

## **Terms of Reference**

### ***Updating of the Feasibility Study of the Nationwide Fish Ports Project***

#### **1. BACKGROUND/RATIONALE**

##### **1.1 Contracting Authority**

The General Appropriations Act (GAA) for FY2014 has allocated the amount of PhP400,000,000.00 for the conduct of feasibility studies (F/S) to be administered by the National Economic and Development Authority (NEDA). Thus, the Department of Agriculture - Philippine Fisheries Development Authority (DA-PFDA) submitted the Updating of the F/S of the Nationwide Fish Ports Project to NEDA for consideration under said Fund.

For this Terms of Reference (TOR), NEDA shall be the Executing Agency while DA-PFDA shall be the Implementing Agency. The proposed Project is consistent with DA's major programs/projects/activities (PPAs).

##### **1.2 Relevant Country/Sector Context**

The Project intends to contribute to sectoral outcomes of the Revised 2011-2016 Philippine Development Plan (PDP) concerning the agriculture and fisheries sector, such as (a) increase productivity in agriculture and fisheries sector; (b) increase sector resilience to climate change risk; and (c) increase forward linkage to the industry and services sectors.

##### **1.3 Current State of Relevant Sectors**

Despite positive growth and gains in productivity in some subsectors, there has been almost no change in the welfare of about 6.4 million farmers, fisher folks and other workers dependent on the agriculture and fisheries sector.

From 2004 to 2010, agriculture and fisheries contributed an average of 18.4 percent to gross domestic product (GDP) and the sector grew at an average rate of 2.6 percent annually. The sector's growth was driven primarily by fisheries. Growth in the fisheries subsector is partly due to the expansion of aquaculture and robust demand for commodities like seaweed. However, the productivity of municipal fisheries, such as small-scale capture fisheries (less than 3 gross ton boats), has been declining. This can be partly attributed to overfishing and poor enforcement of fishery laws. The national stock assessment of the Bureau of Fisheries and Aquatic Resources (BFAR) suggests that two-thirds of the 12 major fishing bays of the country are already overfished.

The Philippines has long been vulnerable to weather risks, a fact exacerbated by climate change. Since the 1980s, the growth in agricultural gross value-added (GVA) has been erratic, partly owing to the impact of severe weather risks and the periodic occurrence of the El Niño and La Niña phenomena. Aside from typhoons

Ondoy and Pepeng, the El Niño in 2010 caused significant damage to agriculture and fisheries.

Despite limited resources and funds, the Government pursued the provision of needed fishery post-harvest facilities. Currently, there are eight (8) regional fish ports that were constructed in strategic areas across the country. These ports cater to the requirements of the commercial fishery subsector. However, the existing facilities in these ports, which have been in operation for more than 20 years, are now deteriorating. As a result, operating efficiency has been reduced, utilization has become limited, and maintenance cost has gone up.

There are also various smaller fish ports and ice plants established nationwide that serve to sustain the livelihood of fishermen. To date, DA-PFDA has constructed a total of 79 municipal fish ports, 71 ice plants and four (4) processing plants.

#### **1.4 Related Project/Programs**

##### **1.4.1 Iloilo Fish Port Complex (IFPC)**

The Construction of the Breakwater at the IFPC was 100 percent completed on September 2014. The Repair/Rehabilitation of Port's Facilities and Utilities, on the other hand, is still on-going (86% complete). The extension is due to Variation Order and adjustments on the design parameter of the waste water treatment plant.

##### **1.4.2 DA's "Poorest of the Poor" Program**

This Program is committed to fund 50 municipal fish port projects from 2014 to 2015 in provinces with high poverty incidence. It satisfies the country's requirement on fish port facilities at the municipal level.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall Objective of the Study**

The objective of the proposal under this TOR is to update the F/S prepared by the Japan International Cooperation Agency (JICA) on the Nationwide Fish Ports Project in 2010 which focused on five (5) of the country's eight (8) regional fish ports including some municipal fish ports. This F/S updating shall cover, among others, the technical, economic and financial aspects of the proposed rehabilitation/improvement of existing post-harvest facilities and identification of new facilities for construction in the selected five (5) regional fish ports, namely, IFPC, the Lucena Fish Port Complex (LFPC), the Davao Fish Port Complex (DFPC), the Camaligan Fish Port (CFP) and the Sual Fish Port (SFP). Additionally, the F/S updating shall ensure that value engineering/value analysis (VE/VA)<sup>1</sup> is undertaken with regard to the selection of the best possible

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<sup>1</sup> For reference, the *Value Analysis Handbook for NEDA (2009)* may be downloaded from: <http://www.neda.gov.ph/wp-content/uploads/2014/01/Value-Analysis-Handbook.pdf>.

implementation/project options/configurations for the Project, or components thereof, to ensure that the best scheme for delivering the Project's intended outputs is selected, as articulated under *Section 5 (Scope of Works)* of this TOR.

## **2.2 Expected Results**

By the end of the contract period under this TOR, the Consulting Firm is expected to produce a comprehensive F/S based on updated information, with a definite implementation plan for the rehabilitation/improvement of existing post-harvest facilities, and possible construction of new facilities in the selected five (5) regional fish ports with the best alternatives/configurations/technologies considered, among others, including the preliminary project design.

## **3. PROJECT DESCRIPTION**

### **3.1 Project Background**

The Government of the Philippines (GPH) requested the Government of Japan (GOJ) for the conduct of the "Development Study Project on the Preparation of Master Plan for the Rehabilitation of Regional Fish Ports and Establishment of Municipal Fish Ports and Other Fisheries Post-Harvest Facilities" in the Philippines. JICA dispatched a mission to the Philippines in 2009 for the conduct of a Preparatory Survey (Stage 1) followed by the conduct of an F/S (Stage 2) in 2010. This Project was identified as the Nationwide Fish Ports Project (Package III) by JICA and DA through PFDA.

The tsunami disaster that hit Japan in the first quarter of 2011 greatly damaged the fish ports, fishing vessels and properties of Japanese fishermen. As such, GOJ refocused its priorities on the internal rehabilitation of the tsunami-hit Tohoku Region. However, in consideration of the cooperation between JICA and DA-PFDA during the project formulation of the Nationwide Fish Ports Project, especially in the preparatory survey for the Project, JICA allowed the utilization of the F/S prepared by the Consulting Team for the purpose of requesting loans from other funding countries to finance the Project.

Since five (5) years have lapsed from the inception of this Project, DA-PFDA intends to pursue the updating of the F/S prior to the solicitation of funds for the enhancement of the DA-PFDA port operations.

### **3.2 Target Group and Beneficiaries**

The fishery subsector shall greatly benefit from the proposed Project, which addresses the post-harvest and infrastructure concerns of the subsector.

The Study will guide national government agencies, local government units, funding institutions and prospective donors/investors on the proposed rehabilitation plan for the existing regional fishing ports as well as other post-harvest facilities that could be established, improved or rehabilitated.

People in the rural areas will also benefit from the job opportunities that will be generated by the construction of post-harvest facilities and other infrastructures as well as from the creation of ancillary industries from the availability of said facilities and infrastructure support.

#### **4. ASSUMPTIONS & RISKS**

##### **4.1 Underlying Assumptions**

It is assumed that fish production from capture fishery may not be further increased. Also, future increase from aquaculture, particularly mariculture, could be expected as well as from unused resources within the 200-mile exclusive economic zone.

##### **4.2 Risks and Limitations**

The anticipated risks in the operations and management phase of the Project are as follows:

- 4.2.1 Any substantial changes in the fish port operations due to new policies that the GPH may implement such as complete privatization of operations;
- 4.2.2 Difficulties in achieving increases in the fish unit price due to market uncertainties or any essential inflation in the operating costs; and
- 4.2.3 Other than the external environment, difficulties in achieving higher value-added business climate in the fish port operations.

#### **5. SCOPE OF WORKS**

The scope of works for the conduct of the F/S updating shall include, but not limited to, the following:

- 5.1 Review of the F/S prepared by JICA, including the confirmation/correction of baseline figures of indicators relevant to the Project outputs and collection of additional data/information necessary for the same;
- 5.2 Update of the demand and supply for fishery products including the current situation and future outlook of fishery production in the Philippines in general, and in the five (5) target project areas;
- 5.3 Present the current physical condition of the existing port facilities/infrastructure, revisit its preliminary design and identify the port facilities/infrastructure that need to be improved/rehabilitated;

- 5.4 Identify new port facilities/infrastructures that are viable for implementation as well as present the prevailing conditions and demand forecasts of those proposed additional/new facilities;
- 5.5 Provide guidelines, including standard criteria, for the rehabilitation/improvement of existing fish port facilities, and to provide the same for the prioritization of new fish port facilities;
- 5.6 Update the existing basic design of post-harvest facilities to be Good Manufacturing Practices/Good Hygienic Practices (GMP/GHP)-compliant, and to provide the corresponding cost estimates for said facility;
- 5.7 Establish model GMP/GHP-compliant facilities (e.g., fish port and ice plant and cold storage facilities);
- 5.8 Prepare (a) an implementation plan for the identified rehabilitation works and proposed post-harvest facilities including budgetary requirements, and (b) operations and management plans, including annual maintenance program;
- 5.9 Prepare outputs documenting the viability of the Project while adequately addressing hazards and risks, environmental issues and resettlement issues, among others, outlining in detail the implementation arrangements;
- 5.10 The F/S updating shall look at *alternative options, including the associated costs, benefits and risks* involved, that would deliver the best possible implementation/project options/configurations for the Project or components of the Project (may include new available technology which can be used to deliver the Project or component/s thereof) in meeting the Project's intended outputs, e.g., yielding the highest VfM and lowest life cycle/whole-of-life cost; and
- 5.11 During the contract period, conduct coordination meetings with DA-PFDA and NEDA to: (a) discuss the progress of the work and preliminary output; (b) give the Government the opportunity to make comments and suggestions on a timely basis; and (c) resolve problems and issues that may be encountered. The Government may assign counterpart personnel to the Study for purposes of transfer of technology and capacity building. The Consulting Firm shall provide the required office space for the Government counterparts.

## **6. TIMELINES AND DELIVERABLES**

### **6.1 Commencement Date and Period of Implementation**

The Study shall be completed within a period of six (6) months commencing from the date of receipt of the Notice to Proceed (NTP). Refer to **Annex A** for an illustration of the indicative implementation timelines for the Study.

### **6.2 Table of Deliverables**

A detailed Work and Financial Plan (WFP) shall be submitted by the Consulting Firm to DA-PFDA for review (copy furnished NEDA for monitoring purposes

and payment processing) within seven (7) calendar days from the date of commencement as indicated in NTP.

The deliverables for the subject as enumerated below shall be submitted by the Consulting Firm in four (4) hard copies to DA-PFDA for review and two (2) hard copies to NEDA for monitoring purposes and payment processing. An electronic/soft copy shall also be submitted to DA-PFDA/NEDA.

<b>Deliverable</b>	<b>Timeline</b>
Draft Inception Report including WFP	One (1) month from receipt of NTP
Final Inception Report including WFP	Half (0.5) month after receiving comments from DA-PFDA/NEDA
Monthly Progress Reports	Monthly, within seven (7) calendar days from end of agreed month-period
Interim Report	Three (3) months from receipt of NTP
Draft Final Report	Five (5) months from receipt of NTP
Final Report	Half (0.5) month after receipt from DA-PFDA/NEDA of the evaluation/comments but not more than six (6) months from receipt of NTP

DA-PFDA/NEDA shall provide comments on any of the *Draft Reports* within *ten (10) calendar days* from submission.

- 6.2.1 The *Inception Report* shall include, among others, the approved detailed WFP and the description of the corresponding activities/programs of work/milestones already accomplished/fulfilled by the date of submission thereof, as well as the fulfillment of the study conditions enumerated herein and/or the approaches and methodologies to be utilized in the development of the Study.
- 6.2.2 The *Monthly Progress Reports* shall include updates on the physical and financial accomplishments of each of the activities under the WFP, including the difficulties encountered and measures taken to overcome them.
- 6.2.3 The *Interim Report* shall include, among others, the status of implementation of the Study in relation to the scope of work and preliminary results of the Study.
- 6.2.4 The *Draft Final Report*, which shall be submitted to DA-PFDA for final approval, shall consist of the completed F/S.
- 6.2.5 A “Recommendation for Release of Final Payment” shall be issued by DA-PFDA to NEDA (copy-furnished the Consulting Firm for

information) within 14 calendar days upon receipt of the “Final F/S Report” and satisfactory review thereof.

## 7. EXPERTISE REQUIREMENTS AND QUALIFICATIONS

7.1 The conduct of the F/S updating shall be undertaken by a Consulting Firm composed of the following key experts, whose minimum qualifications are stated herein.

	<b>Expertise/Skills/Requirements</b>	<b>Minimum Requirement</b>
Project Manager / Team Leader (1)	Years of professional experience related to the following activities: a. Representation of Consulting Team and supervision of over-all implementations of the services; b. Coordination and decision on major economic, technical and operational services; c. Administration of field operation and coordination of investigations, studies and design of various engineering and technical works; d. Review and assessment of over-all fishery development aspect and compilation of information, reports and documents; and e. Coordination and communication with various agencies, both public and private.	15
	Educational attainment in agriculture, fishery, or other related fields	BS or equivalent, preferably MS
Fisheries Resource Expert (1)	Years of professional experience related to following activities: a. Re-assessment of existing fishery production resources, management systems and strategies being implemented in the area; b. Recommendation of appropriate fishery resource management plans to ensure sustainability of the resource; c. Evaluation of potential of fishery resources in the area in terms of Maximum Sustainable Yield (MSY);	10

	<ul style="list-style-type: none"> <li>d. Determination of number and type of fishing vessels and volume fish and fishery products presently being catered in a particular area; and</li> <li>e. Making projection on volume of fish and fishery products that will be produced unloaded to the fish ports as well as the number of fishing vessels that will utilize the ports' facilities.</li> </ul>	
	Educational attainment in agriculture, fishery, or other related fields	BS or equivalent, preferably MS
Market Planner / Socio-Economist / Financial Expert (1)	<p>Years of professional experience related to following activities:</p> <ul style="list-style-type: none"> <li>a. Review and analysis of supply-demand;</li> <li>b. Review of socio-economic condition of an industry;</li> <li>c. Assessment of existing distribution pattern of a particular product;</li> <li>d. Formulation of marketing plans;</li> <li>e. Locating alternative markets for a particular product;</li> <li>f. Assessment of institutional framework related to the project implementation;</li> <li>g. Formulation of integrated management and operating systems;</li> <li>h. Assessment of activities of possible stakeholders;</li> <li>i. Identification and recommendation of an effective organizational and management set-up;</li> <li>j. Determination of social acceptability of a project to stakeholders;</li> <li>k. Identification and determination of direct and indirect socio-economic benefits and costs, "with and without" the project;</li> <li>l. Determination of socio-economic viability of a project;</li> <li>m. Undertaking of sensitivity analysis of various factors affecting the economic viability of a project;</li> <li>n. Identification of possible sources of revenues to be generated and the cost of operation of a project;</li> </ul>	10



	<ul style="list-style-type: none"> <li>o. Preparation of financial projections such as statements of projected income and projected cash flow, and projected balance sheet;</li> <li>p. Determination of financial viability a project through the following financial profitability indicators: Return on Investment, Net Present Value, and Financial Internal Rate of Return; and</li> <li>q. Undertaking of sensitivity analysis of various factors affecting financial viability of a project.</li> </ul>	
	Educational attainment in economics, finance, or other related fields	BS or equivalent, preferably MS
Port Planner / Civil Engineer (1)	Years of professional experience related to following activities: <ul style="list-style-type: none"> <li>a. Preparation of design criteria and detailed design of the building structure and related structures;</li> <li>b. Preparation of a design report for the buildings and related structures;</li> <li>c. Cost estimation of building and related structures;</li> <li>d. Carrying out/review of geo-technical, topographic and geologic surveys on the project site;</li> <li>e. Investigation of present condition of the existing infrastructure facilities;</li> <li>f. Preparation of preliminary designs for civil works;</li> <li>g. Rehabilitation methods and preparation of basic plans and schedule; and</li> <li>h. Review of unit prices and preparation of preliminary project cost estimates.</li> </ul>	10
	Educational attainment in civil engineering	BS or equivalent, preferably MS
	Professional certification	Civil Engineering License

Mechanical / Plant Engineer (1)	Years of professional experience related to following activities: a. Identification of machinery and equipment and corresponding capacities for a project; b. Supervision of design works and cost estimation; and c. Cost estimation of machineries and equipment.	10
	Educational attainment in related fields	BS or equivalent, preferably MS
	Professional certification	Mechanical Engineering License

- 7.2 Either the Team Leader or any Senior Specialist must be knowledgeable on VE/VA and have at least five (5) years work experience in the conduct of feasibility studies and/or other work related thereto.

## 8 CRITERIA FOR SELECTION

- 8.1 Prospective Consulting Firms must have at least ten (10) years of experience related to this TOR and will be rated based on the criteria shown in **Annex B** ("Criteria for Shortlisting") and as summarized below:

8.1.1 Applicable Experience of the Firm;

8.1.2 Qualification of Key/Organic Personnel who may be Assigned to the Project; and

8.1.3 Job Capacity.

- 8.2 The Consulting Firm shall be selected using *the Quality-Cost Based Selection* procedure under Republic Act (RA) No. 9184, or the Government Procurement Reform Act (GPRA), and its Revised Implementing Rules and Regulations (IRR) and based on the following criteria:

8.2.1 Technical Proposal : 80%

8.2.2 Financial Proposal : 20%

## 9. SOURCE OF FUNDS

Funds for the conduct of this F/S updating shall be sourced from the NEDA-administered F/S Fund.

## **10. INSTITUTIONAL SET-UP / RESPONSIBILITIES**

### **10.1 NEDA**

- 10.1.1 Shall be the Executing Agency (i.e., representative of the Government in the Contract Agreement with the Consulting Firm);
- 10.1.2 Shall, through its NEDA Bids and Awards Committee (NBAC), be responsible for facilitating the bidding and tendering of the consulting services in compliance with RA 9184 and its Revised IRR with the Implementing Agency as End-User;
- 10.1.3 Shall be responsible for the disbursement of the fund for the conduct of the F/S once the contract becomes executed;
- 10.1.4 Shall be responsible for the preparation and submission of financial reports as required by the Department of Budget and Management (DBM) and other reportorial requirements regarding the F/S Fund administration;
- 10.1.5 Shall evaluate, in coordination with DA-PFDA, all request for payments/billings and determine the acceptability/correctness of the same;
- 10.1.6 Shall have the option to detail at least one (1) counterpart technical personnel to the Project for the purpose of on-the-job capacity building/technology transfer; and
- 10.1.7 Shall provide, upon the request of the Consulting Firm, available information/data and also, if available, copies of previous related studies subject to the execution of the Non-Disclosure Agreement, if necessary.

### **10.2 Implementing Agency / DA-PFDA**

- 10.2.1 Shall be the beneficiary/End-User of the consulting services;
- 10.2.2 Shall be responsible for contract implementation and management, including ensuring the quality of outputs. Further, DA-PFDA, in coordination with NEDA, shall be responsible for the monitoring and evaluation of the progress of the Study and approval of reports to ensure delivery of outputs as specified in Sections 2, 3, 4, 5 and 6 of this TOR;
- 10.2.3 Shall provide assistance in the coordination with other agencies related to the Study;
- 10.2.4 Shall warrant, with assistance from NEDA, that the Consulting Firm shall have free and unimpeded access to all lands and properties required for the effective execution of the services. Likewise, DA-PFDA shall be jointly responsible with NEDA for any damage to such land or any

property thereon resulting from such access (unless such damage is caused by the willful default or negligence of the Consulting Firm or its Staff);

- 10.2.5 Shall provide, upon the request of the Consulting Firm, available information/data and also, if available, copies of previous related studies subject to the execution of the Non-Disclosure Agreement, if necessary;
- 10.2.6 Shall report to NEDA the physical progress of the Study on a quarterly basis; and
- 10.2.7 Shall have the option to detail at least one (1) counterpart technical personnel to the Project for the purpose of on-the-job capacity building/technology transfer.

### **10.3 Consulting Firm**

- 10.3.1 Shall be responsible for the conduct of the Study and the timely delivery of results/outputs as indicated under Sections 2, 3, 4, 5 and 6 of this TOR;
- 10.3.2 Shall be responsible for the provision of necessary office space, which shall be within close proximity to NEDA, for their project staff as well as the Government's detailed personnel, including the necessary office equipment (i.e., computer, printers, office supplies, etc.) for the conduct of the Study. All equipment procured for the development of the Project shall be transferred to the Government by the end of the Project;
- 10.3.3 Shall shoulder all expenses required in the conduct of the Study, including travel costs and lodging of detailed Government personnel during field visits, except for their salaries;
- 10.3.4 Shall: (a) carry out the services with sound engineering theories and practices to ensure that the final works will provide the most economical and feasible development for the Study; (b) accept full responsibility for the consulting services to be performed under this TOR for which the Consulting Firm is liable to NEDA/DA-PFDA; (c) perform the work in an efficient and diligent manner and shall use its best effort to keep reimbursable costs down to the possible minimum without impairing the quality of services rendered; and (d) comply with, and strictly observe any laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other labor laws;
- 10.3.5 Shall: (a) keep accurate and systematic records and accounts in respect of the services in such form and detail as is customary and sufficient to establish accurately that the costs and expenditures under this TOR have been duly incurred; and (b) permit the duly authorized representatives of the Government from time to time to inspect its records and accounts as well as to audit the same;

- 10.3.6 Shall not assign nor sub-contract any part of the professional engineering services under this TOR to any person or firm, except with prior written consent of NEDA/DA-PFDA. The approval by the Government to the assignment of any part of said services or to the engagement by the Consulting Firm of sub-contractors to perform any part of the same shall not relieve the Consulting Firm of any obligations under this TOR;
- 10.3.7 Shall, during or after the conclusion or termination of the Study, limit its role under the Project to the provision of the services and hereby disqualifies itself and any other contractor, consulting engineer or manufacturer with which it is associated or affiliated, from the provision of goods and services other than the services herein, except as NEDA/DA-PFDA may otherwise agree;
- 10.3.8 Shall prohibit full-time foreign staff during his assignment under this TOR to engage, directly or indirectly, either in his name, or through the Consulting Firm, in any business or professional activities in the Philippines other than the performance of his duties or assignment under this TOR;
- 10.3.9 Shall not at any time communicate to any person or entity any information disclosed to them for the purpose of this services, nor shall the Consulting Firm make public any information as to the recommendations formulated in the course of or as a result of the services, except with prior consent of NEDA/DA-PFDA;
- 10.3.10 Shall agree that nothing contained herein shall be construed as establishing or creating between the Government and the Consulting Firm, the relationship of employer and employee or principal and agent, it being understood that the position of the Consulting Firm and anyone else performing the services is that of an independent contractor;
- 10.3.11 Shall hold the Government free from any and all liabilities, suits, actions, demands, or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by said personnel incident to or in connection with the services under this TOR. The Consulting Firm shall agree to indemnify, protect and defend at its own expense the Government and its agents from and against all actions, claims and liabilities arising out of acts done by the Consulting Firm or its staff in the performance of the services, including the use of, or violation of any copyrighted materials, patented invention, article or appliance;
- 10.3.12 Shall provide on-the-job capacity building/technology transfer to the Government's personnel detailed to the Project.

## 11. MODE OF PROCUREMENT AND APPROVED BUDGET FOR THE CONTRACT (ABC)

- 11.1 The procurement of the consulting services for the F/S updating shall be through competitive public bidding. The ABC for the proposed Study is **FIFTEEN MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-FIVE AND 00/100 PESOS (PhP15,478,845.00)**, inclusive of all applicable Government taxes and charges, professional fees, and other incidental and administrative costs which shall be paid on a reimbursement basis (e.g., travel expenses, communication expenses, office supplies, office space, and other expenses deemed necessary for the project as certified by the Executing Agency). Attached, as **Annex C**, is the breakdown of the ABC.
- 11.2 Note that this consulting contract shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the Government.
- 11.3 All equipment, materials, etc., acquired for the Study shall be turned over to NEDA at the conclusion of the Study.

## 12. PAYMENT SCHEME/SCHEDULE

- 12.1 Billing for *reimbursable items* may be requested not more than once a month based on the *actual expenses incurred* and supported by *official receipts/documents*, including the monthly progress reports.

In the absence of *official receipts/documents* when claiming for *reimbursable costs*, the Consulting Firm may also be allowed to submit a *certification of actual disbursements made under oath*.

- 12.2 Billing for *non-reimbursable items, including professional fees*, shall be in accordance with the following delivery schedule and subject to the usual Government accounting and auditing requirements:

Description	Payment
Upon acceptance of the Inception Report	10%
Upon acceptance of the Interim Report	25%
Upon acceptance of the Draft Final Report	35%
Upon acceptance of the Final Report	30%

- 12.3 The Consulting Firm may also be allowed to submit its own payment schemes for the remuneration component only subject to compliance with existing regulations/laws.
- 12.4 An advance payment shall be made to cover mobilization costs, but shall not exceed 15 percent of the contract amount, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to NEDA and of an equal amount to the advance payment. The advance payment shall be repaid by the Consulting Firm by deducting from his subsequent billings/payments such sum as

agreed upon during contract negotiations until fully liquidated within the duration of the contract.

- 12.5 Since all of these payments shall be subject to the usual government accounting and auditing requirements. The Consulting Firm is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).

### **13. RETENTION PAYMENT**

- 13.1 A retention payment of ten (10) percent shall be withheld. It shall be based on the total amount due to the Consulting Firm prior to any deduction and shall be retained from every progress payment until 50 percent of the value of Study, as determined by NEDA, is completed. If, after 50 percent completion, the Study is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten (10) percent retention shall be imposed.
- 13.2 The total “retention money” shall be due for release upon approval of the Final Report. The Consulting Firm may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to NEDA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of NEDA shall be valid for the duration of the contract.

### **14. LIQUIDATED DAMAGES**

- 14.1 Where the Consulting Firm refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Consulting Firm shall pay NEDA for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. Should the amount of liquidated damages reaches 15 percent of the contract amount, NEDA shall at its own discretion terminate the contract without prejudice to any further action it may take to recover whatever losses incurred due to non-performance of the Consulting Firm.
- 14.2 To be entitled to such liquidated damages, NEDA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the Consulting Firm under the contract and/or collect such liquidated damages from the retention money or other securities posted by the Consulting Firm whichever is convenient to NEDA.

## ANNEX A

### UPDATING OF THE F/S OF THE NATIONWIDE FISH PORTS PROJECT

The Consulting Services shall be undertaken over a period of six (6) months as shown below:

EXPECTED OUTPUTS	Months					
	1	2	3	4	5	6
Inception Report and WFP						
Monthly Progress Reports						
Interim Report						
Draft Final Report						
Final Report						



## ANNEX B

### CRITERIA FOR SHORTLISTING

	RATING FACTOR	POINTS/WEIGHT
<b>I</b>	<b>Applicable Experience of the Firm</b> <ul style="list-style-type: none"> <li>▪ Completed consulting services of size, complexity and technical specialty comparable (similar/relevant) to the job under consideration, including quality of performance</li> <li>▪ Other completed consulting services related to the job under consideration</li> <li>▪ Known cases of prior performance, including quality of work conforming to obligations and cost of services</li> </ul>	<b>30</b>
<b>II</b>	<b>Qualification of Key/Organic Personnel who may be Assigned to the Project</b>	<b>50</b>
<b>III</b>	<b>Job Capacity</b> <ul style="list-style-type: none"> <li>▪ Absorptive capacity to do additional works other than those currently being undertaken</li> </ul>	<b>20</b>
	<b>Total</b>	<b>100</b>

*Note: Similar contracts are those for the conduct of pre-F/S or F/S for the same nature/type of project under the same specific sub-sector. Relevant contracts, on the other hand, are those for the conduct of pre-F/S or F/S for projects of a different nature/type but under the same general sector. Detailed engineering, advisory services and/or other kinds of study outside of a pre-F/S or F/S, for the same nature/type of project under the same specific sub-sector, are also considered “relevant”.*

## ANNEX C

<b>UPDATING of the FEASIBILITY STUDY (F/S) of the NATIONWIDE FISH PORTS PROJECT</b>  <b>APPROVED BUDGET for the CONTRACT (ABC)</b>	
<b>PARTICULARS</b>	<b>AMOUNT (Php)</b>
<b>A. RENUMERATION</b>	<b>9,306,000.00</b>
Team Leader/ Project Manager	
Technical/ Fisheries Resource Experts	
Socio-Economist/ Financial Expert	
Port Planner/ Civil Engineer	
Mechanical/ Plant Engineer	
Survey Assistant	
Administrative Staff (Admin. Officer, CAD Operator and Encoder)	
<b>B. REIMBURSABLE EXPENSES</b>	<b>5,878,900.00</b>
B-1 Field Per Diems	(room costs, subsistence allowance and other similar field expenses)
B-2 Field Travel Expenses	(airplane fares, vehicle rentals, airport fees and taxi fares)
B-3 Other Cost	(office equipment and furniture, office running cost such as office supplies, sundries/communication, reproduction of documents, meetings, office space and utilities)
B-4 Geotechnical Investigation	
B-5 Technical Survey	
<b>C. CONTINGENCY (5% of B)</b>	<b>293,945.00</b>
<b>GRAND TOTAL</b>	<b>15,478,845.00</b>