

<b>Terms of Reference (TOR)</b> <b>for the Feasibility Study for the Pasig River Ferry System Project</b>
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## 1. BACKGROUND/RATIONALE

### *The Pasig River*

The Pasig River traverses approximately 25 kilometers cutting across five (5) cities in Metro Manila. It also connects two (2) major big bodies of water, namely, Laguna de Bay at the east side and Manila Bay at the western side of the river. It is said that Metro Manila has been founded and developed along the banks of the Pasig River, and has ever since considered to be a driver of economic growth linking neighboring cities and providing people with alternate transportation route.

However, over the years, the Pasig River has increasingly become polluted due to the huge amount of wastes continuously being dumped into the river due to industrial growth and the increasing informal settlers along the river banks. In addition, heavy siltation of the river also affected the navigability of the river. In its efforts to address the problem, the National Government (NG) established the Pasig River Rehabilitation Commission (PRRC) in 1999 through Executive Order (EO) 54, s. 1999. PRRC is mandated to take the lead in the rehabilitation of the river for transportation, recreation and tourism purposes.

### The Pasig River Ferry System

The Pasig River ferry service system is currently being operated and managed by the Metro Manila Development Authority (MMDA). The ferry network has 12 stations in operation. The 1st route extends from Plaza Mexico Station in Intramuros, Manila to Pinagbuhatan, Pasig; while the 2nd route stretches from Guadalupe Station to Maybunga Station in Marikina. The table below shows a summary of the distances and travel time between the existing stations.

<b>DISTANCE AND TRAVEL TIME BETWEEN STATIONS</b>			
<i>FERRY STATIONS</i>	<i>DISTANCE BET. STATIONS (Km.)</i>	<i>TRAVEL TIME (in minutes)</i>	<i>FERRY STATIONS</i>
STATION 1 : PLAZA MEXICO	0.31	3	STATION 2 : ESCOLTA
STATION 2 : ESCOLTA	0.48	4	STATION 3 : LAWTON
STATION 3 : LAWTON	3.81	15	STATION 4 : P.U.P.
STATION 4 : P.U.P.	2.84	8	STATION 5 : STA. ANA
STATION 5 : STA. ANA	0.92	3	STATION 6 : LAMBINGAN
STATION 6 : LAMBINGAN	2.16	5	STATION 7 : VALENZUELA
STATION 7 : VALENZUELA	1.10	4	STATION 8 : HULO
STATION 8 : HULO	1.57	5	STATION 9 : GUADALUPE
STATION 9 : GUADALUPE	3.32	20	STATION 10 : SAN JUAQUIN
STATION 10 : SAN JOAQUIN	4.38	18	STATION 11 : PINAGBUHATAN
<b>TOTAL DISTANCE 20.89 Kms. (from Station 1 to Station 11)</b>			
<i>FERRY STATIONS</i>			
STATION 9 : GUADALUPE	5.47	26	STATION 12 : MAYBUNGA
<b>TOTAL DISTANCE 26.36 Kms. (from Plaza Mexico Station to Maybunga Station)</b>			

Given the growing traffic situation and air pollution in Metro Manila and its surrounding areas, as well as the lack of connectivity among transport systems, the National Government (NG) is currently looking into maximizing the utilization of the existing Pasig River Ferry Service and extending its services to the Manila Bay and Laguna de Bay areas as an alternative mode of transportation for commuters, especially for those coming from the east side of the Metro to reach specific destinations within the cities of Manila, Mandaluyong, Pasig, Taguig, Marikina and Quezon City.

The Department of Budget and Management (DBM) has taken the lead in initiating the establishment of the Pasig River Ferry Convergence Program, which aims to ensure that the concerned agencies' efforts/programs/plans are harmonized/streamlined towards the common goal of maximizing the sustainable utilization of these bodies of water as a central corridor for transport as well as disaster risk reduction and response management. The Convergence Program was identified in the Budget Call as one of the priority programs of the Economic Development Cabinet Cluster. The President also identified the Ferry Service as a priority project in his 2016 State of the Nation Address.

The Convergence Program aims to rehabilitate/improve the existing Pasig River ferry service system focusing on the intra-city connectivity within Metro Manila to help mitigate traffic congestion and air pollution in said region. It also aims to establish more ferry terminals along the existing route, as well as to expand the existing ferry service in the Manila Bay and Laguna Lake areas to improve regional connectivity across the regions of Rizal, Cavite, Bulacan, among others.

In addition, the ferry service system also aims to serve as a lifeline during disaster events by utilizing the same for transporting people and relief goods.

Towards this end, NEDA will procure the services of Consultants to undertake the feasibility study (F/S) of the Pasig Ferry System Project to be funded using Project Development and other Related Studies (PDRS) Fund, which is provided for under the 2018 General Appropriations Act (GAA) for 2018. NEDA shall be the Executing Agency while the Department of Transportation (DOTr) shall be the Implementing Agency.

## 2. **OBJECTIVE**

The Study is being undertaken to determine the viability of the Pasig River Ferry System Project with the end-view of improving, not only intra-city connectivity within Metro Manila, but also regional connectivity amongst Rizal, Cavite, Bulacan, Laguna, and Bataan, while at the same time, mitigating traffic congestion and air pollution in said regions.

Specifically, the study will look at the economic, financial, social, technical, environmental, and institutional aspects of the project.

## 3. **EXPECTED OUTPUT**

By the end of the contract period of four (4) months, the Consulting Firm is expected to submit a Final Report on the F/S for the Pasig–Marikina River Ferry System Service as a stand-alone component, and recommendations/strategies, in the form of a master development plan, on the expansion/integration of the Ferry Service System to include Manila Bay and Laguna de Bay areas.

#### 4. SCOPE OF WORK

The Consulting Firm shall undertake the following activities, in close coordination with the technical working group (TWG) established under the Convergence Program, to be able to deliver said outputs of the Study but shall not necessarily be limited to the following:

##### 4.1. On the Technical Aspect

- 4.1.1 Conduct a detailed assessment of the existing infrastructure facilities, i.e., ferry stations, service fleets, as well as the current operation and maintenance of the ferry system taking into consideration safety and security measures;
- 4.1.2 Conduct primary data gathering (e.g., rapid origin-destination assessment) for the Laguna de Bay and Manila Bay area to determine the optimal location and size of the transfer stations;
- 4.1.3 Based on primary (specifically for the Laguna de Bay and Manila Bay areas) and secondary data gathered (e.g., market study and origin-destination surveys specifically for Pasig-Marikina River) from ongoing/recently completed studies, such as the Philippine Transport System Master Plan and the Roadmap for Transport Infrastructure Development for Metro Manila and its Surrounding Areas), determine/validate the optimum number and the proposed locations of the ferry stations/terminals identified by the TWG (*please refer to Annex A for the proposed/existing ferry stations locations*), including the accessibility of the stations, taking into consideration safety and security measures, the interconnectivity of the entire ferry system, and seamless transfer of passengers and integration of the system to other modes of transport;
- 4.1.4 Based on primary and secondary data (from various government agencies), determine the technical viability of the station locations and operational viability of the ferry system itself taking into consideration, among others, the hydrological/river flow and geotechnical aspects; and
- 4.1.5 Determine/validate the optimum number/fleet requirements, and types and configuration of service fleets to be acquired based on the projected traffic demand and condition of the river.

##### 4.2. On the Economic and Financial Aspects

- 4.2.1. Conduct the economic and financial analyses of the project based on primary (specifically for the Laguna de Bay and Manila Bay areas) and secondary data gathered (market study, including passenger origin and destination surveys, willingness-to-pay, etc.) from ongoing/recently completed studies, e.g., PTSMP, Roadmap for Transport Infrastructure Development for Metro Manila and its Surrounding Areas, etc.;
- 4.2.2. Under the guidance of the Project Steering Committee (PSC) and TWG of the Convergence Program, validate/assess the financial viability of the delivery options(s)/scenario(s) proposed/identified by the PSC and provide recommendations thereafter (Note that while the PSC may have already identified delivery options, the Consultants may still present other alternative

options for the investment and/or operation of the stations and/or the ferries/vessels for consideration of the PSC, e.g., through PPP or hybrid PPP).

*Note: The Consultants should conduct value for money (VfM) analysis when studying the PPP option/s. The proposed delivery options should take into consideration, among others, the project's bankability for the private partner and at the same time look into how these options may optimize the project's economic impact.*

- 4.2.3. Validate/conduct an analysis of the fare structure and terminal fees and charges taking into consideration of the proposed delivery options and the results of the willingness-to-pay surveys, among other factors; and
- 4.2.4. Validate/prepare the base case project cost estimates for the capital expenditures (CAPEX) and operations and maintenance (O&M) covering the proposed construction of new ferry stations/rehabilitation of existing stations and procurement/rehabilitation of service fleets, land acquisition, taxes and the required contingencies, among others.

#### 4.3. **Legal and Institutional Aspects of the Project**

- 4.3.1 Based on the identified/proposed delivery options, prepare the corresponding appropriate institutional arrangements, taking into consideration the mandates of and existing policies being implemented by the member-agencies of the Convergence Program and roles of the private sector and other concerned stakeholders (particularly the role of the local government units where the stations are/proposed to be located);
- 4.3.2 Under the guidance of the PSC and coordination of the TWG, ensure that the proposed institutional arrangements are compliant with existing laws, rules and regulations;
- 4.3.3 Develop/provide details of the legal structure of the proposed project delivery options; and

*Note: Based on the value-for-money analysis on which PPP structure/option (amongst the various PPP options considered) is the best alternative, the Consultant should likewise prepare the Bidding Documents, including bid parameters, KPIs and MPSS (in coordination with other experts in the team), and draft Concession Agreement for the recommended PPP .*

- 4.3.4 Provide assistance and recommend strategies on how to resolve legal issues that may possibly arise from the environmental and social aspects of the project, e.g., resettlement issues, recovery of easement along the river banks, etc.

#### 4.4. **Environmental and Social Safeguards**

- 4.4.1 Prepare/review, as necessary, the Initial Environment Examination (IEE) and social risk assessment and analyses, taking into account that all aspects related

to environmental and social safeguards, and necessary mitigation measures are considered;

- 4.4.2 Update/conduct a climate and disaster risk vulnerability assessment, identifying potential threats and risks due to climate and geo-hazard situations/conditions in the covered/service areas;
- 4.4.3 Update/prepare an appropriate poverty reduction and social strategy framework (e.g., gender action plans and resettlement plans, etc.) with recommendations for involuntary resettlement and gender safeguards in accordance with the requirements in the Philippines;

## 5. TIMELINES AND DELIVERABLES

### 5.1 Commencement Date & 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). Please refer to **Annex B** for the indicative timeline of the Study.

Monthly meetings will be convened to track the progress of the study vis-à-vis the timelines of deliverables.

### 5.2 Table of Deliverables

A *detailed Work and Financial Plan* (WFP) shall be submitted by the Consulting Firm to the implementing agency for review (copy furnished NEDA for monitoring purposes and payment processing) within **15 days** from the date of commencement as indicated in the NTP.

The deliverables for the Study as enumerated below shall be prepared by the Consulting Firm and shall be cleared by Team Leader.

Subsequently, the Consulting Firm shall submit 12 hard copies of the deliverables to NEDA for review of concerned entities. Electronic/soft copies of the deliverable documents shall also be submitted to DOTr and NEDA.

Output/Deliverable	Timeline
Draft Inception Report with the approved WFP	Within three (3) weeks from receipt of NTP.
Final Inception Report	Within one (1) week after the receipt of the comments/recommendations of the EA.
Draft Interim Report	Within eight (8) weeks from receipt of NTP.
Final Interim Report	Within one (1) week after the receipt of the comments/recommendations of the EA.
Draft Final Report (including draft bid documents and draft CA)	Within 13 weeks from receipt of NTP.

Output/Deliverable	Timeline
Final Report	Within two (2) weeks after the receipt of the comments/recommendations of the EA.

Note: It is noted that while the commencement of activities is anchored on the receipt of NTP, a turnaround period on submission of deliverables is considered in the timeline.

- 5.2.1 The *Inception Report and Work and Financial Plan*, which shall be submitted to NEDA for approval, shall include the detailed work program for the scope of work, a detailed schedule for all work, including field work related to applicable tasks.

The Inception Report shall include provisions pertaining to the fulfillment of the Study conditions listed in this TOR as well as approaches and methodologies to be utilized in the development of the study.

- 5.2.2 The *Final Report*, which shall be submitted one (1) week after the receipt of the evaluation/comments of the Draft Final Report. The report should contain all pertinent findings concerning the scope of works of the projects as described in Section 4 of this TOR.

## 6. EXPERTISE REQUIREMENTS AND QUALIFICATIONS

The Consultancy Firm shall have at least ten (10) years of experience in the consulting industry, with minimum four (4) years actual engagements/services rendered in similar/relevant studies<sup>1</sup> within the last 20 years. The Consulting Firm shall provide the following minimum experts and corresponding minimum man-months:<sup>2</sup>

### 6.1 Team Leader

- at least a Bachelor's Degree, or its equivalent, in Civil Engineering or related fields;
- minimum ten (10) years related experience in the water transport sector with at least 36 man-months of actual expert services in the last 20 years, e.g., maritime transportation and inland waterways planning/development; and
- with experience as Team Leader/Project Manager of at least three (3) similar/relevant project/undertaking.

<sup>1</sup> Similar Experience - This shall be defined as previous accomplishments/contracts with scope of works involving the conduct of pre-F/S, F/S, or Value Engineering/Value Analysis (VE/VA) for inland waterways/transportation development, inland navigation transportation system, maritime transportation, urban ferry development.

Relevant Experience - This shall be defined as previous accomplishments/contracts with scope of works involving (i) 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 public transportation development; (ii) components of an F/S (e.g., demand forecast, economic, financial, etc.) for transportation subsectors; and (iii) construction, supervision, civil works or operations and maintenance (O&M) of projects pertaining to public transportation development.

<sup>2</sup> The shortlisted consultancy firms are not precluded from making adjustments to the identified man-months, provided that the output is delivered and adjustments are commensurate with or consistent to the proposed approach and methodology approved by NEDA.

- 6.2 Transport Planner/Modeler (1)
- at least a Bachelor's Degree in Civil Engineering or related fields; and
  - minimum seven (7) years of related/professional experience in conducting network transport analysis, particularly in maritime transportation, with at least 24 man-months of actual expert services in the last 15 years.
- 6.3 Environmental Planner (1)
- at least a Bachelor's Degree in Environmental Planning and Management or related fields; and
  - minimum seven (7) years of related/professional experience in environmental planning (e.g., particularly related to inland waterways planning/development) with at least 24 man-months of actual expert services in the last 15 years.
- 6.4 Architect (1)
- at least a Bachelor's Degree in Architecture; and
  - minimum four (7) years of related/professional experience in designing ferry terminal facilities/stations/buildings with at least 24 man-months of actual expert services in the last 15 years.
- 6.5 Landscape Architect (1)
- at least a Bachelor's Degree in Architecture; and
  - minimum four (7) years of related/professional experience in site planning, environmental restoration, recreation planning, among others, with at least 24 man-months of actual expert services in the last 15 years.
- 6.6 Financial Specialist (1)
- at least a Bachelor's Degree in the field of Finance, Marketing, Economics or equivalent; and
  - minimum seven (7) years related/professional experience in financial analysis and conduct of feasibility studies with at least 24 man-months of actual expert services in the last 15 years, i.e., in financial modeling, value for money analysis, project costing and revenue forecast, project structuring, and risk analysis, allocation and management, among others.
- 6.7 PPP Specialist (1)
- at least a Bachelor's Degree in the field of Finance, Marketing, Economics or equivalent; and
  - minimum seven (7) years related experience in financial analysis and modelling, risk analysis, conduct of feasibility studies and structuring of PPP projects, with at least 24 man-months of actual expert services in the last 20 years; and
  - with experience as Finance/PPP Specialist for at least two (2) similar/relevant projects/undertakings, with at least one (1) under the PPP mode.
- 6.8 Transport Economist (2)
- at least a Bachelor's Degree in the field of Economics, Finance, Marketing or equivalent; and
  - minimum seven (7) years of related/professional experience in conducting economic analysis and market assessment/studies with at least 24 man-months of actual expert services in the last 15 years.
- 6.9 Civil/Structural Engineer (2)
- at least a Bachelor's Degree in the field of Civil Engineering or equivalent; and

- minimum seven (7) years of related/professional experience with at least 24 man-months of actual expert services in last 15 years in detailed design and construction of ferry terminals and associated facilities compliant with maritime industry standard/requirements.
- 6.10 Geotechnical Engineer (2)
- at least a Bachelor's Degree in the field of Civil Engineering or equivalent; and
  - minimum seven (7) years of related/professional experience with at least 24 man-months of actual expert services in last 15 years in soil mechanics analysis and foundation design of ferry stations.
- 6.11 Hydrologist (2)
- at least a Bachelor's Degree in the field of Civil Engineering or equivalent; and
  - minimum seven (7) years of related/professional experience with at least 24 man-months of actual expert services in last 15 years in hydrologic analysis along ferry alignment.
- 6.12 Cost Engineer (2)
- at least a Bachelor's Degree in the field of Civil Engineering or equivalent; and
  - minimum seven (7) years of related/professional experience with at least 24 man-months of actual expert services in last 15 years in detailed design, construction and cost estimation of estimation of ferry terminals and associated facilities compliant with maritime industry standard/requirements.
- 6.13 Environmental/Social Expert (2)
- at least a Bachelor's Degree in the field of Environmental Science/Engineering or equivalent; and
  - minimum seven (7) years of related/professional experience with at least 24 man-months of actual expert services in the last 15 years in conducting environmental impact assessment and safeguard planning of similar/relevant projects, among others.
- 6.14 Legal/Institutional Expert (2)
- at least a Bachelor's Degree, or its equivalent, in Law, Public Administration, Political Science, or related fields;
  - minimum five (7) years related experience in public sector policies and institutional assessment, procurement, and preparing bidding documents for public/PPP projects, with at least 24 man-months of actual expert services in the last 20 years; and
  - with experience as Legal/Institutional Specialist or any related technical expertise for at least two (2) similar/relevant projects/undertakings (with at least one under the PPP mode).
- 6.15 The Consulting Firm may also hire, as it deems necessary and at its own expense, additional experts to ensure the quality and timely delivery of the scope of work of the consultancy service, and/or support staff to undertake administrative and/or logistical functions, as well as research work and/or technical writing, among others, provided that the total contract cost does not exceed the ABC and that realignment of budget between reimbursable and remuneration expenses is limited to  $\pm 20$  percent.



## 7. **SELECTION CRITERIA FOR SHORTLISTING**

- 7.1 Prospective bidders shall follow the guidelines in the preparation of eligibility requirements as stipulated in section 24.1 and 24.2 of the Revised Implementing Rules and Regulations (IRR) of the Government Procurement Reform Act (GPRA).
- 7.2 Participating consultancy firms shall be shortlisted based on the following criteria:
  - 7.2.1 Experience and capability of the firm;
  - 7.2.2 Qualification of personnel who may be assigned to the undertaking<sup>3</sup>; and; and
  - 7.2.3 Financial/Job capacity<sup>4</sup>.
- 7.3 Eligible Consultants should pass the hurdle score of 70 out of 100 points to be considered shortlisted in order to participate in this procurement activity. The points/weights of the criteria for shortlisting are shown in Annex C (Criteria for Shortlisting).

## 8. **SELECTION CRITERIA FOR PROPOSALS**

- 8.1 Prospective bidders shall follow the bidding documents and guideline in the submission of proposals/bids as stipulated in Section 25 of the Revised IRR of the GPRA.
- 8.2 Shortlisted bidders shall be evaluated using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure GPRA and its Revised IRR at eighty percent (80%) for the Technical Proposal and twenty percent (20%) for the financial proposal.
- 8.3 The technical proposals of the shortlisted firms shall be evaluated based on the criteria stated in Annex D (Criteria for Technical Evaluation).

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

### 9.1 **Executing Agency (EA)/NEDA**

- 9.1.1. Shall be the Executing Agency (i.e. representative of the Government in the Contract Agreement with the consultant);
- 9.1.2. Shall be responsible for contract implementation and management, including ensuring the quality of outputs in coordination with the PSC/TWG of the Convergence Program. Further, NEDA shall be responsible for the monitoring and evaluation of the progress of the Study to ensure delivery of outputs as specified in this TOR;
- 9.1.3. Shall provide assistance in coordination with other agencies related to the Study;
- 9.1.4. Shall provide the Consulting Firm necessary/available information/data (i.e., relevant written/published documents, that are in possession of NEDA and other NGAs, it can get hold of) and also, if available, copies of previous

<sup>3</sup> In the case of a nominated consultant, he/she should submit a signed written commitment under oath stating that he/she shall work for the Study once awarded the contract.

<sup>4</sup> This will be based on the balance sheet/audited financial statement of the Firm. The difference of current assets and current liabilities, or net current assets, of the Firm should be able to support minimum two (2) months of operating expenses for the conduct of the Study

related studies subject to the execution of a Non-Disclosure Agreement, as necessary;

- 9.1.5. Shall, in coordination with the PSC/TWG of the Convergence Program, evaluate the acceptability/correctness of the deliverables for the purposes of fund release/payment to the consultants;
- 9.1.6. Shall be responsible for the preparation and submission of financial reports as required by DBM and other reportorial requirements regarding the F/S Fund administration; and
- 9.1.7. Shall have the option to detail up to five (5) counterpart technical personnel to the project, to be agreed with the Implementing Agency, for the purpose of on-the-job capacity building/technology transfer.

## 9.2 Implementing Agency (IA)/ DOTr

- 9.2.1. Shall be the beneficiary/end-user of the consultancy services;
- 9.2.2. Shall be responsible for the contract implementation and management, including ensuring the quality of outputs in coordination with the PSC/TWG of the Convergence Program. Further, DOTr 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 3 and 4 of this TOR;
- 9.2.3. Shall provide assistance in coordination with other agencies related to the study;
- 9.2.4. Shall warrant that the Consulting Firm shall have free and unimpeded access to all lands and properties required for the effective execution of the services. Likewise, it shall be responsible 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).
- 9.2.5. Shall provide the necessary information and if available, copies of previous related studies to the Consulting Firm, subject to the execution of a Non-Disclosure Agreement, as necessary; and
- 9.2.6. Shall have the option to detail up to five (5) counterpart technical personnel to the project, to be agreed with the Executing Agency, for the purpose of on-the-job capacity building/technology transfer.

## 9.3 Consulting Firm

- 9.3.1. Shall closely coordinate with the DOTr and NEDA in the conduct of the Study;
- 9.3.2. Shall be responsible for the conduct of the study and the timely delivery of results/outputs as indicated in this TOR, under the supervision and management of the Team Leader;
- 9.3.3. Shall be responsible for the provision of the necessary office space in or near Ortigas, for their project staff as well as the Government's detailed personnel for the conduct of the Study (i.e., under reimbursable expenses);
- 9.3.4. Shall shoulder all expenses, not exceeding amount allocated in the approved budget cost, required in the conduct of the Study, including transports costs of detailed Government personnel during field visits/study tour (i.e., except for their salaries); and
- 9.3.5. 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, (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 the 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;
- 9.3.6. 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;
  - 9.3.7. Shall not assign nor sub-contract any part of the professional engineering services under this TOR to any person or firm, except with the prior written consent of NEDA and DOTr. The approval by the Government to the assignments 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;
  - 9.3.8. During the term of the contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to the contract other than the services and any continuation thereof provided there is no current or future conflict;
  - 9.3.9. Shall prohibit full-time foreign staff during his/her assignment under this TOR from moonlighting, i.e., engaging, 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 duties or assignment under this;
  - 9.3.10. Shall not any time communicate to any person or entity any information disclosed to them for the purpose of the 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 the prior consent of NEDA;
  - 9.3.11. 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; and
  - 9.3.12. Shall hold the Government free from any liabilities, suits, actions, demands, or damages arising from the 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 or violation of any copyrighted materials, patented invention, article or appliance.

#### 9.4 Project Steering Committee (PSC) and Technical Working Group (TWG) of the Convergence Program

- 9.4.1. TWG shall review/evaluate the acceptability/correctness of the deliverables for the purposes of fund release/payment to the consultants; and
- 9.4.2. TWG shall provide assistance/guidance on the technical and operational aspects of the project to the Consulting Team in the conduct of the Study, as may be necessary.

The TWG shall elevate to the PSC aspects of the project with policy implications for guidance/decision.

### 10. SOURCE OF FUNDS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

- 10.1 Funds for the conduct of the Study will be sourced from the NEDA-administered Project Development and Other Related Studies (PDRS) Fund.
- 10.2 The ABC for the proposed study is **PhP37,566,400.00**, 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). The indicative breakdown of the ABC, including remuneration and reimbursable costs, is shown in **Annex E**.
- 10.3 Please 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.
- 10.4 All equipment, materials, item acquired for the study shall be turned over to NEDA at the conclusion of the study.

### 11. PAYMENT SCHEME/SCHEDULE

- 11.1 Billing for reimbursable items shall be on a monthly basis, based on the actual expenses incurred and supported by official receipts/documents or certification of actual expenditures made under oath.
- 11.2 Billing for *non-reimbursable items, including professional fees*, shall be in accordance with the following delivery schedule, *upon recommendation and endorsement of IA and NEDA*, subject to the usual government accounting and auditing requirements.

Output/Deliverable	Payment Schedule
Upon acceptance of the Inception Report and WFP	15% of total cost for non-reimbursable items
Upon acceptance of the Interim Report	30% of total cost for non-reimbursable items
Upon submission of Draft Final Report	30% of total cost for non-reimbursable items

<b>Output/Deliverable</b>	<b>Payment Schedule</b>
Upon acceptance of the Final Report	25% of total cost for non-reimbursable items

11.3 An advance payment may be made to cover mobilization costs, but shall not exceed FIFTEEN PERCENT (15%) of the contract amount. The advance payment shall be made only upon the submission to and acceptance and confirmation by NEDA of an irrevocable standby letter of credit of equivalent value from a commercial bank; or a bank guarantee of equivalent value issued by an entity acceptable to NEDA.

11.4 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. RETENTION PAYMENT**

A retention payment of ten percent (10%) 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 fifty percent (50%) of the value of the Study, as determined by NEDA, is completed. If, after fifty percent (50%) completion, the study is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

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 percent (10%) 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.

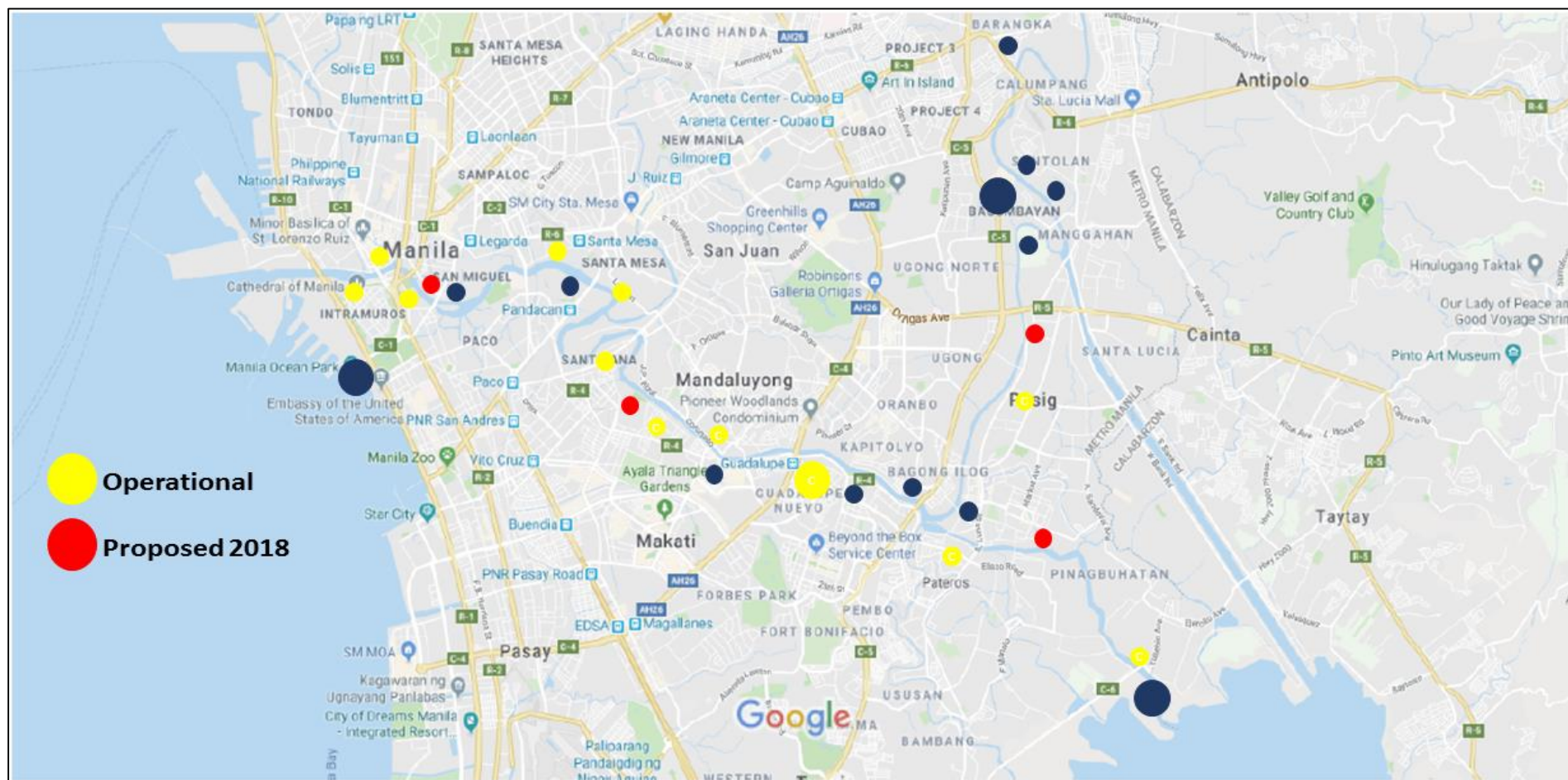
## **13. LIQUIDATED DAMAGES**

Where the Consultant 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 contractor 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 fifteen percent (15%) 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 Consultant.

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 contractor 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

## Existing/Proposed Ferry Stations Along the Pasig-Marikina River Route



## ANNEX B

[illegible]

**ANNEX C**

**Criteria for Shortlisting of Prospective Bidders for the Procurement of Consulting Services for the Conduct of the Feasibility Study (F/S) for the Pasig River Ferry System Project**

Criteria/Particulars	Firm
<b>I. Experience and Capability of the Firm</b>	<b>60 points</b>
A. Years in the Consulting Industry	10 points
B. Related Experience/Previous Engagements	
1. Similar Experience	<i>Max 50 points</i>
2. Relevant Experience	<i>Max 25 points</i>
<b>II. Qualification of Personnel Who May Be Assigned to the Study<sup>5</sup></b>	<b>30 points</b>
A. Education	7 points
B. Relevant Training	3 points
C. Related Experience	20 points
<b>III. Financial/Job Capacity*</b>	<b>10 points</b>
<b>Grand Total</b>	<b>100 points</b>

*Note: The Firm should get a total of **at least 70 points** from the above criteria. Breakdown and evaluation parameters are presented below.*

*\*Formula for the Determining the Financial/Job Capacity*

Financial Capacity =	$\frac{\text{Current Assets} - \text{Current Liabilities} - 2 \text{ months of all ongoing contracts}}{2 \text{ months of the Reimbursable Expenses}}$
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<sup>5</sup> Non-organic personnel may be nominated for the purpose of eligibility and shortlisting provided that he/she should submit a signed written commitment stating that he/she shall work for the Study once awarded the contract. The Team Leader may only be nominated by one (1) firm.



## ANNEX D

### DETAILED CRITERIA IN EVALUATING TECHNICAL PROPOSALS OF SHORTLISTED CONSULTANTS FOR THE PROCUREMENT OF CONSULTING SERVICES FOR THE CONDUCT OF FEASIBILITY STUDY (F/S) FOR THE PASIG RIVER FERRY SYSTEM PROJECT

Criteria	Score
<b>I. Experience and Capability of the Consultant</b>	<b>Max 10 points</b>
a. Similar Experience	Max 10 points
b. Relevant Experience	Max 5 points
<b>II. Qualification of Personnel to Be Assigned to the Study*</b>	<b>50</b>
a. Education	Max 7 points
b. Related Trainings Acquired	Max 3 points
c. Related Experience	Max 40 points
i. Cumulative Man-months of Similar Contracts and/or Position/Function-specific Experience	<i>Max 40 points</i>
ii. Cumulative Man-months of Relevant Contracts and/or Position/Function-specific Experience	<i>Max 20 points</i>
<b>III. Plan of Approach and Methodology</b>	<b>40</b>
a. Substance of the Proposal	Max 20 points
b. Completeness of the Proposal	Max 10 points
c. Clarity of Methods and Approaches	Max 10 points
<b>Grand Total</b>	<b>100</b>

\* The personnel to be proposed/nominated under the technical proposal (of shortlisted consultants) may be non-organic and may not be the same personnel nominated in the shortlisting, provided that, the technical proposal (of shortlisted consultants) must include a signed written commitment from the nominated personnel that they will make themselves available for the project should the firm be awarded the contract. The Team Leader may only be nominated by one (1) firm.

Note: The Consultant should get a total of at least 70 points from the above criteria. Criteria no. II and III shall have no score less than 50% each. Any bid where the score for Criteria nos. II or III is lower than 50% of the maximum points shall be disqualified.

**ANNEX E**

Feasibility Study for the Pasig River Ferry System Project Approved Budget for the Contract (ABC)		
PARTICULARS		AMOUNT (PhP)
<b>A. REMUNERATION</b>		30,542,400.00
Team Leader		
Transport Planner		
Environmental Planner		
Architect		
Landscape Architect		
Financial Specialist		
Transport Economist (2)		
Civil/Structural Engineer (2)		
Geotechnical Engineer (2)		
Hydrologist (2)		
Cost/Quantity Engineer (2)		
Environmental/Social Assessment Specialist (2)		
Legal/Institutional Specialist (2)		
Administrative Support		
<b>B. REIMBURSABLE EXPENSES</b>		7,024,000.00
<b>Surveys and Investigations (e.g., OD Surveys, Geotechnical, Hydrologic, Environmental, etc.)</b>		
<b>Operations and Maintenance Costs</b>		
Project Office Rent		
Utilities		
Meetings/Consultations		
Office Supplies/Materials and Printing		
Transportation		
Miscellaneous and Other Fees		
<b>GRAND TOTAL</b>		<b>37,566,400.00</b>