i>d.2.2) Must have specific hands-on experience in design of a minimum of three fully adaptive Area Traffic Control Systems:</i></p> <ul style="list-style-type: none"> - <i>designed 3 fully adaptive ATCS – 0.6 pt.</i> - <i>designed at least 4 fully adaptive ATCS – 0.8 pt.</i> - <i>designed 2 and below fully adaptive ATCS - failed</i> <p><i>d.3) Relevant experience in the region</i> N/A</p> <p><i>e) Position K-5: Intelligent Transportation Systems and Automated Fare Collection Specialist</i> 8</p> <p><i>e.1) General Qualifications (0.8 pts)</i></p> <p><i>e.1.1) Bachelor's degree in Engineering (of relevant field) or equivalent:</i></p> <ul style="list-style-type: none"> - <i>w/ Bachelor's degree – 0.8pt</i> - <i>w/o Bachelor's degree - failed</i> <p><i>e.2) Adequacy for the Assignment (6.4 pts)</i></p> <p><i>e.2.1) At least ten (10) years of experience in designing and implementing ITS including AFC systems for public transit:</i></p> <ul style="list-style-type: none"> - <i>10-12 years exp – 1.6 pts</i> - <i>at least 12 years exp – 2.4 pts</i> - <i>below 10 years exp - failed</i> <p><i>e.2.2) Experience in working on any of the qualifying AFCS project as an AFCS Expert would be preferable:</i></p> <ul style="list-style-type: none"> - <i>1 AFCS project – 0.8 pts</i> - <i>2 or more AFCS projects – 1.6 pts</i> - <i>no AFCS project - failed</i> <p><i>e.2.3) Experience in designing and implementing AVL systems for public transit. Experience in working on any of the qualifying AVL project as an AVL Expert would be preferable:</i></p> <ul style="list-style-type: none"> - <i>1 AVL project – 0.8 pt.</i> - <i>2 or more AVL projects – 1.6 pts</i> - <i>no AVL project - failed</i> <p><i>e.2.4) Experience in designing and implementing communication infrastructure including OFC, wireless, LAN, WAN, routers, switches and firewall:</i></p> <ul style="list-style-type: none"> - <i>1 communication infra design project – 0.8 pt.</i> - <i>no communication infra design project - failed</i>
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	<p>e.3) Relevant experience in the region (0.8 pt.) e.3.1) Direct involvement in planning or implementation of three (3) ITS projects in developing countries and prepared 5 transport projects with at least two (2) projects involving development of AFCS: - met all the criteria – 0.8 pt. - incomplete criteria – failed</p> <p>f) Position K-6: PPP Expert Specialist 8</p> <p>f.1) General Qualifications (0.8 pts) f.1.1) Must have at least post-graduate education or equivalent preferably in Economics, Business, Finance, Commercial Law, or related discipline: - w/ post-graduate education or equivalent – 0.3pt - w/o post-graduate education or equivalent – failed</p> <p>f.1.2) Completed at least 40 hours of related PPP training: - 20-40 hours of training – 0.3pt - at least 40 hours of training – 0.15 pt. - below 20 hours of training – failed</p> <p>f.1.3) Experience in road-based transportation project and is an advantage: - 1 project experience – 0.2pt - at least 2 project experiences – 0.1 pt - no project experience – 0 pt.</p> <p>f.2) Adequacy for the Assignment (6.4 pts) f.2.1) With seven (7) years of related professional experience in PPP transaction advisory, financial modeling/structuring of large infrastructure projects and development of financing plans under project financing, value for money analysis: - 5-7 years exp – 2.4 pts - at least 7 years exp – 3.2 pts - below 5 years exp - failed</p> <p>f.2.2) Worked at least 24 man-months of actual expert services in a project finance environment / project finance transaction in the last seven (7) years: - 12-24 man-months exp – 2.4 pts - at least 24 man-months exp – 3.2 pts - below 12 man-months exp - failed</p> <p>f.3) Relevant experience in the region (0.8 pts) f.3.1) Experience with PPPs in the Philippines is preferred: - w/ experience – 0.8 pt. - w/o experience – failed</p>
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	<p style="text-align: right;">Total points for criterion (iii): 55</p> <p>Transfer of knowledge (training) program - w/ acceptable training program - 5 pts - w/o an acceptable training program - failed</p> <p style="text-align: right;">Total points for criterion (iv): 5.0</p> <p>(v) Participation by nationals among proposed Key Experts (n/a)</p> <p>Total points for the five criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: <u>70</u></p>
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: US Dollars</p> <p>The official source of the selling (exchange) rate is: Bangko Sentral ng Pilipinas (Central Bank of the Philippines)</p> <p>The date of the exchange rate is: 7 days prior to the deadline for submission of proposals</p>

<p>27.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<p>D. Negotiations and Award</p>	
<p>28.1</p>	<p>Expected date and address for contract negotiations: February 15, 2024 Address: Columbia Tower, Bgy. Wack-Wack, Ortigas Avenue, 1555 Mandaluyong City, Philippines</p>
<p>30.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: UNDB online, www.dotr.gov.ph and www.philgeps.gov.ph</p> <p>The publication will be done within <i>two (2) weeks</i> after the contract signing.</p>
<p>30.2</p>	<p>Expected date for the commencement of the Services: April 1, 2024</p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
	"v" if applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	"v" if applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Consultant's Organization and Experience.	35
v		TECH-2A	A. Consultant's Organization	5
v		TECH-2B	B. Consultant's Experience	30
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	5
v		TECH-3B	B. On the Counterpart Staff and Facilities	5
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50 (including charts and diagrams)
v	v	TECH-5	Work Schedule and Planning for Deliverables	5
v	v	TECH-6	Team Composition, Key Experts Inputs, attached Curriculum Vitae (CV) and supporting documents related to the position (training certificates, etc.)	115(maximum of 5 for each expert)

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

TIMOTHY JOHN R. BATAN
Chairperson
Centralized Bids and Awards Committee
Department of Transportation
Unit 62, The Columbia Tower, Ortigas Avenue
Barangay Wack-Wack, Mandaluyong City

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Technical Support Consulting Services for the Cebu Bus Rapid Transit Project* 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 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 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 and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f)
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (h) Except as stated in the Data Sheet, Clause 12.7, 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 Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last ten (years) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010 }	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months														
		1	2	3	4	5	6	7	8	9	n	TOTAL			
D-1	{e.g., Deliverable #1: Report A															
	1) data collection															
	2) drafting															
	3) inception report															
	4) incorporating comments															
	5)															
	6) delivery of final report to Client}															
D-2	{e.g., Deliverable #2:.....}															
n																

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)				
		Position	D-1	D-2	D-3	D-...	Home	Field	Total						
KEY EXPERTS																
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]											
K-2																
K-3																
n																
NON-KEY EXPERTS																
N-1																
N-2																
n																
													Subtotal			
													Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

<input type="checkbox"/>	Full time input
<input type="checkbox"/>	Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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 info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal) Signature Date

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **TIMOTHY JOHN R. BATAN**
Chairperson
Centralized Bids and Awards Committee
Department of Transportation
Unit 62, The Columbia Tower, Ortigas Avenue
Barangay Wack-Wack, Mandaluyong City

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain 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 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Address and Agents	Name and Amount Purpose of Commission of Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates -- to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Section 4 – Financial Proposal – Standard Forms

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Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}	
Key Experts								
K-1			{Home}					
			{Field}					
K-2								
Non-Key Experts								
N-1			{Home}					
N-2			{Field}					
				Total Costs				

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses									
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}	
—	{e.g., Per diem allowances**}	{Day}							
—	{e.g., International flights}	{Ticket}							
—	{e.g., In/out airport transportation}	{Trip}							
	{e.g., Communication costs between Insert place and Insert place}								
	{ e.g., reproduction of reports}								
	{e.g., Office rent}								
								
	{Training of the Client's personnel – if required in TOR}								
				Total Costs					

Legend:

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

- (ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, subcontractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.”

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

TECHNICAL SUPPORT CONSULTANCY (TSC) – 3

**BUS RAPID TRANSIT (BRT) SYSTEM DEVELOPMENT
IN THE PHILIPPINES**

CEBU BUS RAPID TRANSIT PROJECT

I. BACKGROUND

1. Introduction

The Philippine Government through the Department of Transportation (DOTr) has embarked upon a program of development and implementation of Bus Rapid Transit (BRT) in the Philippines. The Metro CEBU BRT Project is supported by the World Bank with additional funds provided by the Clean Technology Fund (CTF) and the Philippine Government.

The planning objectives for BRT in the Philippines are to:

- Provide attractive, efficient public transport in terms of frequency, speed, reliability, safety, low global and local emissions, low initial implementation and ongoing operating and maintenance costs;
- Provide safe and secure mobility and resultant economic benefits for all, especially for low income and vulnerable populations who suffer from the lack of reliable public transport;
- Facilitate the maximum level of private participation in public transport provision;
- Minimize public subsidies and risk; and
- Mitigate any negative environmental and social impacts.

The scope of the services described in these terms of reference relate to the BRT project in Metro CEBU, called Cebu Bus Rapid Transit (CBRT).

The project will provide technical support services to support the DOTr in the management of implementation of the overall project to ensure that the BRT system is commissioned on time, within budget and to the required quality by providing the required support services. The technical support consultancy services are covered by these terms of reference.

The Technical Support Consultant (TSC-3) will provide project management support and refine the BRT and public transport service planning operations and management. The operational characteristics of the BRT system need to be supported by appropriate infrastructure and systems, support for which will also be provided by these services. The BRT, and its development, will require new skills and new ways of working. In order to implement the BRT, the Philippine Government needs to establish new institutional structures that will enable effective working relations between different layers of the Government. By recognizing this ambitious program of works to be embarked upon and the gaps in technical skills that exist within the Government, a second element of these services will be needed in terms of providing support for the development and establishment of a regional Public Transport Authority (PTA) to provide efficient, effective and customer-orientated services that in the medium and long term, eventually take over from DOTr the responsibility of managing, operating and maintaining the BRT system in Cebu Province⁸.

⁸ Until the PTA has been established, which is through legislation, a DoTr Project Management Office to be named the Public Transport Unit (PTU) will be organized to oversee the operations and maintenance of the Cebu BRT.

Currently, a Technical Support Consultant (TSC-1) has been engaged since 2018 and ended its support service for the CBRT last December 2022. The DOTr is therefore seeking to appoint a TSC-3⁹ to continue to provide advice and assistance on a range of technical needs that are required for the development and implementation of Cebu BRT for Metro Cebu.

2. BRT Alignment

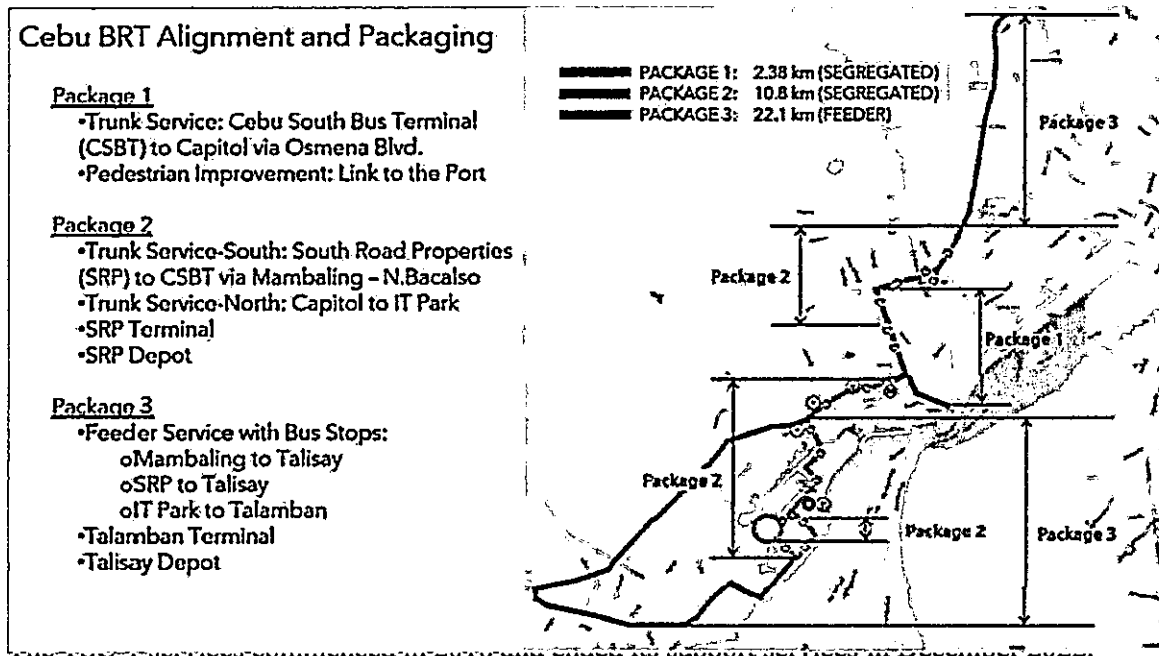
The project involves 13.18 km of segregated lanes having 17 stations, 1 depot, and 1 trunk terminal from South Road properties (SRP) in Cebu City's south district to IT park in the north district. It also includes a 22.1 km Feeder Line System which consists of three segments.

- (a) Mambaling to Talisay City via Natalio Bacalso Ave.;
- (b) South Road Properties to Talisay City via Cebu South Coastal Road; and
- (c) IT Park to Talamban.

The Feeder Line System will have 76 bus stops and 2 terminals.

The proposed BRT corridor, and locations for the station and terminals are illustrated in schematic form in the following figure.

Figure 1 – Cebu Bus Rapid Transit corridor.



⁹ TSC-2 is the designation of the Technical Support Consultant for the Metro Manila BRT Line No 1 Project

In relation to the outputs of the TSC-1, listed below are the technical reports that were submitted:

- MCIITS Inception Report
- Infrastructure Parameters
- Midterm Review Reports
- Monthly Progress Report
- Project Implementation Plan
- Procurement Strategy for Partial Operations
- Results Framework
- CBRT Ridership Analysis
- Interim Bus Service
- Traffic Impact Assessment (TIA) for Talisay Feeder Terminal
- Bus Operation Data

3.2. Detailed Engineering Design

The DOTr, under separate terms of reference, procured the services of a consultant for Detailed Engineering Design (DED) and Construction Supervision (CS). The scope of the DED services covers:

- Studies and site investigations which includes land/ground survey (topographical, hydrological, geotechnical), tree inventory, utility mapping, and parcellary mapping.
- DED Plans, Engineering Reports, Cost estimation/Bill of Quantity (BOQ) and Technical Specifications for BRT Corridor Road Design, Urban Realm Improvements, Bus Stations, Bus Stops and Infrastructure Design for supporting facilities such as Terminals, Bus Depot.
- Formulation of the bidding documents and assistance during the bidding process (e.g., General Bid Bulletin, Bidders Query, Preliminary Examination, World Bank Comments, Detailed Evaluation, Post Qualification,).
- Supervision of construction works.

The TSC-3 will be required to continue to provide advice and guidance and produce applicable technical reports to the DED to clarify, and reach agreement, on any operational or infrastructure issues that may arise during the design and construction period.

3.3. Civil Works Status

Package 1

Civil Works includes the construction of 2.38 kilometers of BRT Segregated busway from Cebu South Bus Terminal to Capitol with 4 stations along the corridor. It also comprises the Urban Realm component "Link to the Port " with 1.15 kilometers improvement of the

sidewalks from P. Del Rosario x Osmena Blvd to Plaza Independecia for better pedestrian walkability and cycling experience.

Currently, the Notice of Award was given to Hunan Construction last November 2022 and commenced with the construction last December 2022.

Package 2

Comprises of 10.81 kilometers of BRT Segregated Busways from SRP via Mambaling to N. Bacalso Avenue and N. Escario Avenue via Archbishop Rd. to IT Park, improvement of waterway bridges, 1 BRT Trunk Depot, 1 BRT Trunk Terminal, and 13 Stations along the corridor.

The DED Consultant is currently in the process of finalizing the design drawings and reports necessary for the procurement. Target completion of DED is on the 3rd Quarter of 2023.

Package 3

Installation of 76 Bus Stops spaced at 500m apart along a 22.1 kilometers of feeder service lines, which is divided into 3 segments; 1) Mambaling to Talisay via N. Bacalso Avenue, 2) SRP to Talisay via Cebu South Coastal Road, and 3) IT Park to Talamban. It also includes the construction of 2 Feeder Terminals (Talamban and Talisay Terminal).

The procurement of Contract Package 3 will be included also in the procurement of Package 2 Civil Works.

3.4. Social and Environmental Management

The Cebu BRT will be the first BRT system in the country and the concept as well as the possible impacts of a BRT are relatively new to the general population. It is important to be able to effectively convey to the people a proper knowledge about the project, and to be able to understand its benefits as well as to establish qualitatively and quantitatively the nature and magnitude of adverse impacts.

In order to disseminate knowledge and mitigate the negative impacts, a Social Management Plan (SMP) was formulated and implemented by a Social Management Consultant (SMC) whose deliverables were reviewed by TSC-1. The scope of the SMC services covered:

- Stakeholder mapping, analysis and consultation
- Baseline surveys, including affected PUV owners, drivers and fare collectors and an inventory of all routes and modes of public transport along and traversing the corridor. These surveys also covered the number of (i) vehicle units, (ii) operators and (iii) drivers per route.
- Impact assessment
- Formulation of Social Management Plan and Information, Education and Communications Strategy
- Implementation strategy

- Set-up and Operate a Stakeholder Relations Office

Following the feasibility study (which was subsequently updated by TSC and/or other consultants, an environmental impact assessment (EIA) was conducted in 2012 that was later refined in accordance with the World Bank Group’s pertinent Environmental Safeguards and Environmental Assessment policy provisions. This has produced an environmental management plan that will be implemented during and after Cebu BRT project implementation.

An Initial Environmental Examination Checklist (IEEC) was then also submitted to the Environmental Management Bureau Region 7 (EMB-7) for the obtainment of the Cebu BRT Project’s ECC (which was approved and issued in 2015).

While the process for the EIA study, review and approval procedures for the issuance of the 1st ECC was started in 2012, the current ECC is undergoing an amendment process due to the present modifications and improvements in the BRT design and components which commenced when the Draft Project Description Report was forwarded to the EMB7 for initial review last July 2020.

EMB7’s recommendations to undertake an Environmental Performance Report and Management Plan (EPRMP) study was formalized during the online conference between DOTr representatives and EMB7 Regional Director Claudio last July 23, 2020. Summarized below are some of the milestones the Project has achieved and wishes to achieve insofar as the Environmental Aspect is concerned:

	Activities/Highlights	Year/Date
1	EIA Study/ECC Issued	
	<ul style="list-style-type: none"> ○ EIA Study and Feasibility/Planning stage ○ Initial Environmental Examination Checklist (IEEC) submission to the Environmental Management Bureau-Region VII (EMB7) ○ ECC Application 	2012
	EMB7 Issuance of ECC No. RO7-1211-0291 (May 8, 2015)	2015
	Greening Program Memorandum-of-Agreement signed between DOTr and Cebu City Government (Target: 350,000 trees)	2017
2	ECC Amendment/Preparation of EPRMP, Review & Approval	June 2020
	Project Description Report for ECC Amendment was submitted to EMB7 for initial discussion (project screening-EIA category & Coverage)	June 2020
	Online conference with EMB7 (July 23, 2020)	July 23, 2020
	Preparation & submission of the Draft EPRMP/ECC Amendment Application	October 2020
	Technical Scoping and Review of the EPRMP	December 2020

Refinement/Updating of the Draft EPRMP	2021-2022
2 nd and Final Review of the EPRMP	TBD
Preparation of EPRMP-Final Report	TBD
Endorsement, approval and issuance of Amended ECC	TBD

If needed, TSC-3 will be required to review and enhance the previous outputs for the Social and Environmental Management component to ensure that business plans for the BRT system are implemented taking cognizance of the inputs from affected stakeholders.

3.5. Land Acquisition and Resettlement

The Cebu BRT project includes converting the middle lanes to dedicated lanes of about 13.18 km of national and city roads in which approximately 370 affected lots and 520 affected structures and improvements will be compensated, and about 54 Informal Settler Families to be resettled.

The preliminary activities of these components are almost complete and ready to be implemented within the 3rd Quarter of 2023. As part of the final groundworks for this activity, (1) Department of Public Works and Highways is currently conducting the appraisal activities through an Independent Property Appraisers; (2) the Cebu City Government is processing the acquisition of the Resettlement Site; (3) the National Housing Authority is currently on process of procurement of the Civil-works contractor for the development and construction of the Resettlement Site; and (4) the DOTr has obtained the World Bank's Conditional No-Objection for the partial draft of the Resettlement Action Plan in the first quarter of 2022. The final draft of the Resettlement Action Plan, which includes the valuation report, is targeted to be submitted for the World Bank's final No-Objection in June 2023.

The TSC-3 will be required to review and enhance the previous outputs for the Land Acquisition and Resettlement components. In addition, the TSC-3 will provide assistance on the formulation of the remaining action plans and reports to be submitted to the World Bank. The TSC-3 will also provide technical support during the implementation of the Right of Way, Site Acquisition and Resettlement.

4. Institutional Structure for BRT development and Implementation

The implementation for the institutional structure occurs at three levels:

- i) A national framework for policy, proposal development and oversight of BRT in the Philippines, centered on the BRT-National Program Management Office (BRT-NPMO);

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- ii) The implementation arrangements for specific projects centered on the Project Implementation Units (PIUs); and
 - iii) The institutional and operational arrangements for the systems implemented by the projects, centered on the public transportation agency for the area and the BRT system management entity.

4.1. National-level Institutional Structure

The main authority to oversee the BRT projects is at the national government level. A Department Order has been issued by the DOTr to set up a BRT National Steering Committee, a National Program Management Office (NPMO), and Project Implementation Units (PIUs).

The BRT National Steering Committee (NSC) serves as the national body for coordinating the formulation, planning, implementation, management, regulation, and monitoring of BRT policies, plans, and projects in the country-

The BRT National Program Management Office (NPMO) is located at the DOTr central office and is under the supervision of a DOTr Undersecretary. The BRT-NPMO is staffed by assigned DOTr personnel and may be supplemented by external experts as required. The BRT-NPMO would deal with matters at a national level and would prepare policies and plans for BRT development and reform of road-based public transport in the country. The specific functions of BRT-NPMO cover:

- Planning and Policy Analysis
- Resource Mobilization
- Implementation
- Operations
- Monitoring, Evaluation and Reporting
- Promotions and Communication
- Secretariat and Coordination

4.2. Project-level Implementation Structure

A Project Implementation Unit (PIU) has been set up by DOTr with a presence in Cebu. The PIU will be under the aegis of the NPMO, and ultimately subject to the oversight of the BRT National Steering Committee. The PIU will maintain direct oversight of all contractors and works and remain engaged with project stakeholders.

The TSC-3 to be engaged under these terms of reference will primarily support the PIU with project implementation but shall also assist the NPMO in issues related to the implementation of the BRT program on a national level, and in so doing, capacity building for the relevant local and national institutions and officers needs to be provided.

Figure 2 below shows the structure at project level defining the role of the TSC as support to the NPMO/PIU and how the TSC would relate to institutions and organizational units in the project. While the primary purpose of the TSC would be to support the development of CBRT,

it is understood that the TSC team shall also serve as a program planning and management resource and a source of advice and knowledge for NPMO in bus and BRT-related projects in areas other than Cebu Province. TSC-3 shall review and, as necessary, modify/revise the current organizational structure to determine if the same is still relevant, applicable and responsive to the current stage of the Cebu BRT project implementation and the BRT program.

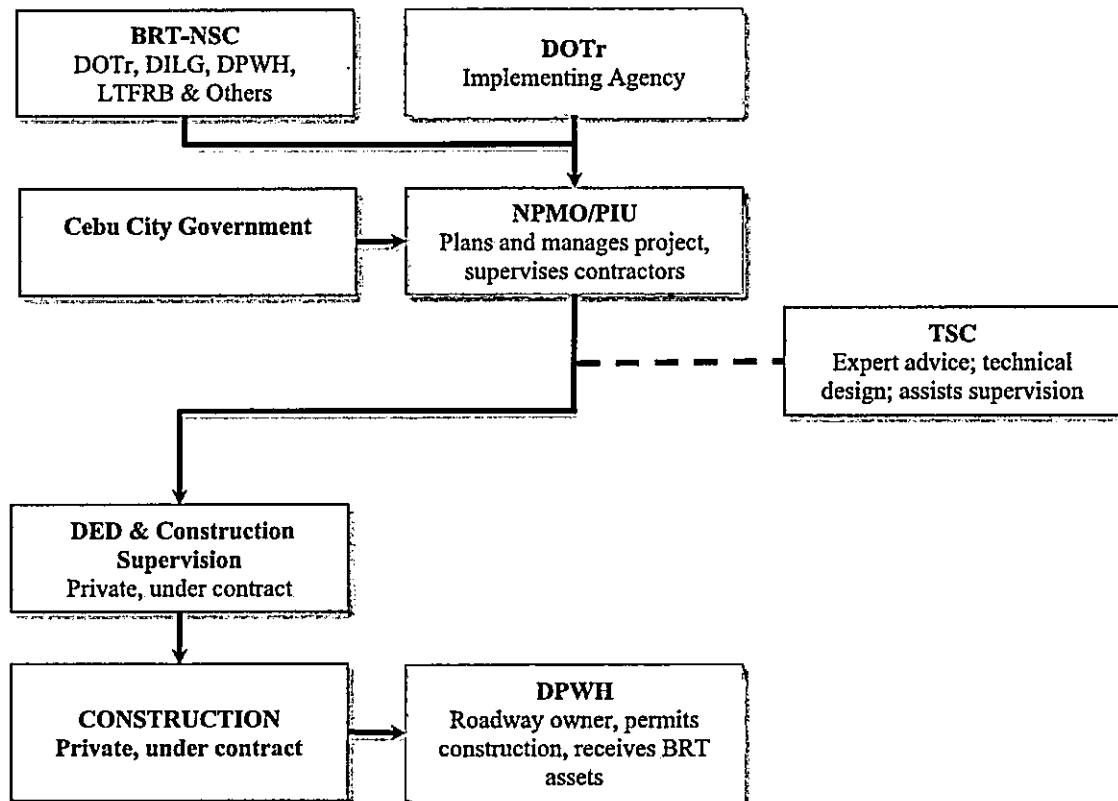


Figure 2: Institutional structure for implementation of the BRT Infrastructure

4.3. Project-level structure after commencement of BRT operation

It is envisaged in the long run that the BRT system assets shall be eventually owned by a body called the Public Transport Authority (PTA). The PTA may be national or regional in nature and should be established by legislation. This is because the PTA will not only own and maintain all road-based public transport assets within its jurisdiction but will also have regulatory functions. It is proposed to have officials from the DOTr, LTFRB, LTO, DILG (for police enforcement) and the concerned LGUs as members of its Board.

While the PTA will own the assets, a Systems Manager will be appointed to operate and maintain the BRT systems. This Systems Manager is essentially the PPP partner that will be procured with the assistance of the Transaction Adviser engaged through the Project Development and Monitoring Facility.

Since legislation of the PTA (or Cebu PTA as the case may be) will take time, an interim PTA referred herein as the Cebu PTU will be established through a DOTr Department Order. Given this arrangement, the DOTr shall initially own the BRT assets. The assets shall be transferred to the PTA once the latter has been established. The PPP agreement with the Systems Manager will also be signed with the DOTr (as mother agency of the Cebu PTU) and novated to the PTA later. A provision on this future novation may be included in the PPP Concession Agreement to ensure that the private party knows and consents to the proposed arrangement.

The scope of these TSC-3 services will take off from the previous works of the TSC-1 and will continue the designing of the institutional structure required at a project level to firstly assist DOTr in the interim management of the BRT system, and secondly to design the structure that will take over from DOTr this responsibility, so that an appropriate organization with the requisite legal authority, personnel and logistics can take long-term responsibility for system management and operation.

II. SCOPE OF ACTIVITY

The TSC-3 will be retained by DOTr as a 'one-stop service' basis to provide a wide range of skilled staff, on both long-term and short-term basis to cover and support a broad range of tasks and activities that may arise during the course of the development and implementation of the CBRT project. As a 'go-to' technical expert and since the tasks to be undertaken by the TSC-3 are difficult to predict, the TSC-3 will work on an 'on-call' basis. The TSC-3 (or TSC which is referred interchangeably in the succeeding sections) shall continue all on-going activities of the TSC-1. The tasks mentioned in this scope of activities, whenever applicable, are programmed to be implemented by the TSC-3.

The TSC-3 shall provide specialist staff, for an initial period of two years, with the possibility of extension based on delivery and performance, to perform technical support services as follows:

- 1. Assistance in Project Management**
 - i. Strategic advice, guidance and assistance in coordination and approval from various LGUs, partner Departments, and Stakeholders.
 - ii. Project scheduling
 - iii. Project management, monitoring and progress reports
 - iv. Meetings, communications and follow-up
 - v. Assistance in procurement and procurement timeline tracking/management.
 - vi. Contract management, Project Cost control/preparation and updating of disbursement schedule
 - vii. Conduct Capacity Development and Training
 - viii. Knowledge Management and Document Database Management Support
 - ix. Assistance in developing and managing Monitoring Reporting and Strategic Performance Targets for the Project

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- x. Support to DOTr in updating project study figures and securing ICC approval and all other Government approvals
2. **Public Transport Service Planning, Operations and Management**
 - i. Review and update passenger demand
 - ii. BRT Operations Plan and Service Development
 - iii. Greenhouse Gas Assessment
 - iv. Vehicle Fleet
 - v. Fare Policy, System, Structure and Levels
 - vi. Financial Analysis and Modeling
 - vii. Project Economic Viability Analysis and Model
 3. **Institutional Development, Business Planning and Industry Engagement**
 - i. Review previous institutional analysis and propose modifications where appropriate.
 - ii. Engaging with, negotiating with, and Building Capacities of, Existing Operators
 - iii. Financial Assessment of Existing and Proposed Transport Services on the Corridor
 - iv. Training for BRT Bus Operators
 - v. Traditional PUV Phase Out Program
 - vi. Establishment and Strengthening of Public Transport Unit and Public Transport Authority.
 - vii. Interim institutional arrangements and preparation of the Terms of Reference for the Interim BRT System Manager¹⁰
 - viii. Assistance to the Transaction Advisor in Procuring the BRT System Manager.
 4. **Assistance in Infrastructure Design**
 - i. Technical advice on BRT infrastructure needs during design and construction
 - ii. Design review and procurement assistance
 5. **Area Traffic Control System Design**
 - i. Signal timings, intersection layout and on-street equipment design
 - ii. Traffic control center and in-station equipment and communications design
 - iii. Preparation of ATCS bidding documents and draft contract documents
 - iv. ATCS implementation assistance
 6. **Intelligent Transport System Design**
 - i. ITS Functional design and specifications
 - ii. Preparation of ITS bidding documents and draft contract documents
 - iii. ITS implementation assistance

¹⁰ The Interim Systems Manager is to be the staff of the PTU mentioned earlier and the TSC-3 is expected to capacitate the said staff.

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7. **Assistance in Environmental, Social Safeguards, and Land Acquisition and Resettlement**
 - i. Updating environmental reports
 - ii. Assistance in Social Issues
 - iii. Assistance in Land Acquisition and Resettlement Matters
 8. **Communications and Consultation**
 - i. Reassessment and Implementation of the Communications Plan
 - ii. Community Awareness and Participation Plan (CAPP)
 9. **Traffic Impact Assessment of the whole CBRT Project¹¹**
 10. **Assistance in Construction Supervision**

III. DETAILED TASKS OF THE ASSIGNMENT

1. Assistance in Project Management

Development and implementation of BRT requires careful management across many interrelated disciplines, each with their own critical paths. The DOTr, whilst leading project management, will require support and advice on project management techniques and tools together with support in actively managing individual work streams, their technical need and wider consultation/engagement needs. Under the Project Management task, the TSC-3 will provide the PIU and NPMO, amongst other things, the following activities and deliverables:

- i.) Related technical reports, strategic advice, guidance and assistance in coordination and approval from various stakeholders
- ii.) Project scheduling
- iii.) Project monitoring and overall progress reports
- iv.) Meetings, communications and follow-up
- v.) Assistance in procurement
- vi.) Contract management and cost control/preparation and updating of disbursement schedule
- vii.) Assistance in obtaining project and budget approvals from various Government oversight agencies

1.1. Strategic advice, guidance and assistance in coordination and approval from various stakeholders

¹¹ As a requirement of the DENR-EMB in amending the ECC and making use of the output of the Travel Demand Forecasting Model prepared by the TSC-1

The TSC-3 shall provide the NPMO and PIU with strategic advice, guidance and assistance in reviewing the DED Consultant's output as well as ensuring procurement ready documents, guidance and assistance on the Cebu Bus Rapid Transit project and on general aspects of BRT implementation in Metro Cebu. This shall include, amongst others:

- i) The TSC-3 for the duration of its contract, shall make its team available to receive comments or queries and provide timely responses thereto, and entertain consultations;
- ii) Conduct knowledge sharing sessions or project "lessons learned" sessions, to ensure knowledge transfer trainings shall be conducted; alternatively, a case study report may be submitted;
- iii) Develop and help manage a strategy for BRT development and implementation;
- iv) Assist in coordination of Government bodies with a role in BRT development and implementation;
- v) Assist in securing Government approvals/endorsements, including approvals from local government units (LGUs) and from national government agencies (NEDA, DPWH, etc.), among others;
- vi) Provide an interface between the system funders, Government, all the consultants involved and decision makers;
- vii) Liaise with appointed project consultants (individual & firms) to conduct specific tasks;
- viii) Provide guidance and direction on all aspects of scheme development/delivery as required by NPMO/PIU; and
- ix) Analyze, monitor and manage project delivery risks, identifying knowledge gaps and deficiencies at the earliest opportunity.
- x) Provide recommendations, as required, regarding institutional and policy-related matters for the successful implementation of the BRT.

1.2. Project Scheduling

This task comprises preparation, monitoring and ongoing updating of a master schedule covering all aspects of the Cebu Bus Rapid Transit project, and sub-schedules for each implementing agency. It is to be noted that the current DED Consultant, the incoming Transaction Advisor, and all potential consultants will be submitting their own respective progress reports corresponding to their respective assignments. The TSC-3 is expected to coordinate and prepare an overall project schedule and progress reporting system.

1.2.1. Project Master Schedule

As a priority task immediately on commencement of the services, the TSC-3 will prepare a Master Project Schedule:

- i) Covering all activities necessary for the successful completion of the project, including activities managed by DOTr, CCG and other agencies involved. All relevant work activities, including those to be carried out by consultants and external agencies (e.g. land acquisition and resettlement) should be described;

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- ii) In the form of a detailed Gantt chart with accompanying implementation manual to explain the schedule and tasks, and must be periodically updated;
 - iii) Covering a time period from mobilization of consultants through commissioning of the BRT services and completion of warranty/defects liability periods on construction works, equipment and vehicles;
 - iv) To be used by the PIU to assist in the management of the overall project;
 - v) With the time and activity schedule capable of being collapsible and expandable in order to provide (as required) an overview of the project and the details of individual tasks. It is required that two schedules be prepared: (a) Detailed Gantt Chart and (b) Executive Summary Timeline;
 - vi) Incorporating a proposal, and after approval from the PIU, procurement and provision of necessary project planning and management software and associated licenses. Sufficient licenses are to be provided to permit the software to be run in the PIU, at CCG and at DOTr. The software package used for the schedule is to be available and supported in the Philippines by the vendor. The planning and management software shall be able to clearly identify the critical path(s) of the project.

The initial version of the Master Schedule shall be based upon the TSC's and PIU's understanding of the likely timing and duration of activities and likely project delivery modality. The Master schedule shall be kept updated during the course of the project with a formal update required on completion, in which the project delivery mechanism will be defined.

The Technical Support Consultant should provide a soft copy (to BRT NPMO's official email: <dotrbrtnpmo@gmail.com>) and a hard copy of all the deliverables.

1.2.2 Schedules for Implementing Agencies

The TSC-3 will prepare individual schedules for, partner National agencies, and local government units, similar in format to the Master Schedule, covering all their respective activities. These detailed schedules are to be used by the PIU and the respective teams in CCG and DOTr to manage the activities for which they are responsible.

1.3. Project management, monitoring and progress reports

The TSC-3 will plan, monitor and report on progress (e.g., status of approvals, overall physical progress/accomplishment, ROWSA delivery, status of other implementation plans, etc.) of the project and report to the NPMO/PIU on progress and help to ensure delivery of agreed actions. Specific tasks shall include, but not necessarily be limited to the following:

- i) Prepare Annual Plans and Work Programs and the like, with activities and budget;
- ii) Develop project tracking/monitoring tools or instruments (Primavera or MS Project, convertible to format practical for multi-stakeholder view) to ensure timely, cost-effective and satisfactory performance of the work;

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- iii) Monitor the progress of the activities in the schedule, record actual progress and update all schedules on a regular basis (on a monthly and quarterly basis, unless otherwise requested). Preferably using Primavera P6 including but not limited to the Cost-loaded Baseline, which includes: detailed activity, start date per activity, finish date per activity, duration per activity, cost per activity, percentage of completion per activity, and gantt chart, Over-all Percentage of Completion, Over-all Cost, Over-all Expense, Cost-loaded and Expense-Loaded Projected/Updated Timeline which includes: detailed activity, start date per activity, finish date per activity, duration per activity, cost per activity, percentage of completion per activity, and gantt chart.
 - iv) Assist the DOTr in overseeing contracts and review reports and contract deliverables from all the consultants involved specially the DEDC Contractors and other service providers associated with the project;
 - v) Prepare the minutes of all meetings held, especially meetings where decisions are made, which shall be shared to all attendees/parties within three (3) days after each meeting and which shall be subject to the approval and validation of all parties;
 - vi) Prepare monthly progress reports of the status of activities of the TSC services including issues encountered and steps taken to resolve them and update milestones and timelines;
 - vii) Assist the DOTr in preparing consolidated monthly progress reports on the status of all the components of the project that shall be distributed to the management of DOTr, CCG and to other agencies as agreed with DOTr. The monthly progress reports shall:
 - a) Provide an accurate and complete picture of the progress of the works;
 - b) Include an updated activity/time schedule;
 - c) Clearly identify all activities which have fallen behind the planned completion dates and the extent of the delays;
 - d) Clearly identify delays to activities and key actors/responsible stakeholders on the critical path;
 - e) To the extent possible, give written explanations of any delays, state who is responsible for the delays, if there are any penalties due caused by delays, assess the possibilities of recovery and the possible effect on other activities; Also include a written report for the implementation issues concerning the actual changes/revisions on site (including the concern, recommendation of the DEDC & TSC and actions to be taken) for future clarifications of any possible variation order claims.
 - f) Assess the probable effect of delays on the overall project completion date.
 - viii) Prepare an Quarterly Summary Progress Report for submission to DOTr every quarterly of the year.
 - ix) The TSC-3 will assist DOTr in the preparation of periodic reports to comply with the standard financial and technical reporting requirements of the World Bank under the loan agreement.

The Technical Support Consultant should provide a soft (sent to BRT NPMO's official email: <dotbrtnpmo@gmail.com>) and hard copy of all the deliverables.

1.4. Project meetings, communications and follow up

The TSC-3, among other things, will assist PIU staff in:

- i) Organizing and conducting regular project management meetings with the various project teams. These meetings are to be used to discuss any matters that are pending
- ii) Establishing a process for identifying and following up on issues; and
- iii) Establishing and maintaining regular two-way communications with the different implementing agencies and consultants.

1.5. Assistance in procurement

The TSC-3 shall support DOTR NPMO, its appointed procurement advisor as applicable, and other stakeholder implementing agencies involved in the Cebu BRT in all procurement of civil works, equipment, bus service operators, and other services, including consulting services, required to deliver the Cebu BRT project. This shall cover related tasks such as bid management. The TSC shall, among other things:

- i) At the start of the assignment, update and detail (as required) the various required Procurement Plans in the Project Implementation Plan (PIP);
- ii) From the Procurement Plans, prepare detailed procurement plan documentation for the DOTr and other local implementing agency equivalents including the Terms of References and Scope of Work as necessary;
- iii) Assist in the procurement for the Intelligent Transport System, Area Traffic Control, Civil Works Package 2 and 3 components of the CBRT project, and other procurements listed under the Procurement Plan; and
- iv) Monitor progress of all procurement activities, record progress and update all procurement plans as required on a regular basis, by default every three months.

The TSC-3 will not be expected to perform procurement activities for personnel, goods and services related to the operation of the PIU or NPMO, but will be available for support such as the preparation of the Terms of references / Scope of Work, estimating and preparing procurement timelines, facilitation in the compilation of comments and inputs, and assistance to the Technical Working Group (TWG) in presenting to the Bids and Awards Committee (BAC).

1.6. Contract Management, Project Cost and Cost Control /Preparation and Updating of Disbursement Schedule

This task is to assist DOTr in the overall budgeting and cost control of the project, and in managing the project's contracts, especially in relation to payment disbursements, claims

handling, variation orders and interface management. The objective is to provide DOTr, as well as its local implementing agency equivalents, with a clear and correct picture of the accrued costs and the updated total estimated costs of the project at any time. The TSC-3 shall:

- i) Set up a contract management system or database including the development of protocols and procedures which fulfill the requirements of each contract in terms of the following items, and any other relevant procedures. The objective is to ensure that the contracts are managed properly and that DOTr shall always have a full overview of any open issues as well as potential risks that might result in cost overruns, The TSC-3 shall assist with tasks, such as:
 - a) contract meetings,
 - b) site meetings,
 - c) minutes of meetings
 - d) correspondence
 - e) payment disbursements,
 - f) penalties due, claimed or paid/deducted, and
 - g) claims handling
 - h) assessment and validation of contract amendment/variation proposals

- ii) Draft a comprehensive contract management plan for the DOTr covering all contracts for the Project. The Contract Management Plan shall also consider the Service Contracts/O&M Contracts that will be developed under the PPP Transaction Advisory Services (which the DOTr will engage under a separate contract with the assistance of the PPP center) for the purpose of helping the DOTr in the overall management of the BRT Project's procured services and ongoing contracts, including its risks, rights and obligations after financial close. The Contract Management Plan shall describe how the Service Contracts will be monitored and how its requirements will be enforced; and how the relationships between the public and private partners are managed, within the lifetime of the Service Contracts, including how interface risk between contracts should be managed and mitigated. The Plan should ensure:
 - a) services are delivered continuously and to a high standard, and payments or penalties are made accordingly;
 - b) contractual responsibilities and risk allocations are maintained in practice, and government's responsibilities and risks managed efficiently; and
 - c) changes in the external environment-both risks and opportunities- are spotted and acted on effectively (PPP Reference Guide, World Bank Institute, 2012).

- iii) The TSC-3 shall assist the DOTr in ensuring effective management of project cost overruns or increases. The TSC-3 shall proactively identify potential cost implications for any scope changes, variations and delays, extensions, and other project risks; assess their impact on the project budget, and promptly communicate these updates to the DOTr. This task also includes providing technical assistance to the DOTr in assessing, validating

and managing contract variation/amendment proposals made by its contractors, and accordingly updating the project cost, including developing tools or models showing the cost difference vis-a-vis the NEDA Board-approved project cost.

- iv) The Contract Management Expert, together with the PPP Expert and other technical advisors it deems relevant to the task, shall also assist the DOTr in project/contract structuring and managing interface risk between different contractors and alert the DOTr to any potential delay and cost impacts related thereto.

1.7. Conduct Capacity Development and Training

The consultant will prepare and deliver a technology transfer program for the executing and implementing agencies related to the project, including the DOTr Team and related agencies/government entities at both the national and local levels. The knowledge sharing program will build upon the capacity development program defined in the Conceptual Business and Institutional Plan. The Consultant must be able to demonstrate that they have trained the necessary personnel mentioned above. Among the likely topics to be included in the technology transfer program are:

- i) Media Training and communications
- ii) Managing the transportation demand model
- iii) Procurement of service companies that are involved in the system
- iv) Procurement of equipment and civil works
- v) BRT Planning
- vi) Non-motorized transport
- vii) Traffic and parking management
- viii) Electronic vehicle registration
- ix) Institutional and legal frameworks
- x) Business models and financial analysis
- xi) Monitoring of environmental performance of construction
- xii) Quality control monitoring and reporting

The training on the monitoring of the environmental aspects of the construction process will be delivered within the first three months from the start of engagement of the TSC. The training will include instruction on: the preparation of corresponding reports; supervision responsibilities; interaction with contractor(s); and documentation, resolution and reporting of non-compliance issues and complaints. The Consultant will develop appropriate training materials for each of these modules.

The Consultant will organize and fund at least two study site visits to other BRT and NMT projects in the Asia and the Pacific region. The Consultant will be responsible for all associated travel costs of the study tour. Five (5) participants will take part in each of the study tours. The choice of the study visit cities will be determined jointly by the Consultant and the PIU/NPMO. The participants will include both public officials involved in the project as well as existing private sector public transport operators in Cebu. The Consultant will work closely with PIU/NPMO to select the study tour participants.

The Consultant will make available a specialized resource person to address detailed planning, implementation and capacity-building issues as the need arises during the course of the project. The resource persons will be selected jointly by the Consultant and the PIU/NPMO. The resource person line item will be a fixed-cost component of the Consultant contract.

1.8. Knowledge Management and Document Database Management Support

The Consultant shall prepare the design and specifications, assist with procurement and help manage Network-Attached Storage (NAS) and server or workstation/equipment/devices or similar knowledge management database system to assist the PIU in building the Cebu BRT project documentation database.

Knowledge management is a crucial part of project management, and the provision and management of said database shall facilitate knowledge symmetry among all the relevant project stakeholders and proper documentation of all project developments. This shall also include assistance in systemizing and organizing the digital archiving of all past project documents.

In line with this, the Consultant shall also assist the DOTr in developing, recommending and establishing knowledge management protocols and processes internally and with external stakeholders. This shall include determining the levels of clearances/access involved for DOTr staff and other relevant project stakeholders, both public- and private-sector alike, while ensuring adherence to the provisions under Executive Order No. 2 s. 2016, otherwise known as the Philippine Government's Freedom of Information (FOI) policy.

All materials, database/s, systems and related equipment shall be turned over to the DOTr together with a checklist at the end of the assignment.

1.9. Assistance in developing and managing Monitoring Reporting and Strategic Performance Targets for the Project

As one of the Infrastructure Flagship Projects (IFPs) of the Philippine government, the Cebu BRT Project is one of the identified priority projects for implementation under the Build Better More program. Monitoring of the project's implementation progress and target accomplishments are therefore crucial. The DOTr shall require the assistance of the TSC in ensuring that all project issues are properly identified and reported, particularly with regards to delays, risks, major stakeholder issues, ROW and resettlement issues, environmental compliance, political risks, policy and institutional risks, and other bottlenecks/critical aspects that might affect the success of the project. Most importantly, the TSC shall provide recommendations and inputs on the way forward to resolve project issues. The TSC shall also assist the DOTr by providing the necessary inputs to its project monitoring framework, reporting to oversight agencies, and project-related performance targets and timeline commitments that shall be reported to the public. The TSC shall also ensure that any projected accomplishments and timelines of deliverables for the project take into account all possible and likely bottlenecks during project development and implementation. Project deliverables or

accomplishments must also take into account the overarching economic development objectives of the Philippine government in line with the monitoring framework set out in the Philippine Development Plan (2023-2028) and other monitoring and evaluation frameworks of the National Economic and Development Authority.

In line with this, any target accomplishments and timelines for the project committed to by the implementing agency need to be matched with the strategic performance targets of the DOTr. The TSC shall then provide inputs to the DOTr's current institutional/organizational setup and manpower capacity to deliver the project in line with the Strategic Performance Management System (SPMS) of the Philippine Civil Service Commission (CSC) and determine any institutional/organizational-related bottlenecks to the development, promotions and implementation of the BRT National Program and the delivery of the Cebu BRT Project at its current stage. The Consultant shall collaborate with the DOTr in its assessment and provide recommendations, analyses, reports as necessary to strengthen the institutional capacity of the BRT-NPMO and the Cebu PIU in delivering the project. The Consultant is also expected to take into account previous study initiatives regarding the institutionalization of the DOTr's Road and Transportation Infrastructure office. The TSC may deploy its Governance expert and any other specialists it deems relevant for this task.

1.10. Support to DOTr in Updating Project Study Figures and Securing ICC Approval and All Other Government Approvals

The TSC-3 shall assist the DOTr in preparation of all documentary requirements to be submitted to the ICC, NEDA Board and regional/local development council approvals. The TSC-3 shall do the following:

- i. Assist the DOTr in addressing all concerns raised during the project evaluation / deliberations until the approval is accorded by the ICC and the NEDA Board.
- ii. Assist with the preparation of documents, models, materials (project evaluation forms and other forms, traffic forecast model, financial and economic models, responses to the evaluation/comments of the ICC-Technical Board / Regional Development Council / Local Development Council, other project documents and presentations, etc) necessary for the approval of the Project at local and national levels, including a pre-ICC presentation briefing/meeting with the DOTr
- iii. Prepare and update as necessary any supporting reference data, such as traffic forecast/ridership estimates, location or GIS mapping, etc
- iv. Prepare hard copies of documentary submissions, including studies and reports, as required

Considering the original Feasibility Study, the output of the DOTr's previous consultant, and other project documents, models and forms previously submitted by the DOTr to the ICC, the TSC-3 shall update and provide the correct and necessary information being required by the approving bodies and assist the DOTr in accomplishing the following:

- a. ICC Project Evaluation Forms, BP Forms and other related documents
- b. MS Excel-based economic and financial analyses/model in traceable formula format
- c. Resolve and address the comments made by NEDA in the submission of documents

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- d. Keep track and analyze any project cost changes brought about by the changes in the Project's scope (e.g., variations in construction expenses, material prices, or unforeseen contingencies) and update the relevant models (ridership/forecast model, financial model, economic model, etc) accordingly.
 - e. Other documents, reports, information or materials that may be required by the ICC/NEDA Board and the Regional and Local Development Councils (e.g. slide decks, updated GIS maps, briefing notes, etc)

If the DOTr deems it necessary or appropriate, the TSC-3 shall render assistance in securing the approval of the ICC and all other appropriate government agencies for any changes in the scope and specifications of the Project, regardless of whether such change in scope takes place during the bidding of the Project or any other stage. The working model shall be submitted whenever requested. The Consultant shall make himself/herself available to address comments, respond to queries, and entertain consultations, whenever necessary.

The TSC-3 shall also assist the DOTr in securing legal opinions with the relevant offices or agencies (e.g. the Office of the Solicitor General and/or the Department of Justice, among others), and the approval or endorsement of any other councils (e.g., Regional Development Council, Infrastructure Development Council, etc.) which may be required for the successful approval, tender and implementation of the project.

2. Public Transport Service Planning, Operations and Management

The TSC-3 will have a deep understanding of bus operations, the regulatory framework and travel demand forecasting techniques. The TSC-3 will be expected to provide, upon request, parallel advice and support on operational service planning and management for the BRT systems. The TSC3 will:

- i Provide the primary interface between the PIU and the Detailed Engineering Design consultants in matters relating to bus operations.
- ii Review and provide feedback on bus operations issues raised in documentation, presentations and other outputs generated by the previous Cebu BRT Feasibility Study team and other consultants.
- iii Review and update the passenger demand forecasts and available analysis to revalidate and, if necessary, update the alignment's viability and the deployment of the proposed BRT route services. The forecast model shall be easily accessible and adjustable to take into account any potential changes in project scope or alignment.
- iv Develop a bus operations plan following a review of the earlier analysis and studies conducted as part of the feasibility study and subsequent updates made by the previous TSC and/or other consultants (including vehicle specifications, running time, frequency, peak vehicle requirement, service characteristics, fare systems, etc.) including integration of trunk, direct 12 and feeder routes for the BRT system.

¹² Direct services are routes that combine a portion or portions of the route outside the segregated BRT lanes with use of some or all of the segregated lanes. This reduces passenger inconvenience by avoiding the need for passengers to transfer from feeder services to BRT trunk services.

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- v Develop an updated financial model and an updated economic viability model.
 - vi Provide inputs to the PPP TAs for the development of a business plan that will reflect the proposed operations, expected demand, and institutional and contracting arrangements.
 - vii Prepare briefing notes on issue relating to the bus operations to bring the NPMO/PIU team up-to-speed on the issues, (state-of-the-art, best practice, opinions, merits/demerits, risk and implications) to ensure that the NPMO/PIU team is well informed on the subject.
 - viii Seek, acquire and transfer relevant knowledge and best practices in BRT and urban bus operations to stakeholders in Cebu as well as in Metro Manila.
 - ix Review progress on the bus operations aspects and assist in capacity building of responsibility units, with particular regard to operationalizing the required management and the support systems.
 - x Assist PIU in monitoring BRT service standards, route, service contracts, fare systems and performance monitoring.
 - xi Support the PIU in delivering the functions of the unit.

2.1. Review and update passenger demand

The TSC-3 shall update the Cube model of the previous TSC including expanding the coverage of the model to include all areas served by the BRT system, specifically the feeder routes to Talisay City.

The TSC-3 is responsible for defining the type and number of surveys required to provide sufficient data to update the model. As a minimum the consultant will be required to undertake:

- i AM and PM Peak period classified traffic counts, 20 locations
- ii Daily classified traffic counts (24 Hours), 4 locations
- iii Classified public transport occupancy surveys at a minimum of 9 points along the corridor
- iv Speed surveys on BRT network
- v Boarding and alighting surveys on all existing Jeepney and Bus routes in the BRT corridor.

The Consultant shall note that the ATC design will require turning movement counts at major intersections and is encouraged to combine the traffic surveys required for both activities.

The updated model must provide peak period passenger boarding and alighting volumes at all BRT stations, terminals and bus stops.

The Consultant is required to use the updated travel demand model to test the ridership impact of various route and service plans, as well as fare structures. This requires an iterative process of demand estimation > operational planning > financial analysis to develop an optimum route, service and fare plan, and to quantify ridership associated with this optimum plan.

2.2. BRT Operations plan and service development

Under this task, the TSC-3 is to:

- i Review and update available information on travel demand forecast, current public transport services and their business operations models, and the proposed operations and service plans in the original Feasibility study and subsequent updates made by the previous TSC and/or other consultants; develop specific options and facilitate decision-making on the desired options; and update the operations and service plans and financial/economical models based on decisions taken.
- ii Review, revalidate and/or revise/update as necessary the travel demand /ridership and financial assumptions and project plans previously made, particularly in consideration of the current status of the SRP and the proposal of a pre-BRT service along the coastal road; the lack of availability of the Ayala terminal site; and the new commercial and residential developments along the BRT route); and
- iii Develop detailed operational plans for the BRT services and the related feeder bus/jeepney network, as well as detailed proposals/options for adjustments to the existing services in the corridor as the BRT service is introduced.

The TSC-3 will need to develop and evaluate options for operating plans, and assess their implications for vehicle and station design and specification. The TSC will need to develop detailed service plans for each proposed option, for the purpose of (i) assisting the PPP TA's in developing Operations & Maintenance (O & M)/ the business plan and bid documents (ii) assisting the DOTr in their discussion/negotiation with the potential bidders for the bus operators concessions (iii) and for refining/updating the bus fleet and depot requirements, and the physical design of stations and terminals. The TSC-3 will liaise with the Detailed Engineering Design (DED) consultants to ensure that these recommendations are incorporated in the DED.

The TSC-3 shall:

- i Update/refine the BRT route network, considering also the possibility of new direct service routes that will reduce the necessity for passenger transfers and additional feeder routes.
- ii Devise an integration plan for jeepneys and tricycles into the overall BRT system. At a minimum, this integration plan should promote integration of bus, tricycles and jeepney services at BRT stations. The TSC will examine the extent to which branding and fare integration can be achieved with tricycles and jeepneys. The TSC should also determine which specific routes of tricycles and jeepneys should be upgraded to feeder bus routes;
- iii Update/refine BRT operations plans. The operations plans are to include service standards, vehicle types/specifications, service frequencies, detailed run times, and station dwell times;
- iv From item (iii), update plans/requirements for the BRT bus fleet over time;
- v Update/refine proposed adjustments to existing public transport services with the introduction of BRT services; and

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- vi Detail passenger throughput at stations and terminals for peak and off peak periods (per direction per hour) for input in to the physical design of stations and terminals and the specification of equipment, in particular ticketing equipment and entry/exit gates
 - vii Depot operational considerations
 - viii Provide inputs and advice on potential non-farebox revenue generating and commercial activities (e.g. Advertisements in vehicles, stations and terminals, shops and kiosks, real estate development, revenue from station naming rights, etc) in and around BRT system that can be considered part of cost recovery, based on sound assumptions and up-to-date references / data sources / surveys / studies.

2.3. Greenhouse Gas Assessment

The TSC-3 shall update the Greenhouse Gas assessment¹³ prepared by the World Bank. The GHG analysis shall be carried out in accordance with the World Bank's Guidance Manual: Greenhouse Gas Accounting and Shadow Price of Carbon for Transport Investment Operations using the Excel-based tool¹⁴ developed in conjunction with the Guidance Note.

2.4. Vehicle Fleet

The TSC-3 will recommend the size of respective fleets the functional requirements and detailed technical specifications for the BRT vehicles, and as needed, the minimum vehicle warranties, tools and diagnostic equipment, vehicle spare parts, driver training and post warranty maintenance that should be procured under the bus operator concessions prepared by the PPP TA's. The specifications should be broad enough to enable a wide choice of suppliers and promote competition. The TSC-3 should also identify alternative suppliers of such equipment for the convenient reference of the interested bidders for the bus operator concessions.

The TSC will review the recommendations for vehicle specification in the Feasibility study which was subsequently updated by the previous TSC and/or other consultants, and develop clear functional requirements for bus performance, with the minimum extent of technical specifications required to ensure these functional requirements are met, and also satisfy government regulations with respect to passenger and road safety, occupational health, accessibility for persons with disabilities, and local and global emissions. The functional requirements should focus on:

- i Passenger comfort and ease of use, including seating and total capacity, ease of entry and exit, suitability for elderly passengers and passengers with young children, temperature and protection from the rain and noise levels;
- ii Specific requirements for persons with disabilities, including visual, hearing, intellectual as well as those with mobility impairments (See World Bank Bus Rapid Transit Accessibility Guidelines). The vehicles and stations should be fully accessible

¹³ Greenhouse Gas Assessment for Cebu BRT, May 2023

¹⁴ Estimation of GHG Emissions Associated with Urban Transport Projects (Version 2.0)

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- to all persons with disabilities, as well as other passengers, with special needs including parents with prams, small children, and the elderly;
 - iii Operational efficiency, including boarding and alighting speeds, dwell time at stops, commercial speeds, acceleration/deceleration rates, fuel consumption, ease of driving;
 - iv Ease and efficiency of maintenance including cost and availability of spare parts in the Philippines and required skill of maintenance personnel and cleaning costs
 - v Good track record of operation in developing city context;
 - vi Availability of proposed fuel;
 - vii Emission levels – both local and global; and
 - viii Safety and security.

To the extent possible, these specifications should reflect current international good practice, and the vehicles available in the international rather than just the local market. It is anticipated that the technical specifications should include, among other things, the following components:

- i Weights and Dimensions: (a) axle loads; (b) vehicle width; (c) vehicle length; (d) wheel-to-body dimensions; (e) floor height; and (f) floor-to-ceiling dimension.
- ii Body: (a) structure; (b) materials and corrosion resistance; (c) body shape; (d) exterior finish and livery; (e) doorways; (f) windows; (g) exterior panels; (h) wing mirrors; and (i) exterior access points.
- iii Interior: (a) interior décor; (b) grab rails and straps; (c) passenger seats; (d) special needs seating; (e) driver's compartment; (f) floor; (g) partition walls; (h) fire and safety equipment; and (i) interior insulation.
- iv Mechanical: (a) engine; (b) exhaust system; (c) engine cooling system; (d) fuel system; (e) environmental and safety standards; (f) transmission; (g) drive shaft; (h) axles; (i) suspension system; (j) steering; (k) brakes; (l) tires and wheels; (m) turning radii; (n) air conditioning system; (o) maintenance and servicing; (p) tools, software, and diagnostic equipment; and (q) performance documentation.
- v Electrical: (a) interior lighting; (b) external lighting; (c) battery and battery compartment; and (d) wiring and cabling.
- vi Intelligent Transportation Systems (ITS): (a) vehicle performance monitoring (telemetry); (b) vehicle weight indicator; (c) external variable messaging display; (d) interior variable messaging display; (e) interior infotainment display; (f) audio system; (g) door opening and synchronization unit; (h) driver displays and on-board CCTV cameras; (i) driver panic alarm; (j) description of components to be fitted and installed, such as Vehicle Logic Unit, Automatic Vehicle Location System, Communications Unit, Traffic Signal Priority System, Driver Data Terminal, and Digital Video Recorder; and (k) if appropriate, on board automatic fare collection devices.

As an input to the bus operator concession agreements prepared by the PPP TA's, the TSC-3 will develop a step-by-step description of the vehicle approval process that will be included in the bus operator concession agreements prepared by the PPP TA's, which should include the following elements:

- i Sign-off process of conceptual vehicle design with manufacturer

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- ii Sign-off process of the detailed vehicle design with manufacturer
 - iii Optional site visits to manufacturing plant
 - iv Authority given for full production of units
 - v Inspection of initially produced units and inspection of all delivered units
 - vi Vehicle homologation and licensing
 - vii Sign-off of vehicle delivery.

2.5. Fare Policy, System, Structure and Levels

The TSC-3 will review the recommendations on fare systems contained in the original Feasibility study and subsequent updates made by the previous TSC and/or other consultants then prepare options and a proposal for consideration of DOTr regarding fare policy, system design, structure and levels; and facilitate a policy decision on a desired option. In accomplishing this task, the TSC-3 will:

- i Conduct workshops with CCG, LTFRB, DOTr and other stakeholders regarding the different options regarding fare collection equipment and technologies and the fare structure, including flat fares and distance-based fares, for both the trunk and feeder services;
- ii Measure and analyze current fare levels from existing public transport services;
- iii Develop options for fare products, such as discounted fares for multi-trip purchases, off-peak travel, children under 100 cm in height, etc.;
- iv Develop recommendations on the fare structure and fare levels including assistance and inputs in the development / formulation of an appropriate price/fare adjustment formula, considering all relevant project and/or O&M costs and the impact of the said adjustment to all stakeholders;
- v Review the recommendations developed for the Cebu BRT project for fare collection systems, equipment and technologies as well as options that provide a reliable and cost-effective solution;
- vi Recommend fare collection equipment and systems that will achieve the desired functions at reasonable cost;
- vii Detail the fare rules and protocols that will be required to assist in specifying the fare system technology; and
- viii Modify fare structure and fare levels based on iterative feedback from the financial and economical models and ensure that the target financial and economic viability indicators as well as the social discount rate of 10% requirement for project approvals by the ICC/NEDA Board are still met.

The outputs from this activity will serve as inputs to detailed engineering design and to the contract prepared by the PPP TAs for the System Manager which will be responsible for operationalizing the fare collection system, either through its own resources or through outsourcing to another firm.

2.6. Financial Analysis and Modelling

The TSC-3 shall review the financial model prepared by TSC-1. TSC-3 shall review , update or revise/rebuild as necessary the financial analysis/model, in consideration of any changes in ridership projections, corridor catchment area, project scope, timelines/phasing of implementation, cost assumptions, financing costs, projected revenues due to any changes or updates to the Cebu BRT alignment and proposed institutional and contracting arrangements.

The updated financial model shall include costs and revenues from all BRT Trunk, Direct and Feeder Services in accordance with the updated ridership projects and updated service plan.

The financial analysis shall include determination of appropriate cost benchmarks/ sound assumptions based on well-established and up-to-date references / data sources / surveys / studies.

The model shall provide key metrics for the financial performance of the project including financial internal rate of return (FIRR) and appropriately discounted net present value (NPV) for both project and equity perspectives. The model shall also provide a set of projected financial statements (balance sheet, cash flow, income statement, key ratio analysis), and sensitivity scenarios.

The financial model must adhere to the FAST (Flexible, Appropriate, Structured, Transparent) Standard of modeling, preferably with a dashboard or control sheet that is user-friendly.

The financial model will help to advise and guide policy and management decisions for the Cebu BRT system. The TSC-3 will:

- i Develop a financial model to simulate the investment operational costs and revenues of the proposed BRT alignment, or any updates or changes thereto as the project requires. The financial model shall include determination of sound assumptions based on well-established and up-to-date references / data sources / surveys / studies, which shall result in a set of projected financial statements (balance sheet, cash flow, income statement, key ratio analysis), and sensitivity scenarios. The financial model will serve as an input to the business model prepared by the PPP TA's; The working model shall be submitted whenever requested.
- ii Review and provide inputs to the financial analysis/model, in consideration of any potential changes in ridership projections, corridor catchment area, project scope, timelines/phasing of implementation, cost assumptions, financing costs, and projected revenues as the need arises or in case of any potential changes to the project scope, ROW considerations, etc. during project development and implementation.
- iii Review and update as necessary the current reference BRT operations and maintenance cost benchmarks and refer to other similar projects, consult stakeholders and conduct workshops/meetings with knowledgeable parties, as needed, in order to define the key input costs to the system, including:
 - a. Costs associated with institutional oversight and management of the system, including the contract for a System Manager;

- b. Costs associated with Vehicle Operator contracts (labor costs, fuel costs, vehicle maintenance costs, depot operation costs, etc.);
 - c. Costs associated with fare collection and clearinghouse systems (maintenance of hardware/software, labor costs);
 - d. Costs associated with control center management (maintenance of hardware/software, labor costs);
 - e. Costs associated with station services and maintenance (labor costs of fare collection, security, cash collection, station cleaning, trash collection / recycling, landscaping maintenance, equipment and uniform costs); and
 - f. Costs associated with infrastructure maintenance (busways, stations, depots).
- iv Produce a summary report on the definition of key parameters into the financial model;
 - v Conduct workshops with DOTr, CCG, and other stakeholder on the operational and financial scenarios in order to develop understanding and consensus on the proposed institutional, technical and financial arrangements;
 - vi Calculate the full operational costs and revenues for each scenario (on a bus-km basis) including the necessary technical tariff and customer tariff levels to ensure system financial sustainability and produce a summary report of each set of scenarios run through the financial model; and
 - vii Facilitate understanding, analysis and timely decision-making through the financial modelling process.
 - viii Produce a study on system financing cost recovery mechanism other than farebox.
 - ix Schedule periodic presentations and make appropriately qualified team members available to address comments, respond to queries, and entertain consultations, whenever necessary.

2.7. Overall Project Economic Viability Analysis and Model

The TSC-3 review and update the economic analysis prepared by TSC-1. The economic model for the project components, including a scenario considering a whole-of-project perspective. The Consultant shall review and provide inputs/revisions as necessary to the estimated economic costs and benefits of the operations made by the PPP TAs and consider this in the preparation of the overall/total project (civil works and operations & maintenance) economic viability analysis. In addition, the TSC-3 will:

- i. Review and update, as necessary, the estimated economic costs and benefits of the project and calculate the economic viability of the project in consideration of any potential changes in ridership projections, corridor catchment area, project scope, timelines / phasing of implementation, cost assumptions, and Green House emissions during the course of the project implementation;
- ii. Review and updating of the project's economic model, which must present the assumptions used in calculating economic benefits, conversion of financial costs to economic costs, and calculation of economic viability (i.e., economic internal rate of return; economic net present value; benefits-cost ratio and other relevant indicators that may be required by NEDA). The working model shall be submitted whenever requested;
- iii. Ensure that the economic cost and benefit assumptions used are sound and based on reliable and up-to-date references / sources and/or relevant surveys / studies;

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- iv. Conduct sensitivity analysis to ensure that the project's economic IRR passes the NEDA ICC's social discount rate (SDR) of 10%;
 - v. Consider in the updating/revision of the economic model any comments made by the NEDA ICC or relevant regional/local approving bodies;
 - vi. Prepare or produce supplementary analyses/surveys/studies/reports, as needed, in support of fare-related price adjustments or tariff-setting policies.
 - vii. Make appropriately qualified team members available to address comments, respond to queries, and entertain consultations.

3. Institutional Development, Business Planning and Industry Engagement

The Cebu Bus Rapid Transit (BRT) System is expected to be managed by a dedicated Cebu BRT System Manager, under the oversight of DOTr. Because the BRT system is planned to extend beyond the boundaries of Cebu City, institutional arrangement for creation of a public transport entity should envision participation of local government units covering the Greater Cebu area. In the interim, and until the creation or designation of the public transport entity, DOTr is expected to enter into a single contract with a competent BRT System Manager (BRTSM), who will be responsible for all aspects of management of the BRT System and, in future, related non-BRT high quality public transport services under service contracts. DOTr will be responsible for ensuring that bus operators are procured, who will be managed on a day-to-day basis by the BRTSM, both on the street and in terms of the respective contracts with the operators. All system revenue will accrue to DOTr, who will pay the BRTSM and directly pay the operating contractors for services provided which meets standards. All transportation, customer-facing and support services will be performed by the private sector under contract. The BRTSM will be responsible to manage the contractors through performance agreements. Bus services will be provided by private sector operator(s) who will acquire, finance, operate and maintain their own buses. Bus operators will be paid on the basis of bus-kilometer and achievement of key performance indicators. All other support and maintenance services will be provided by private sector suppliers in accordance with the bus operator concession contract.

The TSC-3 will work closely with the PPP TAs that will assist DOTr to prepare and bid out the BRTSM contract and the service contracts for BRT bus services. In particular, the TSC will recommend the nature, objectives, deliverables and functions of the BRTSM and BRT bus operators, and review and provide specific comments on the draft terms of reference and contracts of the BRTSM and bus operator service contracts. The TSC will also work closely with a separate consultant team under the PIU and CCG to engage with transport industry stakeholders, gain their trust, and, if desired by the industry stakeholders, enable them to organize themselves and participate in the bidding for bus service contracts.

The TSC-3 will undertake, inter alia, the following tasks:

- i Provide the primary interface between the PIU and the individual specialized consultants;
- ii Review and provide feedback on institutional and regulatory issues raised in documentation, presentations and other outputs generated by the Cebu BRT Feasibility study and subsequent updates by the previous TSC and/or other consultants;

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- iii Review the proposed institutional approach, with regard to the political, legal, organizational and financing feasibility, and how could be integrated within the current framework;
 - iv Support DOTr in creating a public entity that will serve as the system owner/authority in place of DOTr through (a) the preparation of a feasibility study/business and financial plan for the system owner/ authority as required for the creation of a new public-sector entity; (b) support in processing the required approvals for establishing the public-sector entity; and (c) planning and executing a capacity building program for the public-sector entity;
 - v Engage in discussions with all concerned agencies and departments (DOTr, LTFRB, DPWH, CCG, CITOM, etc.) to ensure a smooth transition;
 - vi Specify the nature, functions and structure of the BRTSM and the mechanisms through which it would perform and/or outsource the activities required for a sustainable BRT system;
 - vii Review and assist in the implementing the proposed arrangements for impacted PUJs, both on the regulatory/franchise aspects and on the transition arrangements to enable the affected operator to participate in the bidding for service contracts;
 - viii Develop a working relationship with DOTr and LTFRB to be able to explore and progress implementable arrangements at the local level for matters that are within the DOTr and LTFRB mandate;
 - ix Prepare briefing notes on issues relating to institutional and regulatory matters to bring the PIU team up-to-speed on the issues, (state-of-the-art, best practice, opinions, merits/demerits, risk and implications) to ensure that the PIU team is better informed on the specialist subject.

3.1. Review previous institutional analysis and propose modifications where appropriate

The TSC-3 shall review the previous output of the TSC-1 regarding the institutional development, business plan and industry engagement for the Cebu BRT project in consideration of recent developments in the PUV/bus/road transport sectors and proposed transport and ensure that it is still relevant, applicable and responsive to the needs of the project.

The review shall take into consideration any local transport sector-, local government- and/or overall public sector-related policy developments under Philippine context that may possibly affect or impact existing and future operational plans for the proposed BRT system.

From the review the TSC-3 shall propose modifications to the institutional structure for management and operation of the Cebu BRT as deemed appropriate.

The TSC-3 shall provide inputs and suggestions to the current institutional and organizational setup of the DOTr BRT National Program Management Office (BRT-NPMO) and Cebu Project Implementation Unit (Cebu PIU) in relation to its responsiveness in the implementation of the BRT National Program and the delivery of the Cebu BRT Project in the current stage of the project, and provide recommendations to strengthen the institutional capacity of the BRT-NPMO and the Cebu PIU

3.2. Engaging with, negotiating with, and Building Capacities of, Existing Operators

It is proposed that existing jeepney operators on the BRT corridor be given the option to provide BRT trunk or feeder services, enabling them to transition from being franchise holders on the route to shareholders in an entity that would operate BRT bus services on the same route. Those operators who favor this option would be assisted in forming a legal entity with eligibility to bid for the service contract, possibly using their existing vehicle as their contribution to the new entity. There would also be an option for operators to exit the industry or possibly to convert their franchise to another form of franchise (taxi, shuttle, AUV, etc.). A vehicle disposal program would also be developed in order to enable operators to derive compensation for retiring their old jeepneys. Operators who succeed in winning service contracts would be given technical training to enable them to operate the services to the required standards. This task covers negotiations with operators on the business model for BRT trunk and feeder service delivery or compensation for reducing existing services.

The TSC-3 will participate in discussions with existing operators who currently provide public transport services along or across the proposed corridor (i.e., operators that are either fully or partially affected by the new proposed BRT services, including feeder services). These discussions could also involve additional individuals or firms who express an interest in operating BRT services, as well as tricycle operators who might be interested in providing direct feeder services to the BRT. Service provision is recommended to be delivered by more than one company or association, in order to reduce inherent risks with sole service provision.

The full range of discussions is expected to take place over a 12-16-month period, ranging from initial confidence-building discussions to contract bidding and award. The TSC will coordinate closely with a separate consultant team under the PIU tasked to engage with transport industry stakeholders, gain their trust, and, if desired by the industry stakeholders, enable them to organize themselves and participate in the bidding for bus service contracts. The TSC will also be required to coordinate with staff of the CCG or other public-sector agencies that may be interacting or liaising with transport industry workers, operators or their representatives.

3.3. Financial Assessment of Existing and Proposed Transport Services on the Corridor

The TSC-3 will also model the financial performance of the existing transport operators on the corridor, which includes jeepney and tricycle operators. This analysis is fundamental to understanding the current profitability of existing operators – and what the BRT system should offer in order for the existing operators to consider participation in the BRT service contracts as an attractive alternative.

The TSC-3 will therefore need to develop a Cost Model for existing services by mode as well as for the BRT bus services under service contract. Among the cost components to be included in this analysis are:

- i Vehicle depreciation

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- ii Insurance costs
 - iii Licenses fees
 - iv Association fees
 - v Office costs
 - vi Fuel costs
 - vii Employee costs
 - viii Repair costs
 - ix Maintenance costs
 - x Taxes

For each of the modes, the TSC-3 will also estimate the revenues from the existing services, including fare revenues, advertising revenues, and any other service-related revenues. The modelling exercise should enable us to understand the current net income of existing operators as well as the profitability of the BRT bus services assuming different levels of – fee per bus km availability payments.

3.4. Training for BRT Bus Operators

The extent of knowledge of existing operators about modern business and management practices required for operation of BRT bus services was not assessed. However, it has been assumed that some training of operators to provide these skills would be required. The TSC-3 is to:

- i Undertake a business skills assessment of the operators likely to provide the BRT services,
- ii Identify the skills needed to deliver the services, including operations planning, crew and vehicle scheduling, maintenance management, driver and mechanic recruitment and training, fare collection and financial management,
- iii Determine the crucial gaps in skills and knowledge that will need to be bridged.
- iv Develop a training plan that defines the scope, content, duration, resources required and costs of the training required for BRT Operators.
- v Provide support to the PIU for training workshops in accordance with training plan. The responsibility of TSC-3 shall be limited to assisting the PIU with identifying and procuring service providers to perform the required training, monitoring the training and adapting the training plan if necessary based on the outcomes of completed training.

3.5. Traditional PUV Phase-Out Program

The TSC-3 will study options for the phase-out and displacement of traditional public utility vehicles (PUVs) currently operated by public transport operators affected by the BRT project, including the design of a program for processing the disposal of said vehicles and procedures, resources and institutional arrangements for the said program. This activity shall also include advising the DOTr's PPP TAs on incorporating the phase-out program into the PPP tender process.

This task shall include detailing the process regulatory framework, and financial arrangements necessary for the phase-out of traditional PUVs and the development of other proposed mechanisms that would allow for the seamless migration of current PUV operators to a new

enterprise or the adoption of a similar business model. For example, converting a jeepney franchise to a taxi or other franchise, using the value of the old jeepney as down payment toward a new taxi or an upgraded AUV. This approach could also lay the ground for the professionalization of taxi services through formation of taxi operator cooperatives / enterprises that would have common administration, dispatching, financial management, and garage/workshop facilities.

The output of this task will be a Stakeholder Management Implementation Plan for the affected PUJs/PUVs.

3.6. Establishment and Strengthening of Public Transport Unit (PTU) and Public Transport Authority (PTA)

The DOTr serves as the system owner and public transport agency tasked with the responsibility to manage, operate and maintain the Cebu BRT system once completed, and to procure the supply of BRT services from local operators. Over the medium term, such functions and responsibilities are intended to be transferred to a public-sector entity best suited to undertake public transport services for Cebu City and the Greater Cebu region. Accordingly, the primary objective of this task is to assist in the establishment of a Public Transport Unit and Public Transport Authority that will be responsible, in due course, for management, operation and maintenance of the BRT system.

The TSC-3 will prepare:

- i. A BRT Institutional Capacity Development and Implementation Plan which shall consider:
 - a.) any existing or recent developments on the establishment of a local metropolitan development authority in Cebu
 - b.) a clear time-bound action plan leading to the establishment of any PTU and PTA,
 - c.) an assessment of any political risks, potential delays and other relevant risks to the implementation of said plan, as well as a contingency plan to address said potential risks;
 - d.) a proposal regarding the future organization and structure of PTU and PTA; and
 - e.) a capacity building plan for the PTU and PTA.
- ii. Policy, legal and other documentation, including drafting bills, necessary to establish PTU and PTA.
- iii. A business plan for the PTU and PTA
- iv. The TSC-3 shall also assist with implementation of the PTU and PTA

The TSC-3 shall also provide inputs and review the previous output of the TSC-1 regarding the institutional development, business plan and industry engagement for the Cebu BRT project in consideration of recent developments in the PUV/bus/road transport sectors' programs, including lessons learned from other roads sector programs or projects, and to update it as necessary to ensure that it is still relevant, applicable and responsive to the needs of the project.

The TSC-3 shall also take into consideration and bring to the attention of the DOTr any local transport sector-, local government- and/or overall public sector-related policy developments under Philippine context that may possibly affect or impact existing and future operational plans for the proposed BRT system. The TSC may be expected to liaise with other DOTr-appointed consultants regarding the institutional and national policy developments in the roads transportation sector.

3.6.1 PTU and PTA Institutional Development Plan

The TSC-3 shall familiarize itself with (i) legal requirements and processes for creating enterprises or commercial entities under national or local government units, including any requirements for business governance, (ii) organizational structures for other authorities in the transport sector in the Philippines, (iii) organizational structures, goals and mission statements of similar organizations in other countries, considered to represent international good practice in the field but adapted to suit local context, and (iv) any other legal requirements pertaining to establishment of such public sector entity. The TSC must also consider institutionalization initiatives of the DOTr's Office of Roads and Transport Infrastructure and initiatives on the local level to create a Metropolitan Cebu Development Authority in its institutional assessment and implementation plans Based on these reviews, the TSC-3 is to:

- i Reassess and revalidate the previous studies and proposals done by previous consultants regarding the institutional arrangements proposed for the implementation of the BRT project in consideration of local political context, governance setup and timely implementation of project operations to address local commuter needs.
- ii Propose alternative structures (and goals and mission statements as appropriate), with indicative roles and responsibilities of departments/units, and indicative numbers of staff, and business processes to be undertaken, for discussion with key stakeholders.
- iii Following selection of a preferred structure, refine the goals and mission statement, business processes, the roles and responsibilities of department/unit, together with position descriptions, (including qualifications and experience) of the staff in each position.
- iv Develop a task-and time-based plan for the development of PTU and PTA, starting with the initial hiring of the senior executives and ending with a fully functioning institution. The plan is to include the hiring and training of permanent staff, migration from a BRT construction to BRT operating entity, migration from use of consultants/contract staff to use of PTU and PTA staff, development of business processes, and manuals for carrying out the business processes, as detailed below.
- v Prepare detailed task- and time-based proposals for migrating the PTU and PTA from a project/BRT construction and commissioning mode to operations and maintenance (O&M) mode. This should include replacement of the initial consultant/contract staff with project related skills with permanent staff with management, operations and maintenance skills.

3.6.2 Policy, legal and other documentation necessary to establish PTU and PTA

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- i Prepare draft versions of legal documents and other documentation required to establish the PTA. This includes drafting the necessary legislative bill.
 - ii Assist the NPMO and the PIU during the Interim in finalizing and implementing the DOTr -based PTU which will be created by a Special Order (SO) of the DOTr Secretary.
 - iii Prepare Business Process Manuals including for the BRT Operations, System Maintenance and other key activities. These manuals should draw on internationally available manuals as a starting point, and to be tailored for the local conditions in the Philippines. The TSC is to propose a list of manuals considered necessary, and to obtain the agreement of DOTr to the list before proceeding to produce the manuals.

3.6.3 Preparation of the Business Plan for PTU and PTA

The TSC-3 shall assess the functions and cashflows of the PTU/PTA in order to develop a viable business and financial plan for the system owner/ authority. The TSC-3 is to:

- i Define the objectives, service provision and operating performance targets for the PTU and PTA, drawing on relevant international and local good practice, with the assumption that the BRT system will be developed beyond the boundaries of Cebu City to cover LGUs in the Greater Cebu area.
- ii Drawing on the Cebu BRT feasibility study and subsequent updates by the previous TSC-1 and/or other consultants, and financial model for inputs, and taking account of the initial BRT system commissioning and operating plans, set out the program for the management and development of BRT operations over the initial five years of the system, including:
 - a. Proposals for increasing the number of BRT routes and extending routes beyond Cebu City, levels of service, running times, service frequencies and hours of operations;
 - b. Proposals for adjustments to feeder services;
 - c. Proposals for fares and ticketing;
 - d. Proposals for bus and equipment purchase; and
 - e. Proposals for industry restructuring.
- iii Estimate potential non-fare box revenues, such as:
 - a. Revenues from advertising. Prepare the tender and contract documents for the leasing of advertising on vehicles, inside stations, and outside stations. Conduct negotiations with chosen advertisers through to signing of contracts.
 - b. Revenues from commercial concessions at Stations and Terminals.
 - c. Revenues from any commercial merchandising of the system branding, including clothing, toys, cell phones, etc.
 - d. Potential additional land value generated by BRT implementation, and assist in negotiations with local government to capture this value as revenue for the PTU and PTA. This could include activities such as leasing of commercial rights in exchange for infrastructure contributions, and development of government-owned property near the corridor.
 - e. Potential revenue to the PTU and PTA from carbon credits, if any.
- iv Calculate, over the initial five years of operation of the system, potential concession and non-fare box revenues generated.

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- v Calculate, over initial five years of system operations, payments to the System Manager, any contracted operators (e.g., vehicle operations, station services, and fare systems, etc.) and other operating expenditures.
 - vi Determine the financial provisions to be made for equipment replacement, based on assumptions of normal economic life (based on international practice) and estimated cost at time of replacement.
 - vii Based on the Fare System adopted, calculate (over the initial five years of operation of the system) the overall fare revenues and any possible subsidy requirement. Determine the extent of any government subsidy required to meet the financial obligations. Present options for possible adjustments in fares to reduce possible subsidy requirements.
 - viii Estimate the capital investment and operations and maintenance (O&M) provisions to be made.
 - ix Develop financial projections for the PTU and PTA Business Plan (over the initial five years of operation of the system), including salaries, facility leasing costs, utility costs (electricity, water, etc.), administrative costs, and control center costs (facility maintenance, software, hardware, utilities, etc.)

3.6.4 Assistance with establishment of the PTU and PTA

- i Identify proper offices (in terms of location, space and quality) to be rented for the PTU and PTA, if needed; and procure and install necessary office equipment and furniture, and work out all building utilities so that the PTU and PTA office is fully functional. Consideration should be given to the long-term location and size of the PTU and PTA office, knowing that the BRT system's control center will be later on located in the same office/building, in order to ensure a close working relationship.
- ii Identify and help recruit permanent staff for the PTU and PTA in the local market using advanced recruitment methods, starting with senior executives.
- iii Prepare and deliver training programs for the PTU and PTA staff. The training programs are to be designed to be used on an ongoing basis for new or replacement staff, not just for the training of the initial staff.

3.7. Interim institutional arrangements and Preparation of the Terms of Reference for the Interim BRT System Manager

As noted, DOTr may engage a private sector entity (BRTSM) to perform on an interim basis the functions of the PTA related to management and operation of the Cebu BRT services until the PTA is established and fully functional or until a long-term Systems Manager is appointed through a PPP process. It is also necessary for the TSC-3 to prepare and develop the Terms of Reference for the Interim BRTSM.

The TSC-3 shall ensure that the proposals regarding the PTA and those regarding the BRTSM (to be developed by the Transaction Adviser) are compatible and that the NPMO and PIU are fully informed of, and approve, the differences in scope of services between the interim BRT System Manager (BRTSM) and the permanent (PTA) institutional structure.

3.8. Assistance to the Transaction Advisor in Procuring the BRT System Manager

A relatively long-term Systems Manager will be appointed as soon as the entire BRT project is completed. This includes Packages 1, 2, and 3, as well as the ATC and ITS systems. The Interim BRTSM is intended to operate the BRT systems with the Package 1 completed and while the Packages 2 and 3, ATC, and ITS are still being developed. As these are being developed a parallel procurement of the Systems Manager will be undertaken with the assistance of a Transaction Advisor provided by the Philippine PPP Center. The TSC-3 shall coordinate and assist the DOTr in¹⁵:

- i. the turn-over of the Travel Demand Forecasting Model prepared by the TSC-1, and subsequent update by TSC-3, to the TA
- ii. the SMP, RAP, environmental and other social safeguards reports
- iii. the economic and financial evaluations previously undertaken by the TSC-1, and subsequent updates by TSC-3
- iv. setting up the institutional aspects of the BRT (e.g., draft bills, etc.) to avoid overlaps of the tasks

4. Assistance in the Infrastructure Design

BRT has very exacting requirements. Infrastructure definition might, at first, seem to be regular and familiar in a non-BRT context but the subtleties of optimizing the operational requirements of BRT within the design and implementation of BRT infrastructure requires significant care and attention.

The TSC-1 has defined the scope of design elements in the Infrastructure parameters report, which formed the basis of the design work performed by the DED Consultant. The DED Consultant is responsible for the detailed engineering design of infrastructure, and traffic management with TSC providing assistance to DOTr with review and advice on this issue.

The TSC-3 will be required to review the infrastructure parameters prepared by TSC-1 to gain an in-depth understanding of the scope and nature of the DED. TSC-3 shall subsequently review and provide comments and recommendations on the completed designs.

4.1. Technical advice on BRT infrastructure needs during design and construction

The TSC-3 will be required periodically to examine specific infrastructure issues and give expert advice on BRT infrastructure needs throughout the detailed design and construction stages. This might range from the appropriate selection of materials to design detail that optimizes vehicle- and passenger-infrastructure and interface with traffic signals and wider ITS systems.

¹⁵ To avoid conflicts of interests, the TSC-3 and the TA, including their consultants, cannot be one and the same. Further, it may be the case that former consultants of the BRT project will be barred from bidding for the TA and vice versa.

The TSC-3 Consultant will work closely with the DED consultants on refinements to the service and system plans, including feeder service, bus specification, BRT terminals, BRT bus depot, urban realm enhancements, etc.

4.2. Design review and procurement assistance

The TSC-3 shall be responsible for the review and recommendations of revisions for design, drawings, cost estimation, bills of quantities, bidding documents and procurement assistance for the various infrastructure parameters and ITS components of the BRT system.

5. Area Traffic Control System Design

TSC-3 shall be fully responsible for the design of the ATCS, traffic signals and traffic management and necessary equipment to complete the system. TSC-3 shall prepare the functional and technical design, specifications, and prepare bidding documents, assist with procurement, and provide technical support during installation and commissioning for the ATC.

The TSC-3 Consultant shall prepare designs and specifications at appropriate level of detail for bidding and procurement of the ATCS. The TSC-3 shall ensure the common elements of the ATCS and ITS (such as power supply, communication subsystems, CCTV and security systems etc) are appropriately designed to avoid duplication and are effectively integrated.

5.1. Signal timings, intersection layout and on-street equipment design

The ATC design will require surveys at every major intersection, not only in the BRT corridor but over the full coverage of the ATC. The TSC-3 shall perform all surveys required for this purpose which is envisaged to include:

- Existing lane layout configuration of each intersection
- AM Peak , Off peak and PM Peak classified turning movement counts

The TSC-3 shall utilize appropriate traffic signal timing optimization software to develop traffic signal timing plans for each time period, at each intersection, that will minimize stops and delays in the system.

Intersection layout plans shall be prepared showing signal head aspects and location, pole location, controller location, signal cable ducting and power cabling to the most appropriate power source.

The TSC-3 shall develop designs and specifications for all on-street hardware including but not limited to power supply, back-up power (if needed), controllers, poles, signal heads, cabling, detectors, CCTV and communication equipment. The specifications shall also cover civil works and excavations for ducting and chambers, trenching, footings, traffic signs, and civil works associated with the ATC system. Specifications for installation of on-street equipment shall include mountings, cabling and termination for all equipment.

The TSC-3 shall liaise with the DED Consultant to ensure that, wherever possible, civil works for the ATCS are incorporated into Civil Works construction packages.

5.2. Traffic control center and in-station equipment and communications design

In consultation with the PIU the TSC-3 shall identify a suitable site for the traffic control center, where in-station equipment will be located. Designs and specifications shall be prepared for all in-station equipment including traffic management functionality, system servers, wall display units, furniture, communications systems, power and back-up requirements.

The TSC-3 shall prepare designs and specifications for the communication system and hardware linking on-street and in-station hardware.

It is envisaged that the TSC-3 shall prepare preliminary designs (i.e., functional specifications) and the ATC DED will be undertaken by the ATC Supply and Installation contractor. The TSC-3 shall prepare:

- i. Software / Firmware Functional Specifications
- ii. Technical specifications where appropriate
- iii. Network Architecture / Topology for Cebu BRT Project
- iv. Testing, commissioning and maintenance procedures for the ATCS.
- v. User's Acceptance Testing procedures for every software or firmware development for ATCS.
- vi. Factory Acceptance Test procedures for all necessary hardware devices and equipment.

The TSC-3 shall liaise closely with the designers and contractors to ensure compatibility of the traffic signal and traffic management equipment with the various elements of the ITS and communications systems. The TSC-3 shall ensure that there is optimal use of elements such as the SCADA and communication system to serve both coordination of traffic signals and the ITS elements of the BRT.

5.3. Preparation of ATCS cost estimate, bidding document and draft contract documents

The TSC-3 shall assess and propose operations and maintenance/contractual arrangements for the ATCS. This shall include an assessment of long-term external maintenance support (by supplier or other party) compared to in-house maintenance. This will include some or all of the following:

1. Performance criteria, requirements, availability and MTBF
2. Preferred maintenance arrangements for hardware
3. Preferred maintenance arrangements for software
4. Warranty provision
5. List of spare parts for initial year(s) if maintenance performed in-house
6. List of any required tools, software, and diagnostic equipment
7. Supply of manuals and instructions

In doing so the TSC-3 should take into consideration potential interface risks among the contracts (and mitigation and management of said risks) for the ATCS, ITS and the Cebu BRT operations and maintenance (O&M) PPP contract. The TSC-3 shall also make proposals, as they see fit, regarding more feasible or practical project structuring and procurement arrangements for this specific component of the BRT project.

The results of the above assessment shall be presented in an ATCS Procurement and Contract Management Plan.

The TSC-3 shall prepare costs estimates for the ATCS based upon quantities and a robust assessment of unit rates applicable to implementation in Cebu.

The TSC-3 shall prepare bidding documents and draft contract documents for the ATCS that shall include:

- ATCS Schematic diagram
- Functional and technical (where appropriate) specifications
- Quantities including spare parts and/or maintenance.
- Drawings to be provided shall include intersection layout drawings, traffic signal timing plans, control room layout.
- Testing, site acceptance and commissioning requirements.
- The quality system requirements for all works and equipment.
- Warranties for hardware and software maintenance and services

The TSC-3 shall arrange a market sounding process to establish the capability and willingness of potential ATCS supplier to comply with the proposed technical and contractual requirements. The results of the market sounding shall be incorporated into the specifications, bidding documents and contract documents as appropriate.

5.4. ATCS implementation assistance

The TSC-3 shall assist the PIU/NPMO during the ATCS bidding period, which may include creation of guidelines for qualified contractors based on goods and services provided, preparation of invitations for bids and pre-bid meetings, responses to bidders' written queries, preparation of addenda to the bidding documents, evaluation of bids, and recommendation of the successful bidders.

During implementation of the ATCS the DED-CS Consultant will be responsible for contract management and supervision of civil works. The TSC-3 shall be responsible testing, site acceptance and supervision of commissioning of the equipment.

On issues related to traffic management, the TSC-3 will:

- i) Provide the primary interface between the PIU team and contractors and any task specific consultants in matters relating to Traffic Management.

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- ii) Ensure that traffic management and traffic control techniques prepared for the BRT corridor have local acceptability and long-term sustainability.
 - iii) Provide advice on parking management, interchange optimization and related measures, and their relevance to achieving preferential run times as well as their relationship to delivering overall transport network efficiencies.
 - iv) Review traffic management plans for implementation.
 - v) Develop a public engagement strategy to ensure an understanding of new traffic management techniques aimed at wide scale acceptance and, if required, behavioral change.
 - vi) Assist the PIU and CCG in setting up an institutional system to operate and control the ATC system.

6. Intelligent Transportation Systems (ITS) Design

The ITS components and fare collection systems comprise elements such as bus information systems, apps, control center, platform screen doors, public address system, telecoms, master clock, CCTV and necessary equipment to complete the systems that will be used in controlling the BRT operations.

The TSC-3 shall be responsible for functional design of the ITS and would need to prepare bidding documents, assist with procurement, and provide technical support during commissioning.

6.1. ITS Functional design and specifications

Functional design for the ITS has been prepared by the previous Consultant (TSC-1), The TSC-3 shall review the previous work performed on the ITS, modify and improve where deemed appropriate.

The Intelligent Transport Systems and other IT systems would be implemented to support the BRT. These would include, but not limited to:

- i Operations management system (Automatic Vehicle Monitoring System), including a BRT operations control center (OCC);
- ii CCTV for monitoring, enforcement and security, etc.;
- iii Planning and resource optimization software systems;
- iv Modern fare collection system, based on smart-cards and phone-based systems, consisting of card sales and distribution, ticket vending and reloading facilities, validation devices, and back-office support systems for revenue clearing and management;
- v Passenger information systems, both within the system at stations and on buses, and for remote access by internet and mobile personal devices;
- vi Depot management system, including maintenance and stores management;

vii MIS and business management systems to support BRT management.

The TSC-3 shall prepare the functional design and specifications for the ITS. The TSC-3 shall also liaise closely with the DED to ensure that the necessary infrastructure is designed to support installation of, amongst other, station ITS equipment (fare collection and ticketing, passenger information, security and communications etc). Specific tasks will comprise:

- i) Develop one or more initial concepts for the ITS for Cebu BRT. This will be based on the DED, (updated) Infrastructure Parameter Report, and other studies, and on international practice. It will be at high-level with outline descriptions of the systems and sub-systems, their functionality and their mode of operation. This phase will be a reference scenario to be used in the workshop(s), and which is likely to change as a greater understanding develops about what exactly the ITS will do and how it will be used.
- ii) Conduct a consultation and planning workshop with DOTr/LGUs officials on the development of the ITS system (i.e. control center, station ITS equipment, vehicle ITS equipment, fare collection system, depot ITS equipment, application software and back-office system) and its technical specifications. This workshop will examine in detail what the ITS is required to do, how it will function, the organizational and operational context, information exchange among systems, fallback processes, etc.
- iii) Review and update the functional specifications prepared by the previous TSC-1 and prepare cost estimates and bidding documents for the ITS for Cebu BRT. This is expected to include the following components (subject to amendment through the initial design and workshop process):
 1. Functional specification introduction (background, design principles);
 2. Functional specification summary;
 3. Control center (main control screen to oversee operations, vehicle dispatch workstations, CCTV monitoring stations, security dispatch workstations, software/hardware for vehicle tracking, software/hardware for vehicle scheduling, software/hardware for signal priority at intersections);
 4. Management of Control Centre hardware and software;
 5. Station ITS (CCTV cameras with streaming to control center and to station kiosk, dynamic electronic arrival times displayed on VMS with audio chime to announce vehicle arrival, station public address system, automatic synchronized opening mechanism for sliding door at vehicle-station interface, infotainment LCD screens, high bandwidth communications link to control center);
 6. Fare collection system, including cards, readers, vending machines, ticket kiosks, sales and distribution system, card management system, back-office system including clearing and administration (which will serve as inputs to the contract of the System Manager which, subject to the project structuring proposed under the Transaction

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- Advisory Services, may be responsible for operationalizing the fare collection system, either through its own resources or through outsourcing to another firm);
7. Management of station ITS system;
 8. Depot ITS (CCTV cameras with streaming to control center, alarm monitoring of depot fence line, broadband wireless LAN (WLAN) access points for transfer of video and data from vehicles);
 9. Vehicle ITS (Vehicle Logit Unit (VLU), Automated Vehicle Location (AVL), communications unit (GPRS, Wireless LAN modem, antennas), traffic signal priority equipment, Driver Data Terminal (DDT), Digital Video Recorder (DVR));
 10. Off-system passenger information, including on internet and mobile personal device, and data feeds to 3rd party passenger information service providers (possible future function);
 11. Supporting software systems, including:
 - a. MIS and business management systems
 - b. Planning, scheduling and resource optimizing packages
 - c. Depot management systems, including maintenance planning and stores management utilities
 12. Network design;
 13. Communications system and linkage;
 14. System maintenance
- iv) Based on the functional specifications and performance requirements, develop the technical specifications for all systems and subsystems. Develop the system architecture, communication model, data exchange and management model, and define all interfaces. The system architecture, data exchange and interface activities should make provision for future integration or interface at a later stage with an urban bus system.
- v) Develop the preferred maintenance arrangements for the ITS for Cebu BRT, including an assessment of long-term external maintenance support (by supplier or other party) compared to in-house maintenance. This will include some or all of the following:
1. Performance criteria, requirements, availability and MTBF
 2. Preferred maintenance arrangements for hardware
 3. Preferred maintenance arrangements for software
 4. Warranty provision
 5. List of spare parts for initial year(s) if maintenance performed in-house
 6. List of any required tools, software, and diagnostic equipment
 7. Supply of manuals and instructions
- vi) Develop the system testing and commissioning process, to include any prototype testing, factory acceptance testing, testing of received materials and systems, configuration, pre- and post-installation testing, commissioning and approval. Identify key metrics, measurement methods and milestones, and prepare mechanisms for managing defects

and ensuring rectification. Identify the human and support resource requirements and estimate the necessary budget for these tasks.

6.2. Preparation of ITS cost estimate, bidding documents and draft contract-documents

The TSC-3 shall prepare costs estimates for the ITS based upon quantities and a robust assessment of unit rates applicable to implementation in Cebu.

The TSC-3 shall prepare bidding and draft contract documents. Tasks shall include but not necessarily be limited to:

- i Conduct a workshop with DOTr/LGUs officials on the procurement process for the ITS for Cebu BRT. This will include how to structure the procurement, phasing, planning and resourcing procurement and deployment, development of the ITS system tender documents, development of the tender process, etc.
- ii In the course of development of the operations and maintenance/contractual arrangements for the ITS, the TSC-3 should take into consideration potential interface risks among the contracts (and mitigation and management of said risks) for the ATCS, ITS and the Cebu BRT operations and maintenance (O&M) PPP contract. The TSC-3 shall also make proposals, as they see fit, regarding more feasible or practical project structuring and procurement arrangements for this specific component of the BRT project. The results shall be incorporated into an ITS Procurement and Contract Management Plan.
- iii Prepare the criteria and scoring scheme to be used in evaluating the tenders. These could include factors such as:
 1. High technical reliability
 2. High software reliability
 3. Use of proven solutions
 4. Minimal development required
 5. Quality of system architecture and data model
 6. Ongoing system support, ideally with a wide client base
 7. Non-proprietary solution
 8. Use of standards and open systems
 9. Expandability, in scale and function
 10. User configurable features (i.e. don't have to pay the supplier for every change)
 11. Testing and quality assurance plan
 12. Installation and commission plan
 13. Aesthetic design
 14. Durability of materials and ease of cleaning
 15. Projected delivery schedule
 16. Payment schedule
 17. Percentage of local content of fabrication
 18. Pricing and quality of major replacement parts
 19. Proposed maintenance schedule of system
 20. Performance documentation
- iv Develop tender and contract documents that fully reflects the agreed upon specifications and meets the relevant procurement rules, including the following sections:

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1. Definition of terminology
 2. Tendering procedures
 3. Returnable schedules
 4. Contract
 5. Pricing sheet
 6. Technical specifications
 7. Annexes
- v Include in the contract document the financial rewards and penalties that will ensure a high-quality delivery of the contract;
 - vi Provide management and technical support during tendering clarification period with tenderers and during tendering evaluation;
 - vii Provide technical support during testing and commissioning of equipment
 - viii Ensure that the Intelligent Transportation System (ITS) Design will be done in parallel, and be compatible with, with the Automatic Fare Collection System (AFCS) Design.

The TSC-3 shall arrange a market sounding process to establish the capability and willingness of potential ITS suppliers to comply with the proposed technical and contractual requirements. The results of the market sounding shall be incorporated into the specifications, bidding documents and contract documents as appropriate.

6.3. ITS implementation assistance

The TSC-3 shall assist the PIU/NPMO during the ITS bidding period, which may include creation of guidelines for qualified contractors based on goods and services provided, preparation of invitations for bids and pre-bid meetings, responses to bidders' written queries, preparation of addenda to the bidding documents, evaluation of bids, and recommendation of the successful bidders.

During implementation of the ITS the TSC-3 shall be responsible contract management, supervision of installation, testing, site acceptance and supervision of commissioning of the equipment.

The TSC-3 shall assist PIU/NPMO in Coordinating with Telecommunications Provider (TelCo) for Internet Data connection, communication signal and network concerns and provide recommendation for the best Tel Co service provider which complies with the ITS requirements.

The TSC-3 shall assist with evaluation of tender documents during procurement and create guidelines for qualified contractors based on goods and services provided

7. Assistance in Environmental, Social Safeguards, and Land Acquisition and Resettlement

Following the Feasibility study and subsequent updates by the previous TSC-1 and/or other consultants, the independent environmental and social impact analysis¹⁶ and Resettlement Policy Framework¹⁷ which have been prepared consistent with World Bank procedures, it is the responsibility of the DOTr to implement these plans and the TSC3 will provide additional resources and advice to support implementation.

In particular, the TSC-3 will review the environmental and social management plans and strategy prepared by the DED, identify any gaps in the plans, and ensure that the plans are compliant with World Bank policies and satisfy the understandings under the project loan agreements. The TSC-3 will assist the Environmental and Social Safeguards Specialists of the PIU to prepare a detailed action plan, budget and timetable to implement the agreed actions and to monitor and support their implementation. The TSC-3 will also review land acquisition plans, due diligence reports, and changes/updates on the resettlement action plan. The TSC-3 will also assist on the monitoring of the implementation of the ROWSA by partnered agencies to make sure that the World Bank policies and the approved action plans were applied to their undertaking. The TSC-3 will also prepare, when necessary, draft MOUs or contracts with relevant partner government agencies or private institutions or NGOs that can be tapped to carry out the required activities or actions. The TSC-3 is tasked to:

- i. Provide additional resources and advice to support project implementation especially with the environmental aspects;
- ii. Review the draft site-specific environmental management plans (SSEMPs) formulated for the three (3) construction packages of the Project, identify any gaps in the plans, and ensure that the plans are compliant with World Bank policies and satisfy the understandings under the project loan agreements, and shall produce a refined output of the SSEMPs as may be deemed necessary;
- iii. To prepare a detailed action plan, budget and timetable to implement the agreed actions and to monitor and support the project implementation specifically in the environmental aspect;
- iv. Facilitate the environmental-related requisite requirements for the Project's ECC Amendment application and provide technical assistance and necessary reports and documents as necessary to carry out the Environmental Safeguards activities of the Project and provide technical assistance with the environment-related activities and/or reportorial requirements of the Project, especially with the upcoming civil works phase.
- v. To prepare draft MOUs or contracts, and/or produce a monitoring plan for such existing MOAs, with relevant partner government agencies or private institutions or NGOs that can be or are tapped to carry out the Project's required environmental activities or actions.
- vi. To update and/or prepare action plans, due diligence reports, and necessary technical reports needed for the implementation of land acquisition and resettlement

¹⁶ DOTr, Environmental and Social Impact Assessment: Proposed Cebu BRT Project, SFG1038 Rev, June 2015

¹⁷ DOTr, Resettlement Policy Framework, Environmental Impact Assessment and Social Impact Assessment Studies for the Proposed Cebu BRT Project, SFG1051 Rev, Dec 2016

7.1. Environmental Compliance Certificate Amendment / Updating of Environmental Reports and Documents

TSC-3 shall assist the PIU and NPMO with all aspects of the project's environmental related activities, monitoring, assessment, during the design period, pre-implementation period (i.e., procurement phase, TOR preparation, etc.) and implementation period (i.e., during civil works).

The TSC-3 shall be responsible in updating reports or documents related to environmental matters as required by the project. TSC-3 shall review earlier work, update existing reports, prepare new reports, formulate and/or provide advice and support on the implementation of the Project's overall environmental activities such as:

- i Amendment of the Environmental Compliance Certificate as necessary
- ii Environmental Impact Assessment/ Environmental Performance Report and Management Plan
- iii Site-specific Environmental Management Plans
- iv Formulation and/or updating of Environmental Monitoring Plans
- v GHG inventory, monitoring, and evaluation
- vi Environmental Baselines establishments
- vii Due Diligence Reports
- viii Representation for DOTr to other agencies/sectors
- ix To provide technical support to NPMO and PIU on the monitoring of implementation of the environmental management plan

And to ensure Project's compliance to World Bank's Environmental Safeguards Policy during implementation.

7.2. Assistance in Social-related Issues

The TSC-3 shall be responsible in updating reports or documents related to social matters as required by the project.

- i Review and provide advice on the drafting of necessary documents for the implementation of the social management plan
- ii To provide technical support to NPMO and PIU on the monitoring of implementation of the social management plan
- iii Submit the Due Diligence Reports
- iv Representation for DOTr to other agencies/sectors

7.3. Assistance in Land Acquisition and Resettlement Matters

The TSC-3 shall be responsible in updating and reviewing reports, action plans and due diligence reports and other documents related to land acquisition and resettlement matters submitted by DEDC and partnering implementing units/agencies. The TSC-3 shall also be required to prepare new technical notes/reports as necessary. Review, formulate and/or provide

advice and support on the implementation of the Project's overall Land Acquisition and Resettlement activities such as:

- i Due Diligence Reports;
- ii Resettlement Action Plan;
- iii Land Acquisition Plan;
- iv DEDC's social and technical deliverables for Land Acquisition and Resettlement;
- v Action plans and progress reports of implementing agencies/units.
- vi Overall Flowchart and Detailed Timetable for the Right-of-Way, Site Acquisition, and Resettlement activities to monitor progress for the project.

TSC-3 shall also be responsible in providing technical support to NPMO, PIU, Land Acquisition Committee, and partnered implementing units/agencies such as Cebu City Government, Talisay City Government, National Housing Authority, Department of Public Works and Highway, etc. This will include representation to other agencies/sectors.

8. Communications Plan Implementation

The Implementation of the Cebu BRT Project is supported by a communications and public consultation plan that defines the relationship with various project stakeholders and the wider public in Cebu. The communications and public consultation plan seeks to ensure that all stakeholders are able to have their ideas and issues represented and addressed during the ongoing development and implementation of the project. The public shall be informed as to impacts and benefits in order to both manage the difficult implementation period and understand the benefits of the BRT development. The communications officer/public relations officers of the DOTr and related agencies will require support from the TSC-3 on the ongoing implementation of the previously prepared Communications Plan. The work required from the TSC-3 regarding communications and consultation comprises of:

- i. Review and revision/updating as necessary of the integrated marketing communications (IMC) plan prepared by the previous consultant.
- ii. Conduct a public perception reassessment and a public communications needs analysis of the project at its current stage and prepare a report on the findings, including insights, analysis, recommendations, data, and evaluations
- iii. Assess the current capacity of the DOTr, and particularly the Cebu PIU, in putting the communications plan onstream and recommend to DOTr ways to respond to perceived gaps (both internal and external) in implementing the plan
- iv. Assist the DOTr in developing, recommending and establishing knowledge management and communications protocols and processes internally and with external stakeholders. This shall include determining the levels of clearances/access for handling sensitive information for DOTr staff and other relevant project stakeholders, both public- and private-sector alike, while ensuring adherence to the provisions under Executive Order No. 2 s. 2016, otherwise known as the Philippine Government's Freedom of Information (FOI) policy.
- v. Design mechanisms such as, but not limited to, workshops to generate feedback from stakeholders on critical aspects of the project, identify conflicting stances and facilitate

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- communication aimed at finding mutually acceptable modes of collaboration among stakeholders.
- vi. Propose the necessary interventions and actions necessary for effective public engagement and stakeholder relations, including:
 - a. Identify target audience and personas
 - b. Identify channels where the content will be published or broadcast
 - c. Asset Creation which may include but is not limited to: AVPs, Write-ups, Social Media posts, etc
 - d. Publicity campaigns or events, as necessary
 - e. Social media plan and promotions, as deemed necessary
 - vii. Assistance to DOTr in PR crisis management (including preparing official statements or drafting responses to media inquiries), if necessary
 - viii. Creation of microsite content within DOTR.gov.ph to assist the DOTr Cebu Project Implementation Unit in addressing public concerns, especially commuter affairs or other critical issues that might affect the project, as required
 - ix. Review, revalidation and updating as necessary of the Community Awareness and Participation Plan (CAPP)
 - x. Establish measurable goals and KPIs for all relevant public sector stakeholders in addressing public concerns.
 - xi. Develop communications materials, reference sources and other tools aimed at communicating the benefits of the system to the local community and stakeholders, as required;
 - xii. Assist the DOTr in fostering strong relations with both national and local media; and
 - xiii. Assist the DOTr in cultivating and maintaining strong relationships with local authorities and key decision makers and stakeholders.
 - xiv. Assist the DOTr BRT-NPMO/Cebu PIU in developing its knowledge management policy and
 - xv. Assist DOTr with other communications, information dissemination, knowledge management related tasks as required The

TSC-3 may engage the services of a communications/public relations firm, preferably locally based and well-versed in Cebuano language, national and local politics and public affairs, and experienced in handling national- and local-level public relations to implement the communications plan.

8.1. Reassessment and Implementation of the Communications Plan

The TSC-3 is to reassess all previous communications plans and related reports and materials, the current state of its implementation, and provide insights and recommendations moving forward, summarized in a report and to be presented to the DOTr. Any updated communications plan must detail the phases of implementation, use of tools, including those online, to improve the engagement process of stakeholders, periodic monitoring and evaluation of the plan, and the cost of the plan. Plan should incorporate key message development, positioning and management of issues anticipated to arise in the key areas of the project such as economic and financial aspects, the environment, gender and social safeguards, among others.

The TSC-3 is expected to take into account the political and institutional set-up for the implementation of the Cebu BRT Project and provide guidance on the roles of the identified key public sector actors/stakeholders (especially on the local level) and assist in the coordination amongst all key players for unified messaging and the effective implementation of the communications and public relations plan on the local and national level. This may include identifying key officers and other manpower required on the DOTr side to implement the communications plan effectively.

The Communications expert is to define key messages for each target group of stakeholders, which will be used as the basis for the media relations and public relations activities.

Media relations shall involve a proactive approach and outreach to all media. This could involve (but is not limited to) development of a “story matrix”, setting up a news monitoring team and production of press releases, media briefings, one-on-one interviews, advertorials, feature stories, television reports, and a press tour, as detailed below.

8.1.1 Story Matrix

As required or as deemed necessary during the course of project development and implementation, the TSC-3 may develop a story matrix for media relations, which will be a combination of identified local news angles for press releases, some adapted international press releases, topics of the quarterly press conference / press briefings, topics of the one-on-one interviews, timing of expert and customer testimonials, speaker opportunities, etc. The TSC will keep a continuous record of all related media news and will update and revise the story matrix periodically.

8.1.2 News/Media Monitoring

The TSC-3 will provide guidance and assistance to the DOTr, particularly the Cebu PIU in setting up a communications and public affairs team for the PIU to handle all public and media enquiries related to the program,(including answering Freedom of Information requests), and a media monitoring and issue alert system to ensure that the PIU is alerted of any developments in the media.

8.1.3 Press Releases

The TSC-3 will assess and recommend a workable and practical schedule for issuing press releases which may cover among others implementation activities, responses to any media features/news articles that might affect the positive image of the project or the reputation of the DOTr/Government of the Philippines, as well as product and service announcements. The Communications expert shall be well-versed in identifying the proper press and media outfits and be able to assist the DOTr in effectively responding to public and media inquiries coverage in English, Cebuano and Filipino. The Communications expert shall assist in setting up the Key Performance Indicators for the successful coverage of the project (including features in print/broadcast/digital and social media).

8.1.4. Press Conferences/Media Briefings

As required or as need arises, the TSC-3 may organize a press conferences/media briefings for project related activities. The other media events can be less formal, done with a smaller group of media, and organized as required at intervals during the design and implementation of the project. The purpose of these briefings is to update the public on progress, and to be in a position to handle any “issues” that may arise. The following services are to be provided in support of the press conferences, upon instructions of the DOTr

- i) Development of a creative event program
- ii) Identification of key messaging for the event
- iii) Event organization and coordination (including list of invitees, venue booking, etc)
- iv) Develop talking points
- v) Identify, invite and follow-up with target media partners.
- vi) Develop press materials
- vii) Assisting DOTr in providing onsite hospitality, management and supervision
- viii) Arrange logistics

8.1.5. One-on-One Media Interviews

As required or as the need arises, the TSC-3 will set up one-on-one media interviews for local/national executives and spokespersons involved in the project (and their technical consultants as appropriate) with the media to to handle public relations activities related to the BRT project. This is an effective means to deliver key messages about BRT services and build-up media relations. For this particular activity, the TSC’s responsibilities may include the following:

- i) Identify target media
- ii) Develop media angles and pitch document
- iii) Pitch interviews to the targets
- iv) Attend/support the interviews
- v) Conduct media follow-ups
- vi) Provide briefing sheets for the interviewee prior to each interview to prepare them to fully leverage each opportunity

8.1.6. Advertisement

As required by the DOTr, the TSC-3 will provide advice on and support for advertising on the advantages and benefits of the BRT system. This will include the identification of the selected media; negotiation on rates; the translation, localization and revision of commercial advertising content as well as coordination with related media for distribution of this content. Radio and TV should be targeted as well as print and digital media.

8.1.7 Feature Stories and Testimonials

As the need arises, the TSC-3 will plan, develop and place feature story in key media to support the campaign's messages targeted at key stakeholder segments.

8.1.8 Broadcast Media

As the need arises, the TSC-3 will assist the DOTr in collaborating with local broadcast media to enhance awareness of advantages and benefits of the BRT system and address any pressing public concerns related to the project.

8.1.9 Promotional Video

As required or deemed necessary by the DOTr during the course of the project, the TSC-3 may prepare a short promotional video for the BRT Project for widespread distribution, initially to the media and government, but also to key stakeholders. The video would also be intended for use at meetings with stakeholders, meetings held as part of the public participation program, and for consultations required for environmental and resettlement activities. It should include a simulation animation of the actual system.

8.1.10 Website and Social Media Presence

The TSC-3 will update and maintain a previously prepared website which will be used initially to raise awareness, to provide information on BRT systems in general and on the Cebu BRT project, and to provide monitoring and transparency to the project implementation. The website, which could build upon the initial website that was operational during the project feasibility preparation period, should include information on the following:

- i) The basic concept of Bus Rapid Transit (BRT) and successful examples of BRT;
- ii) The necessity for development of the BRT system in Cebu province;
- iii) The proposed BRT system in Cebu province, including the implementation schedule, the BRT routes/schedules and fares, proposed hours of operation, etc.;
- iv) Benefits gained from BRT implementation in Cebu province;
- v) Regular updates on project's status; and
- vi) Contact details.

In the initial stages, the website should also provide a forum between the DOTr, other stakeholders and the public to exchange opinions/ideas with different targeted groups, respond to questions and issues raised by the public and build up goodwill towards the BRT system.

8.1.11 Public Relations Activities

The TSC-3 will assist the DOTr in designing and carrying out public relations activities to generate public awareness, involvement and enthusiasm and to transform that into sustained political support for the BRT. These activities may include in the (but is not limited to):

- i) Contests for BRT naming, logo, slogans, and station design;

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- ii) Project awareness event during the design process;
 - iii) Project Design Completion Event
 - iv) Project Launch / Commissioning Event. (similar activities than for the two events above, but this event will mark the official opening of the first BRT system and should be organized with a greater sense of ceremony);

During the period of services, the TSC-3 shall plan, and prepare the required materials and logistical arrangements for activities in the operational phase (beyond the initial contract period), the activities could cover:

- i) BRT Priority Awareness (education programs emphasizing that BRT is running in a dedicated lane which must not be accessed by any other kind of transport); and
- ii) BRT Week.

8.1.12 System Branding

Taking into consideration the institutional set-up envisioned for the implementation and operations of the Cebu BRT Project (which may involve the presence of a private sector transport operator), the TSC-3 may reassess the current branding/logos/designs being used for Cebu BRT project-related publicity materials and provide suggestions or advice on improvements, as needed, for better public recall. Branding considerations should also cover, facilities, equipment, media, passenger information, communications and staff uniforms. The brand not only differentiates the BRT from other public transport modes in terms of quality-of-service parameters important to customers (journey time, frequency, reliability, comfort, convenience, safety and security) but also provides recognizable visual clues to station locations and identifiers for printed and web-based information on service routing and schedules. Building on the branding recommendations in the Preliminary Engineering Design and in consultation with PIU/NPMO, the TSC will develop a Brand for the BRT System, and then prepare designs for the application of this brand to all aspects of the BRT System and handbooks/design manuals for key elements. The key elements are:

- i) Overall Brand – name, logo, key slogan colors, typeface;
- ii) Printed media, including stationary, reports, passenger information;
- iii) Buses and other vehicles;
- iv) Stations, Terminals and Depot;
- v) Signage;
- vi) Fare Media; and
- vii) Staff uniforms.

The TSC is also expected to assist in the development of a Minimum Performance Standards and Specifications (MPSS) for branding-related matters, if deemed necessary, should there be a private system operator to take over the operations & maintenance of the Cebu BRT Project.

8.2. Community Awareness and Participation Plan (CAPP)

Basic and essential features of any urban transport project are community awareness, public consultation and participation. Information disclosure and public awareness are essential for informing the public of the proposed works, potential impacts, and future benefits, as well as garnering support and mitigating grievances during this period. The public is to be made fully aware of the intent, design, schedule, impacts, employment opportunities, and overall benefits of the project, with a particular attention given to poor, women, and vulnerable populations. These activities require a coordinated effort between the agencies involved--public and private (including local businesses and civil works contractors) --and community stakeholders. The CAPP provides a framework to help implement such activities.

The TSC-3 is expected to review, revalidate and update as necessary the CAPP prepared by the previous consultants. The CAPP extends beyond the Communications Plan above to present information on BRT in general, engineering designs and service plans for the project to the public/civil society and obtain their feedback and inputs to the planning and implementation process, including for feedback on such aspects as proposed routes, land acquisition and resettlement, and programs for displaced workers.

The plan should use a variety of methods to obtain the views of the public, as appropriate. This could include public meetings, meetings with stakeholder groups, focus groups, and questionnaires. Care should be taken to ensure that the views of women and vulnerable groups are obtained and presented to the design teams. The CAPP should include the following: (a) stakeholder analysis to identify target community groups or segments; (b) community awareness and outreach activities to reach out to the target groups; and (c) stakeholder participation with respect to system design and branding, operational plans and passenger services.

9. Traffic Impact Assessment

As required by the DENR, concerned LGUs and other private and government offices, the TSC-3 shall prepare a Traffic Impact Assessment (TIA) report considering the extent of the impact of the project. The report shall cover not only the impact due to the stations/depot but the whole project. The TIA report should include, among others, the following contents:

- i) Background information of the project and the study area
- ii) Existing infrastructure and traffic conditions
- iii) Traffic Projections
- iv) Analysis
 1. Capacity
 2. Signalization and Pedestrian Warrants
 3. Operation
- v) Conclusion and Recommendations based on the requirements of the project

Much of the information may already be available from the previous studies as well as the Travel Demand Forecasting Model prepared by the TSC-1, but the TSC-3 is expected to revalidate and update as necessary the available information to facilitate the timely submission of required documents to the relevant authorities.

10. Assistance in Construction Supervision (CS)

The TSC-3 shall ensure that the activities of the CS Consultant are followed-up and reviewed. In close coordination with the CS consultant, the TSC-3 shall also perform other tasks not covered by the CS consultant but necessary for the construction supervision tasks.

IV. ASSIGNMENT DURATION, MANAGEMENT

1.1. Duration

The duration of the contract is for an initial period of 2 years, with possibility of extension based on delivery, performance, and availability of World Bank and/or DOTr financing beyond the anticipated loan closing date of December 2025. The TSC-3 will be a technical resource that will support the development and implementation of BRT and road-based public transport reforms, initially for Cebu province, but ultimately on a nationwide basis.

1.2. Reporting

The TSC-3 will provide regular, monthly progress reports that document completed activities and those planned. In addition, task specific reports will be produced as required by the client. TSC-3 outputs will also include preparation of the standard financial and technical reporting requirements under the World Bank loan.

1.3. Deliverables and Timelines

The TSC shall submit a Monthly Progress Report by the 5th of each month summarizing the achievements during the previous month. Quarterly reports shall be prepared by the 10th of the month after the end of each quarter.

Within one (1) month of commencement of services the TSC shall prepare an Inception Report containing, among others, a detailed plan of approach, methodology and work plan (the TSC may propose enhancements in the current Terms of Reference / Scope of Works), taking into consideration key findings (e.g. surveys required, and critical issues to be addressed, expertise needed, etc.) during initial data review and field investigation conducted by the Consultant.

On completion of the services the TSC shall prepare a comprehensive Close-Out Report using the prescribed format that details the formal acceptance/closure of the study and orderly transition of the completed study. The Report documents the completion of the study, including a documentation of deliverables completed and lessons learned; and will be a confidential document of DOTr.

The TSC is expected to provide, at the minimum, the following outputs and deliverables over the course of the assignment:

Overall reports	Timelines (days refers to days from mobilization of TSC-3)
1. Inception Report	To be submitted within 30 days
2. Monthly Progress Reports - detailing the accomplishments of the TSC3 in its technical assistance to the DOTr	To be submitted every month
3. Quarterly progress reports	To be submitted every quarter
4. Overall Summary Report on all Reassessment/Revalidation/Updating of previous studies, forecasts, plans, recommendations, etc. (detailed further in the table below)	Initial draft to be submitted within 90 days
5. Close-Out Report	To be submitted at the end of the assignment

The timelines for the outputs or deliverables described in detail in the tasks above are summarized in the table below:

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
1. Project Management Deliverables (under Task 1)	Task 1.1 1. Consultation-related documents/outputs 2. Knowledge-sharing sessions and other capacity building activities 3. Coordination-related documents/outputs 4. Strategy on project development and implementation 5. Project delivery risks-related outputs 6. Recommendations regarding institutional and policy-related matters	Deliverable 1.1 - To be submitted during the course of the assignment, as requested; deadlines to be determined upon instruction of the DOTr
	Task 1.2: Project Scheduling 1. Project Master Schedule 2. Schedules for implementing agencies	Deliverable 1.2 Initial draft to be submitted within 60 days
	Task 1.3 1. Annual Plans and Work Programs 2. Project tracking / monitoring tools or instruments 3. Reports and assessments related to oversight of DED and other consultants/service providers 4. Minutes of meetings	Deliverable 1.3 Deliverables 1.3.1 & 1.3.2 - To be submitted within 60 days Other subtasks - to be submitted during the course

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	5. Monthly progress reports for TSC activities 6. Consolidated monthly reports on status of all project components 7. Quarterly Summary Progress Reports	of the assignment, as requested or as regularly scheduled (e.g. monthly, quarterly etc)
	Task 1.4 1. Minutes of Meetings 2. Procedures and protocols	To be submitted during the course of the assignment, as requested; deadlines to be determined upon instruction of the DOTr
	Task 1.5 1. Updated Procurement Plans and Project Implementation Plan 2. Other procurement-related documents and reports 3. Progress report for procurement activities	Deliverable 1.5 - Deliverable 1.5.1 initial draft to be submitted within 60 days Deliverables 1.5.2 and 1.5.3 - To be submitted during the course of the assignment, as requested; deadlines to be determined upon instruction of the DOTr
	Task 1.6 1. Contract management system or database 2. Comprehensive contracts management plan 3. Contract variation/amendment proposals review reports/technical assessments 4. Cost control/cost management tools and reports 5. Risk and delay assessment/management reports	Deliverable 1.6.1 and 1.6.2 - Initial draft to be submitted within 60 days Deliverables 1.6.3 to 1.6.5 - To be submitted during the course of the assignment, as requested; deadlines to be determined upon instruction of the DOTr
	Task 1.7 1. Capacity building activities and workshops	Deliverable 1.7 - To be completed anytime during the course of the engagement, as requested by the DOTr
	Task 1.8 1. Knowledge Management Database system 2. Knowledge management protocols and procedural manual 3. Network-Attached Storage (NAS) and/or servers and/or workstations/equipment/devices	Deliverables 1.8.1 and 1.8.2 - Initial version/draft to be completed within 60 days Deliverable 1.8.3 – Design and specifications completed within 180 days
	Task 1.9 1. Report/s or inputs on project bottlenecks, risks, issues, etc and proposed resolutions	Deliverable 1.9.1 - to be included in the monthly

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	<p>2. Report/s on Institutional Capacity and Performance Targets</p>	<p>progress reports and other plans/reports Deliverable 1.9.2 - To be submitted anytime during the course of the assignment, as requested</p>
	<p>Task 1.10 1. ICC Project Evaluation Forms, BP Forms and other related documents 2. MS Excel-based economic and financial analyses/model, and Project Cost changes comparison in traceable formula format 3. Documents, models, presentations and other materials related to securing ICC/approval 4. Any updates to analyses, surveys, forecasts previously done that might be required during the course of the assistance 5. Other documents, reports, information or materials that may be required by the ICC/NEDA Board and the Regional and Local Development Councils (e.g. slide decks, updated GIS maps, briefing notes, etc.) 6. Any other outputs/deliverables produced related to this task</p>	<p>Deliverable 1.10 - To be submitted anytime during the course of the assignment, as requested</p>
<p>2. Public Transport Service Planning, Operations and Management-related Deliverables</p>	<p>Task 2 1. Briefing notes on issues relating to the bus operations 2. Capacity building workshops regarding bus/BRT operations and management Progress reports on bus operations concerns 3. Monitoring- and oversight-related reports for BRT service standards, routes, service contracts, fare systems, and operations performance</p>	<p>Deliverables to be submitted anytime during the course of the assignment</p>
	<p>Task 2.1: Review and update passenger demand 1. Surveys required for Cube model update 2. Update travel demand model.</p>	<p>Deliverable 2.1.1, report on transport surveys, to be submitted within 30 days Deliverable 2.1.2, report on updating the travel demand model, to be submitted within 60 days</p>
	<p>Task 2.2 BRT Operations plan 1. Review assessment report on previous studies 2. Detailed operational plans for the BRT services and the related feeder bus/jeepney network a) Options for operating plans</p>	<p>Deliverable 2.2.1 initial draft to be submitted 60 days Deliverable 2.2.2 to be submitted within 90 days</p>

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	b) Detailed service plans for each proposed option 3. Inputs/updates to the Bus Operations Business Plan and Bid Documents 4. Market sounding activities and reports, as required 5. Inputs to BRT bus fleet plans and specifications/requirements	Deliverables 2.2.3 to 2.2.5 to be submitted anytime during the course of the assignment, as requested
	Task 2.3 GHG Assessment	Deliverable 2.3 to be submitted within 90 days .
	Task 2.4 Vehicle Fleet 1. Review of vehicle specifications 2. Minimum functional requirements and technical specifications for bus performance 3. Inputs to any service contract/s or concession agreement/s prepared by the PPP TAs, including step-by-step description of the vehicle approval process	Deliverable 2.4.1 initial draft to be submitted within 90 days Deliverable 2.4.2 to be submitted within 120 days Deliverable 2.4.3 to be submitted anytime during the course of the assignment, as requested
	Task 2.5 Fare Policy etc 1. Review of recommendations on fare systems contained in the original Feasibility study and other subsequent studies, reports, etc. 2. Presentation on options and recommendations for fare collection systems and design, policy, structure and levels 3. Workshops on fare collection systems and design, policy, structure and levels	Deliverable 2.5.1 to be submitted within 30 days Deliverables 2.5.2 and 2.5.3 to be completed within 60 days
	Task 2.6 Financial analysis and modelling 1. Updated BRT operations and maintenance cost benchmarks 2. Updated financial analysis and model 3. Inputs to the PPP model, as needed 4. Summary report on the definition of key parameters in the financial model 5. Multi-stakeholder workshops on the operational and financial scenarios for purposes of consensus-building 6. Study or analysis of non-farebox cost recovery mechanisms/sources	Deliverable 2.6.5 to be completed within 90 days of the start of the assignment. Deliverables 2.6.1, 2.6.2, 2.6.4 and 2.6.6 - initial draft to be submitted within 120 days Deliverable 2.6.3 to be submitted anytime during the course of the assignment, as requested
	Task 2.7 Economic Analysis and modelling 1. Economic Analysis and economic model (including scenario for whole-of-project perspective)	Deliverable 2.7.1 - initial draft to be submitted within 120 days Deliverables 2.7.2 to 2.7.3 to be submitted

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	2. Inputs to economic analysis and model prepared by the PPP TAs 3. Supplementary analyses/surveys/studies/reports, as needed	anytime during the course of the assignment, as requested
3. Institutional Development, Business Planning and Industry Engagement Deliverables	In addition to the deliverables defined in tasks 3.1 to 3.8 below: Briefing notes on institutional and regulatory matters and issues	As and when required
	Task 3.1 Institutional analysis. Review/assessment report on proposed institutional and regulatory approach as well as issues raised in documentation, presentations and other outputs	Deliverable 3.1 to be submitted within 60 days
	Task 3.2 1. Stakeholder engagement and capacity building workshops	Deliverables for task 3.2 shall commence from 90 days and continue over the course of the assignment.
	Task 3.3 1. Cost and Revenue Model for existing services and BRT bus services	Deliverable for task 3.3 shall be submitted within 120 days .
	Task 3.4 Training for BRT Operators 1. Skills gap assessment report 2. Capacity building strategy/plan 3. Assist with Capacity building workshops and training, as deemed required	Deliverables for tasks 3.4.1 and 3.4.2 shall be completed within 120 days Deliverable 3.4.3 shall be in accordance with implementation of the capacity building plan
	Task 3.5 Traditional PUV Phase-out Stakeholder Management Implementation Plan for the affected PUJs/PUVs	Deliverable for task 3.5 shall be submitted within 150 days .
	Task 3.6 PTU and PTA establishment 1. PTU and PTA Institutional Development Plan 2. Legal, policy and other documentation, including drafting bills 3. Business Plan for PTU and PTA 4. Establishment of PTU and PTA	Deliverables for Tasks 3.6.2 and 3.6.3 within 180 days Deliverables for Task 3.6.4 will be dependent on the required regulatory and legislative approvals.
	Task 3.7 BRT System Manager 1. Interim institutional arrangements 2. Terms of Reference for the Interim BRT System Manager	Deliverable for Task 3.7 shall be submitted within 90 days

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	Task 3.8 Assistance to Transaction Advisor	As and when required
4. Infrastructure Deliverables	Task 4.1 Technical advice Reports/recommendations/expert advice on BRT infrastructure needs	As and when required
	Task 4.2: Design Review and Procurement Review and recommendations regarding Infrastructure design	Deliverable under task 4.2 initial draft to be submitted 90 days
5. Area Traffic Control Design Deliverables	Task 5.1. Field surveys, Signal timings, intersection layout and on-street equipment design	Deliverable 5.1 initial draft to be completed within 120 days
	Task 5.2. Traffic control center and in-station equipment and communications design	Deliverable 5.2 within 150 days
	Task 5.3. Bidding documents and contract for the ATCS including market sounding reports and Procurement and contract management plan	Deliverable 5.3 Final draft to be completed within 180 days
	Task 5.4. ATCS Implementation Assistance	Deliverable 5.4 as and when required
6. Intelligent Transportation Systems (ITS) Design Deliverables	Task 6.1 Functional design specifications and cost estimates for the ITS including consultation and planning workshop/s and maintenance criteria	Deliverable 6.1 within 90 days
	Task 6.2. Cost estimate, Bidding documents and contract for the ITS for Cebu BRT including market sounding report and Procurement and contract management plan	Deliverable 6.2 within 120 days
	Task 6.3 ITS Implementation Assistance	Deliverable 6.3 as and when required
7. Deliverables for Environmental, Social Safeguards, and Land Acquisition and Resettlement	Task 7.1 ECC and updated Environmental reports 1. Updated ECC 2. Updated Environmental Reports and Documents 3. Inputs to implementation-related environmental activities, e.g.: a. Environmental Impact Assessment/ Environmental Performance Report and Management Plan b. Site-specific Environmental Management Plans c. GHG-inventory, monitoring and evaluation d. Environmental Baselines	Deliverables for Tasks 7.1.1 to 7.1.3 to be submitted 90 days with the exception of due diligence reports and monitoring activities which shall be performed as and when required.

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
	e. Due Diligence Reports f. Monitoring of the Environmental Management Plan Implementation	
	Task 7.2 Social related issues 1. Social Management Plan (SMP) implementation-related documents 2. Inputs to SMP Monitoring-related reports 3. Due Diligence Report	Deliverable for Task 7.2.1 within 90 days. Deliverables for tasks 7.2.2 and 7.2.2 as and when required
	Task 7.3 Land acquisition and Resettlement 1. Review and updating of Land Acquisition and Resettlement Implementation Documents 2. Inputs to the implementation documents a. Due Diligence Reports b. Resettlement Action Plan c. Land Acquisition Plan d. DED Consultant's social and technical deliverables e. Action plans and progress reports of implementing agencies/units f. Overall Flowchart and Detailed Timetable for the Right-of-Way, Site Acquisition, and Resettlement	Deliverable for Task 7.3.1 within 90 days. Deliverables for task 7.3.2 as and when required
8. Deliverables for Communications Plan Implementation	Task 8.1 Communications plan 1. Revalidation of Integrated Marketing Communication Plan 2. Communications Plan Monitoring Reports 3. Knowledge management systems documentation (including process mapping, protocols, policy etc) 4. Workshops and Capacity building activities, as required 5. PR crisis management-related outputs 6. Publication and branding materials and other communications/media assets 7. Cebu BRT Website and other related digital content Inputs to various project documents, as required 8. Other related reports and materials	Deliverable 8.1 to be submitted within 90 days. Implementation support for the communications plan shall continue throughout the assignment.
	Task 8.2 Revalidation of Community Awareness and Participation Plan (CAPP)	Deliverable 8.2 to be submitted within 90 days Implementation support for the CAPP shall continue throughout the assignment.
9. Traffic Impact Assessment Deliverables	1. Updated Traffic Impact Assessment Report 2. Due Diligence Reports	Deliverable 1 initial draft to be submitted within 150 days from start of engagement

Tasks	Detailed Deliverables per Task	Timelines (days after mobilization)
		Deliverable 2 to be submitted anytime during the course of the assignment, as requested
10. Deliverables for Construction Supervision (CS)	1. Construction Supervision Reports 2. Other reports as required	Deliverables to be submitted anytime during the course of the assignment, as requested

The TSC will also be requested to perform other activities defined in Section III of this ToR on an on-call basis.

OWNERSHIP OF THE OUTPUTS/REPORTS/DOCUMENTS

All submitted outputs/reports/documents under this Contract Agreement, including but not limited to, tracings, as-built drawings, estimates, digital information, computer model and data, specifications, investigations and studies completed or partially completed, GIS maps, Digital 3D Model, inspection logs, and photographs, shall be the property of the DOTr upon completion of the work / full payment of the Contract or termination of the Agreement. Copyrights will be governed by existing laws, rules and regulations.

V. PROJECT TEAM

The TSC shall have sufficient personnel to provide services to deliver all required outputs within the prescribed time. For specific areas of expertise, requirement of national and international consultants has been prescribed as shown below. This list of expertise provided hereunder is indicative and the TSC shall be required to provide staff with expertise and experience sufficient to perform all the activities listed in these terms of reference. The TSC may therefore propose additional positions if deemed necessary to successfully complete the assignment.

For each required position, the TSC should nominate a Key Expert. The TSC may enhance its expertise by nominating more than one (1) Key Expert for each position wherein a pool of

experts may be maintained who should be readily available to be mobilized when needed. Otherwise, additional expert/s shall be designated as Non-Key Experts.

Consultants with International Expertise	
Team Member	Minimum Requirements
Team Leader / Transport Infrastructure Expert	<ul style="list-style-type: none"> ● Post Graduate degree in Urban Planning, transportation planning, or related discipline, and an internationally recognized professional qualification. ● At least ten (10) years' experience in transport policy, development, implementation and/or operations & management of a similar sized project, including in developing countries for projects funded by multilateral organizations or by private sector financing (PPPs), including in developing countries; ● At least five (5) years of experience with bus systems in developing countries; ● As the project team leader, must have at least 20 years general experience in leading and managing the development and implementation of public transport projects, with an emphasis on road-based transportation or bus rapid transit (BRT) projects, including in developing countries; ● Experience as the over-all project manager or director for major stages of a BRT project until the start of revenue operation. ● Able to manage large multi-disciplinary teams. ● Demonstrated experience leading projects of comparable scope and technical requirements, including research, development of toolkits and guidelines, and leading capacity building activities; ● Excellent communications skills, presentation skills and an ability to prepare and manage the development of high-quality reports, project documentation and communications materials; ● Previous experience with public transport projects in the Philippines would be a strong advantage.
BRT Design Specialist	<ul style="list-style-type: none"> ● Bachelor's degree in Civil Engineering or relevant discipline. ● At least ten (10) years of experience, with a minimum specific experience of five (5) years in engineering design for transport projects ● Must have specific hands-on experience in infrastructure design in a developing country for BRT systems
Institutional Development Specialist	<ul style="list-style-type: none"> ● Master's degree in management, Social Sciences or related fields ● At least fifteen (15) years' experience in the social and institutional aspects of urban transport, with experience in development of BRT delivery institutions and in engagement with private transport operators

Area Traffic Control (ATC) Specialist	<ul style="list-style-type: none"> ● Bachelor's degree in electrical or electronic engineering or relevant discipline. ● At least ten (10) years of experience in electrical/electronic engineering, with a minimum specific experience of five (5) years of experience with Traffic Signal Controllers and Control Systems, ITS systems and equipment, and communications equipment ● Must have specific hands-on experience in design of a minimum of three fully adaptive Area Traffic Control Systems.
Intelligent Transportation Systems and Automated Fare Collection Specialist (ITS/AFC Specialist)	<ul style="list-style-type: none"> ● Bachelor's degree in Engineering (of relevant field) or equivalent with at least ten (10) years of experience in designing and implementing ITS including AFC systems for public transit ● Experience in working on any of the qualifying AFCS project as an AFCS Expert would be preferable ● Experience in designing and implementing AVL systems for public transit. Experience in working on any of the qualifying AVL project as an AVL Expert would be preferable ● Experience in designing and implementing communication infrastructure including OFC, wireless, LAN, WAN, routers, switches and firewall ● Direct involvement in planning or implementation of three (3) ITS projects in developing countries and prepared 5 transport projects with at least two (2) projects involving development of AFCS
BRT O&M Expert	<ul style="list-style-type: none"> ● Bachelor's or higher degree or equivalent in engineering, transport planning, and/or business operations & management or other relevant discipline preferred. ● Has sound knowledge of different types & technologies of BRT systems and buses including e-buses with minimum 10 years of experience in road transport operations & management, including procurement; ● Has experience in service contracting for at least five (5) public transport projects; ● Has experience in procurement of buses or (BRT) Bus operators/firms, and knowledge of operating companies and bus suppliers located in Asia or in other developing countries; ● Familiarity with Philippine road-based transport industry business model is an advantage.
Engineering, Procurement	<ul style="list-style-type: none"> ● Bachelor's or higher degree or equivalent in Mechanical/Civil/Environmental Engineering or relevant technical discipline, preferably with postgraduate qualifications

<p>Construction (EPC) Contracts Specialist</p>	<p>in project management/construction management/contract management, and preferably with project management certifications similar to Project Management Professional (PMP®);</p> <ul style="list-style-type: none"> ● Should have experience with FIDIC particularly the Red/Pink Book ● Has at least ten (10) years of working experience in BRT transportation projects and at least five (5) years in the role of Contract or Construction Manager. ● Should have previous experience in procurement, engineering, business administration; and previous work experience in projects financed through PPP
<p>Bus Fleet Expert</p>	<ul style="list-style-type: none"> ● Bachelor's degree in Engineering is required with Post Graduate degree in Transportation Planning, Mechanical Engineering or other relevant discipline preferred. ● Sound Knowledge of different types & technologies of buses including e-buses with a minimum of ten (10) years of experience in public transport/engineering and buses procurement ● Experience in drafting bidding documents and procurement of (BRT) Buses Suppliers including suppliers located in Asia. ● Worked with service providers to resolve issues and correct delays. ● Research affordable transportation methods and performed safety audits on equipment. ● Develop criteria, application instructions, procedural manuals and contracts. ● Identify appropriate travel routes in accordance with applicable traffic and bulk cargo transportation laws, regulations, protocols and guidelines
<p>Depot Control Center Expert</p>	<ul style="list-style-type: none"> ● Bachelor's degree in Engineering, Architecture, or other relevant discipline is required with relevant Post Graduate degree preferred. ● Report and manage for location(s) with 40 to 50 drivers deployment for bus depot with minimum ten (10) years of experience. ● Ensure total compliance with all safety regulations/guidelines on company property and off-site while performing work ● Work with customers, regional sales and service to ensure safe/efficient access to customers; support all sales activities related to distribution

	<ul style="list-style-type: none"> ● Supervise all rolling equipment maintenance; control costs by scheduling preventative maintenance and working with competitive vendors ● Develop, implement, monitor programs involving safety, maintenance, operating procedures and regulatory compliance for vehicles, vessels, equipment and personnel ● Experience in drafting bidding documents and procurement of (BRT) Buses Suppliers including suppliers located in Asia
PPP Expert	<ul style="list-style-type: none"> ● Must have at least post-graduate education or equivalent preferably in Economics, Business, Finance, Commercial Law, or related discipline; ● With seven (7) years of related professional experience in PPP transaction advisory, financial modeling/structuring of large infrastructure projects and development of financing plans under project financing, value for money analysis, ● Worked at least 24 man-months of actual expert services in a project finance environment / project finance transaction in the last seven (7) years; and, ● Completed at least 40 hours of related PPP training ● Experience with PPPs in the Philippines is preferred ● Experience in road-based transportation project and is an advantage

Consultants with National Expertise	
Team Member	Minimum Requirements
Traffic/Transport Engineer	<ul style="list-style-type: none"> ● Bachelor's degree in Civil Engineering with preferred post graduate degree in Transportation Engineering or Planning ● At least ten (10) years of experience in traffic/transport engineering, traffic management work, transport modeling and macrosimulation, and ● Must have specific hands-on experience in traffic management, traffic impact assessment, intersection layout design, capacity analysis, and traffic signal timing design. ● Experience with design of Urban Traffic Control Systems is preferred. ● Expert in Cube Voyager with minimum five (5) years of experience
Financial Specialist	<ul style="list-style-type: none"> ● Bachelor's or higher degree in Business, Commerce, Finance, Accounting

	<ul style="list-style-type: none"> ● 10 years of demonstrated experience in providing project financial analysis and financial modeling for international financing institution-loan assisted projects, including for large transport projects. ● Extensive experience in financial modeling, project structuring, and risk analysis, allocation, and management using FAST model standard. ● Has prepared the financial analysis and financial model for at least five (5) infrastructure or transport projects using FAST model standard. ● Must be also familiar with NEDA guidelines on project financial and economic assessment and with Philippine laws and regulations. ● Chartered Financial Analyst (CFA) certification is an advantage ● Familiarity with Philippine road transport industry business model is an advantage.
Transport Economic Specialist	<ul style="list-style-type: none"> ● Bachelor's or higher degree in Economics or Transport Economics or related technical discipline; ● Five (5) years of demonstrated experience in transport sector assessment, economic assessment, traffic and travel demand forecasting, opportunity cost implications, cost-benefit analysis, etc. and prepared economic viability models of at least three (3) transportation projects; ● Preferably with experience or familiarity with NEDA ICC guidelines on economic assessment of infrastructure projects; ● Familiarity with Philippine road-based transport industry fare policy is an advantage.
Legal Specialist	<ul style="list-style-type: none"> ● Must have at least a post graduate degree in Law and passed the Philippine Bar Examination. ● Must have an accumulated ten (10) years of demonstrated experience in drafting contractual agreements and other related documents/agreements for Engineering, Procurement and Construction (EPC) or turnkey contracts or public-private partnerships (PPP) or concession agreements, contract negotiations, and resolving legal issues on procurement matters. ● Must have experience in transportation projects; ● Preferably affiliated/associated with a firm that has demonstrated experience in transport sector-related projects.

Social Safeguard Specialists	<ul style="list-style-type: none"> ● Bachelor's or higher degree in community development, social work, gender studies, development, social sciences, or related fields; ● At least ten (10) years of demonstrated experience in the field, addressing environmental and social safeguards related issues and developing mitigation action plans in the Philippines; ● Familiarity with safeguard policies of multilateral development banks or bilateral donors, e.g. WB, ADB, JICA. Familiar with Philippine laws and regulations; ● Cebu-based specialist preferred.
Procurement Specialist	<ul style="list-style-type: none"> ● Bachelor's or higher degree in engineering, transportation, business, management, law, public administration or relevant discipline; ● At least five (5) years' experience in procuring goods, infrastructure, and/or services for public sector institutions; ● At least five (5) years' experience in bid and procurement management of a similar sized project; ● At least two (2) years' experience in procurement using World Bank guidelines or procurement guidelines of similar multilateral organizations.
Environmental Specialist	<ul style="list-style-type: none"> ● Bachelor's degree in Environmental Science or related discipline is required with relevant Post Graduate degree preferred ● Minimum of ten (10) years' experience, including at least five years in environmental impact assessment. ● Cebu-based specialist preferred.
Communications and Consultation Specialist	<ul style="list-style-type: none"> ● Bachelor's or higher degree in Communications, Marketing, Public Relations / Media / Journalism, Development Communications, or related discipline is required, preferably with relevant Post Graduate degree; ● Should have at least ten (10) years general experience in development communications, public relations and stakeholder consultations in the Philippines, with specific experience in the mainstreaming of public projects/programs and in stakeholder consultations/participation in the public transport sector; ● Familiarity with Philippine transportation sector issues, transport sector industry trends and transport sector policy developments is an advantage; ● Cebu-based specialist preferred.

Land Acquisition and Resettlement Specialist	<ul style="list-style-type: none"> • Bachelor's or higher degree in Business, Real Estate, Urban Planning, Social Sciences, Development, Management or related discipline; • Five (5) years of demonstrated experience in the preparation and implementation of land acquisition and resettlement action plans in accordance with Philippine requirements; • Experience with implementation of resettlement action plans for 3 projects financed by multilateral development agencies; • Familiar with Philippine laws and regulations related to land acquisition and resettlement; • Cebu-based specialist is an advantage.
Structural Engineer	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering is required with Post Graduate qualifications degree in Structural Engineering preferred. • Minimum five (5) years of experience in Structural Engineering. • Cebu-based specialist is an advantage
Architect	<ul style="list-style-type: none"> • Bachelor's degree in Architecture with experience in BRT project or related mass transit project is required • Minimum five (5) years of experience in Architecture in urban or transport project • Cebu-based specialist is an advantage
Drainage Expert	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering is required with relevant Post Graduate qualification degree preferred. • Minimum five (5) years of experience as Civil Engineer with experience in drainage design. • Cebu-based specialist is an advantage
Electrical Expert	<ul style="list-style-type: none"> • Bachelor's degree in Electrical Engineering is required with relevant Post Graduate qualification degree preferred. • Minimum five (5) years of experience in Electrical Engineering.
Topographical Expert	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering or Geodetic Engineering is required with relevant Post Graduate qualification degree preferred • Minimum five (5) years of experience in topographical surveys • Has experience to analyze and prepare TOR for Topographical surveys in Manila
CAD Expert	<ul style="list-style-type: none"> • Bachelor's degree in Engineering, Architecture or other relevant discipline is required; • Minimum five (5) years of experience in the design of urban infrastructure in a major Philippines City.

<p>Governance/Public Policy Specialist</p>	<ul style="list-style-type: none"> • Bachelor's or higher degree in Public Policy, Public Administration, Political Science, Law or related discipline; • Ten (10) years of demonstrated experience in sectoral and institutional assessment, policy analysis (including regulation aspects) of the Philippine public transportation/roads transportation/bus sector and of the local government units (LGU) sector, with at least 24 person-months of actual expert services related to governance/institutional development; • Five (5) years demonstrated experience working on public transport and/or bus sector related projects and/or programs; • Familiarity with international best practices on public transport industry policy reforms and transportation sector institutional arrangements is an advantage. Specialist must be able to apply and their suitability/adaptability to the Philippine context.
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Personnel Requirements:

Twenty-Six (26) experts will be evaluated for the purposes of the selection process in this recruitment.

a. Six (6) Key Experts will be subject to scoring evaluation.

1. Team Leader/Transport Infrastructure Expert
2. BRT Design Specialist
3. PPP Expert
4. Area Traffic Control (ATC) Specialist
5. Intelligent Transportation Systems (ITS) and Automated Fare Collection (AFC) Specialist
6. EPC Contracts Management Specialist

b. Twenty (20) Non-Key Experts will be evaluated on a pass-fail basis as reflected on the table of qualification requirements above.

1. Institutional Development Specialist
2. BRT O & M Specialist
3. Procurement Specialist
4. Traffic / Transport Engineer
5. Financial Specialist
6. Transport Economic Specialist

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7. Legal Specialist
 8. Social Safeguards Specialist
 9. Environmental Specialist
 10. Communications and Consultation Specialist
 11. Land Acquisition and Resettlement (LAR) Specialist
 12. Structural Engineer
 13. Architect
 14. Drainage Expert
 15. Electrical Expert
 16. Topographical Expert
 17. CAD Expert

 18. Bus Fleet Expert

 19. Depot Control Center Expert

 20. Governance/Public Policy Specialist

VI. OTHER REQUIREMENTS

The NPMO will provide all relevant existing studies and available documents to the Consultant during the implementation of the consultancy. The NPMO and PIU will provide assistance to the Consultant in dealing with other government agencies for communications, collecting of relevant information, data, documents, etc. and other activities related to the consultant's assignment.

The Consultant is expected to provide for the equipment and facilities necessary for the Satellite Office to function effectively, such as computers, personal protective equipment, consumables, provision for the cost of office operation, including electricity, internet and telephone, and all other costs to fulfill the consultancy services. A line item within the contract budget should be provided for office equipment, office furniture, office supplies and computer hardware and software to be procured by the Consultant.

The Consultant shall ensure that experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative, secretarial, translation and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely manner.

STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name Cebu Bus Rapid Transit Project

Loan No.

IBRD Loan Number: 8444-PH
CTF Loan Number: TF017646-PH
AFD Loan Number: CPH 1007 02 R

Contract No. _____

between

DEPARTMENT OF TRANSPORTATION
and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member 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 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) the Client has applied for a loan from the *International Bank for Reconstruction and Development (IBRD)*, *Clean Technology Fund (CTF)*, and *Agence Francaise De Developpement (AFD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the loan proceeds;

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) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);

- (b) The Special Conditions of Contract;
- (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Reimbursables Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F : Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration For Sub-Consultants

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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 *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 lead member, 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 lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) **Client’s Personnel**” refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (i) “Contractor” if applicable, means the person named as contractor in the contract to be supervised by the Consultant (if applicable).

- (j) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (k) **“Day”** means a working day unless indicated otherwise.
- (l) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (m) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (o) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (p) **“GCC”** means these General Conditions of Contract.
- (q) **“Government”** means the government of the Client’s country.
- (r) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (s) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (t) **“Local Currency”** means the currency of the Client’s country.
- (u) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (v) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.

- (w) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (x) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (y) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (z) **Sexual Harassment** "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.
- (aa) "Site" (if applicable) means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.
- (bb) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (cc) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. **Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. **Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. **Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. **Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. **Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. **Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. **Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. **Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. **Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
17. **Force Majeure**
- a. **Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. **Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. **Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. **Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. **Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. **Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall

provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary
Rights of the
Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the

program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of
Conduct**

29.1 If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**30. Description of
Key Experts**

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable

in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

**34. Replacement/
Removal of
Experts –
Impact on
Payments**

34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**35. Working Hours,
Overtime,
Leave, etc.**

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

**36. Assistance and
Exemptions**

36.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) 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 Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) 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.
- (e) 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 Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client'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.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

**37. Access to
Project Site**

37.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**38. Change in the
Applicable Law
Related to
Taxes and
Duties**

38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

**39. Services,
Facilities and**

39.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference

Property of the Client (Appendix A) at the times and in the manner specified in said Appendix A.

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.

40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

42. Ceiling Amount

42.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

- 43. Remuneration and Reimbursable Expenses**
- 43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.
- 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- 44. Taxes and Duties**
- 44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 45. Currency of Payment**
- 45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
- 46. Mode of Billing and Payment**
- 46.1 Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or

amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) *The Itemized Invoices*. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by

the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

49.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

1. Dispute Resolution

50.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁸;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹⁹;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party²⁰;

¹⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

²⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party²¹;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures²², including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated²³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

²¹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

²² A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

²³ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for

- (e) will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, subcontractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.”

in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of the Philippines.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <u>Department of Transportation</u></p> <p>Attention:</p> <p>BAC SECRETARIAT Unit 62, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City Tel No. (02) 8790-8300 loc. 373 Email: <u>proc-bsd@dotr.gov.ph</u> Website: <u>www.dotr.gov.ph</u></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p>

	<p>Department of Transportation</p> <p>Attention: USEC. KIM ROBERT DE LEON Undersecretary for Administration and Finance Head of the Procuring Entity (HOPE) Telephone: (+63 2) 8790-8400 (Local 235) E-mail address: bacsec@dotr.gov.ph , dotrbacsecretariat@gmail.com</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following: 1) Approval of Contract by the Government of the Philippines and the World Bank; 2) Issuance of the Certificate of Availability of Funds; and 3) Receipt of Notice to Proceed (Commence) by the Consultant.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 3 months</p>
13.1	<p>Commencement of Services:</p> <p>The Consultants shall carry out the service, immediately after the effective date 15 days Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 24 months</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of up to the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>No additional provision</i>
27.2	The Consultant shall not use these document for purposes unrelated to this Contract without the prior written approval of the Client.
42.2	<p>The ceiling in foreign currency or currencies is: _____ inclusive of local indirect taxes.</p> <p>The ceiling in local currency is: _____ inclusive of local indirect taxes.</p>

	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant, and reimbursed by the Client.</p> <p>The amount if such taxes is _____.</p>
<p>43.1</p>	<p>The following guidelines shall be included as provisions in the contract on Mode of Billing and Payment, on the requirement of itemized invoices:</p> <ul style="list-style-type: none"> i. A Job Order Request shall form part of the appropriate supporting document for billings as required in the contract. ii. The Job Order Request (JOR) Form shall be upon request by any PIU/NPMO personnel which shall indicate a reference number for easy monitoring. JOR Form shall require the approval of the Program/Project Manager of the CBRT Project. iii. The JOR Form shall be emailed to the Consultant to secure their concurrence on the indicated man hours required. Should there be any disagreement as to the man hours, the Program Manager and the Program Director shall decide the same. This process shall not exceed one day to avoid further delays in the project. iv. The Expert shall indicate the date acted upon, which shall be reckoned from the date both parties agreed on the man hours indicated. v. Iterations of the report/deliverables submitted are allowed, however iterations after the third version shall no longer be subject to corresponding man hours. The Expert shall still be obliged to promptly make any necessary corrections without cost, and thereafter the foregoing process shall be repeated until the same is found acceptable by the Client. This is in compliance with the Standards of Performance required from the Consultants which shall be in accordance with generally accepted professional standards and practices. vi. The Consultant shall nominate one person, preferably the Team Leader or Project Manager, who shall approve the work of the Expert(s). This document is proof that the report or deliverable submitted was conducted by Expert indicated, has undergone the necessary quality review and is the official submission of the Consultant. vii. The JOR Form shall be required as supporting document in the progress billings.
<p>43.3</p>	<p>Price adjustment on the remuneration applies</p>

Payments for remuneration made in foreign *and/or* local currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** 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 Effectiveness date) by applying the following 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 remuneration rates (**Appendix C**) 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, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

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

where

R_l is the adjusted remuneration;

	<p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{l_0} 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_{l_0} in the adjustment formula for remuneration paid in local currency: Philippine Statistics Office</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
44.1 and 44.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts</p> <p>any indirect 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> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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</p>

	<p>and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
45.1	The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
46.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 15% of contract price in foreign currency and of 15% of contract price in local currency shall be made within 60 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
46.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
47.1	The interest rate is: 3% per annum.

50.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none">1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:<ol style="list-style-type: none">(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to International Chamber of Commerce for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, International Chamber of Commerce shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce.(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

	<p>2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>]; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby

	waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

IV. Appendices

Time-Based

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.1(d) of this Contract."

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

- 1. [Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

- 2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, 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 _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*²⁴¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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 Consultant 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 Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____

²⁴¹ 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.

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_____ Time-Based
[month]_____, [year]____,²⁵² 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 (URDG) 2010 revision,
ICC Publication No. 758.

[signature(s)]

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and
shall be deleted from the final product.}*

²⁵² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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**APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT
PERFORMANCE DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint
Venture and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An
arbitral award on the disqualification case has been made in our favor.

*[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues
underlying the disqualification.]*

