

## TERMS OF REFERENCE

Consulting Services for the Architectural and Detailed Engineering Design for the **COMPLETION OF MULTI-PURPOSE GYMNASIUM** of **Philippine Science High School-Central Mindanao Campus (PSHS-CMC)** located in *Nangka, Balo-i, Lanao de Norte*

### A. BACKGROUND

Philippine Science High School-Central Mindanao Campus will be completing its MULTI-PURPOSE GYMNASIUM located in Nangka, Balo-i, Lanao de Norte with an allocated budget as per 2020 National Expenditure Program (NEP) amounting to Twenty-Five Million Pesos (Php 25,000,000.00).

The Approved Budget for the Contract (ABC) of the abovementioned **consulting services is One Million Two Hundred Fifty Thousand Pesos Only (Php 1,250,000.00).**

With this, the PSHS-CMC intends to engage the technical and professional expertise of a consultant firm/company to undertake the following general Architectural and Detailed Engineering works:

A.1. Prepare and submit Design Standards in accordance with appropriate standards and accepted detailed engineering practice of PSHS System and the Department of Public Works and Highways (DPWH). Design standards for structures shall take into account, among other things, the seismicity of the area to determine the optimum safety of structures in the event of an earthquake.

A.2. Prepare and conduct Field Surveys, Investigation Reports and seek queries of the end users desired design. These field investigations shall be carried out in accordance with the design guidelines, criteria and standards adopted by the PSHS System and the DPWH. All survey and investigation works shall be prepared in a manner satisfactory to carry out accurate design and production of plans.

PSHS-CMC envisions to construct a multi-purpose gymnasium which will be used during school's various activities such as but not limited to physical education/sports activities away from weather disturbance and major school programs like graduation ceremony, foundation day, trainings and conferences and many others. This facility is a state-of-the art yet economical, energy saving and environment friendly.

### B. OBJECTIVES

The objective of hiring an Architectural and Detailed Engineering Design Consultant is to tap its expertise in developing the architectural and detailed engineering design for the Completion of Multi-purpose Gymnasium project, which will be used as basis for preparing the Scope of Work, and the Technical Specifications of the

civil works.

## **C. SCOPE OF WORK & SERVICES**

### **C.1. PRE-CONSTRUCTION PHASE**

Submit a desirable Architectural and Detailed Engineering plan for the proposed construction/ development project that is compliant with the minimum building and design specifications of PSHS.

C.1.1. Prepare and Conduct Field Surveys, Investigation Reports and seek queries of the end users desired design.

C.1.2. Prepare a complete set of architectural drawing consisting of the following sketches and charts:

C.1.2.1. Site & Design Plan – showing the boundaries, structures and any existing features of the gymnasium. Together with the structures to be added for the completion.

C.1.2.2. Framing plan – depicting the frame and structures of walls, joists, steel trusses and beams which would reveal the structural strength of the added structures.

C.1.2.3. Roof Plan – presenting the top view of the entire roof system, including the ridges, hips, valleys, rakes, and eaves, including the location of the gutters and downspouts.

C.1.2.4. Electrical Plan – Showing the location of big gymnasium ceiling fans.

C.1.2.5. Elevation – Showing the front, side, and rear exteriors of the building, providing a flat straight-on-view of the siding, windows, doors and the entire exterior of the building from the ground floor to the roof ridge.

C.1.2.6. Cross-sections – Showing all the hidden details of the building through a cross section (imaginary line) through the middle of the structure so that the interior of the walls, floors, ceilings and roof can be examined.

C.1.2.7. Construction Plan and Building Design – Showing the detailed construction plan of the gymnasium, as well as the location and general design of each building.

C.1.2.8. A detailed Interior and Exterior Design – Highlighting specific areas of completing works such as color scheme of painting works, external façade, Floor and bench finishes.

C.1.3. Conduct a schedule of detailed engineering activities for COMPLETING ITS MULTI-PURPOSE GYMNASIUM that shall include the following:

- C.1.3.1. Preparation of Building Plan, Design, Specifications and Structural Analysis
- C.1.3.2. Preparation of Technical Specifications
- C.1.3.3. Preparation of Bill of Materials and Cost Estimates
- C.1.3.4. Preparation of Detailed Unit Price Analysis (DUPA)
- C.1.3.5. Preparation of Proposed Construction Schedule and Estimated Cash Flow
- C.1.3.6. Attend the bidding conferences.
- C.1.3.7. Provide all the necessary documents needed for Building Permit purposes.

C.1.4. The CONSULTANT shall submit to the Head of Procuring Entity (HOPE), within Forty-five (45) Calendar days from receipt of the Notice to Proceed (NTP), the detailed approach, work plan and schedule,

## **C.2. CONSTRUCTION PHASE**

- C.2.1. Be available for upon request of the Philippine Science High School-Central Mindanao Campus (PSHS-CMC).
- C.2.1. Recommending Approval of Progress and Final Billings of the awarded Contractor.
- C.2.2. Monthly visit the work site to assure compliance with drawings, specifications and bring to the attention of PSHS-CMC on matters requiring immediate action or decision.
- C.2.3. Conduct joint inspection of the project at agreed regular intervals during construction, with the contractor and the PSHS-CMC and other concern parties.
- C.2.4. Revise drawing plans on occurring changes on actual site conditions

## **C.3. POST CONSTRUCTION PHASE**

- C.3.1. Conduct final inspection with the PSHS-CMC and Contractor.
- C.3.2. Certify completion of works in accordance with the approved plans and specifications and recommend the issuance of certificate of completion after final inspection and acceptance.
- C.3.3. Assist the Philippine Science High School and the contractor(s) on the preparation and submission of all forms and supporting documents required by the concerned government agencies.

## **D. SUBMITTALS AND OTHERS**

The Consultancy Firm shall prepare and submit the following reports:

- D.1. Three (3) sets of Preliminary drawings and design reports.
- D.2. Six (6) sets of Final drawings including all supporting analyses, complete construction drawings, General Conditions and Technical Specifications. Additional

copies requested by the Owner shall be charged separately.

#### **E. DURATION OF CONTRACT (45 calendar days)**

##### **E.1. Component I – Field Study and Investigation**

###### **E.1.1. Schedule of detailed engineering activities**

Within fifteen (15) calendar days from receipt of Notice to Proceed.

*Refer to section C.1.1. and C.1.4 of this document.*

##### **E.2. Component II - Architectural and Detailed Engineering Design**

###### **E.2.1. Design Phase/ Schematic Design Phase**

Within thirty (30) calendar days from the completion of the approved Field Study and Investigation Reports.

*Refer to sections C.1.2 and C.1.3. of this document.*

##### **E.3. Component III – Project Supervision**

###### **E.3.1 Project Supervision Phase**

Periodic supervision for the duration of the project construction phase but not more than Three Hundred (300) calendar days from the receipt of the Notice to Proceed (NTP).

#### **F. CONSULTANCY SERVICE REQUIREMENTS**

F.1. A consultancy firm/ company with experience in Architecture and Detailed Engineering design with the following profile:

F.1.1. A corporate or partnership entity duly registered with the Philippines Securities and Exchange Commission, and where the majority shareholder is a Filipino;

F.1.2. Must be operational for at least Five (5) years;

F.1.3. Must have at least five (5) years of consulting experience in Architecture and Detailed Engineering design

#### **G. MANPOWER AND QUALIFICATION REQUIREMENTS**

##### **G.1. PERSONNEL**

G.1.1 Architect - The Design Architect must be duly-licensed with at least five (5) year experience in the design of residential, academic or institutional facilities and other buildings.

G.1.2 Civil Engineer / Structural Engineer - The Civil Engineer / Structural Engineer must be a duly-licensed Civil Engineer with at least five (5) year experience in structural design.

G.1.3 Electrical Engineer - The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) year experience in the design of lighting, power distribution, communication systems.



G.1.4 CAD operators / Draftsmen - with at least two (2) year experience in CAD works.

G.2. The CONSULTANT may provide additional personnel for the proper and timely completion of the project, but at no additional cost to PSHS.

G.3. The CONSULTANT must provide the Professional Regulation Commission (PRC) License and Professional Tax Receipt (PTR) of assigned staff for this project (*refer to section G.1.*), as well as any relevant proof of skills, qualifications, work experience and professional certifications that shall establish the qualifications of the staff for the job.

G.4. There shall be no replacement of identified Architect and/ or Structural Engineer assigned in the project until after fifty percent (50%) of the personnel man-months have been served, except for justifiable reason/s. Any replacement shall be approved by the Head of the Procuring Entity (HOPE).

## **H. DATA, LOCAL SERVICES AND FACILITIES (Provided by PSHS)**

H.1. MULTI-PURPOSE GYMNASIUM AS BUILT PLANS of previous phases

## **I. RESPONSIBILITIES OF PSHS**

The Project Management Office (PMO) shall:

I.1. Receive/review/evaluate/recommend approval of Conducted Field Surveys, Investigation Reports and queries to the end users desired design mentioned in Section C.1.1. within five (5) calendar days from receipt thereof;

I.2. Receive/review/evaluate/recommend approval of architectural drawing consisting of the following sketches and charts as mentioned in Section C.1.2. within five (5) calendar days from receipt thereof;

I.3. Receive/review/evaluate/recommend approval of documents pertaining the detailed engineering activities/ work plan and schedule for Completion of Multipurpose gymnasium as mentioned in Section C.1.3. within five (5) calendar days from receipt thereof;

I.4. Give prompt notice to the CONSULTANT, if there is any defect, modification or changes in the project scope;

I.5. Notify the CONSULTANT of its designated contracts;

I.6. Provide the consultant with specific information and description about the location, particularly its boundaries and limits.

The HOPE shall:

I.7. Act within Five (5) days on the proposed Conceptual Project Design as recommended by the end-user, for review and evaluation;

I.8. Act within Five (5) days on the proposed detailed work plan, architectural drawings, and engineering plan with the corresponding costs and related documents as mentioned in Sections C.1.1 to C.1.4 subject for review and evaluation;

#### **J. CONFIDENTIALITY OF DATA**

J.1. The ownership and all rights thereto of all designs, drawings, specifications and copies thereof including electronic files, prepared and furnished by the CONSULTANT in the performance of the services subject of the Agreement shall be vested with PSHS-CMC.

#### **K. SERVICE LEVEL AGREEMENT**

K.1. PSHS shall maintain a Service Level Agreement (SLA) with the CONSULTANT, with provisions for liquidated damages in case of their non-compliance. The Liquidated Damages is 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 of remedies open to it.

#### **L. WARRANTIES OF THE CONSULTANT**

L.1. The CONSULTANT warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.

L.2. The CONSULTANT warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of PSHS. It shall employ highly skilled, well-behaved and honest employees with ID displayed conspicuously while working within the compound. The CONSULTANT shall not employ PSHS employees or their relatives to work in any category of the project whatsoever.

L.3. The CONSULTANT shall comply with the laws governing employee's compensation, Phil Health, Social Security and/or labor standards and other laws, rules and regulations applicable to its personnel employed on account of contracted services. The CONSULTANT shall pay its personnel not less than the minimum wage and other benefits mandated by law.

L.4. The CONSULTANT, 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 the Regulatory Authorities and Commissions.

L.5. The CONSULTANT's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

L.6. The CONSULTANT shall coordinate with any authorized and/ or designated PSHS personnel in the performance of their jobs.

L.7. The CONSULTANT shall be liable for loss, damage, or injury that may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the PSHS shall be specifically released from any responsibility arising there from.

L.8. The CONSULTANT shall neither assign, transfer, pledge nor subcontract any part or interest therein.

L.9. The CONSULTANT shall render service at no cost to PSHS in case of any extension of the contract duration.

#### **M. TERMS OF PAYMENT**

M.1. The CONSULTANT shall be paid based on the percentage of work completed with a reasonable time from the submission of all the required supporting documents, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%).

#### **N. PAYMENT SCHEDULE**

The lumpsum amount of Seven Hundred Fifty Thousand Pesos (Php 1,250,000.00) will be paid to the Consultancy Firm in the following manner:

Payment Schedule	Gross Amount (Php)	Cumulative gross amount of payment (Php)
Upon submission and acceptance of preliminary drawings, 15% of the lumpsum amount	187,500.00	187,500.00
Upon submission and acceptance of basic drawings drawings and tender documents, 35% of the lumpsum amount	437,500.00	625,000.00
Upon submission and acceptance of final drawings and tender documents, 35% of the lumpsum amount	437,500.00	1,062,500.00
Upon rendering project management and supervision services during the construction phase and submission of project	187,500.00	1,250,000.00

completion report, 15% of the lumpsum amount		
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## O. PRE-TERMINATION OF CONTRACT

O.1. The contract for the Consultancy Services for the Architectural and Detailed Engineering (A&E) may be pre-terminated by the PSHS-CMC for any violation of the terms of the contract. In case of pre-termination, the CONSULTANT shall be informed by the PSHS-CMC thirty (30) days prior to such termination.

O.2. In case of pre-termination, the CONSULTANT shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the performance security.

O.3. The PSHS-CMC shall have the right to blacklist the CONSULTANT in case of pre-termination.

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