

Terms of Reference (TOR) for the Feasibility Study of the Regional Fish Port Project for the Greater Capital Region
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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 F/S of the Regional Fish Port Project for the Greater Capital Region (GCR) 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.

1.2 Relevant Country/Sector Context

The Project is consistent with DA's major programs/projects/activities (PPAs). It Project intends to contribute to sectoral outcomes of the 2011-2016 Philippine Development Plan (PDP) Mid-term Update 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

The Philippines ranked 7th among the top fish producing countries in the world in 2012. Based on the recent national account estimates (2014), fisheries sector contributes 19.6 percent of the total Gross Value-Added (GVA) in agriculture and 1.8 percent in the total Gross Domestic Product (GDP). However, since 2010, its economic contribution has been declining.¹ The total volume of fish production declined by about 3% per annum (2010-2013).²

All of the country's main fish species and marine organisms are showing signs of overfishing and coastal habitats are showing signs of degradation because of multiple human activities taking place in coastal areas.³ 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 GVA has been erratic,

¹ <http://www.nscb.gov.ph>

² 2013 Philippine Fisheries Profile, BFAR

³ <http://www.fao.org>

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 damage to agriculture and fisheries.

It is, therefore, the responsibility of the DA-PFDA to provide efficient and innovative fishery post-harvest facilities to adequately preserve and maintain the freshness of the country's valuable fishery resources.

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 of the country. These ports cater to the requirements of the commercial fishery sector. 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 municipal fish ports and ice plants established nationwide that serve to sustain the livelihood of fishermen. To date, DA-PFDA has constructed a total of 85 municipal fish ports and 74 ice plants.

1.4 Related Projects/Programs

1.4.1 As of October 2015, the Aquino administration had already committed the following programs:

Disbursement Acceleration Program (DAP)	5 Municipal Fish Ports
2014 Supplemental Appropriations	10 Municipal Fish Ports
Bottom-Up Budget (BUB)	5 Municipal Fish Ports 2 Ice Plants and Cold Storages
PAMANA	1 Municipal Fish Port

1.4.2 Feasibility Study for the Proposed Upgrading and Rehabilitation Project at the Navotas Fish Port Complex, Revised 2011; and,

1.4.3 Ongoing conduct of F/S for the Nationwide Fish Port Project.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall Objective of the Study

The Study aims to identify the most viable site for the regional fish port in the GCR and prepare the F/S thereof.

The Study shall ensure that value engineering/value analysis (VE/VA)⁴ is undertaken with regard to the selection of the best possible implementation/project options/configurations for the Project or components of the Project, to ensure that the best scheme for delivering the Project's intended outputs will be selected, as articulated in the *Scope of Works* under Section 4 below.

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 for the identified location of the regional fish port for the GCR with the best financing scheme/alternatives/configurations/technologies considered, among others, including the preliminary project design.

3. PROJECT DESCRIPTION

3.1 Project Background

The Navotas Fish Port Complex (NFPC), the premier fishing port and fish market complex of the PFDA, was constructed four (4) decades ago (August 1976), through a loan from the Asian Development Bank (ADB).

In April 2003, DA endorsed to NEDA the proposal of the PFDA for the preparation of F/S to rehabilitate the NFPC under the grant assistance of the Korea International Cooperation Agency (KOICA). However, it was not considered by KOICA.

The proposed F/S was pursued in January 2007 through a grant from the People's Republic of China (PROC). The F/S was then submitted to NEDA for approval by the Investment Coordination Committee (ICC) under the China Eximbank's preferential buyer's credit. The China Projects Oversight Panel (CPOP) issued a clearance for the project on July 3, 2009. Since projects proposed for Chinese funding then were put on hold, the ICC approval of the Upgrading and Rehabilitation of the NFPC had expired.

The proposal was taken up anew in the NEDA Board meeting on September 18, 2012. The Board deferred approval and gave directive "to re-evaluate the implementation of the project in its present site and consider that the entire city is prone to flooding and consider the viability of alternative sites." The PFDA conducted alternative site selection studies in lieu of the directives. But due to site preference of the stakeholders, considering their investments, the DA and PFDA submitted report to the NEDA on the position to retain the fish port in Navotas City and pursue its rehabilitation and upgrading plan. The NEDA Secretariat again probed on the design, cost estimates, and required a life cycle cost analysis of the NFPC and alternative sites. Also, it was recommended that PFDA make

⁴ 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>.

representation to the Local Government Unit (LGU) on the proposed development plan for the NFPC.

On February 5, 2014, the ICC Technical Board decided to remove the project from the ICC pipeline for the time being, and instructed the DA-PFDA to coordinate with the PPP Center during its review/updating of the proposal to: (a) determine the most appropriate scheme to implement the project with the private sector, and (b) assess the best use of the area/determine the mix of land use that will give the highest benefit to the government (i.e. sole fishing port complex or multi-purpose complex).

Finally, in the recent updating of the Comprehensive and Integrated Infrastructure Program (CIIP), it was observed that the F/S for the Upgrading/Rehabilitation of the NFPC may require updating. In compliance with the above directives of the NEDA Board and ICC, PFDA is proposing the conduct of F/S of the Regional Fish Port Project for the GCR. Hence, this Terms of Reference (TOR).

3.2 Target Group and Beneficiaries

The Project would cater to the following beneficiaries in the GCR: fisherfolks, fishing vessel operators, fish brokers/traders, fish buyers/"viajeros", processors, ice plant cold storage operators, numerous fishery and agriculture support business operators, and the fish consumers in general.

4. SCOPE OF WORKS

The scope of works for the conduct of the F/S will include, but not necessarily be limited to, the following:

- 4.1 Revisit/review the NFPC which is currently serving as the regional fish port for the Metro Manila and its neighboring cities and municipalities, including the condition of existing facilities, present site, locators and operations, among others. The consultant should evaluate the viability of the current site and identify appropriate interventions to sustain and/or expand operations;
- 4.2 Identify at least five (5) alternative sites within the GCR (Metro Manila, Region III and Region IV-A) for the regional fish port that could handle the supply of fish in Metro Manila and its neighboring cities and municipalities;
- 4.3 Conduct VE/VA or options analysis on the present location of NFPC and the alternative sites and recommend the most viable site for the regional fish port for the Metro Manila and its surrounding cities and municipalities. Life cycle cost analysis should be undertaken on the sites;
- 4.4 Review the baseline figures/indicators relevant to the Project, and collect additional data/information necessary for the same;
- 4.5 Update the demand and supply for fishery products including the current situation and future outlook of fishing activity in the GCR;

- 4.6 Identify the necessary port facilities/infrastructure, prepare preliminary design that could withstand the impacts of climate change/hazard scenarios, and provide corresponding cost estimates;
- 4.7 Prepare basic design of post-harvest facilities to be Good Manufacturing Practices/Good Hygienic Practices (GMP/GHP) and/or Hazard Analysis and Critical Control Points (HACCP)-compliant, and to provide the corresponding cost estimates for said facility;
- 4.8 Prepare (a) a detailed implementation plan for the recommended site of the regional fish port, including budgetary requirements; and (b) operations and management plans, including Annual Maintenance Program;
- 4.9 Conduct technical, market, economic, financial, implementation/institutional, risk, environmental and social analyses to determine the viability of the Project;
- 4.10 The F/S shall determine the best possible implementation options (including financing scheme)/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 Value for Money (VfM) and lowest life cycle/whole-of-life cost;
- 4.11 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 Consultant shall provide the required office space for the Government counterparts.

5. TIMELINES AND DELIVERABLES

5.1 Commencement Date and Period of Implementation

The Study shall be completed within a period of four (4) months commencing from the date of receipt of the Notice to Proceed (NTP). Refer to **Annex A** for the table expected outputs.

5.2 Table of Deliverables

A detailed Work and Financial Plan shall be submitted by the Consulting Firm to DA-PFDA for review (copy furnished NEDA for monitoring purposes and payment processing) within seven (7) days from the date of commencement as indicated in the Notice to Proceed (NTP).

The deliverables for the subject study as enumerated below shall be submitted by the Consulting Firm for review in four (4) hard copies to DA-PFDA and two (2)

electronic copy to NEDA for monitoring purposes and payment processing. An electronic copy/soft copy of the same shall be submitted to DA-PFDA and NEDA.

Deliverable	Timeline
Inception Report and Work Plan	15 days from receipt of NTP
Monthly Progress Report	Monthly, within 7 calendar days from end of agreed month period
Interim Report	2 months from receipt of NTP
Draft Final Report	3 months from receipt of NTP
Final Report	4 months from receipt of NTP

The *Inception Report* shall include, among others, the approved Detailed Work and Financial Plan 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.

The *Monthly Progress Reports* shall include updates on the physical and financial accomplishments of each of the activities under the Work and Financial Plan, including the difficulties encountered and measures taken to overcome them.

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 including the result of the VE/VA or options analysis on the present location of NFPC and the alternative sites.

The *Draft Final Report*, which shall be submitted to DA-PFDA for final approval, will consist of the completed F/S.

6. EXPERTISE REQUIREMENTS

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

6.1.1 Project Manager / Team Leader

The Project Manager should have at least a Bachelor of Science (BS) Degree in any field, with at least ten (10) years of professional experience involving projects that are similar or relevant to this Study. At least three (3) projects of similar nature should have been undertaken as Project Manager/Team Leader.

The consultant shall be responsible for the overall coordination of the tasks for the study, approve all activities for the study, review and integrate all inputs of the team, submit all reports, facilitate meetings and stakeholders consultations, among others. Further, the consultant shall provide DA-PFDA all required support until the completion of the study.

6.1.2 Market Planner / Economist

The Market Planner / Economist should have at least Bachelor's Degree in the field of Economics, Finance, Marketing or equivalent, with at least five (5) years of professional experience in economic analysis and market assessment/studies.

The consultant shall be responsible for the following: (a) review and analysis of supply-demand; (b) determine the economic cost; (c) quantify economic benefits; (d) undertake cost benefit analysis; and (e) analyze economic sensitivity of the project to possible increase or decrease of cost/benefits, among others.

6.1.3 Financial Expert

The Financial Expert should have at least Bachelor's Degree, in the field of Commerce/Business Administration, Financial Management, Economics or equivalent, with at least 5 years of professional experience in conducting financial analysis.

The consultant shall be responsible for the following: (a) analysis of financing options; (b) identify possible sources of revenues to be generated and the cost operation of a project; (c) prepare financial projections such as statements of projected income and projected cash flow, and projected balance sheet; (d) determine financial viability of the project; (e) undertake sensitivity analysis of various factors affecting financial viability of the project, among others.

6.1.4 Port Planner / Civil Engineer

The Port Planner should be a licensed Civil Engineer, with at least 5 years of professional experience involving consultancy contracts that are similar or relevant to this Study. At least 3 projects of similar nature should have been undertaken.

The consultant shall be responsible for the following: (a) preparation of design criteria and preliminary design of the building structure and related structures; (b) cost estimation of building and related structures; (c) assessment of geotechnical conditions, planning, design and costing of civil works, including the review of unit prices; (d) investigation of present condition of the existing infrastructure facilities; (e) construction methods and preparation of basic plans and schedules, among others.

6.1.5 Plant / Mechanical Engineer

The Plant Engineer should be a licensed Mechanical Engineer, with at least 5 years of professional experience involving consultancy contracts that are similar or relevant to this Study. At least 3 projects of similar nature should have been undertaken.

The consultant shall be responsible for the following: (a) identify machinery and equipment and corresponding capacities for the project; (b) supervise design works and cost estimation; (c) prepare cost estimation of machineries and equipment, among others.

6.1.6 Environmental / Social Assessment Specialist

The Environmental/Social Assessment Specialist should have a Bachelor's Degree in Environmental or Social Science, or a degree in Environmental Engineering, with at least 5 years of professional experience in environmental and social screening/assessment.

The consultant shall be responsible for the following: (a) undertake environmental and social assessment, including stakeholder analysis to determine social acceptability of the project; and, (b) estimate the cost of environmental/social mitigation plan and capability of agency to implement the same.

- 6.2 Either the Team Leader or any Senior Specialist must have at least 5 years of work experience in VE/VA or options analysis and at least 5 years of work experience in risk analysis.

7. MODE OF PROCUREMENT AND CRITERIA FOR SELECTION

- 7.1. The mode of procurement shall be through public bidding.
- 7.2. Prospective Consulting Firms will be evaluated based on their previous contracts/engagements related to this TOR and will be rated based on the criteria shown in **Annex B** ("Criteria for Shortlisting"). Prospective bidders are required to submit the following:
- 7.2.1. Applicable Experience of the Firm (within the last 25 years);
- 7.2.2. Qualification of Official, Key Organic Personnel who may be assigned to the Project; and
- 7.2.3. Job Capacity.

Note:

Related experience/studies include previous contracts/services similar and relevant to this TOR (see Annex B for the definition of similar and relevant contracts/services). The Key Experts are requested to indicate: (1) their role in a specific project; (2) the exact duration that they have worked on the project as well as on their individual tasks (in months and years); and (3) a brief description of the tasks that they have carried out (such as experience in the conduct of VE/VA).

In case nominated key experts to be assigned to the Project are not official or organic personnel of the Consulting Firm, a notarized letter of commitment should be submitted for each personnel.

- 7.3. The Consulting Firm shall be selected using the *Quality-Cost Based Selection/Evaluation (QCBS/QCBE)* procedure under Republic Act (RA) No. 9184, or the Government Procurement Reform Act (GPRA), and its Revised Implementing Rules and Regulations (IRR) and shall be based on the following criteria: 80 percent Technical and 20 percent Financial.

8. SOURCE OF FUNDS

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

9. INSTITUTIONAL SET-UP/RESPONSIBILITIES

9.1 NEDA

- 9.1.1 Shall be the Executing Agency (i.e., representative of the Government in the Contract Agreement with the Consulting Firm);
- 9.1.2 Shall, through its NEDA Bids and Awards Committee (NBAC), be responsible for facilitating the bidding and tendering of the consultancy services in compliance with RA 9184 and its IRR with the Implementing Agency as end-user;
- 9.1.3 Shall be responsible for the disbursement of the fund for the conduct of the F/S once the contract becomes executed;
- 9.1.4 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;
- 9.1.5 Shall evaluate, in coordination with DA-PFDA, all request for payments/billings and determine the acceptability/correctness of the same;
- 9.1.6 Shall have the option to detail at least 1 counterpart technical personnel to the project for the purpose of on-the-job capacity building/technology transfer; and
- 9.1.7 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.

9.2 Implementing Agency: DA-PFDA

- 9.2.1 Shall be the beneficiary/end-user of the consultancy services;
- 9.2.2 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, 4, 5, and 6 of this TOR;

- 9.2.3 Shall provide assistance in the coordination with other agencies related to the study;
- 9.2.4 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;
- 9.2.5 Shall evaluate and endorse to NEDA the acceptability and correctness of the deliverables and request for payments/billings, within 7 calendar days from receipt thereof, for the purposes of fund release/payment to the Consulting Firm;
- 9.2.6 Shall have the option to detail at least 1 counterpart technical personnel to the project for the purpose of on-the-job capacity building/technology transfer.

9.3 Consulting Firm

- 9.3.1 Shall be responsible for the conduct of the study and the timely delivery of results/outputs as indicated under Sections 2, 5, 6 and 7 of this TOR;
- 9.3.2 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;
- 9.3.3 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;
- 9.3.4 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 consultancy 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;
- 9.3.5 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;

- 9.3.6 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;
- 9.3.7 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;
- 9.3.8 Shall prohibit full-time foreign staff during his/her assignment under this TOR to engage, directly or indirectly, either in his/her name, or through the Consulting Firm, in any business or professional activities in the Philippines other than the performance of his/her duties or assignment under this TOR;
- 9.3.9 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;
- 9.3.10 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;
- 9.3.11 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;
- 9.3.12 Shall provide on-the-job capacity building/technology transfer to the Government's personnel detailed to the project.

10. APPROVED BUDGET FOR THE CONTRACT

The ABC for the proposed Study is **TWELVE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED FIVE PESOS (P 12,635,305.00)** 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.

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. PAYMENT SCHEME/SCHEDULE

- 11.1 The monthly progress reports shall be the basis for payment of reimbursable items. Billing for the *reimbursable items* may be requested not more than once a month based on the *actual expenses incurred* and supported by *official receipts/documents*.

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*.

- 11.2 Billing for *non-reimbursable items, including professional fees*, shall be in accordance with the following delivery schedule:

Description	% of total non-reimbursable cost
Upon acceptance of the Inception Report	10%
Upon acceptance of Interim Report	25%
Upon acceptance of the Draft Final Report	35%
Upon acceptance of the Final Report	30%

- 11.3 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.
- 11.4 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 its subsequent billings/payments such sum as agreed upon during contract negotiations until fully liquidated within the duration of the contract.

12. RETENTION PAYMENT

- 12.1 A retention payment of ten (10) percent shall be made by the Consulting Firm. 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, are 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.
- 12.2 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.

13. LIQUIDATED DAMAGES

- 13.1 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 thereby in default under the contract, the Consultant 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 reach ten percent (10%) 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.*
- 13.2 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 to the Consultant under the contract and/or collect such liquidated damages from the retention money or other securities posted by the contractor whichever is convenient to NEDA.

ANNEX A

The consultancy services will be undertaken over a period of four (4) months as shown below:

EXPECTED OUTPUTS	Months															
	1				2				3				4			
Draft Inception Report and Work Plan																
Progress Report																
Interim Report																
Draft Final Report																
Final Report																

ANNEX B

CRITERIA FOR SHORTLISTING

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

Note:

Similar contracts/services are those for the conduct of pre-feasibility study (F/S), F/S or value engineering/value analysis (VE/VA) for fish ports, seaports catering to cargoes or post-harvest facilities in the fisheries subsector.

Relevant contracts/services are those for:

- (a) the conduct of pre-F/S, F/S or VE/VA , detailed engineering, advisory services or related studies/services conducted for projects in other transport subsectors concerning freight and logistics;
- (b) detailed engineering, advisory services, other related studies/services or components of an F/S (e.g., demand forecast, economic, financial, etc.) for fish ports, seaports or post-harvest facilities in the fisheries subsector; or,
- (c) construction supervision, civil works or operations and maintenance (O&M) of projects pertaining to fish ports, seaports catering to cargoes or post-harvest facilities in the fisheries subsector.

ANNEX C

Feasibility Study of the Regional Fish Port Project for the Greater Capital Region (GCR) APPROVED BUDGET for the CONTRACT (ABC)		
PARTICULARS		AMOUNT (PhP)
A. RENUMERATION		6,520,000.00
Project Manager/Project Manager		
Market Planner/ Economist		
Financial Expert		
Port Planner/Civil Engineer		
Plant/Mechanical Engineer		
Environmental / Social Assessment Specialist		
Survey Assistant		
Administrative Staff (Admin. Officer, CAD Operator and Encoder)		
B. REIMBURSABLE EXPENSES		6,115,305.00
Travel Expenses	(room costs, subsistence allowance, vehicle rentals and taxi fares, among others)	
Office Rental/Equipment/Supplies	(office equipment and furniture, office running cost such as office supplies, sundries/communication, reproduction of documents, meetings, office space and utilities, among others)	
Geotechnical Investigation	(transport of drilling team and equipment, equipment set-up, drilling, offshore platform, laboratory testing and geotechnical report on the NFPC and 5 alternative sites, among others)	
Technical Surveys	(transport of drilling team and equipment, topographic survey, hydrographic survey and survey report on the NFPC and 5 alternative sites, among others)	
GRAND TOTAL		12,635,305.00