

TERMS OF REFERENCE

Consulting Services for the Preparation of Terms of Reference, Design Parameters and Tender Document for the Design and Construction of the New NEDA Building

I. Background

The present NEDA Building, constructed in 1975, is located in a 5,717 square meter (sq. m.) lot along Saint Josemaria Escriva Drive, Ortigas Center, Pasig City. It consists of seven (7) storeys with a total floor area of 10,129 sq. m. or an average of about 1,447 sq. m. per floor level. It has become difficult and uneconomical to repair and refurbish said building given its nearly forty (40) years of age.

With about six hundred eighteen (618) personnel and around one hundred (100) visitors/clients¹ daily, the present work area in NEDA is relatively confined with an average space allocation of only about four (4) sq. m. per employee vis-à-vis the standard requirement of about five (5) sq. m. per employee². Likewise, the number and size of the conference/function rooms in NEDA are not sufficient to accommodate the growing number of meetings / conferences in NEDA.

The attached agencies of NEDA such as the Philippine National Volunteer Service Coordination Agency (PNVSCA), the Philippine Institute of Development Studies (PIDS), the Tariff Commission, the Philippine Statistical Research and Training Institute (PSRTI), and the Public-Private Partnership (PPP) Center are currently housed in separate office spaces which make coordination between and among these agencies, although under the NEDA family, much more difficult.

II. Objective

NEDA management is considering the construction of a new NEDA Building to provide an adequate and more conducive working environment for NEDA employees, bring the agencies under the NEDA family under the same roof for faster and easier coordination, and at the same time provide an opportunity for the government to generate additional income from lease/rental of excess space.

For this particular undertaking, the Consultant is expected to come-up with recommendations/plans on the existing building, a Terms of Reference (TOR), Design Parameters and Tender Documents (including the Draft Contract) for the procurement

¹ Students, professionals, local and foreign government officials, representatives from development partners, the private sector and civil society visit NEDA daily to do research work, attend committee meetings and transact official business with NEDA officials and/or employees.

² Per the Department of Labor and Employment's (DOLE) Occupational Safety and Health Standards, the workspace per employee should be at least 11.5 cubic meters with floor-to-ceiling height of no less than 2.4 meters.

of a Contractor for the Design and Construction of the New NEDA Building (and execution of the recommendations/plans on the existing building, as necessary), as well as, to provide advisory services to NEDA during the procurement of a Contractor including, among others, in the evaluation of bids submitted by prospective bidders.

III. Description/Scope of Services

The Consulting Services shall involve the following activities:

A. Assessment of the Existing NEDA-sa-Pasig Building

1. Conduct structural investigation/assessment of the existing NEDA-sa-Pasig Building.
2. Recommend actions/plans (with corresponding costs) for the existing building.

B. Review of the Initial Conceptual Plan / Floor Plan and Cost Estimates for the New NEDA Building

3. Review of the conceptual plan/floor plan and cost estimates initially prepared by the Department of Public Works and Highways (DPWH) for a fifteen (15)-storey NEDA Building (superstructure) and five (5) levels (substructure) for parking.

C. Conduct of Preliminary Engineering Surveys and Investigations and Mapping

4. Conduct soil boring test, seismic analysis, and undertake surveys and investigations of the site including boundaries of the property, elevations and contours, location and other pertinent data on existing buildings and improvements and existing utilities.

The data/information to be generated will be used to firm up the design and cost estimates for the new NEDA Building to be used for the procurement of the Design and Construction contractor. The data/information will be for reference only in the procurement of the Design and Construction contractor. The Design and Construction contractor will be responsible for the accuracy and applicability of all data, which may include the data generated from the preliminary surveys/investigations, that it will use in its design and build proposal and services.

D. Preparation of Conceptual Design and Cost Estimates

5. Prepare a conceptual design which shall describe the general idea with regard to the completed NEDA compound (new NEDA Building in consideration of the recommended actions/plans for the existing building) and shall identify the scope of physical components and structures, specific outputs and requirements of the structures (please refer to item 12 below) and proposed methods of construction as necessary.

6. Determine whether the initial budget estimate prepared by the DPWH in 2013 would be sufficient to cover the detailed engineering design, construction supervision and construction of the NEDA Building assuming that the start of construction will be in 2017, and taking into consideration the recommended actions/plans for the existing building.
7. Review the space plan/ allocation initially prepared by the DPWH and prepare a revised/alternate space plan/allocation, as necessary, while taking into consideration the plans for the existing building and at the same time the available budget.
8. Estimate costs for interior design and landscaping.
9. Undertake Value Engineering / Value Analysis (VE/VA) on among others, the design of the new NEDA Building while taking into account the recommendations for the existing building, the type of structure (reinforced concrete structure vis-à-vis steel frame structure) and utilities (mechanical, electrical, etc.) and apply green concept designs.

The Consultant may use the NEDA Value Analysis Handbook or adopt other appropriate methodologies for the purpose.

E. Preparation of Perspective Views (Interior and Exterior)

10. Develop three (3) perspective views (exterior) of the new NEDA Building for consideration of the NEDA Management Committee (ManCom). Subsequently, develop one (1) perspective view of certain interior spaces that will fit the selected exterior view, to wit:
 - a. Board Room;
 - b. Function Room;
 - c. Main Library;
 - d. Canteen/cafeteria;
 - e. Indoor Sports and Health Facility area; and
 - f. Private room accommodation for visiting NEDA Regional Directors.

The selected plans shall be incorporated in the tender documents for the procurement of contractor to ensure that the winning bidder for the design and construction of the new NEDA Building will not substantially deviate from the conceptual plan as envisioned by the NEDA ManCom.

F. Preparation of Design Parameters

11. Study/Recommend the appropriate code (i.e., Philippines or International Standard) to be adopted while taking into consideration the cost and the requirements of NEDA. Among others, the following should be considered:
 - a. National Building Code;
 - b. Philippine Green Building Code; and
 - c. Relevant Pasig City Ordinances.
12. Prepare the Design Parameters (based on recommended Codes/Standards) for the following:

- a. Architectural;
- b. Structural / Civil Works;
- c. Sanitary / Plumbing;
- d. Mechanical Works;
- e. Electrical; and
- f. Local Area Network (LAN).

The Design Parameters shall also take into consideration the following features of the new NEDA Building:

- a. Workspace requirement for nine hundred ninety (990) personnel at six (6) sq. m. per person;
- b. Board Room good for one hundred (100) persons, with holding area good for fifty (50) persons and kitchen room;
- c. One (1) function room good for four hundred (400) persons;
- d. Five (5) conference rooms (one for each attached agency) good for thirty (30) persons;
- e. Fourteen (14) conference rooms (one for each NEDA Staff) good for twenty (20) persons;
- f. Eight (8) conference rooms (one for each General) good for ten (10) persons;
- g. Dormitory accommodations for fifty (50) persons for regularly visiting NEDA Regional Offices (NRO) personnel;
- h. Private room accommodation for around fifteen (15) visiting NEDA Regional Directors;
- i. Security Office;
- j. Press Office;
- k. Main Library;
- l. Health (clinic for medical and dental) and wellness (preventive medicine) area;
- m. Child Daycare area;
- n. Canteen/Cafeteria area;
- o. Indoor Sports and Health Facility area;
- p. Separate Male and Female Toilet areas; and
- q. Parking for a minimum of one hundred thirty (130) vehicles.

Minimum requirements for a Construction Safety and Health Program for the project shall also be prepared.

13. The following are the standard building facilities that are required of the new NEDA Building:

- a. Electrical System and Lighting

Electrical lines from Meralco electric meter to all the floor levels shall be installed. An electric generator shall be provided to operate the elevators and emergency lights during brownouts/ power supply interruption. Measures in optimizing energy performance shall be considered in the design.

- b. Fire Protection System, including Stairways with Fire Escape, Fire Alarm and Water Sprinkler System

All floors including the basement levels shall be accessible by two (2) stairways with one serving as fire escape and shall be located at the rear side of the building. Fire and smoke alarms and water sprinklers shall be installed in all floors of the building. Provisions on fire safety measures and constructions under Republic Act (RA) No. 9514, otherwise known as the Fire Building Code, shall be adhered to as applicable.

- c. Telecommunication System including Telephone, Direct Cable and Wi-fi ready facilities

Communication lines for voice, data and security services shall be provided / distributed to all floors. This shall include current and future requirements for information services. A room for the information technology (IT) servers shall be provided per floor level.

- d. Plumbing, drainage and water distribution system

Measures on water efficiency shall be considered, e.g. water efficiency in landscaping, storm water retention and management, etc.

Water supply shall be drawn from the Metropolitan Waterworks and Sewerage System (MWSS) main line and water pipes shall be connected from the source to all water fixtures located in all floors including the basements/parking areas. An elevated water tank and an underground cistern with pump/booster shall also be installed. This shall be regularly tested / treated to ensure that it is safe for drinking purposes.

A system for sustainable collection and treatment of water and wastewater shall also be introduced. It is expected to have a sewage treatment plant installed.

- e. Service Elevators

At least four (4) elevators with a capacity of fifteen (15) persons per unit shall be installed. One (1) unit will be solely for service, for the transport of equipment/furniture and as an emergency stand-by elevator in the event that any of the other two (2) elevators is not operational. The other elevators shall service all floors including the basement levels.

- f. Security System

The building shall be installed with closed-circuit televisions (CCTVs) as part of its 24-Hour Security system. An Electronic Security Alarm System shall be installed at the perimeter fence. An Automatic Traffic Barrier shall be provided at the main entry.

- g. Building Management System to ensure the proper monitoring and synchronization of the utilities system for operational efficiency.

- h. Heating, ventilating and air-conditioning system (HVAC) shall follow available green/eco-efficient building design practices.
- i. Landscape and landscape irrigation shall be provided.
- j. Building requirements for persons with disabilities (PWDs) shall be provided.

G. Preparation of Construction Schedule

- 14. Prepare the preliminary construction schedule, with cost estimates, based on the preliminary design and cost estimates as determined by the Consultant and approved by NEDA.

H. Preparation of Performance Specifications and Criteria

- 15. Prepare the performance specifications and criteria and its means of measurement based on the operating outputs and in accordance with appropriate design and construction standards, legal and technical obligations and any other relevant government commitments as required by existing law and regulations. These shall be drawn to ensure: a) common basis in the evaluation of Contractor's bid, and b) quality performance of the building and utilities systems for its intended operational lifetime.

I. Preparation of Initial Environmental Examination Report

- 16. Prepare an Initial Environmental Examination Report to assess the environmental impact of the new NEDA Building and identify the mitigation measures to address such impact.
- 17. Assist NEDA in the preparation/submission of required documents (including traffic management plan) and filing of an application for a Certificate of Non-Coverage at the Department of Environment and Natural Resources (DENR).

J. Formulation of TOR and Tender Documents (including the Draft Contract)

- 18. Prepare the TOR and Tender Documents (including the Draft Contract) for the Procurement of a Contractor for the new NEDA Building in accordance with provisions of the Revised Implementing Rules and Regulations (IRR) of RA No. 9184, otherwise known as the Government Procurement Reform Act (GPRA).
- 19. The TOR should include among others the following:
 - a. Objective;
 - b. Scope of works;
 - c. Budget estimates;
 - d. Deliverables;
 - e. Schedule of construction and manpower, and payment;
 - f. Responsibilities of parties (including risk allocation);

- g. Qualifications of the Contractor (including its key manpower requirements); and
- h. Minimum performance specifications and standards, and criteria and method for evaluation.

K. Provide Advisory Services/Assistance During the Procurement Process

- 20. Assist NEDA during the procurement of Contractor in among others
 - a. Market sounding/Pre-Procurement Conference – assistance in clarifying provisions in the TOR that may be questioned, and evaluating the validity of suggestions/comments raised that may be incorporated in the final TOR;
 - b. Call for expressions of interest – assistance in determination of additional requirements, if any, from bidders to better evaluate responsiveness to the TOR;
 - c. Evaluation of eligibility together with the Technical Working Group (TWG);
 - d. Pre-Bid Conference – assistance in clarifying provisions in the Tender Documents and other technical questions relative to the procurement;
 - e. Issuance of Bid Bulletins – assistance in responding to technical queries from bidders;
 - f. Evaluation of bids (technical and financial) together with the TWG to determine responsiveness to TOR;
 - g. Negotiations – assistance in negotiating with the lowest complying bidder.

IV. Study Duration and Major Activities

The Consultancy Services will be implemented for a period of ten (10) months spread over twelve (12) months reckoned from the issuance of the Notice to Proceed (NTP) or commencement of the undertaking as indicated in the NTP.

V. Implementation Arrangement

- 1. NEDA will act as the executing agency and main recipient for the Consultancy Services with the Administrative Staff (AdS) and Infrastructure Staff (IS) as focal units in implementing the services.
- 2. Coordination meetings will be conducted between the NEDA and the Consultant for the duration of the activity, as may be needed, the expenses of which are to be charged to the Contract.
- 3. NEDA will provide the Consultant the necessary documents to enable the conduct of the activities.

VI. Cost of Consultancy Services

The Approved Budget for the Contract (ABC) of Advisory Services is *Seventeen Million Pesos (PhP17,000,000.00)*, inclusive of tax and other incidental expenses and printing of reports / deliverables.

The ABC shall cover the following:

- 1. Remuneration/professional fees; and

2. Incidental expenses – which would include costs for structural investigation of the existing building, engineering surveys and investigations and mapping, CNC processing, support personnel/staff and other out-of-pocket expenses (e.g., supplies and materials, equipment, transportation/fuel, communication and coordination meetings)

This consulting contract is a fixed price contract. Any approved extension of contract time shall not involve any additional cost to the Government.

All equipment, software, materials and supplies acquired for the services shall be turned over to NEDA at the conclusion of the engagement.

VII. Reporting / Deliverables and Payment Schedule

1. Billing for remuneration/professional fees shall be in accordance with the following delivery schedule and subject to the usual Government accounting and auditing requirements:

Deliverable	Timeline	Payment
Inception Report	Within two (2) weeks from receipt of NTP	10%
Submission of the Result of Assessment of the Existing NEDA Building	Within 2 months from receipt of NTP	20%
Submission of the Result of the Topographic and Boundary Survey, Soil Boring Test, Seismic Analysis and Electric Design Computations including the Design Parameters	Within three (3) months from receipt of NTP	20%
Perspective Views / Drawings	Within four (4) months from receipt of NTP	5%
Submission of the IEE Report	Within 4 months from receipt of NTP	10%
TOR and Tender / Bidding Documents including the Draft Contract for the Procurement of Contractor	Within five (5) months from receipt of NTP	25%
Provision of Advisory Services and Submission of the Final Report on the Procurement of Contractor	Within one (1) week after the Notice of Award (NOA) is issued to the winning Design and Build Contractor	10%

The deliverables for the subject study as enumerated below shall be submitted by the Consultant in two (2) hard copies to NEDA for review. An electronic / soft copy shall be also submitted to NEDA.

Monthly progress reports shall also be submitted in 2 hard copies to NEDA.

2. Payment for incidental expenses will be as later agreed upon between NEDA and the qualified/eligible bidders.
3. 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 made only upon the submission to and acceptance by the NEDA of an irrevocable standby letter of an amount equal 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.

VIII. Qualification of the Firm

Prospective Consultancy Firms must have at least ten (10) years of similar and/or relevant experience related to this TOR.

Similar Projects shall refer to contracts with scope of works related to the preparation of tender documents, architectural design and detailed engineering of government / public and private buildings.

Relevant Projects shall refer to contracts with scope of works related to the preparation of tender documents, architectural design and detailed engineering of other vertical structures (government / public and private buildings) such as dams, port facilities, airport facilities and the like.

Prospective bidders are required to submit the following:

1. Copies of *Certificate of Project Completion and Acceptance* or equivalent Certification from their previous related studies/projects;
2. Company profile; and
3. Curriculum Vitae (CV) of Key Experts highlighting their relevant work experience.

Please note that the winning Consultant, or any of its nominated experts, for this particular Consulting Services may participate in the procurement of Consulting Services for the Construction Supervision of the new NEDA Building but not in the Design and Construction.

IX. Qualification of Personnel

The proposed activities shall be undertaken by a Team composed of the following key experts and their corresponding qualifications:

Expert	Qualifications
Team Leader	Structural Engineer or Architect with at least fifteen (15) years experience in design, contract and project management of buildings or infrastructures including VE/VA, and preferably with experience in green building design
Contracts Manager	Architect/Engineer/Lawyer with at least ten (10) years

	experience in procurement of engineering and design services and/or project and contract administration of infrastructure projects and general conditions of contracts
Architect	Architect with at least 10 years similar and relevant experience, and preferably an accredited green building professional
Structural Engineer	Civil Engineer with specialization in Structural Engineering by the Accredited Professional Organization, with at least 10 years experience in the design, project management, or construction of modern structures, a member of ASEP for at least five (5) years
Electrical Engineer	Electrical Engineer with at least seven (7) years relevant experience in design and project or construction management of buildings
Mechanical and Fire Protection Engineer	Mechanical Engineer with at least 7 years relevant experience in design and project or construction management of buildings
Electronic and Communications Engineer	Electronic and Communications Engineer with at least 10 years relevant experience in design and construction management of buildings
Civil Engineer	Civil Engineer with at least 10 years of experience in site development, in design, or project or construction management of building
Environmental/Traffic Specialist	Architect/Engineer with at least 7 years experience in environmental assessment/analysis with focus on traffic management
Quantity Surveyor	Architect or Engineer with at least 7 years experience in quantity surveying and contract management and administration

X. Criteria for Shortlisting

1. Qualification of Firm – 50%
2. Quality of Officials / Key Personnel of the Firm – 30%
3. Job/Financial Capacity – 20%

XI. Criteria for the Evaluation of the Technical and Financial Proposal

1. Technical Proposal (80%)
 - a) Experience and Capability of the Firm (10 points);
 - b) Qualification of Key Personnel proposed to be assigned to the Project (50 points); and
 - c) Plan, Approach and Methodology (40 points).
2. Financial Proposal (20%).

XII. Method of Evaluation

The proposal will be evaluated using the Quality-Cost Based Evaluation (QCBE) Procedure under the IRR of RA No. 9184, with quality of the Technical Proposal allocated eighty percent (80%) and Financial Proposal twenty percent (20%).

XIII. 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 payment until fifty percent (50%) of the value of the study, as determined by NEDA, are 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.

XIV. Liquidated Damages

Where the Consulting Firms 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 percent (1%) 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.

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.