



**REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
BASES CONVERSION AND DEVELOPMENT AUTHORITY**

ELIGIBILITY DOCUMENTS

**CONSULTING SERVICES FOR THE
PREPARATION OF SITE DEVELOPMENT
PLAN AND DETAILED ARCHITECTURAL
AND ENGINEERING DESIGN FOR THE
RELOCATION AND FUNCTIONAL
REPLICATION OF THE PHILIPPINE NAVY
AND PHILIPPINE MARINE CORPS
STRUCTURES/FACILITIES AND UTILITIES**

NOVEMBER 2018

Handwritten signatures in blue ink.

Table of Contents

Request for Expression of Interest
Terms of Reference
Eligibility Documents
Eligibility Data Sheet
Eligibility Forms
Checklist of Requirements

Q. P.

for Q.

Request for Expression of Interest (REI)

Q/ps

de Q

REQUEST FOR EXPRESSION OF INTEREST

CONSULTING SERVICES FOR THE PREPARATION OF SITE DEVELOPMENT PLAN AND DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE RELOCATION AND FUNCTIONAL REPLICATION OF THE PHILIPPINE NAVY AND PHILIPPINE MARINE CORPS STRUCTURES/FACILITIES AND UTILITIES

1. The Bases Conversion and Development Authority (BCDA), through its 2018 Corporate Budget, intends to apply the sum of **Pesos: Fifty Eight Million Four Hundred Fifty Two Thousand Eight Hundred Pesos (Php58,452,800.00)**, inclusive of all applicable taxes and fees, being the Approved Budget for the Contract (ABC) for the Consulting Services for the Preparation of Site Development Plan and Detailed Architectural and Engineering Design for the Relocation and Functional Replication of the Philippine Navy and Philippine Marine Corps Structures/Facilities and Utilities. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The Eligibility Documents including the Terms of Reference (TOR) for the project can be downloaded from the BCDA Website (<http://www/bcda.gov.ph/>) or can be secured, **free of charge**, by the interested proponent at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City from 27 November 2018 to 06 January 2019 from 8:00 AM to 5:00 PM, except Saturdays, Sundays and Holidays, and 07 January 2019 from 8:00 AM to 8:30 AM.
3. BCDA now calls for the submission of Eligibility Documents for the Consulting Services for the Preparation of Site Development Plan and Detailed Architectural and Engineering Design for the Relocation and Functional Replication of the Philippine Navy and Philippine Marine Corps Structures/Facilities and Utilities.
4. A Pre-Eligibility Conference for the discussion of the Eligibility Documents will be conducted on 06 December 2018 at 11:30 AM at the BCDA Corporate Center, with the same address given above.
5. Consultants must submit the accomplished Eligibility Documents on or before 07 January 2019 at 8:30 AM at the BCDA Corporate Center, with the same address given above. Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion. The Opening of the Eligibility Documents is on 07 January 2019 at 9:00 AM at the BCDA Corporate Center, with the same address given above.
6. The interested consultants must be registered online with the Philippine Government Electronic Procurement System (<http://www.philgeps.net/>) as a legitimate service provider for government requirements.
7. The BCDA Bids and Awards Committee for Consulting Services (BAC-C) shall draw up the shortlist of consultants from those who have submitted Eligibility Documents and have been determined as eligible in accordance with the provisions of Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations (IRR).

The qualifications of the consultants are the following:

7.1 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; and

7.2 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 contract equivalent to 50% of the ABC for the last ten (10) years (from November 2008 to November 2018).

The shortlisted bidders shall consist of not more than five (5) prospective consultants who will be entitled to submit bids. The criteria and rating system for shortlisting are as follows:

Criteria	Rating
Relevant Experience of the Consultant	30%
Qualification of the key Personnel to be Assigned to the Project	50%
Current Workload Relative to Capacity	20%
Total	100%

The prospective Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted.

8. Shortlisted Consultants may purchase the Bid Documents from 14 January 2019 to 31 January 2019 from 8:00 AM to 5:00 PM, except Saturdays, Sundays and Holidays, for a non-refundable fee of **Twenty Five Thousand Pesos (Php25,000.00)** at BCDA Corporate Center, with the same address given above.
9. Bidding will be conducted through open competitive bidding and is restricted to Filipino citizens/sole proprietorships, cooperatives and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
10. BCDA shall evaluate bids using the Quality-Cost Based Evaluation (QCBE) procedure wherein the technical and financial proposal shall be given corresponding weight equivalent to 75% (technical) and 25% (financial).
11. The contract shall be completed within **Nine (9) Months** reckoned from the date stated in the Notice to Proceed to be issued to the Consultant.
12. BCDA reserves the right to reject any and all bids, annul or cancel the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

JEFF RANDELL B. VIÑAS

Head Secretariat, BAC for Consulting Services

Telephone Number: 575-1739

Email Address: jbvinas@bcda.gov.ph

Date of Posting: 27 November 2018

JOSHUA M. BINGCANG

Chairperson

Bids and Awards Committee for Consulting Services

Telephone Number: 575-1700

Email Address: jmbingcang@bcda.gov.ph



Terms of Reference (TOR)

[Handwritten signature]

[Handwritten signature]

TERMS OF REFERENCE

CONSULTING SERVICES FOR THE PREPARATION OF SITE DEVELOPMENT PLAN AND DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE RELOCATION AND FUNCTIONAL REPLICATION OF THE PHILIPPINE NAVY AND PHILIPPINE MARINE CORPS STRUCTURES/FACILITIES AND UTILITIES

1. GENERAL BACKGROUND

Republic Act No. 7227 (RA 7227), otherwise known as the Bases Conversion and Development Act of 1992, as amended, transferred the ownership of certain portions of Fort Bonifacio in Taguig City to BCDA for development and disposition, in order to raise funds for the Department of National Defense/Armed Forces of the Philippines (DND/AFP) Modernization Program, as well as for the development of other former US Military Bases into alternative productive civilian uses. The two (2) properties, which are now known as the Bonifacio South Pointe (BSP), containing an area of 33.13 hectares, and the Navy Village, containing an area of 25.84 hectares, are properties transferred to BCDA for development and disposition is shown in the location map attached as **Annex "A"**.

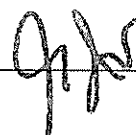
On 05 June 1998, BCDA, DND – Philippine Navy (PN) and the Department of Finance (DOF) executed a Memorandum of Agreement (MOA) for the clearing of the Philippine Marine Corps facilities and Navy Officers Quarters, structures/facilities and utilities in the Bonifacio Naval Station and relocation of said facilities to the relocation sites designated by the DND/AFP.

BCDA is now in the process of preparing the development and disposition of the 33.13-hectare BSP and 25.84-hectare Navy Village. However, approximately 21.63-hectare portion of BSP is currently being occupied by the Philippine Marine Corps (PMC) facilities, and the Navy Village is currently being used as the Navy Officers Quarters, structures/facilities and utilities under the Philippine Navy (PN).

To implement the planned development and disposition of the BSP and the Navy Village by BCDA, there is a need to clear the two (2) properties from its present occupants and existing structures/facilities. Hence, the BCDA and DND/AFP agreed for the relocation and functional replication of the PN and PMC structures/facilities to the relocation sites designated by the DND/AFP.

The PN and PMC structures/facilities and utilities shall be relocated to a portion of the approximately 22.54-hectare area of the Bonifacio Naval Station (BNS) Lot 1, as shown in the relocation map attached as **Annex "B1"** and at Naval Station Pascual Ledesma (NSPL), Fort San Felipe, Cavite City attached as **Annex "B2"** hereof, while the Philippine Marines Operational Facilities shall be relocated at the approximately 100-hectare area in the Bataan Technology Park (BTP) as shown in the relocation map attached as **Annex "B3"**, Marine Base Gregorio Lim in Ternate, Cavite attached as **Annexes "B4-B7"**, Naval Station Leovigildo Gantioqui, San Antonio, Zambales (NSLG) attached as **Annex "B8"**.

The functional replication of the PN and PMC structures/facilities and utilities involves the replacement and improvement of the facilities with same specific purpose and functions employing modern design, technology and materials that are currently used in the market at the agreed relocation sites incorporating basic design requirements, such as safety, and other basic necessity, and turnover of the same to PN and PMC in a ready-to-use condition.



2. DESCRIPTION OF CONSULTING SERVICES

The Consulting Services required under this Terms of Reference (TOR) shall be the preparation of the following, but not limited to:

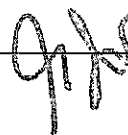
- a. Detailed Site Development Plan (SDP) of the relocation sites;
- b. Detailed architectural and engineering plans of respective structures/facilities and utilities subject for replication as listed in **Annex "C"**;
- c. Detailed cost estimates, unit price analyses and technical specifications of respective structures/facilities and utilities subject for replication; and
- d. Tender documents required for the bidding of Contractor to perform actual replication of the PN structures/facilities and utilities.

Collectively, herein referred to as the "**Project**".

3. SCOPE OF SERVICES

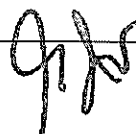
The CONSULTANT shall render the following services, but not limited to:

- 3.1. Prepare at least three (3) conceptual design and site development plan wherein BCDA will select which of the submitted conceptual design will be implemented.
- 3.2. Conduct applicable Detailed Engineering Surveys and Investigations which includes, but not limited to boundary/route survey, topographic survey, profile leveling, establishment of horizontal and vertical controls, cross section survey, structural/facilities and utilities survey (e.g. water, power, communication lines, etc.), geotechnical investigation, water resistivity test, construction materials investigation survey, other field surveys and investigations necessary to carry out the Project.
- 3.3. Coordinate with the AFP-PN thru BCDA on the functionalities, purposes and correlations of respective structures/facilities and utilities subject for replication as listed in **Annex "C"**, which information may be needed for the proper planning and layout of structures/facilities and utilities within the identified relocation sites for the smooth, efficient and effective operation and security within the camps. The CONSULTANT shall use the Conceptual Site Development Plans as guide in the preparation of the Site Development Plan of the relocation sites.
- 3.4. Coordinate with the AFP-PN thru BCDA for the preparation and approval of space allocations, individual floor plans, basic specifications/finishes and conceptual perspective of the respective structures/facilities and utilities to be replicated before proceeding with the detailed architectural and engineering design. The CONSULTANT shall use the list of structures/facilities and utilities for replication as reflected in **Annex "C"** with the indicative respective areas as basis in the preparation of the individual detailed plans thereof. Further, for purposes of maximizing the usage of the property and reduction of cost, the CONSULTANT may propose the consolidation of two or more of the listed structures/facilities into one structure (either single or multi-storey) without compromising the operation and security within the camps.
- 3.5. Coordinate with the concerned utility providers, possible options to be considered in the design, for the removal/relocation of existing utilities (if any) that will be affected



by the Project. The CONSULTANT shall also responsible in coordinating with the utility providers for the tapping points of the necessary utilities for the Project.

- 3.6. Undertake site development, detailed design of the architectural, structural, electrical, mechanical, sanitary, plumbing and drainage system, fire protection system and landscape components of the Project.
- 3.7. Provide the following Detailed Design Plans/Drawings and Reports including any revisions and refinements as approved and required by BCDA:
 - a. Detailed Engineering Survey and Investigation Results, Plans/Drawings and Reports;
 - b. Detailed Site Development Plan;
 - c. Detailed Architectural Plans;
 - d. Detailed Structural Plans;
 - e. Detailed Electrical Plans;
 - f. Detailed Mechanical Plans;
 - g. Detailed Sanitary, Plumbing and Drainage Plans;
 - h. Detailed Fire Protection Plans;
 - i. Detailed Road, sidewalk, drainage and slope protection plan, profile and cross-section details including plans and details of streetlights, access ramp, driveway, road signs and pavement markings;
 - j. Detailed Landscape Plans including planting details;
 - k. Detailed Plans for the removal/relocation of existing utilities (if any);
 - l. Design Analysis which includes basis of designs and design calculations;
 - m. Detailed Technical Specifications which shall include descriptions of work items, material requirements, construction requirements and methods, methods of measurements, and basis of payments. Sampling, testing and inspection requirements, material requirements and delivery schedules, shall be included in the specifications on applicable work items;
 - n. Detailed Bill of Quantities, Cost Estimates including Detailed Unit Price Analyses;
 - o. Cover Sheet, Project Location and Vicinity Map, Drawing Index, Summary of Quantities, General Notes, Legends, Symbols, Definitions and Abbreviations; and
 - p. Other necessary plans/drawings, details and reports that may be required by BCDA.
- 3.8. Comply with minimum technical descriptions in the preparation of the detailed architectural and engineering designs as shown in the attached **Annex "D"**.
- 3.9. Provide Tender Documents based on the revised Implementing Rules and Regulations of Republic Act No. 9184.
- 3.10. Provide manpower and equipment utilization program, construction methodology, construction schedule and S-Curve for the Project.
- 3.11. Provide manpower requirement, deployment schedule, remuneration cost and miscellaneous expenses for the Construction Management and Supervision of the Project.



- 3.12. Provide the minimum requirements for a construction safety and health program for the Project.
- 3.13. Secure the approval of the DND/AFP/PN for the consulting services provided in Section 2.

4. RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT shall perform the design services to the highest standards of professional and ethical competence and integrity. The CONSULTANT's responsibilities include, but are not limited to the following:

- 4.1. Undertake and provide the detailed site development plan and detailed architectural and engineering design for the Project that conforms to the provisions of the latest National Building Code of the Philippines, National Structural Code of the Philippines, Electrical Engineering Law, Mechanical Engineering Law, Plumbing Code, Fire Code, Accessibility Law, DPWH Design Standards, DND/AFP Standards and other laws and regulations covering safety and environmental concerns and local ordinances and regulations.
- 4.2. Accept full responsibility for the consulting services to be performed under this TOR including applicable warranties on the quality and soundness of the design.
- 4.3. Facilitate and ensure that the design will be approved by the concerned government agencies, local government unit and utility providers.
- 4.4. Keep accurate and systematic records and accounts with respect to the Services in such form and with such details as is customary and sufficient to establish accurately that the costs and expenditures under this TOR have been duly incurred.
- 4.5. Except with the prior written approval of BCDA, it shall neither assign nor sub-contract any part of the professional services under this TOR to any person or firm.
- 4.6. Agree that during or after the conclusion or termination of Agreement, limit its role in the Project to providing the Services herein defined and hereby disqualifies itself and any other contractor, consulting engineer or manufacturing firm with which it is associated or affiliated, whether as owner of more than five percent (5%) of the outstanding capital stock or as proprietor or agent or consultant, from providing goods and services for the Project, without BCDA's prior written approval.
- 4.7. 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 thereto 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.

During the effectivity of the Agreement, the CONSULTANT shall not render its services directly to any person or entity who is or has been an adverse party in any litigation or issue against BCDA or whose business or interest are in conflict with or against the interest of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of this Agreement.

In all cases, the CONSULTANT who may be indirectly associated with any person or entity that may have a conflict of interest or bias against BCDA and its subsidiaries shall be required to disclose in writing to BCDA the extent of such relationship/dealing in order for BCDA to act accordingly.

- 4.8. Provide on-call services during the meeting with DND/AFP/PN, bidding process and construction phase of the Project, answer queries/clarifications and provide technical assistance in the modification of the design that may arise during the implementation of the Project at no additional cost to BCDA.
- 4.9. Execute a Non-Disclosure Agreement with BCDA.

5. DATA AND SERVICES TO BE PROVIDED BY BCDA

- 5.1 BCDA shall provide to the CONSULTANT for reference all available documents pertaining to the Project. Whenever practicable, BCDA shall provide assistance to the CONSULTANT in securing data from concerned government agencies/offices and utility providers.
- 5.2 BCDA shall arrange the free and unimpeded access by the CONSULTANT's personnel to the Project site, the access of which is required for the performance of the services, subject to Camp Rules and Regulations.

6. DELIVERABLES

The deliverables of the CONSULTANT shall include, but shall not be limited to the following:

- 6.1 Signed detailed design plans and drawings on one original A-1 size Mylar Sheet and five (5) other copies in blue print or as required by the approving agencies.
- 6.2 Survey and investigation results and reports, design analysis and calculations, technical specifications, detailed bill of quantities, cost estimates, unit price analysis and tender documents in six (6) sets of A-4 size quality paper.
- 6.3 Manpower and equipment utilization program, construction methodology, construction schedule and S-Curve, construction safety and health program

as well as the manpower requirement, deployment schedule, remuneration cost and miscellaneous expenses for the construction management and supervision of the Project in six (6) sets of A-4/A-3 size quality paper.

- 6.4 Draft drawings for submission to BCDA for review or in support of progress payments shall be submitted in three (3) sets of A-3 size quality paper. All other 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 4.8 that will be rendered on a later date, the consulting services required under this TOR must be completed in **Nine (9) months** inclusive of the DND/AFP/PN approval of the designs, 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 **Fifty Eight Million Four Hundred Fifty Two Thousand Eight Hundred Pesos (Php58,452,800.00)**, 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 Ten percent (10%) of the Contract Price upon submission and finalization of the conceptual designs to BCDA.
- 9.3 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 Thirty percent (30%) 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; and

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 contract equivalent to 50% of the ABC for the last ten (10) years (from November 2008 to November 2018).

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	30%
2. Qualification of the Key Personnel to be assigned to the Project	50%

3. Current Workload Relative to Capacity	20%
Total	100%

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	30%
3. Plan of Approach and Methodology	40%
Total	100%

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.

13. EVALUATION PROCEDURE

In order to determine the CONSULTANT with the Highest Rated Bid, BCDA shall conduct an evaluation of bids using the Quality-Cost Based Evaluation (QCBE) Procedure wherein the technical and financial proposal shall be given corresponding weight equivalent of **75% (technical) and 25% (financial)**.

14. MANNING REQUIREMENT

The CONSULTANT shall provide two (2) teams of qualified, experienced, physically and mentally fit key personnel, 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 fulfill the requirements described in this TOR. One team shall handle the PN facilities and the other team the Philippine Marines facilities.

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

Key Personnel

Key Personnel	No.	Qualifications/Experience
Team Leader/Project Manager	1	<ul style="list-style-type: none"> ● Must be a licensed Civil Engineer or Licensed Architect with at least 10 years work experience in design. ● Was involved in at least 2

		completed detailed design projects
Lead Architect	2	<ul style="list-style-type: none"> • Must be a licensed Architect with at least 5 years work experience in design. • Was involved in at least 1 completed detailed design project.
Lead Structural Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Civil Engineer with at least 5 years work experience as Design Structural Engineer • Was involved in at least 1 completed detailed design project
Lead Geotechnical/ Foundation Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Civil Engineer with at least 5 years work experience as Design Geotechnical/Foundation Engineer • Was involved in at least 1 completed detailed design project
Lead Geodetic Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Geodetic Engineer with at least 5 years work experience
Lead Electrical Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Electrical Engineer with at least 5 years work experience as designer • Was involved in at least 1 completed detailed design project
Lead Mechanical Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Mechanical Engineer with at least 5 years work experience as designer • Was involved in at least 1 completed detailed design project
Lead Sanitary/Plumbing/Drainage Engineer	2	<ul style="list-style-type: none"> • Must be a licensed Civil Engineer or Sanitary Engineer with at least 5 years work experience as design Sanitary/Plumbing/Drainage Engineer • Was involved in at least 1 completed detailed design project
Lead Quantity/Cost/Specification	2	<ul style="list-style-type: none"> • Must be a licensed Civil Engineer with at least 5 years of

ns Engineer		work experience as Quantity/Cost/Specifications Engineer <ul style="list-style-type: none"> Was involved in at least 1 completed detailed design project
Lead Environmental Planner	2	<ul style="list-style-type: none"> Must be a licensed Environmental Planner with at least 5 years of work experience as Environmental Planner Was involved in at least 1 completed design project

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

15. PERFORMANCE SECURITY

15.1 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.

15.2 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.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank 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.	Five percent (5%)
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	Thirty percent (30%)

15.3 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.

16. 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.

17. GENERAL TERMS AND CONDITIONS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

- end -

