

documents for submission to BCDA for review or in support of progress payments shall be submitted in three (3) sets of A-4 size quality paper.

- 6.5 Monthly Progress Reports indicating, but not limited to the updates and accomplishments of the activities which the CONSULTANT undertook for a particular month. The monthly reports shall also include the problems encountered by the CONSULTANT in conducting its activities, its recommendations and solutions provided, coordination meetings attended and their outcomes, and log of correspondences.
- 6.6 Six (6) sets of the Inception Report.
- 6.7 Six (6) sets of the Final Design Report.
- 6.8 Electronic files of all deliverables.

## 7. PROJECT DURATION

Except for the on-call services stipulated under Item 4.10 that will be rendered on a later date, the consulting services required under this TOR must be completed in **One Hundred Eighty (180) Calendar Days**, reckoned on the date indicated in the Notice to Proceed.

## 8. APPROVED BUDGET FOR THE SERVICES

The Consulting Services for the Project has an Approved Budget for the Contract (ABC) of **Pesos: Eight Million Two Hundred Thirty Two Thousand and 00/100 Centavos (PhP8,232,000.00)**, inclusive of all applicable taxes and fees.

## 9. MODE OF PAYMENT

In consideration of the services required under this TOR, payment to the CONSULTANT shall be made in the following manner:

- 9.1 Ten percent (10%) of the Contract Price upon submission to and acceptance by BCDA of the Inception Report.
- 9.2 Forty percent (40%) of the Contract Price upon submission of the draft detailed design plans and drawings, survey and investigation results and reports, design analysis and calculations, technical specifications, detailed bill of quantities, cost estimates, unit price analysis, manpower and equipment utilization program, construction methodology, construction schedule and S-Curve, construction safety and health program, cost and manning requirements for the construction management and supervision and other technical reports that may be required by BCDA.
- 9.3 Forty percent (40%) of the Contract Price upon submission to and acceptance by BCDA of the complete set of approved detailed design plans and drawings, survey and investigation results and reports, design analysis and calculations, technical specifications, detailed bill of quantities, cost estimates, unit price analysis, manpower and equipment utilization program, construction methodology, construction schedule and S-Curve, construction safety and health

program, cost and manning requirements for the construction management and supervision, tender documents and other technical reports that may be required by BCDA, including the required number of reproduced copies.

- 9.4 The remaining ten percent (10%) of the Contract Price shall be released under the following conditions:
- 9.4.1 Issuance of Certificate of Completion by BCDA.
  - 9.4.2 Submission of the Final Report by the CONSULTANT and approval of the Final Report by BCDA.
  - 9.4.3 Submission of the CONSULTANT of a Sworn Statement that it shall provide on-call services during the bidding and construction phase of the Project subject to the conditions under this TOR at no additional cost to BCDA.

## 10. QUALIFICATIONS OF THE CONSULTANT

- 10.1 The Consultant (in case of a Joint Venture (JV), at least one of the JV partners) should be a reputable firm with at least ten (10) years of business operation in detailed architectural and engineering design;
- 10.2 The Consultant (in case of a JV, at least one of the JV partners) should have undertaken at least one (1) detailed architectural and engineering design of projects similar in nature for the last ten (10) years; and
- 10.3 The key personnel who shall work for the project must meet the qualifications under Section 14 of the TOR.

## 11. SHORTLISTING OF PROSPECTIVE BIDDERS

The shortlisting, which shall consist of at most five (5) prospective bidders who will be entitled to submit bids, shall be based on the following criteria and rating:

Criteria	Rating
1. Relevant Experience of the CONSULTANT	40%
2. Qualification of the Key Personnel to be assigned to the Project	50%
3. Current Workload Relative to Capacity	10%
<b>Total</b>	<b>100%</b>

The prospective bidders must pass the required minimum score of seventy percent (70%) to be shortlisted. Failure to meet the specified requirements in the shortlisting would result to a zero (0) rating for the specific criterion.

## 12. DETERMINATION OF THE HIGHEST RATED BID (HRB)

The shortlisted bidders shall be subjected to evaluation to determine the bidder with HRB, wherein the criteria and rating are as follows:



Criteria	Rating
1. Relevant Experience of the CONSULTANT	30%
2. Qualification of the Key Personnel to be assigned to the Project	40%
3. Plan and Methodology	30%
<b>Total</b>	<b>100%</b>

To be declared as HRB, the bidder shall pass the required minimum technical score of seventy percent (70%). Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.

As part of the evaluation on the plan and methodology criteria, the shortlisted bidders shall submit a Conceptual Plan for the elevated walkway including, but not limited to, renders or perspectives, design concept, inspirations or pegs, design approach or methodology, taking into consideration the recommended architectural design character and sensitivity and responsiveness of the design across all genders of society.

Also, shortlisted bidders are required to make oral presentation of the plan and methodology including the conceptual design.

### 13. EVALUATION PROCEDURE

In order to determine the CONSULTANT with the Highest Rated Bid, BCDA shall conduct an evaluation of bids using the Quality-Based Evaluation (QBE) Procedure.

### 14. MANNING REQUIREMENT

The CONSULTANT shall provide a team of qualified specialists, support and administrative staff (not necessarily limited to those listed below) with satisfactory experience in design projects. The CONSULTANT shall provide the resources to fulfil the requirements described in this TOR.

The CONSULTANT is required to have the following qualifications and experience amongst its team members:

#### Key Personnel

Key Personnel	Qualifications/Experience
<b>Team Leader/Project Manager</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Civil Engineer or Licensed Architect with at least 10 years of work experience</li> <li>• Was involved in at least 2 completed detailed design projects</li> </ul>
<b>Lead Architect</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Architect with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Structural Engineer</b>	<ul style="list-style-type: none"> <li>• Must be a Structural Engineer with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed</li> </ul>

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	detailed design project
<b>Lead Geotechnical/Foundation Engineer</b>	<ul style="list-style-type: none"> <li>• Must be a Geotechnical/Foundation Engineer with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Geodetic Engineer</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Geodetic Engineer with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Electrical Engineer</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Electrical Engineer with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Mechanical Engineer</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Mechanical Engineer with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Sanitary/Plumbing/Drainage Engineer</b>	<ul style="list-style-type: none"> <li>• Must have at least 5 years of work experience as Sanitary/Plumbing/Drainage Engineer</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Sr. Quantity/Cost/Specifications Engineer</b>	<ul style="list-style-type: none"> <li>• Must have at least 5 years of work experience as Quantity/Cost/Specifications Engineer</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>
<b>Lead Landscape Architect</b>	<ul style="list-style-type: none"> <li>• Must be a licensed Landscape Architect with at least 5 years of work experience</li> <li>• Was involved in at least 1 completed detailed design project</li> </ul>

Failure of the CONSULTANT to meet the specified requirements would result to a zero (0) rating for the specific criterion.

**Support Staff:**

1. Architect
2. Structural Engineer
3. Geotechnical/Foundation Engineer
4. Electrical Engineer
5. Mechanical Engineer
6. Sanitary/Plumbing/Drainage Engineer
7. Quantity/Cost/Specifications Engineer
8. CAD Operator 1

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- 9. CAD Operator 2
- 10. Survey Aide

**14. PERFORMANCE SECURITY**

- 14.1 To guarantee the faithful performance by the winning CONSULTANT of its obligations under the Contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from BCDA and in no case later than the signing of the Contract.
- 14.2 The performance security shall be denominated in Philippine Pesos and posted in favor of BCDA in an amount equal to the percentage of the total contract price in accordance with the following schedule.

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</b>
<ul style="list-style-type: none"> <li>a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</li> <li>b. Bank/draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or commercial Bank, if issued by a foreign bank.</li> </ul>	Five percent (5%)
<ul style="list-style-type: none"> <li>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</li> </ul>	Thirty percent (30%)

- 14.3 The Performance Security shall be forfeited in favor of BCDA should the CONSULTANT fail to fulfill any of its obligations under this TOR or the Contract. Additional penalties may also be imposed upon the CONSULTANT for such failure.

**15. STANDARD OF SERVICES**

The CONSULTANT shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The CONSULTANT shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the CONSULTANT shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the CONSULTANT in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The

CONSULTANT shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

## 16. GENERAL TERMS AND CONDITIONS

### 16.1 Delay: Extension of time: Force Majeure

Any delay on the agreed completion date from failure of performance by either of the party shall not constitute a default hereunder nor shall give rise to any claim if such delay or failure is wholly attributable to acts of God, any act of sabotage, war, armed invasion, revolution insurrection blockade, riot, declaration of national emergency, industry-wide strike, or any other cause beyond the reasonable control of either Party, or which cannot be avoided by the CONSULTANT or BCDA despite the exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works the performance of which is affected by such force majeure. Immediately after such notification, the parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect(s) of the force majeure: provided that the party affected shall be entitled to an extension of the contract time for the number of days of the delay incurred by reason of the causes above mentioned at no additional cost to BCDA.

### 16.2 Ownership of Reports and Documents

The reports, drawing, documents and materials compiled or prepared in the course of the performance of the Services are and shall remain the absolute properties of BCDA and shall not be used by the CONSULTANT for purposes unrelated to the contract without the prior written approval of BCDA. Any equipment supplied by the BCDA, or for which payments are made or reimbursed under this Contract shall become and remain the property of BCDA.

### 16.3 Confidentiality

Except with the prior written consent of BCDA, the CONSULTANT or its Principals and Staff shall not at any time communicate to any person or entity any information disclosed to them by BCDA for the purpose of the Services, nor shall the CONSULTANT or its Principals and Staff make public any information as to the recommendations formulated in the course of or as a result of the Services.

### 16.4 Representation and Warranties

The Parties hereby represent and warrant that no government official has benefited directly or indirectly from the Contract. The Parties warrant that they have not offered or given, and will not offer or give to any employee, agent or representative or either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.



# **Eligibility Documents**