



REPUBLIC OF THE PHILIPPINES

**PHILIPPINE STATISTICS AUTHORITY**

SOLID • RESPONSIVE • WORLD-CLASS

## **TERMS OF REFERENCE**

### **Public Bidding for the Procurement of Design and Build Scheme for the Architectural and Engineering (A&E) Design of Fit-out and Landscape Works and Construction of Essential Mechanical, Electrical (Data Conduit), Fire Protection, Sanitary (MEFPS) and other Supporting Civil Works for the Twenty-Three (23) Storey Philippine Statistics Authority (PSA) Office Building with covered Roof Deck**

#### **I. BACKGROUND AND OBJECTIVE**

The Philippine Statistics Authority (PSA) is constructing a 23-Storey office building with Covered Roof Deck for its area office located in 11<sup>th</sup> Floor Cyberpod Centris One Building, EDSA, Diliman, Quezon City and proposes to engage the technical and professional expertise of a local design-build firm to undertake the following:

1. Architectural and Engineering (A&E) Design and preparation of documents necessary for the procurement and implementation of the fit-out and landscape works for the 23-Storey PSA Office Building with Roof Deck Project.
2. Construction of essential Mechanical, Electrical (Data Conduit), Fire Protection, and Sanitary (MEFPS) and other Supporting Civil Works

The PSA Building is envisioned to be state-of-the-art (smart) yet economical, energy saving, ergonomic and environment-friendly (green building concept). Designer Consultants/ Contractor shall be hired based on their proven expertise, experience, capability, and cost of services.

Bids for the Design and Build contract shall be evaluated using the Quality-Cost Based Evaluation (QCBE) procedure as provided for in the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as Government Procurement Reform Act and the bidding documents issued by the Procuring Entity.

#### **II. BASIC INFORMATION**

Site	:	PSA Complex, East Avenue, Diliman Quezon City
Approx. TFA	:	48,998.40 square meters (PSA Office Building) + 1,484.60 square meter (Landscape Works)
Type of Building	:	Twenty-Three Storey with Covered Roof Deck Reinforced Concrete structure

Use/Occupants : The office building will be occupied by the statistical, PhilSys Registration Office (PRO), civil registration central support offices and other services of the PSA and will include facilities such as the transient stock quarters (hostel), conference rooms, library, canteen, and other amenities.

### III. SCOPE OF SERVICES

The contract works shall consist of two (2) Stages:

#### STAGE I:

#### **ARCHITECTURAL AND ENGINEERING (A&E) DESIGN OF FIT-OUT AND LANDSCAPE WORKS**

- A. **Pre-Design Phase** where the specific parameters, size and scope of the fit-out and landscape works and its location on the building shall be established. It includes, but is not limited to:
- a. Conduct of reconnaissance, engineering surveys on wirings, chases, pipes and utilities locations, and on-site investigations of connections/tapping points; and
  - b. Preparation of preliminary architectural and engineering designs, layouts, outline specifications, preliminary cost estimates, value engineering/ value analysis study and specific recommendations prior to final design. (*see ANNEX A to G for Design References*).
- B. **Basic Design Phase** includes preparation of final detailed plans and designs, working drawings, specifications, detailed cost estimates for construction of Fit-Out and Landscape Works of the PSA Building Project.
- C. **Contract Documentation Phase** will cover preparation of tender documents required for invitations of bids relative to the Fit-Out and Landscape Works Project as well as contracts, reports, and other necessary documents for audit purposes until its completion and acceptance.

#### STAGE II:

#### **CONSTRUCTION OF ESSENTIAL MECHANICAL, ELECTRICAL (DATA CONDUIT), FIRE PROTECTION, SANITARY (MEFPS) AND OTHER SUPPORTING CIVIL WORKS.**

Stage II shall be the Construction of essential MEFPS and other Supporting Civil Works includes the following:

1. The specific work items for the MEFPS and other Supporting Civil Works as indicated in the Bill of Quantities (BOQ) of the original design.
2. Acquisition of all permits necessary for the construction phase of the project if required by regulatory agency;
3. Preparation of supplementary drawings required to suit actual field conditions;
4. Evaluation of detailed construction and as-built drawings, shop and erection drawings submitted by sub-contractors, where required;
5. Observe testing and commissioning of equipment and preparation of reports with recommendations thereof, where required;
6. For post construction of essential MEFPS and other supporting Civil Works, Designer/Contractor shall make a final inspection, report of the completed essential MEFPS and other Supporting Civil Works and submit as-built drawings of the work making sure that specific connections available for the succeeding works are indicated; and
7. All other related tasks until completion and acceptance of the project.

**IV. DELIVERABLES AND TIMELINE:**

Deliverables	Deadline/Timeline
<b>STAGE I - ARCHITECTURAL AND ENGINEERING (A&amp;E) DESIGN OF FIT-OUT AND LANDSCAPE WORKS</b>	
1. Detailed program of work, approach, work plan and schedule for the implementation of the contract works. <ol style="list-style-type: none"> <li>i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering design;</li> <li>ii. Periods for review of specific outputs and any other submissions and approvals;</li> <li>iii. General description of the design</li> </ol>	<b>within fourteen (14) Calendar Days after issuance of NTP</b>

<p>methods to be adopted; iv. Number and names of personnel to be assigned for each phase of the work;</p>		
<p>2. Reconnaissance, Engineering Surveys and On-Site Investigations.</p>		
<p>3. Preparation of Preliminary Plans, Elevations, Specification Outlines, Preliminary Cost Estimates, Value Engineering/ Value Analysis Study and other specific recommendations by the Consultant for the Fit-Out and Landscape Design for Architectural/ Civil (Wall/ Partition Works Design: Detailed Connections, Doors and Windows, Ceiling Works), Sanitary/ Plumbing (Plumbing System of additional toilets and integration to main system), Electro-Mechanical (AC System location design of indoor units and integration system of what is on site, Lighting and Power System including perimeter walls, guard houses, etc., Lighting Fixtures including Parking System using lights), Auxiliary Works/ Network/ Cabling/ Data System (BMS in close coordination with ITDS), Fire Detection and Alarm System (Smoke Detector and Sprinkler Location Plan), CATV System, PA/BGM System (Acoustical Design and Sound System for Press Room, Conference and Meetings Rooms), Telephone System, Security/ CCTV System integrated with BMS, Furnishings (Furniture Design, Cabinetries, Counters), Landscaping Works (Details and Planting Methodology, Drainage and Watering System, Front Perimeter Wall Design, Guard Houses, Front Landscape &amp; Gate Design, Balconies plants and shrubbery) and Specialty Works (Shades and Curtains, etc.) for Approval before Final Design.</p>	<p><b>Within forty-five (45) Calendar Days from receipt of 1<sup>st</sup> Deliverables</b></p>	<p><b>Within three hundred fourteen (314) Calendar Days from receipt of NTP.</b></p>
<p>4. Submission of Final Plans of Approved Preliminary Plan for Fit-Outs and Design for Architectural/Civil, Sanitary/Plumbing, Electro-Mechanical, Network/ Cabling/ BMS, Fire Detection and Alarm System,</p>	<p><b>Within ninety (90) Calendar Days from receipt of NTP</b></p>	

Furnishings, Specialty Works and Landscaping Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and Bid Documents.		
5. Approval of Final Plans duly signed and sealed by respective professionals for Fit-Outs and Design for Architectural/ Civil, Sanitary/ Plumbing, Electro-Mechanical, Network/ Cabling/ BMS, Fire Detection and Alarm System, Furnishings, Specialty Works and Landscaping Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and Bid Documents.	<b>Within one hundred ten (110) Calendar Days from receipt of NTP</b>	<b>Within three hundred fourteen (314) Calendar Days from receipt of NTP.</b>
<b>STAGE II - CONSTRUCTION OF ESSENTIAL MECHANICAL, ELECTRICAL (DATA CONDUIT), FIRE PROTECTION, SANITARY (MEFPS) AND OTHER SUPPORTING CIVIL WORKS</b>		
Mobilization and Site Preparation	<b>Within fifty-five (55) Calendar Days after receipt of NTP</b>	
MECHANICAL WORKS	<b>Within two hundred thirty-eight (238) Calendar Days from receipt of NTP</b>	
ELECTRICAL WORKS (Data Conduit)		
FIRE PROTECTION WORKS		
SANITARY WORKS		
OTHER SUPPORTING CIVIL WORKS		
Testing and Commissioning, Punchlist and Rectification	<b>Within thirty (30) days before the completion of the project</b>	
Project Acceptance & Turn-over	<b>Within fifteen (15) days before the completion of the project</b>	

## V. STANDARD OF SERVICES

The Designer/Contractor shall undertake the design-build services by utilizing its technical knowledge and best-accepted professional standards. The Designer/Contractor

shall carry out the services based on sound architectural and engineering theories and practices to ensure that the final works will provide the most economical, “smart” and feasible fit-out, and landscape works for the project. Further, the contractor shall provide adequate number of personnel of known qualifications and experience.

## **VI. DURATION OF THE CONTRACT**

The Design and Build Scheme will cover THREE HUNDRED FOURTEEN (314) CALENDAR DAYS or Eleven (11) Months or Forty-Four (44) Weeks.

The **Stage I – Architectural and Engineering (A&E) Design of Fit-out and Landscape Works** shall be completed within ONE HUNDRED TEN (110) CALENDAR DAYS starting from receipt of the Notice to Proceed (NTP).

The **Stage II – Construction of essential Mechanical, Electrical (data conduit), Fire Protection, Sanitary (MEFPS) and other Supporting Civil Works** shall be completed within TWO HUNDRED FOURTEEN (214) CALENDAR DAYS starting from receipt of the Notice to Proceed (NTP).

## **VII. DESIGN AND BUILD SCHEME REQUIREMENTS**

A local Design and Build firm with experience in Architectural and Engineering (A&E) Design of Fit-Out and Construction particularly on Office Spaces (MEFPS) with the following minimum qualifications:

1. Must be operational and engaged as a consultancy firm at least five (5) years;
2. Must have satisfactorily completed a contract for a similar project with magnitude and complexity at least equivalent to the proposed project; and
3. The contractor must likewise pass eligibility requirements under Section 24 of Republic Act 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR).

## **VIII. PERSONNEL QUALIFICATION REQUIREMENTS**

As a minimum requirement, the Designer/Contractor shall provide licensed and professional personnel adequate technical experience in the design, implementation and supervision of contract works:

**Professionals for the Stage I – Architectural and Engineering (A&E) Design for Fit-out and Landscape Works:**

<b>Key Position/s</b>	<b>Minimum Years of experience in such position</b>	<b>License/Certification Required</b>
1. Principal Architect/ Designer	Five (5) years	<b>PRC and UAP</b> (United Architects of the Philippines)
2. Principal Manager/ Coordinator	Three (3) years	<b>PRC and UAP</b> (United Architects of the Philippines)
3. Licensed Interior Designer	Three (3) years	<b>PRC and PIID</b> (Philippine Institute of Interior Design)
4. Licensed Civil Engineer	Three (3) years	<b>PRC and PICE</b> (Philippine Institute of Civil Engineers)
5. Professional Electrical Engineer	Three (3) years	<b>PRC and IIEE</b> (Institute of Integrated Electrical Engineers)
6. Professional Electronics Engineer	Seven (7) years	<b>PRC and IECEP</b> (Institute of Electronics Engineers of the Philippines)
7. Electronics Engineer	Three (3) years	<b>PRC and IECEP</b> (Institute of Electronics Engineers of the Philippines)
8. Professional Mechanical Engineer	Three (3) years	<b>PRC</b>
9. Licensed Sanitary Engineer	Three (3) years	<b>PRC and PSSE</b> (Philippine Society of Sanitary Engineers)
10. Network Engineer	Five (5) years	<b>CCNA/CCNP or JNCDA/JNCDS</b> (Cisco Certified Network Associate/Professional or Juniper Networks Certification Design Associate/ Data Center Design, Specialist)
11. CAD Draftsman	Proficient in CAD operation (Autocad release 2010 or later and Sketchup 2012) to support production of design plans/drawings and other needed documents.	<b>Training Certificate</b>

**Manpower for Stage II - Construction of essential MEFPS and other Supporting Civil Works:**

**1. Mechanical Works**

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Mechanical Engineer	Three (3) years	PRC
2. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Worker	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
5. Labor Worker	One (1) year	n/a
6. Technician	Three (3) years	NC II (TESDA accredited)

**2. Plumbing/Sanitary Works**

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Licensed Sanitary Engineer	Five (5) years	PRC
2. Foreman Plumber	Five (5) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman Plumber	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Plumber	One (1) year	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
5. Labor Worker	One (1) year	n/a

**3. Electrical Works**

Key Positions	Minimum Years of experience in such	License/Certification Required
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	position	
1. Registered Electrical Engineer	Five (5) years	PRC and IIEE
2. Electrician/Technician	Three (3) years	PRC and/or NC II (TESDA accredited)
3. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Labor Worker	Three (3) years	n/a
5. Safety Officer	Three (3) years	BOSH/COSH Certificate (DOLE Accredited)
6. Quality Assurance/ Quality Control Officer	Three (3) years	Certified QA/QC and/or Diploma of Electrical Engineering

#### 4. Fire Protection Works

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Mechanical Engineer	Three (3) years	PRC
2. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Worker	Three (3) years	NC II (TESDA accredited)
5. Pipe Fitter	Three (3) years	NC II (TESDA accredited)
6. Welder	Three (3) years	NC II (TESDA accredited)

#### 5. Civil Works

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Architect or Civil Engineer	Five (5) years	PRC and BOSH/COSH Certificate (DOLE Accredited)
2. Materials Engineer II	Five (5) years	DPWH Accreditation
3. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or

		NC II (TESDA accredited)
4. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
5. Skilled Worker	Three (3) years	NC II (TESDA accredited)
6. Labor Worker	One (1) year	n/a
7. Scaffolder	Two (2) years	NC II (TESDA accredited)
8. Equipment Operators	One (1) year	NC II (TESDA accredited)

In the execution of the design and build scheme, multi-tasking by or nomination of key personnel to more than one of the above-stated fields or profession is prohibited.

The Designer/Contractor shall provide additional personnel as may be required and pertinent to the accomplishment of the project in its entirety at no additional cost to the Procuring Entity.

The Designer/Contractor shall likewise provide copies of the Professional Regulation Commission (PRC) License and Professional Tax Receipt (PTR) of their personnel and list of on-going and completed projects (both private and government) within the last five (5) years.

Except as otherwise agreed upon by the Procuring Entity, the personnel for the project shall consist of those indicated in the Work Plan and List of Key Personnel submitted and no changes shall be made in the key staff. In the event any employee resigns, is discharge or withdrawn, the Consultant shall provide suitable personnel of equivalent or better qualification acceptable to the Procuring Entity.

## **IX. ESTIMATED BUDGET FOR THE CONTRACT AND TERMS OF PAYMENT**

### **A. FEE**

For and in consideration of the faithful, satisfactory and full performance of all the works and requirements under that consulting services agreement, the Procuring Entity agrees to pay the Contractor an amount not exceeding the Approved Budget for the Contract of **THREE HUNDRED SIXTEEN MILLION PESOS (₱316,000,000.00)** after observance of the required procedures in compliance with the Government Procurement Reform Act (Republic Act No. 9184) and Government Accounting and Auditing Manual.

Total Approved Budget of the Contract:      Three Hundred Four Million Pesos  
(₱316,000,000.00).

Breakdown:

1. Architectural and Engineering (A&E) : One Hundred Fifty Million Pesos  
Design of Fit-out and Landscape : (₱150,000,000.00)  
Works (Stage I)
2. Construction of essential MEFPS : One Hundred Sixty-Six Million  
And other Supporting Civil Works Pesos (₱166,000,000.00).  
(Stage II)

The aforesaid fee is inclusive of all applicable taxes, fees and charges.

## **B. ADVANCE PAYMENT**

An advance payment not to exceed fifteen percent (15%) of the Contract Price in Philippine peso shall be made upon the submission of a written request per stage of work by the Contractor to cover the cost of mobilization. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the progress billings of the Services until the advance payment has been fully set off.

Advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.

## **C. TERMS OF PAYMENT**

The payment scheme below shall be observed in the processing of payment in favor of the Design and Build scheme.

	<b>Mode of Payment</b>	<b>Percentage</b>
1	Downpayment/Mobilization Fee	15%
2	Submission of Pre-Design Plans, Cost Estimates, Specifications, and other documents required.	15%
3	Submission of duly signed and sealed Final Approved Plans, Cost Estimates, Specifications, and other documents required; and Mobilization of Construction of essentials MEFPS and other Supporting Civil Works	25%
4	Up to Fifty percent (50%) Completion of Works per Progress Billing.	20%
5	Up to Substantially Completed works of ninety-five percent (95%) of Construction of essential MEFPS and other supporting Civil Works	15%
6	Retention Fee	10%
	<b>TOTAL</b>	<b>100%</b>

The following documents must be submitted to the Procuring Entity before processing of payments to the Contractor:

- a) Progress Billing
- b) Detailed Statement of Work Accomplished (SWA)
- c) Request for payment by the Contractor
- d) Photographs of works accomplished

In consideration of the payment, the Designer/Contractor agrees and undertakes to execute and complete Design and Build Services and remedy any defects therein in conformity with the provisions of the Contract.

The Designer/Contractor shall also undertake to pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered.

## **X. RESPONSIBILITIES OF THE DESIGNER/CONTRACTOR**

### **STAGE I - ARCHITECTURAL AND ENGINEERING (A&E) DESIGN OF FIT-OUT AND LANDSCAPE WORKS**

- 1) The Designer/Contractor shall undertake all works necessary for the A&E Design and Construction of essential MEFPS and other Supporting Civil Works of the proposed office building project;
- 2) Conduct preliminary engineering studies and activities required for the A&E Design of the proposed fit-out of the office building project, in compliance with the provisions of relevant laws, ordinances, codes, rules and regulations;
- 3) Consult and verify with the Philippine Statistics Authority (PSA) to ascertain the requirements of the proposed project;
- 4) The Designer/Contractor shall draft the Terms of Reference (TOR) and assist in estimating the Approved Budget for the Contract (ABC) of the PSA Building Fit-Out and Landscape Works Project. The Designer/Contractor shall likewise assist in the preparation and finalization of bidding documents;
- 5) The Designer/Contractor shall provide ten (10) complete sets (including one original) of the approved plans/drawings, specifications and other tender documents normally required for purposes of bidding, permit application and building construction. However, when extra sets of plans/drawings are required, the cost of production shall be at the expense of the Procuring Entity. The Contractor shall also provide soft copy of plans/drawings, cost estimates and other

documents related to the A&E Design of the proposed fit-out and landscape works for the office building project to the Procuring Entity;

**STAGE II - CONSTRUCTION OF ESSENTIAL MECHANICAL, ELECTRICAL (DATA CONDUIT), FIRE PROTECTION, AND SANITARY (MEFPS) AND OTHER SUPPORTING CIVIL WORKS**

- 1) The Designer/Contractor shall undertake all works necessary Construction works of the essential MEFPS on the proposed office building project;
- 2) Acquire all clearances and permits (*see ANNEX H*) necessary for the Project by providing all documentary requirements without incurring required payments of fees to the Government or Agency of the Government;
- 3) The Designer/Contractor shall verify existing drawings/plans that were the basis for the MEFPS of Bill of Quantities (BOQ) and other Supporting Civil Works and shall make sure that all works conform to regulatory requirements.

The Designer/Contractor shall also assist the Procuring Entity in Post-Construction Services such as but not limited to:

- a. Preparation of checklist/punch-list of the defects/deficiencies and monitor the rectification works therefore;
- b. Providing As-Built plans of essential MEFPS and other Supporting Civil Works duly signed and sealed by the concerned engineers with his/her valid PRC license number, validity of license, and current PTR number affixed/stamped on every page/sheet of the document of the following:
  1. Mechanical
  2. Electrical
  3. Sanitary / Plumbing
  4. Fire Protection
  5. Other Supporting Civil Works
- c. All As-Built plans and Documents shall be delivered in sets as follow:
  1. One (1) set Original copies, scaled 1:100 meters prepared in Auto CAD format, printed/plotted in Mylar paper original copies.
  2. Five (5) sets of Blue prints copies for each plan
  3. Two (2) sets soft copies of AutoCAD of plans/drawings and PDF format of cost estimates, specifications, PERT-CPM, Schedule of

Timeline, and other related documents in CD-ROM/flash drive storage device.

4. Other documents processed and issued in favor of the PSA during the construction periods (i.e. Inspection Reports, Building/ Mechanical/ Electrical Permits, Fire Safety Reports, Clearances and related documents.)

- d. Consolidate project records and operating manuals and guides for easy reference;
- e. Assist in the preparation and issuance of Certificate of Completion of Works;

#### **XI. PROVISIONS FOR STORAGE AND MATERIAL HANDLING**

1. The Designer/Contractor shall store his materials, equipment and tools in one place of the building. The area shall be coordinated with the BCom TWG. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident or damage shall be repaired and/or restored to its original condition.
2. Provisions for securing and safekeeping of stored materials, tools and equipment during the construction project shall be for the account of the Designer-Builder.

#### **XII. CLEARING OF THE SITE**

1. The Designer/Contractor shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish caused by their work to the satisfaction of PSA at no extra cost.

#### **XIII. CONSTRUCTION SAFETY GUIDELINES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS DURING THE COVID-19 PUBLIC HEALTH CRISIS.**

The Designer/Contractor shall refer to the Department of Public Works and Highways (DPWH) Department Order 39, series of 2020 for the construction of essential MEFPS and other Supporting Civil Works including the submission of the Project Execution Plan of the same.

#### **XIV. RESPONSIBILITIES OF THE PROCURING ENTITY**

The Procuring Entity shall:

- (1) Provide full information as to the requirements of the project;
- (2) Designate representative/s authorized to represent the Procuring Entity, if the need arises; and
- (3) Evaluate documents submitted by the Consultant and render decisions to avoid delay in the progress of the Consultant/s work.

**XV. CONFIDENTIALITY**

All relevant data such as maps, reports, plans, diagrams, designs, statistics, specifications, and other supporting record or materials prepared in the course of the design-and-build shall be the property of the Procuring Entity and shall not be used by the Designer/Contractor without the prior written approval. Print and electronic copies of such documents shall be turned-over to the Procuring Entity.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of the Procuring Entity.

**XVI. ASSIGNMENT and/or SUBCONTRACTING**

Except with prior written approval of the Procuring Entity, the Designer/Contractor shall not assign nor sub-contract any part of the design-build scheme.

**XVII. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of the Procuring Entity and Contractor is that of an independent contractor.

**XVIII. INDEMNIFICATION**

The Designer/Contractor shall hold the Procuring Entity free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of design and build scheme.

In addition, the Contractor Designer agrees to protect and defend, at its own expense, the Procuring Entity against claims and liabilities arising from acts or omissions committed by the Contractor or its staff in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify

the Procuring Entity for any damages or liabilities that the Procuring Entity may be compelled to assume arising from said acts or omissions.

## **XIX. CHANGES**

The Procuring Entity may at any time, by written notice to Designer/Contractor, issue additional instructions, changes, or alterations to the work with no additional cost.

## **XX. SUSPENSION AND TERMINATION OF AGREEMENT**

In case of default, failure or refusal on the part of the Designer/Contractor to perform the services in such manner consistent with the results herein contracted for, or non-compliance with the Terms of Reference, the Procuring Entity may issue a Notice of Suspension of Payment and suspend payment completely or in part.

In case any of the conditions as stated above, continue for a period of fourteen (14) days after the issuance of a Notice of Suspension of Payment, the Procuring Entity may terminate the consultancy services.

In any event, the Procuring Entity may terminate the consultancy services upon thirty (30) days written notice to the consultant.

## **XXI. LIQUIDATED DAMAGES**

The Designer/Contractor binds itself to pay liquidated damages in case of any breach of the provisions of the Contract. The Designer/Contractor shall be charged liquidated damages equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action or other remedies open to it.

## **XXII. WARRANTIES OF THE DESIGNER/CONTRACTOR**

- 1) The Designer/Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference.
- 2) The Designer/Contractor warrants, represents and undertakes reliability of the service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the Procuring Entity. It shall employ highly skilled, well-behaved and honest employees with proper identification



cards displayed conspicuously while working within the compound. It shall not obtain the services of any personnel of the Procuring Entity to work in any category.

- 3) The Designer/Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services.
- 4) The Designer/Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;
- 5) The Designer/Contractor, shall coordinate with authorized and/or designated personnel of the Procuring Entity in the performance of their services;
- 6) The Designer/Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and the Procuring Entity shall be specifically released from any responsibility arising therein;
- 7) The Designer/Contractor shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to the Procuring Entity;
- 8) The Designer/Contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest in the design-build contract; and
- 9) The Designer/Contractor who drew up the plans and specifications for a building shall be held liable for damages within fifteen (15) years for the design of the fit-out works they designed from the completion of the structure; the same should collapse by reason of a defect in those plans and specifications, or due to the defects in the ground.

### **XXIII. PROJECT ACCEPTANCE AND TURNOVER**

- 1) The Procuring Entity shall coordinate with DPWH to ensure that the Designer/Contractor and its completed work is:
  - 1.1 In accordance with the Construction Contract documents (plans and specifications) approved by the Procuring Entity.

- 1.2 Able to perform as expected and that the building was properly constructed to allow successful testing, commissioning, and certification.
- 2) Should the Procuring Entity and DPWH notice minor defects after completing the punch list, new items may be added to the list which the Designer/Contractor shall correct prior to final acceptance without cost to the Procuring Entity.
  - 3) The Procuring Entity shall release the retention money upon Final Acceptance of the project.
  - 4) The Warranty Security shall be returned after the completion of the construction of fit-out one (1) year after the issuance of the Certificate of Final acceptance.

#### **XXIV. CONFLICT OF INTEREST**

The Designer/Contractor shall provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Designer/Contractor shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity.

Should a conflict of interest situation arise in the course of the implementation of this Design and Build scheme, not attributable to any act of the Designer/Contractor, the Designer/Contractor must disclose the nature and extent of the conflict within ten (10) days from notice.

#### **BIDS AND AWARDS COMMITTEE**

Philippine Statistics Authority

## **ANNEX - A**

### **Architectural Design Checklist of Requirements/References**

Architectural design shall conform to the following standards:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. The Architectural Act of 2004 (RA 9266) and its latest amended IRR;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
5. National Structural Code of the Philippines (NSCP) 2010;
6. National Plumbing Code of the Philippines (NPCP);
7. Sanitation Code of the Philippines;
8. Mechanical Engineering Code of the Philippines;
9. Philippine Electrical Code;
10. National Electric Code;
11. Existing Local Codes and Ordinances;
12. City Green Building Ordinance;
13. Bureau of Product Standards;
14. Energy Efficiency and Conservation Act (RA11285);
15. The Philippine Green Building Code (RA 11393)

## **ANNEX - B**

### **Interior Design Checklist of Requirements/References**

Interior design shall conform to the following standards:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. The Architectural Act of 2004 (RA 9266) and its latest amended IRR;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
5. National Structural Code of the Philippines (NSCP) 2010;
6. National Plumbing Code of the Philippines (NPCP);
7. Sanitation Code of the Philippines;
8. Mechanical Engineering Code of the Philippines;
9. Philippine Electrical Code;
10. National Electric Code;
11. Existing Local Codes and Ordinances;
12. City Green Building Ordinance;
13. Bureau of Product Standards;
14. Energy Efficiency and Conservation Act (RA11285);
15. The Philippine Green Building Code (RA 11393)

## **ANNEX - C**

### **Structural Design Checklist of Requirements/References**

Structural Design shall conform to the following standards:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. National Structural Code of the Philippines (NSCP) 2010;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Existing Local Codes and Ordinances;
5. City Green Building Ordinance;

Standards:

1. Bureau of Product Standards (BPS);
2. Philippine National Standards (PNS)
3. Underwriters Laboratory (UL);
4. DPWH Blue Book;
5. American Concrete Institute (ACI);
6. American Society for Testing Materials (ASTM);

## **ANNEX - D**

### **Sanitary/Plumbing Design/Works Checklist of Requirements/References**

Sanitary/Plumbing design/works shall conform to the following standards:

Codes:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. National Plumbing Code of the Philippines (NPCP);
4. Sanitation Code of the Philippines;
5. Existing Local Codes and Ordinances;
6. The Philippine Green Building Code (RA 11393)

Standards:

1. Bureau of Product Standards (BPS);
2. Philippine National Standards for Drinking Water;
3. Underwriters Laboratory (UL);
4. National Water Resources Board (NWRB);
5. National Plumbers Association of the Philippines (NAMPA);
6. Philippine Society of Sanitary Engineers, Inc. (PSSE)

## **ANNEX - E**

### **Mechanical Design/Works Checklist of Requirements/References**

Mechanical design/works shall conform to the following standards:

**Codes:**

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. Mechanical Engineering Code of the Philippines (ME Code);
4. Existing Local Codes and Ordinances;
5. Energy Efficiency and Conservation Act (RA11285);
6. The Philippine Green Building Code (RA 11393)

**Standards:**

1. Bureau of Product Standards (BPS);
2. Philippine National Standards for Drinking Water;
3. Underwriters Laboratory (UL) and Factory Manual (FM);
4. International Electro-Technical Commission (IEC) 1998;

## **ANNEX - F**

### **Electrical and Electrical Auxiliaries Design/Works Checklist of Requirements/References**

Electrical and Electrical Auxiliaries design/works shall conform to the following standards:

Codes:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. Philippine Electrical Code;
4. Existing Local Codes and Ordinances;
5. Energy Efficiency and Conservation Act (RA11285);
6. The Philippine Green Building Code (RA 11393)

Standards:

1. Bureau of Product Standards (BPS);
2. Underwriters Laboratory (UL);
3. International Electro-Technical Commission (IEC) 1998;
4. Illumination Engineering Society (IES);
5. National Electrical Manufacturer's Association (NEMA)



## **ANNEX - G**

### **Fire Protection Design/Works Checklist of Requirements/References**

Fire Protection design/works shall conform to the following standards:

Codes:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. Mechanical Engineering Code of the Philippines (ME Code);
4. National Plumbing Code of the Philippines (NPCP);
5. Existing Local Codes and Ordinances;

## **ANNEX - H**

### **Permits and Clearances**

#### **1. BUILDING PERMIT**

##### A. Legal Documents and Clearances

1. Notarized unified OSSCP Application Form
2. Certified Blue Copy of Transfer Certificate
3. Tax Clearance or RPT Receipt & Bill
4. Tax Declaration of the property
5. If the lot is not in the name of the applicant:
  - a. Deed of Absolute Sale
  - b. Award Notice and/or Lease Contract
  - c. Deed of Assignment or Donation
  - d. Duly Notarized Authorization of Representative
  - e. Others
6. Duly Notarized Authorization of Representative
7. For Corporations: Authority to sign (Corporate Secretary's Affidavit)
8. Barangay Clearance
9. Supplemental Documents (if applicable)
  - a. Metropolitan Manila Development Authority (MMDA) and/or Department of Public Works and Highways (DPWH).
  - b. Affidavit of Undertaking, Consent, etc. (if necessary)

##### B. Locational Clearance Requirements

1. Locational Clearance Application Form
2. Lot Plan (for new structures, lot plans should be signed and sealed by a Geodetic Engineer)
3. Architectural Plan
  - a. BP 344 (Accessibility Law) compliance, if applicable
  - b. Site Development Plan (showing parking layout)
4. Building Permit and/or Certificate of Occupancy, previous Locational Clearance and (1) complete set of previous approved building plans, if application is renovation, addition or extension

##### C. Fire Safety Evaluation Clearance Requirements

1. Fire Safety Evaluation Clearance Application Form
2. Fire Protection Plans, if applicable (refer to the Fire Code of the Philippines)
3. Cost Estimate/Bill of Materials (signed and sealed)

##### D. Building Permit Requirements

Technical Documents: Application forms must be duly accomplished, signed and sealed by the professionals & signed by the owner/s)

1. Building Permit Application Form
2. Sanitary/Plumbing Permit Form
3. Electrical Permit Form
4. Mechanical Permit Form
5. Photocopies of each professional's valid Professional Regulation Commission (PRC) ID and current Professional Tax Receipts with seal; and 3 specimen signatures of each professional

E. Building Plans at Minimum Scale 1:100m

Plans must be duly accomplished, signed and sealed by the professionals & signed by the owner/s)

1. Structural Plans (with PRC ID & PTR of the Civil Engineer who signed the plans)
2. Sanitary/Plumbing Plans
3. Electrical Plans
4. Mechanical Plans
5. Electronics Plan

## **2. GREEN BUILDING PERMIT**

### **A. Preliminary Certificate**

#### **a. Mandatory Requirements**

1. Construction Activity Control Pollution Prevention System'
2. Energy Efficiency Plan
3. Water Use Reduction System with Water Efficient Fixtures
4. Waste Management Plan
5. Designated Smoking Area in the building layout
6. Sewage Treatment Plant

#### **b. Elective Requirements**

- **Land/Site Sustainability**

- i. Construction Plan with flood mitigation study
- ii. Construction plan providing access of the public (for mixed use neighborhood)
- iii. Construction plan providing access to establishments or services (for community connectivity)
- iv. Parking lots with bicycles and attendant storage cabinets (for transportation involving bike racks on parking lots)
- v. Parking Plan and layout prescribed by NBC (for transportation involving provision of adequate parking capacity)
- vi. Construction Plan and layout showing landscape in open spaces
- vii. Construction Plan with light-colored paving or open grid
- viii. Construction Plan with Green Roof for plants and trees
- ix. Construction Plan with Storm Water Management

- Energy Efficiency (RA 1152)
  - i. Building Envelope Design
  - ii. Electrical Plan and calculations adopting highest Energy Efficient Ratio (EER)
  - iii. Architectural Plan with natural ventilation
  - iv. Electrical Plan with electric consumption reduction  
Renewable Energy
  - v. Construction Plan with Renewable Energy System  
Water Efficiency
  - vi. Construction Plan with water use reduction
  - vi. Construction Plan with water use reduction involving grey water or rainwater
  
- Materials and Resources
  - i. Construction Plan for construction waste management
  - ii. Architectural and Structural Plan showing layout, elevation and sectional views
  - iii. Use of rapidly renewable materials from plant
  - iv. Construction Plan of water diversion/reduction
  - v. Construction Plan of refuse disposal equipment
  
- Indoor Environment
  - i. Construction Plan with indoor air quality performance
  - ii. Construction Plan with low-emitting materials involving Volatile Organic Compound
  - iii. Construction Plan with refrigerant management involving low Ozone Depleting Potential (ODP) or Global Warming Potential (GWP)
  - iv. Refrigerant Management with use of equipment long service life
  
- Green Points for Management
  - i. Professionals are BERDE accredited

## B. Final Certificate

- a. Application for Final Certification for Green Building (must be applied within the time of construction period)