



REPUBLIC OF THE PHILIPPINES

**PHILIPPINE STATISTICS AUTHORITY****TERMS OF REFERENCE****NEGOTIATED PROCUREMENT (HIGHLY TECHNICAL) OF  
CONSULTANCY SERVICES FOR SECURING AN ENVIRONMENTAL  
COMPLIANCE CERTIFICATE (ECC) FOR THE PSA COMPLEX****I. BACKGROUND/ INTRODUCTION**

Any project in the Philippines that poses a potential environment risk or impact (such as construction) is required to secure an ECC from the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB).

An ECC is issued by the DENR-EMB after positive review of the project's application. This certificate indicates that the proposed project or undertaking will not cause a significantly negative impact on the Philippine environment. The ECC contains specific measures and conditions that must be met by the project proponent before and during operation of the project.

An ECC also certifies that the proponent has complied with all the requirements of any project in the Philippines that poses a potential environment risk or impact during project implementation.

Under PD 1586 of the Philippine Environmental Impact Statement System (PEISS), "No entity, person or corporation shall engage or operate any environmentally critical project (ECP) or locate a project within an environmentally critical area without securing beforehand an ECC." Given that an ECC shall be processed for the construction of other building/s and structures of the Philippine Statistics Authority (PSA) Complex, an authorized consultant should be hired to properly assess the permits and other documents required for the ECC application.

PSA's vision of solid, responsive, and world-class authority on quality statistics and civil registration reflects solidity and responsiveness of the proponent that has complied with all the requirements of the EIS System and has committed to implement its approved environmental management plan through specific measures and conditions of ECC. By determining the positive or negative impact of a project during construction, commission, operation and abandonment which leads to Environmental Impact Assessment (EIA), it allows organizations to develop environmental management plans and systems to help safeguard the environment.



Management  
System  
ISO 9001:2015  
[www.tuv.com](http://www.tuv.com)  
ID 9108640991



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101  
Telephone: (632) 8938-5267  
[www.psa.gov.ph](http://www.psa.gov.ph)

The PSA Complex structures that occupy the two (2) hectare complex are:

- I.1 23-Storey PSA Office Building (approximate gross floor area of 48,998.40 sq. m.) (on-going construction with one (1) unit-2812kVA, one (1) unit 1587kVA, and one (1) unit-2812kVA) generators;
- I.2 CRS Building (approximate gross floor area of 12,612.20 sq. m.) (existing structure with 1150kVA generator 920KW automatic);
- I.3 TAM Building (approximate gross floor area of 2,940 sq. m.) (existing structure);
- I.4 CVEA Building (approximate gross floor area of 2,940 sq. m.) (existing structure with one (1) unit-200kVA, one (1) unit-165kVA Manual, one (1) unit 313 kVA/Prime and one (1) unit-338kVA/Standby Automatic);
- I.5 Sewage Treatment Plant (STP) (approximate gross area of 235.06 sq. m.) (scheduled for construction with a 530 cu.m. flow rate);
- I.6 GenSet House (approximate gross area of 300 sq. m.) (for construction to house 2 units-80kVA); and
- I.7 Material Recovery Facility (approximate gross area of 50.82 sq. m.) (for construction).

Under the Revised Guidelines for Coverage Screening and Standardized Requirements under the PEISS (EMB Memorandum Circular 005 July 2014 by the Environmental Impact Assessment and Management Division [EIAMD]), the PSA Complex is under the Category B: Non-ECP but is still required to secure an ECC. The presence of the STP makes it doubly required to secure an ECC.

The ECC is a requirement for subsequent permits and clearances for PSA such as:

- I.A Under DENR Administrative Order (DAO) No. 39 Sec. 5.e Requirements for Application for Waste Water Discharge Permit (DP), a copy of the ECC is required.
- I.B Under DENR Memorandum Circular No. 2007-003, pursuant to Section 51 of the Republic Act (RA) 8749 (Philippine Clean Air Act of 1999), for Diesel Generator 1,250KW or greater, 600 to 1249KW, and 300 to 599KW regardless of its frequency of operation is required to secure a Permit to Operate (PTO) with a copy of the ECC as one of the requirements.

## II. OBJECTIVES

To prepare an EIA report for submission, review and subsequent issuance of the ECC by the DENR-EMB for the entire complex. This objective is primarily aimed in seeking the consultancy services of an Environmental Planner/ Assessor for the following activities:

- II.A Preparation of EIA Report (Initial Environmental Examination [IEE]) including preparation of all requirements for the EIS report including Product Description, raw materials to be used and process technology to be implemented where required among others for submission, review and subsequent issuance of the ECC by the DENR-EMB for the entire complex;
- II.B Assist PSA in the ECC Application for DENR-EMB including the preparation of an Environmental Management and Monitoring Plan (EMMP);
- II.C Engineering Geological and Geohazard Assessment Report (EGGAR); and
- II.D Conduct of Public Scoping and public hearing if so required.

### III. BASIC INFORMATION

Site : PSA Complex, East Avenue, Diliman Quezon City  
Approx. TLA : 20,001 square meters  
Type of Buildings : Twenty-Three Storey with Covered Roof Deck (Reinforced Concrete Structure); CRS Building (Reinforced Concrete Structure); TAM Building (Reinforced Concrete Structure); CVEA Building (Reinforced Concrete Structure); Sewage Treatment Plant (Reinforced Concrete Structure); GenSet Housing (Reinforced Concrete Structure); and Material Recovery Facility (Steel and Concrete Structure).

### IV. SCOPE OF SERVICES

The Consultant shall conduct an EIA study in accordance with the guidelines and requirements of the Revised Procedural Manual of DENR Administrative Order No. 30 Series of 2003 (DAO 2003-30). The Consultant shall likewise shoulder the cost for the submission of EIA Report to the DENR-EMB as well as the EIA Review Support Fund leading to an issuance of an ECC for the PSA Complex.

#### IV.1 Scoping

The Consultant shall conduct the scoping for the project. Prior to the conduct of scoping session, the Consultant shall brief the DENR-EMB and EIA Review Committee (EIARC) members about the project. After the site scoping, the Consultant shall prepare and submit the scoping report.

#### IV.2 Preparation of the Draft Environmental Impact Assessment Report

The Consultant shall prepare and submit the Draft Environmental Impact Assessment Report in accordance with the guidelines of the DENR-EMB for review of PSA prior to submission to DENR-EMB for screening and review. It shall include, but not limited to the following:

- EIS Executive Summary;
- Project Description;
- Matrix of the scoping agreement identifying critical issues and concerns, as validated by the EMB;
- Baseline environmental conditions focusing on the sectors (and resources) most significantly affected by the proposed action;
- Impact assessment focused on significant environmental impacts (in relation to project construction/ commissioning, operation and decommissioning), taking into account cumulative impacts;
- Sociopolitical and Economic Component (socio-economic conditions at the primary and secondary impact areas and how the proposed project may affect the host community. The study will gauge the willingness of the community to host the project, and in the face of opposition, recommend measures how this could be resolved amicably), that includes collation and evaluation of secondary socio-economic data, perception survey, and Focused-Group Discussion (FGD) and Key Informant Interviews (KII);
- Environmental Risk Assessment, if determined by EMB as necessary during scoping;
- Legal Assessment on the use of the land;
- Environmental Management Program/Plan;
- Supporting documents, including technical/socio-economic data used/generated; certificate of zoning viability and municipal land use plan; and proof of consultation with stakeholders;
- Proposals for Environmental Monitoring and Guarantee Funds including justification of amount, when required;
- Accountability statement of EIA consultants and the project proponent; and
- Other clearances and documents that may be determined and agreed upon during scoping.

#### IV.3 Preparation of the Final Environmental Impact Assessment Report

Upon completion of the screening and review of the Draft EIA Report by the DENR-EMB, the Consultant shall finalize the EIA Report taking into consideration the comments, if any, made by the DENR-EMB prior to the issuance of Environmental



Compliance Certificate (ECC). The Consultant shall assist the PSA in the process of securing the ECC for the project.

#### IV.4 Technical and Liaison Services/Regulatory Support

The Consultant shall provide technical and liaison services with DENR-EMB during the conduct of the EIA process, specifically during scoping and review, and facilitate the issuance of ECC.

The Consultant shall:

- IV.A Submit organizational chart of technical and non-technical personnel assigned for the implementation of the project;
- IV.B Production of all documentary requirements such Environmental Management and Monitoring Plan (EMMP) and IEE Checklist among others for securing the ECC, Permit to Operate (PTO) and LLDA Discharge Permit (DP);
- IV.C Secure an Engineering Geological and Geohazard Assessment Report (EGGAR) as additional requirement if so required;
- IV.D Conduct public scoping or public hearing as stated above if so required;
- IV.E As the need arises, to perform such tasks and responsibilities to ensure the completion of the Project.

## V. DELIVERABLES and TIMELINE

Stages	Scope of Work	Timeline
1. Screening	Determining if project is covered or not covered by the PEISS.	<b>20 days after the issuance of Notice to Proceed (NTP)</b>
2. Scoping	Identifies the most significant issues/ impacts of project, and then, delimits the extent of baseline information to those necessary to evaluate and mitigate impacts. Environmental Risk Assessment (ERA) is done. Done through local community and with a third-party EIA Review Committee (EIARC). With participation of DENR-EMB. Process result (Formal Scoping Checklist) will be signed by review team and approval of EMB Chief.	<b>50 days after issuance of Notice to Proceed (NTP)</b>
3. EIA Study and Report Preparation	Description of the project and alternatives, characterization of the project environment, impact identification and prediction, evaluation	

	of impact significance, impact mitigation, formulation of EMMP with corresponding cost estimates and institutional support commitment. Presentation of EIA Report. EMB outline is prescribed for every major document type.	<b>80 – 120 days after issuance of Notice to Proceed (NTP)</b>
4. EIA Report Review and Evaluation	EIA Review and evaluation process is summarized in the Review Process Report (RPR) of the EMB, which includes a draft decision document.	
5. Decision Making	Evaluation of EIA recommendations and draft decision document, resulting to the issuance of an ECC, CNC or Denial Letter. When approved, ECC is issued. Proponent signs a sworn statement of full responsibility on implementation of its commitments prior to release of the ECC.	<b>Within 180 days after issuance of Notice to Proceed (NTP)</b>

## VI. STANDARD OF SERVICES

The Consultant shall undertake the consultancy services by utilizing its technical knowledge and best-accepted professional standards. The Consultant shall carry out the services based on environmental laws that govern the Project. Further, the Consultant shall provide adequate number of personnel of known qualifications and experience.

## VII. DURATION OF THE CONTRACT

The duration of the contract shall be six months (180 Calendar Days) from November 2020 to May 2021.

## VIII. CONSULTANCY SERVICE REQUIREMENTS

A local consultancy firm with experience in Environmental Impact Assessment with the following minimum qualifications:

1. Must be operational and engaged as an environmental services consultancy firm for at least five (5) years;
2. Must have satisfactorily completed a contract for a similar project with magnitude and complexity at least equivalent to the proposed project; and
3. The consultant must likewise pass eligibility requirements under Section 24 of Republic Act 9184, otherwise known as the Government Procurement Reform Act.

## **IX. SUBMISSION OF REPORTS**

The Team shall prepare and submit the reports in the following order:

- Inception Report: Ten (10) hard copies and three (3) electronic copies within twenty (20) calendar days after commencement of the Services (The day after receipt of Notice to Proceed).
- Progress Report: Ten (10) hard copies and three (3) electronic copies within fifty (50) calendar days after commencement of the Services. It shall contain the result of scoping activities and baseline characterization of critical components of the project area.
- Draft EIA Report: Ten (10) hard copies and three (3) electronic copies within eighty (80) calendar days after commencement of the Services.
- Final EIA Report: Fifteen (15) copies and three (3) electronic copies within twenty-one (21) calendar days after completion of review of the DENR-EMB and finalization of the EIA Report, incorporating comments and agreements on submitted draft.

## **X. PERSONNEL QUALIFICATION REQUIREMENTS**

As a minimum requirement, the Consultant shall provide licensed and professional personnel adequate technical experience in Environmental Studies, Environmental Impact Assessment and in securing an ECC:

<b>Key Position/s</b>	<b>Minimum Years of experience in such position</b>	<b>License/Certification Required</b>
1. Senior Environmental Specialist, EIA Team Leader	Ten (10) years in	B.S. Degree Holder
2. Environmental Engineer	Three (3) years	B.S. Degree Holder
3. Sociologist	Three (3) years	B.S. Degree Holder

In the execution of the consultancy services, multi-tasking by or nomination of key personnel to more than one of the above-stated fields or profession is prohibited.

The Consultant shall provide additional personnel as may be required and pertinent to the accomplishment of the project in its entirety at no additional cost to the Procuring Entity.

The Consultant shall likewise provide copies of the Curriculum Vitae (Resume) with Professional Regulation Commission (PRC) License (where needed) and Professional Tax Receipt (PTR)(where needed) of their personnel and list of on-going and completed projects (both private and government) within the last three (3) years.

Except as otherwise agreed upon by the Procuring Entity, the personnel for the project shall consist of those indicated in the Work Plan and List of Key Personnel submitted and no changes shall be made in the key staff. In the event any employee resigns, is discharge or withdrawn, the Consultant shall provide suitable personnel of equivalent or better qualification acceptable to the Procuring Entity.

## **XI. ESTIMATED BUDGET FOR THE CONTRACT AND TERMS OF PAYMENT**

### **A. FEE**

For and in consideration of the faithful, satisfactory and full performance of all the works and requirements under that consulting services agreement, the Procuring Entity agrees to pay the Consultant an amount not exceeding the Approved Budget for the Contract of **NINE HUNDRED FIFTY PESOS (P950,000.00)** after observance of the required procedures in compliance with the Government Procurement Reform Act (Republic Act No. 9184) and Government Accounting and Auditing Manual.

The aforesaid fee is inclusive of all applicable taxes, fees and charges.

### **B. ADVANCE PAYMENT**

An advance payment not to exceed fifteen percent (15%) of the Contract Price in Philippine peso shall be made upon the submission of a written request by the Consultant to cover the cost of mobilization. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the progress billings of the Services until the advance payment has been fully set off.

Advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.

### **C. SCHEDULE OF PAYMENTS**

The payment scheme for the services shall be as follows:

1. Advance Payment. Advance payment of fifteen percent (15%) of the contract amount to cover the cost of mobilization upon submission of a written request with an irrevocable letter of credit issued by a reputable commercial bank and of an amount equal to the advance payment. The advance payment shall be repaid by the Consultant by deducting from milestone payments such sum as agreed upon



during the contract negotiations until fully repaid within the duration of the Contract.

2. 2nd Payment: Ten percent (10%) of the contract amount upon submission and acceptance of the Inception Report.
3. 3rd Payment: Ten percent (10%) of the contract amount upon submission and acceptance of the Progress Report.
4. 4th Payment: Twenty percent (20%) of the contract amount upon submission and acceptance of the Draft EIA Report.
5. 5th Payment: Thirty percent (30%) of the contract amount upon submission and acceptance of the Final EIA Report.
6. 6th Payment: Twenty percent (15%) of the contract amount upon submission/ issuance and acceptance of ECC.

All payments will be subject to the usual government accounting and auditing rules and regulations. The Consultant is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).

## **XII. RESPONSIBILITIES OF THE CONSULTANT**

- 1) The consultant shall undertake all works necessary for securing an ECC for the PSA Complex;
- 2) Conduct environmental studies and activities required for the EIA report and all other reports required by DENR that shall be in compliance with the provisions of relevant environmental laws, ordinances, codes, and rules and regulations;
- 3) Consult and verify with the PSA to ascertain the requirements of the proposed project;
- 4) All documents, drawings, maps, survey reports and other forms relevant to the study shall become the property of the Government and shall not be used or reproduced without the expressed consent of PSA.

## **XIII. RESPONSIBILITIES OF THE PROCURING ENTITY**

The Procuring Entity shall:

- (1) Provide full information as to the requirements of the project;
- (2) Designate representative/s authorized to represent the Procuring Entity, if the need arises; and

- (3) Evaluate documents submitted by the Consultant and render decisions to avoid delay in the progress of the Consultant/s work.

**XIV. CONFIDENTIALITY**

All relevant data such as maps, reports, plans, diagrams, findings, statistics, studies, and other supporting record or materials prepared in the course of the consultancy shall be the property of the Procuring Entity and shall not be used by the Consultant without the prior written approval. Print and electronic copies of such documents shall be turned-over to the Procuring Entity.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of the Procuring Entity.

**XV. ASSIGNMENT and/or SUBCONTRACTING**

Except with prior written approval of the Procuring Entity, the Consultant shall not assign nor sub-contract any part of the consultancy services.

**XVI. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of the Procuring Entity and Consultant is that of an independent contractor.

**XVII. INDEMNIFICATION**

The Consultant shall hold the Procuring Entity free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of consultancy services.

In addition, the Consultant agrees to protect and defend, at its own expense, the Procuring Entity against claims and liabilities arising from acts or omissions committed by the Consultant or its staff in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify the Procuring Entity for any damages or liabilities that the Procuring Entity may be compelled to assume arising from said acts or omissions.

**XVIII. CHANGES**

The Procuring Entity may at any time, by written notice to Consultant, issue additional instructions, changes, or alterations to the work with no additional cost.

## **XIX. SUSPENSION AND TERMINATION OF AGREEMENT**

In case of default, failure or refusal on the part of the Consultant to perform the services in such manner consistent with the results herein contracted for, or non-compliance with the Terms of Reference, the Procuring Entity may issue a Notice of Suspension of Payment and suspended payment in completely or in part.

In case any of the conditions as stated above, continue for a period of fourteen (14) days after the issuance of a Notice of Suspension of Payment, the Procuring Entity may terminate the consultancy services.

In any event, the Procuring Entity may terminate the consultancy services upon thirty (30) days written notice to the consultant.

## **XX. LIQUIDATED DAMAGES**

The Consultant binds itself to pay liquidated damages in case of any breach of the provisions of the Contract. The Consultant shall be charged liquidated damages equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action or other remedies open to it.

## **XXI. WARRANTIES OF THE CONSULTANT**

- 1) The Consultant warrants that it shall conform strictly with the terms and conditions of the Terms of Reference;
- 2) The Consultant warrants, represents and undertakes reliability of the service and that their manpower complement are hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the Procuring Entity. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working within the compound. It shall not obtain the services of any employee of the Procuring Entity to work in any category.
- 3) The Consultant shall comply with the laws governing employee's compensation, Philhealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services.
- 4) The Consultant, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;

- 5) The Consultant, shall coordinate with authorized and/or designated personnel of the Procuring Entity in the performance of their services;
- 6) The Consultant shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and the Procuring Entity shall be specifically released from any responsibility arising therein;
- 7) The Consultant shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to the Procuring Entity;
- 8) The Consultant shall neither assign, transfer, pledge, nor subcontract any part of or interest in the consultancy contract; and
- 9) The Consultant shall render service at no cost to the Procuring Entity in case of any extension of the contract duration of the construction of the PSA Building Project.

## XXII. CONFLICT OF INTEREST

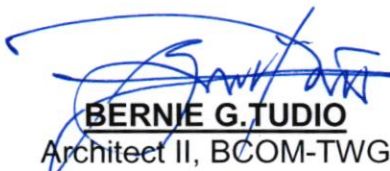
The Consultant shall provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity.

Should a conflict of interest situation arise in the course of the implementation of this consultancy, not attributable to any act of the consultant, the consultant must disclose the nature and extent of the conflict within ten (10) days from notice.

Prepared by:

  
**NATANIEL R. MACHATE**  
Engineer II, BCOM-TWG

  
**JAN DARYL B. AYCARDO**  
Architect II, BCOM-TWG

  
**BERNIE G. TUDIO**  
Architect II, BCOM-TWG