TERMS OF REFERENCE
FOR THE PROCUREMENT AND IMPLEMENTATION
OF THE PROJECT

SITE DEVELOPMENT
(Design and Build for the PSHS System Training and Administration Center)

I. BACKGROUND

The Philippine Science High School System – Office of the Executive Director is to engage the technical services of a qualified landscape contractor / general contractor to prepare the detailed site development (including driveway, curbs and covered parking), landscape design plans; and to construct and deliver the above mentioned project.

PSHS-OED through the approved allocation for capital outlay under FY 2016 General Appropriation Act intends to apply the sum of Three MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED TWENTY-SIX PESOS AND SEVENTY-TWO CENTAVOS (PHP 2,999,526.72) being the approved budget for the Site Development PSHS System Training and Administration Center. This will include all taxes and applicable permits, licenses and clearances, for the design and construction of the project.

The project is located within the Philippine Science High School System Training and Administration complex ground. The site development has an approximate area of 1,200 square meters.

It will involve the Design and Build Scheme leading to the construction of the site development pursuant to the technical specifications indicated in this Terms of Reference, and the PSHS System Building Standards and Specifications, enclosed herein.

II. OBJECTIVES OF TERMS OF REFERENCE (TOR)

1. To provide a background information regarding the preparation and submission of the proposed project to the Designer-Builder;

2. To provide a background information regarding the proposed project which should be handled in the shortest possible time, at the lowest possible cost and at an acceptable quality and performance to the Designer-Builder;

3. To outline the “Work” of the Designer-Builder that has to be performed under the terms of its contract with the Philippine Science High School System.

4. To provide penalties in case of breach of Designer-Builder’s obligations.

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
III. PROJECT BRIEF

1. General

The proposed site development and landscaping is to be constructed within the PSHS System Training and Administration Center on Agham Road, Diliman, Quezon City with an approximate total area of 1,200 sqm. The project is between two existing buildings: the PSHS System Training and Administration Center Building and PSHS Gymnasium. The project also includes the setback of the PSHS-STAC building fronting Agham Road and its rear yard/setback.

The project consists of providing design-build services for the proposed site development and landscaping located at the PSHS System Training and Administration Center at Agham Road, Diliman, Quezon City. The Designer-BUILDER shall provide the detailed plans, technical knowledge, supply and installation, equipment, labor, tools, instruments, and construction of the Site Development, Landscaping, Architectural, Electrical, and Plumbing works related to the project.

2. Preliminary Document to be provided by the Owner

The following documents will be provided by the Owner as preliminary data for the project.
   a. Site Plan
   b. Lot Plan

3. Preliminary Survey and Mapping

The Design-BUILDER shall conduct a geotechnical survey and mapping of the site which shall serve as basis of the appropriate landscape design, pedestrian and vehicular access to PSHS System Training and Administration Center.

IV. PROJECT CONCEPT

The Owner/Procuring Entity does not guarantee that the preliminary data provided are fully correct, up to date and applicable to the Project. The Design-BUILDER shall solely be responsible for the accuracy and applicability of all data that will use in its Design-and-Build proposal and services. It shall be also responsible for the integrity of the detailed site development, landscape design and its aesthetics and utilitarian performance. It shall be also solely liable for the design and liable for defects and/or failures of the completed project.

The Design-BUILDER shall conceptualize a site development and landscape design solution that will provide the following:
   a. A safe, comfortable, durable, and aesthetically pleasing campus environment.
   b. Site development and landscape shall be based on green-building and environmental design concept.

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
c. Plants are to be chosen based on their natural shape and growth habitat suitable on the conditions of the site.

d. It shall include paved walkway/pathwalk that will provide easy access to the pantry and secondary access door of PSHS-STAC and PSHS-Gymnasium from the driveway and parking area.

e. Design and construction of driveway, and covered parking that will complement the existing PSHS-STAC and the proposed landscape design.

V. SELECTION OF DESIGN AND BUILD CONTRACTOR

The procurement and implementation of the project using the “Design and Build” scheme shall be in accordance with the provisions of RA 9184, specifically, its Annex G. Bidding shall be conducted by the Special Bids and Awards Committee constituted to conduct the procurement of the project.

PSHS will constitute the Technical Working Group (TWG), to be composed of highly technical personnel in the field of architecture and engineering/construction. The TWG shall prepare the design brief and performance specifications and parameters, review the detailed engineering design. The TWG shall, likewise assist the Special Bids and Awards Committee in the evaluation of technical proposals, in accordance with the criteria set. The Technical Working Group shall likewise supervise the overall project implementation.

5.1 Eligibility Requirements

a. The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions of Section 23-24 of the IRR of RA 9184.

b. A modified set of requirements integrating the eligibility documents and criteria for infrastructure projects and consulting services shall be adopted, as follows:

a1. Class A Documents (Legal, Technical and Financial Documents) and Class B Documents
   - Relevant statements of all on-going, completed, awarded but not yet started design, design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
   - Valid licenses issued by the Professional Regulations Commission (PRC) for design professionals.

a2. Eligibility Criteria
   - The eligibility of design and build contractors shall be based on the legal, technical and financial requirements. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirements under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one similar
Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
Emphasis shall be made on the construction methods that best benefit the cost and compressed duration of the project. Prefabricated and/or modular construction systems, with a proven track record and history of past projects, may only be accepted after passing a thorough evaluation.

a3. Value Engineering analysis and construction method.

Prospective bidders shall prepare a value engineering analysis report of their proposed design and construction method to be applied for the PROJECT. Importance shall be made on the following criteria:

1. Cost-saving (can be measured by a per square meter average figure) than conventional construction methods.

2. Time-saving in design and construction duration (can be measured by an initial proposed PERT-CPM of the PROJECT) due to the expertise and past experiences with the proposed method

a4. List of design and construction personnel, to be assigned to the contractor to be bid, with their complete qualification and experience.

FOR DESIGN PERSONNEL

i. Design Architect/Landscape Architect

Architect must be duly licensed with at least five (5) years experience, and shall be preferably knowledgeable in fast-track construction.

ii. Civil Engineer

Civil Engineer must be duly licensed with at least five (5) years experience, and shall be preferably knowledgeable in fast-track construction.

iii. Electrical Engineer

The Electrical Engineer must be duly licensed with at least five (5) years experience in the design of lighting, and power distribution.

iv. Sanitary/Plumbing Engineer

The Sanitary Engineer/Plumbing Engineer/Master Plumber must be duly licensed with at least five (5) years experience in the design of building water supply and distribution, plumbing and drainage.

The key professionals listed are required. The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as
stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual’s resume and PRC license of the (professional) staff.

FOR CONSTRUCTION PERSONNEL

The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:

1. Project Manager/Architect/Engineer

   The Project Manager shall be a licensed architect or engineer with at least (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

2. Foreman

   Foreman must have at least five (5) years experience in similar or comparable projects, and shall be preferably knowledgeable in fast-track construction.

3. Safety Officer

   The safety officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and has undergone the prescribed 40 hr Construction Safety and Health Training (COSH).

The above key personnel listed are required. The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual’s resume and PRC license of the (professional) staff.

b. Financial Proposal

   The Financial Proposal, shall be comprised of all the required documents for infrastructure projects under Section 25.3 (b) of the IRR of RA 9184

   b1. Lump sum bid prices which shall include the outline project cost estimate (Bill of Quantities) in the prescribed form, not to exceed TWO MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED TWENTY-SIX PESOS AND SEVENTY-TWO CENTAVOS (PHP 2,999,526.72).

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
b2. Cash Flow and payment schedule

c. Bid Evaluation

For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the Design-Build Committee and Technical Working Group.

c1. First-Step Procedure

i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the Bidder as indicated in the Bidding Documents using a non-discretionary “pass/fail” criteria that involve compliance with the following requirements:

- Adherence of preliminary design plans to the required performance specifications and parameters and degree of details;
- Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions;
- Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications

c2. Second-Step Procedure

Only those bids that passed the above criteria shall be subjected to the second step of evaluation.

The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non-discretionary criteria – including arithmetical corrections for computational errors to determine the correct total calculated bid prices The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Cost Responsive Bidder (LCRB).
VI. SCOPE OF WORK

The Design-Builder is required to perform the following scope of works:

6.1 Review of Existing Information
   Review the basic design parameters and detailed scope of works. The Design-Builder shall ensure that it has first-hand information on the campus site development plan, construction data of existing buildings, lot survey and other documents that are readily available from the Owner. Such will be used to define project design criteria and serve as basis for any changed conditions and establish project cost estimates. Should any of these data and other pertinent data be unavailable, the Design-Builder shall carry out the needed investigation to complete the needed design data.

6.2 Field Survey and Site Inspection
   The Design-Builder shall conduct the appropriate site survey including staking, establishing of horizontal and vertical control points, benchmarks and topographic surveys, should he deem it necessary.
   The Design-Builder shall have inspected the site and surroundings and orient himself with the following:
   a. Location and nature of work
   c. Existing elevations and architectural finishes level.
   d. Other factors that may affect the duration and execution of work.

6.3 Site Development, Civil and Landscape Design
   The site development, covered parking and landscape features shall address the concept and need of the institution and its clientele. The design shall be responsive to flow, circulation and access of staff, students and its clientele from the main gate to various access in the building premises.
   The design shall also carry-out the following project requirements, but not limited to following:
   a. Storm and Water Run-off Drainage
   b. Irrigation and Water Supply Distribution
   c. Lighting and Electrical
   All these requirements shall be compliant to the Design Concept and Performance Parameter (TOR Annex A and Annex B) and applicable relevant codes and standards.

6.4 Permits
   The Design-Builder shall process and secure all the necessary permits as required by authorities for the preparation, execution and upon completion of the contract. The Design-Builder shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.

6.5 Construction Work

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
a. PRE – CONSTRUCTION PHASE
   i. Secure all necessary building permits prior to construction. All incidental fees shall be included in the cost estimate of the building.
   ii. Preparation of the PERT-CPM of the construction.
   iii. Provide all other necessary documents that shall be required by PSHS-DBC/TWG.

b. CONSTRUCTION PHASE
   i. Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval.
   ii. Provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil and materials testing.
   iii. Construct necessary building element and structures, complete with utilities and finishes, resulting in operable and usable structures.
   iv. Provide protection or relocation of existing trees indigenous to the area, and proper removal and replacement of all introduced trees and vegetation affected by the construction.
   v. Layout piping, conduits, manholes, boxes and other lines for utilities including tapping to existing utility lines. Facilitate the connection of all utilities (power, water, sewer, structured cabling and telephone) with their corresponding utility companies. All application fees shall be included in the project cost.
   vi. Preparation of shop-drawings for approval.
   vii. Coordinate with the DBC-TWG regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction.
   viii. Conduct all necessary tests (to be required by PSHS-DBC/TWG) and issue reports of results. Rectification of punch-listing works to be inspected and issued by PSHS.
   ix. Provide all other necessary documents that shall be required by PSHS.

c. POST-CONSTRUCTION PHASE
   The Designer-Builder shall submit the following project documentations within fifteen (15) calendar days from the completion and acceptance of the project.
   a. As-built Plans duly signed and sealed by the concerned engineer with his/her valid registration/professional license number, date of registration and current PTR Number affixed/stamped on every page/sheet of the document of the following:

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
i. Landscape Plans
ii. Architectural Plans
iii. Structural/Civil Plans
iv. Plumbing Plans
v. Electrical Plans

b. All Plans and Documents shall be delivered in sets as follows:
   i. One (1) Set Original copies printed in Sepia or Tracing Paper
   ii. Three (3) sets of blueprint copies for each plan
   iii. Three (3) sets of Technical Specification
   iv. Two (2) sets Soft Copies in CD-ROM Format

  c. Other documents processed and issued in favor of the PSHS during the construction periods (i.e. Inspection Reports, Permits, Clearances, and related documents other than stated in Sections 5.3 and 7).

VII. GENERAL CONDITIONS

7.1 The Design-Builder shall supply labor, materials and equipment necessary for the Design and Build of site development, covered parking and landscaping for PSHS-SCAT grounds.

7.2 Project Process

   The PSHS-DBC, BAC, and the project proponent shall ensure the implementation and completion of the project.

   The Designer-Builder shall provide for all materials, labor, equipment, tools and instruments needed or necessary to complete the “Work”:

   - Development of Site development and Landscape Concept, Preliminary Scheme, and Visual Design Presentation.

   - Detailed Architectural and Engineering Design of the approved Scheme, which necessarily includes the following:

   a. Site Development Plan
   b. Landscape & Architectural Design
   c. Structural/Civil Works
   d. Sanitary and Plumbing Design
   e. Electrical Design

   - Construction of Site Development, Covered Parking and Landscaping

7.3 The Work to be done shall consist of the design and construction, complete in all details, of the works at the subject premises, and all work and materials incidental to the Work.

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
7.4 All work shall be done in accordance with the governing Rules and Regulations.

7.5 The construction shall be finished with first class workmanship to the satisfaction of the representative of DBC.

7.6 The Designer-Builder shall comply with pertinent regulations and shall adopt safety measures, such as but not limited to: enclosures, shieldings, coverings, warning devices, off-limits signs, etc.

7.7 The quality of materials to be furnished or work to be done shall be in accordance with the approved and accepted parameters (“Annex A”). However, if specified materials are not locally available, the Designer-Builder shall immediately propose acceptable alternatives in writing to the DBC. Within three (3) working days from receipt of the same, the DBC shall approve or deny the same.

7.8 The Designer-Builder, before commencing work, shall examine the proposed location of the project and all adjoining areas on which this work is, in any way, dependent for perfect workmanship according to the intent of these specifications. The Designer-Builder shall report to the DBC any conditions which will prevent the Designer-Builder from performing the work according to requirements. A waiver of responsibility for defective work will not be considered unless notice has been filed at the time the Designer-Builder submitted its proposal.

7.9 It is the intention of these Specifications to call for furnished work to be tested and ready for operation. Whenever the word “provide” is used, it shall mean “furnish and install- complete and ready for use”. Minor details not usually shown or specified, but necessary for the proper and efficient installation shall be included in the work, the same as if herein specified or shown.

7.10 All permits and corresponding fees may be assessed by the local government units/regulating agencies and shall be on the account of the Designer-Builder.

VIII. DESIGN AND BUILD ACTIVITIES

<table>
<thead>
<tr>
<th>Work / Operational Plan</th>
<th>7 calendar days from the date of the receipt of Notice to Proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission of project work plan/PERT-CPM</td>
<td></td>
</tr>
</tbody>
</table>

Design Phase

<table>
<thead>
<tr>
<th>Detailed Design Drawing</th>
<th>21 calendar days from the date of receipt of Notice to Proceed</th>
</tr>
</thead>
</table>

Construction Phase

<table>
<thead>
<tr>
<th>Construction</th>
<th>39 calendar days from the date of receipt of approved detailed design drawing</th>
</tr>
</thead>
</table>

Terms of Reference for the project:

SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
8.1 Work / Operational Plan

The Designer-Builder shall submit the project work plan / PERT-CPM consisting of the detailed and specific work activities within seven (7) working days from the date of receipt of Notice to Proceed.

8.2 Design Phase

1. The activities of the Designer-Builder for the detailed design phase would include but will not be limited to the following:

   a. Preparation of Design

      The Designer-Builder shall prepare the design based on the approved parameters “Annex A”, performance specifications “Annex B” and Detailed Drawing Submittals “Annex C” (for winning bidder) by the DBC.

   b. Evaluation and Design

      The design and construction works shall conform to the requirements of the National Building Code, Philippine Electrical Code, Code of Professional Practice and other related pertinent practices and codes in the Philippines as well as the local rules, regulations and ordinances of the Quezon City Government and must be acceptable to the DBC.

   c. Quantities

      Compute all construction material quantities and prepare Bill of Quantities in the manner and form specified by the DBC for this project.

2. Detailed Design Phase (Annex C) including review and approval by the Design and Build Committee (DBC) should be completed within TWENTY-ONE (21) calendar days from the date of receipt of Notice to Proceed.

8.3 Construction Phase

The activities of the Designer-Builder for the construction phase would include but will not be limited to the following:

   a. The activities of the Designer-Builder for the construction phase would include but will not be limited to the following:

      • Schedule, oversee and monitor the day-to-day construction works.
• Coordinate, address and resolve all concern/s of nearby buildings and structures relative to the construction and related services as required by LGU and other regulating agencies.

• Conduct a project status meeting every Friday with the DBC during which a progress report on all activities for the week will be submitted.

b. PROJECT IMPLEMENTATION/CONSTRUCTION
• The Designer-Builder shall carry out and complete all items of work in accordance with the approved plans and specifications.

• The Designer-Builder shall prepare the revised major modifications / changes in the design after the approval of the proponent during the construction implementation, if any.

• The Designer-Builder shall prepare weekly and monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress to be used as basis for progress billing to be submitted to the Administrative Division of PSHS.

• The Designer-Builder shall deliver the completed work within thirty-nine (39) calendar days from the date of receipt of the approved detailed design from the Procuring Entity. DBC shall signify its approval or exceptions to the project within ten (10) calendar days from the delivery of the completed project. It is only upon acceptance by DBC can there be turn-over of the completed project.

• The Designer-Builder shall within three (3) calendar days, address the exceptions noted by PSHS, if any. Unless these exceptions are addressed by the Designer-Builder and duly accepted by PSHS, no acceptance of the project shall be issued and consequently, it is as if no turn-over of a completed project has occurred.

IX. PROVISIONS FOR STORAGE & MATERIAL HANDLING

1. The Designer-Builder shall store his materials, equipment and tools in one place of the construction site during construction. The area shall be coordinated with the Chief, Administrative Division. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident, paint spills, etc. shall be repaired and/or restored to its original condition.

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
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.

X. CLEARING OF SITE

The Designer-Builder shall clean the whole area by removing debris, discards, paint spots, excesses and spillage and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the PSHS at no extra cost.

XI. SERVICE LEVEL AGREEMENT

PSHS shall maintain a Service Level Agreement (SLA) with the Designer-Builder, with provisions for liquidated damages for their non-compliance.

<table>
<thead>
<tr>
<th>COMPONENTS</th>
<th>SLA</th>
<th>LIQUIDATED DAMAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Work Plan</td>
<td>Submission of work plan for the entire project within seven (7) working days from the date of receipt of Notice of Proceed</td>
<td>One tenth of one percent (1/10 of 1%) of the contract price for every day of delay.</td>
</tr>
<tr>
<td>b. Design Phase</td>
<td>Submission of the Design and other documents required under Section 3.3.1 within twenty-one (21) calendar days from receipt of the Notice of Award</td>
<td>One half of one percent (.5 of 1%) of the contract price for every day of delay.</td>
</tr>
<tr>
<td>c. Construction and Turn-over of the project in its entirety.</td>
<td>Finish the project within sixty (60) calendar days from receipt of Notice of Award</td>
<td>One percent (1%) of the contract price for every day of delay.</td>
</tr>
<tr>
<td>d. Progress Report</td>
<td>Submission of Progress Reports as enumerated in Section 10.3.b</td>
<td>One tenth of one percent (1/10 of 1%) of the contract price for every day of delay.</td>
</tr>
<tr>
<td>COMPONENTS</td>
<td>SLA</td>
<td>LIQUIDATED DAMAGES</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>e. Post Construction Documentation</td>
<td>Fifteen (15) calendar days from the completion and acceptance of the project per Section 11</td>
<td>One half of one percent (.5 of 1%) of the contract price for every day of delay.</td>
</tr>
</tbody>
</table>

XII. Warranties of the Designer-Builder

12.1 The Designer-Builder warrants that it shall conform strictly with the terms and conditions of these Terms of Reference.

12.2 The Designer-Builder 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 the PSHS. It shall employ well-behaved and honest employees with uniforms and IDs displayed conspicuously while working within the compound. It shall not employ PSHS employees to work in any category whatsoever.

12.3 The Designer-Builder in performance of its services shall secure, 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. The Designer-Builder undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the construction project.

12.4 The Designer-Builder'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.

12.5 The Designer-Builder shall coordinate with the Chief, Administrative Division and or any of her authorized representative in the performance of their jobs.

12.6 The Designer-Builder shall be liable for any loss, damage, or injury as 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 therefrom.

12.7 The Designer-Builder shall neither assign, transfer, pledge any part or interest therein; however, sub-contracting may be allowed provided that the main contractor shall be responsible for the full compliance of all applicable provisions of this TOR by the sub-contractor.

XIII. TERMS OF PAYMENT

13.1 The Designer-Builder, upon request may be provided an advance payment in an amount equivalent to fifteen percent (15%) of the total contract price, net of VAT
and applicable withholding taxes, upon the submission of performance bond in the form of cash or irrevocable standby Letter of Credit issued by a reputable commercial bank or Surety Bond issued by a bonding company duly certified by the Insurance Commission to be of good standing.

13.2 Advance Payment shall be repaid by the Designer-Builder thru deduction by PSHS of fifteen percent (15%) from the Designer-Builder’s periodic progress billing.

13.3 The Designer-Builder shall collect payment on progress billings based on the percentage of work accomplished, within a reasonable time from submission of all the required documents, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%), reduction based on Section 13.2, if any, and ten percent (10%) retention fund.

13.4 The retention fund shall be released only upon issuance of Certification of Final Acceptance issued by PSHS and submission by Designer-Builder of Post-Construction Documentation.

a. Progress Billing shall be based on the following:

<table>
<thead>
<tr>
<th>PROGRESS BILLING</th>
<th>PERCENT OF WORK COMPLETED</th>
<th>PERCENTAGE TERMS OF PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Billing</td>
<td>Thirty percent (30%) of the work accomplished</td>
<td>Thirty percent (30%) of the Contract Price less advance payment (Sec. 16.2), applicable withholding taxes and retention fund of ten percent (10%) of the contract price (Sec. 16.3)</td>
</tr>
<tr>
<td>Second Billing</td>
<td>Another thirty percent (30%) of work accomplished or sixty percent (60%) project completion</td>
<td>Thirty percent (30%) of the Contract Price less advance payment (Sec. 16.2), applicable withholding taxes and retention fund of ten percent (10%) of the contract price (Sec. 16.3)</td>
</tr>
<tr>
<td>Final Billing</td>
<td>Final forty percent (40%) of work accomplished or one hundred percent (100%) project completion upon acceptance</td>
<td>Forty percent (40%) of the Contract Price less advance payment (Sec. 16.2), applicable withholding taxes and retention fund of ten percent (10%) of the contract price (Sec. 16.3)</td>
</tr>
</tbody>
</table>

The percentage of completion of work shall be subject to review and evaluation by PSHS.
b. Payments shall be made within a reasonable time from submission of the required documents based on existing applicable laws.

XIV. TERMINATION OF CONTRACT

14.1 The contract of the Design and Build of Site Development PSHS System Training and Administration Center – Agham Road, Diliman, Quezon City may be terminated by PSHS upon notice of any violation of the terms of the contract and/or any part of GPPB Resolution No. 018-2004 dated December 22, 2004, Annex “A”. In case of termination, the Designer-Builder shall be informed by the PSHS thirty (30) calendar days prior to such termination.

14.2 In case of pre-termination, the Designer - Builder shall be liable to an additional liquidated damages equivalent to five percent (5%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.

14.3 PSHS System shall have the right to blacklist the Designer-Builder in case of termination.

Annex A: Conceptual Design Parameter
Annex B: Performance Specification
Annex C: Design Development Parameter List
Annex D: List of Suggested Tropical Plants
Annex E: Bill of Quantities Form

Prepared by:
Technical Working Group

MARUFIEN JUNE V. LIMPIN               MELODY M. BEJOSANO

ARCHITECT ALVIN EBER G. ABLANZA

Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)
Terms of Reference for the project:
SITE DEVELOPMENT (Design and Build for the PSHS System Training and Administration Center)