

TERMS OF REFERENCE

Project: Modularization works for the NEDA sa Pasig Building

A. Rationale

The modularization of work stations at the NEDA Central Office (NEDA-CO) were adopted and implemented from 1998 to 2000 to maximize limited workspaces. The existing modularization facility is no longer responsive to the current workspace need as a result of (1) wear and tear, (2) a new set-up requirement brought about by the implementation of the rationalization of NEDA, (3) the current renovation of the 6th floor offices, which necessitates consistency in look and design for all the other offices in the NEDA CO.

It is in this regard that procurement of new, more durable, environment-friendly and aesthetically designed modular work stations is resorted to.

B. Scope of Work

The works to be performed under this procurement shall include the following:

I. General Work Requirements

1. Demolition / Clearing Works

- a. Demolition of the existing modular work stations.
- b. Removal of the existing false and / or wooden walls / structures / partitions and columns / debris (if there is any) as called for in the approved plans.
- c. Dismantling of all unnecessary electrical wirings, LAN cabling, conduits and devices in the existing modular work stations shall be carried out with care by the contractor. *The contractor's electrician together with NEDA's in-house electrician should be able to identify and agree which electrical and LAN connections are to be retained.*
- d. **Removal of Floor Old Vinyl Tiles**
The contractor shall remove and replace existing vinyl tiles prior to the installation of the modular panels.
- e. **Pull-out of Debris**
All dismantled panels and old vinyl tiles shall be pulled out by the contractor prior to the installation works and turn over these panels to the Property Section of the Asset Management Division- Administrative Staff for disposition. Old vinyl tiles shall be pulled out of the NEDA premises by the contractor at no cost to NEDA.

AS-FOUND DRAWINGS AFTER THE DEMOLITION. *The Contractor shall provide as-found drawings (floor plans) showing the bare floor layout and the proposed modular design layout plans to check conformity of the modular work station to be installed and to make the necessary adjustments on the drawings (if any).*

2. Specification and Installation of Vinyl Tiles

The contractor shall replace and install brand new vinyl tiles with the following specifications;

*Size: 60cm x 60cm vinyl tiles
Thickness: 3.0mm, heavy duty
Color: Sample to be provided by NEDA*

3. Specifications and Installation of the Modular Work Stations

Installation of modular work stations shall have the following specifications:

- a. The **Partitions** shall be made with extruded framing in powder coat paint finish; panel surface in stain resistant and flame retardant durable imported fabric with clear or frosted glass panels (sample to be supplied by NEDA).
- b. **Workstation** (desk, side return and back table) shall be made of steel frame, powder coat paint finish, dark gray color (sample to be provided by NEDA); **Desktops/Tabletop:** High-Pressure Laminate (HPL) finish (sample to be supplied by NEDA).
- c. The Tackable- acoustical panel shall have a minimum thickness of 2 inches. it shall also be equipped with aluminium raceway at the baseboard where wires and telephone and LAN cables can be placed, and electrical outlets can be easily , safely and conveniently installed. Aluminium baseboard shall be user-friendly and can be easily removed and fixed during installation and / or inspection of wires and cables.
- d. Each work station shall have ready accessories, namely; mobile pedestal, center drawer, slide-out keyboard tray and CPU holders which includes: pulls/handles, key lock/s), and installed heavy duty duplex convenient outlet mounted at the base of the panel and connected to the power source.
- e. The tabletops shall be made of 25 mm thick particle boards laminated finish with PVC edging and plastic grommets, where the computer and electrical wirings can easily pass though from the table top to the convenience outlet at the baseboard.

4. Electrical Works

Electrical works shall comprise of the supply and installation of power outlet (duplex type) provisions and LAN cables per work station (**existing newly installed LAN cables shall be used**) and telephone cables as per plan shall be coordinated with the NEDA General Services Division - Administrative Staff and the Information Communication and Technology Staff (ICTS) prior to tapping to the existing Main Panel Board. Details of the electrical works are as follows:

- a. The installation of all electrical works shall be done in accordance with the provisions of the latest edition of the Philippine Electrical Code, the laws and ordinances of the local code enforcing authorities; and
- b. The wiring to be use shall be 3.5mm sq THW or THHN concealed on modular panel base plate and use of aluminum threshold for connection to other work station. Use of Mica Tubing shall be limited to a length of six inches (6") on outlet termination and there shall be no open wiring, no exposed or dangling wires seen at the work stations.

II. Standard Specifications and Design Descriptions

See attachments as "Annex A".

- *Modular work station lay-out/ design per floor;*
- *Summary of NEDA Personnel per Approved Rationalization Plan; and*
- *Standard Workstation layout including furniture and accessories including basic features.*

C. Duration

The duration to complete the project shall be within a maximum period of ten (10) months from the date of receipt of the Notice to Proceed (NTP).

D. Approved Budget for the Contract (ABC)

The ABC is **TWENTY THREE MILLION PESOS (PhP23,000,000.00)**, inclusive of all applicable government taxes, fees and charges to complete the project.

E. Qualification Requirements

The Contractor must have the necessary experience and expertise in the supply of labor and materials for the installation of modular workstation, by submitting proofs of the following as part of the technical proposal:

- 1.0 Permit/licenses of the Contractor (certified copy of business registration, place of registration and principal address of business).

- 2.0** List of completed projects with works of similar in nature or with a value of at least Fifty (50) Percent of the Approved Budget for the Contract.
- 3.0** Engaged in the business for at least five (5) years.
- 4.0** Certification issued by at least three (3) different clients attesting to the satisfactory services/completion rendered by the contractor.
- 5.0** Product brochures, product literature, sample of fabric material and color of the materials being offered.
- 6.0** Provide mocked-up/model of the workstations including accessories to be used within the NEDA building for evaluation.

F. Contractor's Responsibilities

- 1.** The Contractor warrants that it is authorized to engage in and perform the Works; that it has inspected all relevant documents, and has informed itself fully as to the conditions which might affect the nature, extent, and the cost of the Works; that it has sufficient operating capital to perform and complete the Works; that it has sufficient and adequate equipment, parts, labor and materials that may be needed in the performance thereof; that it has the required knowledge, experience, skill and professional competence to undertake the same; and that it has experienced, skilled, and professionally equipped personnel to be assigned for this purpose.
- 2.** The Contractor warrants that the method or process it will follow for the Works is the one that will best accomplish the desired results under the existing state of technology; that all materials it will supply or use shall be the best available or obtainable in accordance with the approved Contract and the instructions of the NEDA; that it will provide workmanship which is first class in every particular aspect.
- 3.** The Contractor warrants that all materials, goods, parts and paraphernalia forming part of this Contract shall be complete, intact and in good order at all times.
- 4.** The Contractor shall provide technical personnel who are skilled and experienced to carry out its obligations under this Contract;
- 5.** The Contractor's employees or personnel are not and shall never be deemed the employees or workers of the NEDA, the Contractor being a duly licensed and legitimate contractor warrants full compliance with all labor laws and social legislation, rules and regulations, especially as regards to minimum wage, hours of work, overtime, and compulsory allowances, and undertaking to have its employees and workers covered by the Social Security System, the Medicare Act, and the Employee's Compensation Fund. Furthermore, the Contractor hereby holds the NEDA free and harmless against any and all claims, judgments, and awards in favor of the Contractor's employees or workers under said laws, decrees, rules, and regulations, as well as other laws and under the provisions of the Contract.
- 6.** The Contractor shall comply with all other guarantees, warranties, and other requirements that may be found or implied herein or in any law. If any of the representations and warranties are found to be false, or if the Contractor violates any important warranty, whether the falsity of said representation or the violation of said warranty be done in good faith, without regard to the lack of damage sustained by the NEDA, the NEDA in its absolute discretion may immediately terminate the Contract, without prejudice to the employment or pursuit of other remedies.
- 7.** The Contractor shall submit Implementation Plan (step-by-step activities and timeframe/Gantt chart).

8. The Contractor shall restore all building structures affected by the modularization works to its original architectural soundness.

G. NEDA's Responsibilities

- 1.0. The Administrative Staff - General Services Division (AdS-GSD) shall be the main responsible unit in monitoring the implementation of the Works in accordance with the specifications and conditions of the Contract.
- 2.0. The NEDA shall constitute an Inspectorate Team which shall be responsible in assisting the AdS-GSD in recommending appropriate measures and improvements, when necessary, as well as recommend the acceptance of the project for the approval of the concerned NEDA official.
- 3.0. Provide the contractor access to the NEDA premises for the installation works of the modular work station for the NEDA sa Pasig building.
- 4.0. Pay the contractor for the supply of materials and installation works.

H. Payment Schedule

- 1.0. The NEDA shall, upon a written request by the Contractor, allow an advance payment/mobilization fee in the amount not to exceed fifteen percent (15%) of the total contract price. The fee shall be paid only upon the submission to and acceptance by the NEDA of an irrevocable standby letter of credit of equivalent value from an accredited financial institution or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the NEDA.
- 2.0. The Contractor may submit a request for progress payment for every 25%, 50%, 75% and 100% work accomplishment. Progress payments maybe paid by the NEDA to the contractor upon Certification issued by the NEDA.
- 3.0. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10 % of the progress billing respectively.
- 4.0. The total "retention money" shall be due for release upon the request of the Contractor for the substitution of the retention money with an irrevocable letter of credit or surety bond callable on demand and upon issuance of the Certificate of Inspection and Acceptance by the NEDA.

I. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, NEDA shall rescind the contract, without prejudice to other courses of action and remedies open to it.