

TERMS OF REFERENCE

PROPOSED REPLACEMENT OF THE EXISTING OLD AND DETERIORATED ROOFING OF THE MWSS ARROCEROS BUILDING, ARROCEROS, MANILA (CONTRACT NO. ARR 002-2018)

I. BACKGROUND

The Metropolitan Waterworks and Sewerage System (MWSS) is the owner of the four (4) story building situated in Arroceros Street, Ermita, Manila. The building has a footprint of around 35.60m x 44.20m having a total floor area of more or less 5,263 square meters. It was constructed sometime in 1939 at a Book Cost of Php 5,492,239.70. It served as the main office of the former Metropolitan Water District (MWD) from 1939 to 1955, the National Waterworks and Sewerage Authority (NWSA) from 1955 to 1971, and then the MWSS from 1971 to 1980. The MWSS transferred its corporate headquarters in the Balara premises in 1981 and thereafter, the building was leased by the Office of the Ombudsman.

The building is already 79 years old and is currently leased by the Supreme Court of the Philippines. Based on coordination with the National Historical Institute, the building shall not be demolished as it has a historical significance. Hence, the MWSS initiated actions to have the building studied for structural retrofitting in order to ensure the soundness, resiliency, reliability, and safety of the building to ascertain the continuation of services by the tenant in cases such calamities and emergencies occurred. The required consultancy services for the study of the structural retrofitting and rehabilitation had been bidden out by the MWSS in September 2018.

The building undergone no major rehabilitation works since it was constructed. The current condition of the existing GI-sheet roofings, gutters, flashings, and celings, which were also 79 years old, were substantially deteriorated and dilapidated. Majority of the office space in the 4th Floor of the building were affected by the leaks in the roofing whenever it rains that provided inconvenience to the employees. Hence in parallel to the envisioned proposed retrofitting/rehabilitation, the MWSS programmed to have the entire existing roofing and its accessories be replaced immediately. Once replaced, the roofing will not be affected by the retrofitting/rehabilitation works.

In this regard, this Terms of Reference is formulated specifically for the total replacement of the existing deteriorated/dilapidated roofing and its accessories that is independent to the conduct and result of the study for the proposed retrofitting/rehabilitation works. The estimated total roof area is **1,047 square meters**.

II. TERMINOLOGIES

"**MWSS**" refers to the Metropolitan Waterworks and Sewerage System, owner of the existing Old MWSS Arroceros Building in Arroceros, Manila.

"**PROJECT**" shall refer to the Proposed Replacement of the Existing Deteriorated Roofing of the Old MWSS Arroceros Building, Arroceros, Manila.

"**BIDDER**" or "**BIDDERS**" shall refer to pre-qualified respondent or respondents to this request for proposal, a reputable and experienced structural engineering consultancy firm.

"**CONTRACTOR**" shall refer to the winning bidder.

III. OBJECTIVE OF THE PROCUREMENT

The objective of this procurement is to engage the services of an experienced **Category "AA" local contractor** (the "**Contractor**") **with at least ten (10) years experience** in the field of building construction or renovation.

The procurement shall be undertaken pursuant to RA-9184 and its 2016 Implementing Rules and Regulations (2016 IRR).

IV. SCOPE OF WORK

The Contractor shall provide all the necessary labor, materials, instrument/equipment, vehicles, bunkhouses, safety equipment/procedures, including protection of adjacent/adjoining structures or areas, etc., necessary to perform satisfactorily the required works.

The scope of the works shall, but not limited to the following:

- a) Removal of existing roofing and installation of new Gauge 24, Pre-painted Long-Span Roofing (Rib-type design), including accessories and consumables. No insulation foam will be applied.



- b) Removal of existing corroded flashing and gutter and installation of new Gauge 24 Pre-Painted Flashing and Gutters.
- c) Replace deteriorated/damaged wooden rafters, purlins, and truss members, if found necessary. Removal of existing deteriorated ceiling joists, and fascia board on the outside portion (eaves) of the building and replace with new Fascia board made of Hardie-Senepa (1"x12" minimum). The existing deteriorated wood ceiling (refer to picture below) shall be replaced by others. Connect new gutters to existing downspout.



- d) Provide adequate safety protection to the existing MERALCO powerlines, motorists, and pedestrians, if necessary.



- e) Provide proper signboards and board-ups on strategic locations so as not to disrupt the day to day activities of the current tenant of the building.
- f) Transport and turn-over to the MWSS, the spoil roofing materials, gutters, etc., that were removed from the building to the stockyard as determined/designated by the MWSS.

The contractor shall be responsible for the stockpile of all the construction materials and equipment needed in the conduct of the works.

The works to be done shall be carried out without disturbing the regular operation of the office. As much as possible, work may be scheduled after office hours, weekends, and/or holidays. The noise level of any operating equipment that will be utilized shall be kept as low as possible. All operations shall be carried out after the approval of the method of statement or methodology by the MWSS. Available as-built drawings of the old structure will be provided by MWSS.

In the performance of the works, the Contractor shall comply with all applicable laws and codes governing safety, health, environment and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, at his own responsibility, reasonable or necessary to protect the life and health of employees on the job and the safety of the public and to protect property, environment and existing equipment in connection with the performance of the work. He is likewise responsible for all necessary security measures at the site during the construction period.

Temporary facility, if needed by the Contractor in the conduct of his work on site, shall be at its own expense.

The Contractor shall be responsible to secure all the required permits and clearances.

IV. SUPERVISION OF RENOVATION WORKS

The MWSS-PMO is responsible for the monitoring and overseeing of the implementation of the renovation works in accordance with the Contract.

The Bidder is allowed to visit the site on the schedule to be set by the MWSS.

The MWSS-PMO has the right to stop the execution of the works under the following circumstances:

- a. In case of defaults or deviations from the Approved Plans without approval from the MWSS-PMO.
- b. Refusal to carry out the work without valid excuse.
- c. Failure to proceed regularly or diligently.
- d. Failure to remove or rectify defective works within the warranty period.

V. BIDDER’S QUALIFICATION

The participating Bidder shall be a registered local firm who may be a sole proprietorship, partnership, corporation, or joint venture pursuant to the 2016 IRR of the RA 9184 (Section 23.4.2.1). The Bidder firm shall have the following minimum qualifications:

PARTICULARS	REQUIRED QUALIFICATIONS
1. PCAB Category/Classification	Class “A” – General Building
2. Experience	With at least TEN (10) years experience in the field of building construction or renovation.
3. Minimum Number of Projects Undertaken	Have successfully undertaken and completed within the last ten (10) years, a minimum of three (3) building construction projects, either residential or commercial.
4. Single Largest Completed Contract (SLCC)	Have successfully completed at least one (1) building construction project having a cost equivalent to at least 50% of the Approved Budget for the Contract (ABC).

Non-compliance to any one of the above requirements constitute a ground to be classified as NON-ELIGIBLE.

Only projects completed by the Bidder itself, or by any, or both of the JV partners, in case of a joint venture, duly supported by certificate of completion issued by the client, or any other equivalent document to prove successful completion of the project, shall be considered in the evaluation for determining the bidder's score.

The Bidder shall demonstrate that he has adequate number of experienced and competent technical supervisors and skilled personnel to do the works.

The Bidder shall also demonstrate that he has on-going projects whether or not similar in nature with this project to be bided out by the MWSS.

VI. DURATION OF SERVICES

The Contractor shall complete and implement the scope of works **within Four (4) calendar months from the receipt of Notice to Proceed (NTP).**

VII. SUBMITTALS/ DELIVERABLES

The MWSS-PMO is responsible for overseeing the implementation of the works in accordance with the Contract Arrangement between the Contractor and MWSS.

ITEM	PARTICULARS	DEADLINE	REPORT SPECIFICATIONS
1	Construction Schedule in Gantt Chart format including manpower and equipment schedule for approval by the MWSS.	Within 14 calendar days from receipt of the Notice to Proceed (NTP)	One (1) original hardcopy printed in A1 Paper Size with three (3) blue-print copies.
2	a. Program of Work b. Proposed Work Methodology c. Construction Safety and Health Program approved by DOLE d. Brochures and Specifications of Materials	Within 14 calendar days from receipt of the Notice to Proceed (NTP)	One (1) original hardcopy and three (3) photocopies respectively marked as copies 1, 2, and 3, printed in A4 size bond paper, properly bonded. All drawings that will be attached in the report shall be prepared in AutoCAD, printed in A3 paper size.
3	Mid-Term Report	Within 60 calendar days from receipt of	One (1) original hardcopy and three (3) photocopies respectively marked as

		the Notice To Proceed (NTP)	copies 1, 2, and 3, printed in A4 size bond paper, properly bonded. All drawings that will be attached in the report shall be prepared in AutoCAD, printed in A3 paper size.
4	Final Report including Approved As-Built Drawing	Within the first fifteen (15) calendar days after the end of the Contract.	One (1) original hardcopy and three (3) photocopies respectively marked as copies 1, 2, and 3 in A3 size bond paper, properly bonded. Approved / Signed Original As-Built Drawings shall be printed in A3 size Mylar sheet. One USB copy in AutoCAD Format and in PDF Format.

VIII. TERMS OF PAYMENT

In consideration of the services required under this Terms of Reference, payment to the Contractor shall be made in the following breakdown. **No claims for payment shall be processed and paid unless duly-supported with complete documents.**

BILLING PARTICULARS	CONDITION/REQUIREMENTS
1. Advance Payment: Equivalent to 15% of Total Contract Amount	1. Payment shall be upon written request and submission to and acceptance by the MWSS of a Bank Guarantee or a Surety Bond callable on demand issued by Surety or Insurance Company duly licensed by the Insurance Commission and confirmed by the MWSS. 2. Upon submission of Items 1 and 2 of the required deliverables of Section VII. SUBMITTALS/ DELIVERABLES of this Terms Of Reference. 3. The advance payment shall be repaid/recouped by the Contractor by deducting

	from its progress payments such sum as agreed during the contract negotiations until fully liquidated within the duration of the contract or upon completion of 60 % of the works.
4. Progress Payments	<p>1. Progress payments shall be upon complete submission of the required narrative reports showing monthly accomplishments with proper documentation and presentation on the process and progress of the renovation.</p> <p>3. Retention money equivalent to 10% of billing amount shall be withheld on each progress billing.</p> <p>2. No billing will be processed if submission is incomplete.</p>
5. Final Payment	<p>1. Payment shall be upon complete submission of the Final report and approved As-Built Drawings pursuant to the required deliverables of Item-3, Section VII. SUBMITTALS/ DELIVERABLES of this Terms Of Reference:</p> <p>2. And upon rectification of defects noted during punch listing and Final Inspection by MWSS.</p> <p>3. No billing will be processed if submission is incomplete.</p>
6. Ten Percent (10%) Retention Money	Retention Money shall be released upon Contractor's issuance of bank guarantee or surety bond callable on demand in the amount equivalent to retention amount.

IX. APPROVED BUDGET FOR CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **Seven Million Four Hundred Nineteen Thousand Four Hundred Fifty Five Pesos and 64/100 (PhP 7,419,455.64)** inclusive of all taxes and duties.

The ABC shall be the upper limit or ceiling for the Bid Price. Any bid with a financial component exceeding this amount shall not be accepted and shall be automatically rejected at opening of the financial bid.

X. IMPLEMENTATION ARRANGEMENTS / ASSISTANCE TO BE PROVIDED BY THE MWSS

The MWSS shall:

1. Provide any available as-built plans for reference of the Contractor.
2. Conduct kick-off meeting to discuss details in undertaking the scope of work and work schedule and to establish coordination flow process.
3. Provide assistance in acquiring access, authorization and clearance to the building work area in coordination with the current lessee/occupant of the premises.
4. Directly monitor the Contractor's progress.
5. Review and approve all documents submitted by the Contractor.

The Contractor shall:

1. Ensure availability of adequate supplies, personnel, materials and equipment necessary to perform its functions.
2. Submit a signed non-disclosure agreement.
3. Receive guidance and report directly to the Office of the Deputy Administrator for Engineering and Technical Support Services

XI. CONSTRAINTS

The following constraints shall apply:

1. The Contractor shall not have been involved in the preparation of this Terms of Reference.
2. The provisions of Section 47 (Disclosure of Relations) of the 2016 IRR of RA 9184 shall apply to all personnel of the Contractor.
3. No employer-employee relationship shall exist between MWSS and the Contractor and its team members.
4. During the implementation of the project, Contractor shall ensure that the day to day activities of the current building tenant shall not be disrupted. Board ups shall be installed on strategic locations. The integrity and safety of tenant's records and documents should not be compromised.
5. The Contractor will be allowed to work at night provided that construction noise shall be maintained at a minimum level.

XII. RESERVATION:

MWSS reserves the right to cancel or modify this TOR or any other issuances, to refuse to accept or consider any proposal for any cause or reason, or otherwise not to proceed or defer with the implementation of this project.

XIII. MATERIAL MINIMUM SPECIFICATIONS

The minimum specifications for the following materials are as follows:

MATERIAL	MINIMUM SPECIFICATIONS
Roofing	Long-span, Pre-painted, Gauge 24 Rib-type Roofing System
Gutter and Flashing	Pre-painted, Gauge 24 Steel Sheets, Machine-bended.
Truss members, purlins and ceiling joists	Kiln Dried Lumber, with Wood preservatives / treatment.
Fascia Board	1"x12" Hardie-Senepa

XIV. BILL OF QUANTITIES

Bill of Quantities					
Item No.	Description	Qty.	Unit	Unit Price	Total Amount
I. General Requirements					
a)	Mobilization / Demobilization / Permits and Clearances	1	L.S.		
b)	Environment, Safety and Health Provision	1	L.S.		
c)	Temporary Facilities	1	L.S.		
d)	Project Management and Supervision	1	L.S.		
II. Roofing Works					
a)	Removal of existing Roofing and install new Gauge 24 Pre-Painted Long Span Roofing (Rib Type Design), including accessories and consumables.	1047	m2		
b)	Removal of existing deteriorated flashings and gutters and installation of new Gauge 24 Pre-Painted Flashing and Gutters.	1	L.S.		
c)	Replace damaged wooden truss members, rafters, purlins, ceiling joist and fascia board, if found necessary and apply wood preservatives.	1	L.S.		

d)	Transport and turn-over to the MWSS, the spoil roofing materials, gutters, etc., that were removed from the building to the stockyard as determined/designated by the MWSS.	1	L.S.		
III. Provisional Sum					
	This item covers some changes from the contract scope of work that may be deemed necessary as instructed by MWSS	1	L.S.	750,000.00	750,000.00

(END OF TOR)