

# **Master Plan Study for the Mile Long Complex**

## **TERMS OF REFERENCE**

### **I. PROJECT DESCRIPTION**

On January 24, 2003, the Privatization Council designated the Privatization and Management Office (PMO) as the disposition entity for certain properties of the National Power Corporation (NPC), pursuant to the Electric Power Industry Reform Act R.A. No. 9136, a total of 125,617 square meters of land located at Barangays Sta. Cruz, Pio Del Pilar, Bangkal and Magallanes, Makati City. The National Power Corp. (NPC) Board, through its Resolution No. 2002-131 dated January 8, 2003, likewise authorized the PMO to act for and in behalf of the NPC in the disposition of the property.

On August 15, 2003, the PrC approved PMO's proposed Privatization Plan for the property which involves, among others:

- Public auction of sites not formally occupied (i.e., vacant or with informal settlers);
- Transfer to appropriate government agencies the custody of sites which cannot be sold (i.e., road lots, canals, easements, etc.)

On August 22, 2017, the Privatization and Management Office (PMO) took over the asset with an aggregate area of 21,976 square meters identified as the MILE LONG COMPLEX, one of such parcels of land assigned to PMO for disposition, and leased the same to interested tenants.

To cope with the recent developments in the vicinity, PMO needs to engage the services of a CONSULTANT for the preparation of a Master Plan for Mile Long Complex that is marketable, effective and viable with the current and future development for the subject project.

### **II. SCOPE OF WORK**

The scope of services of the CONSULTANT shall cover the following:

1. The CONSULTANT shall prepare a Master Plan as the preliminary proposal for the property showing, among others, division of property into five (5), circulation schemes and other features at a concept level. Alternative concept plans may be presented and discussed with the PMO.
2. The CONSULTANT shall identify in greater detail the development and business objectives and parameters of the master plan.

3. The CONSULTANT shall examine the existing site conditions and determine its potential and constraints, taking into consideration the surrounding developments.
4. The CONSULTANT shall entail an assessment of current property market trends, demand-supply analysis and projections and examination of competing or comparable developments to determine the "Highest and Best Use" for the property and the recommended market positioning.
5. The CONSULTANT shall prepare a land use development and land use program which shall identify and provide initial quantitative estimates of land uses, densities, gross floor areas and other features and concepts as a whole.
6. The CONSULTANT shall perform Financial Analysis to assess the viability, stability and profitability of the plan. Financial Analysis of the project shall include:
  - Determine the total cost of the development with respect to the plan.
  - Assess the financial viability of the plan and indicative financial returns and cash flow and project revenues that will be generated from the development.
  - Recommend modes of disposition that may be employed in the implementation of the development, such as, lease option, revenue-sharing scheme and joint venture arrangements.
7. The CONSULTANT shall prepare and submit Design Standard and Guidelines (DSG) for each division of the project area. This DSG shall set general and detailed guidelines and restrictions to be followed by the developers/locators on each block/divisions of the project area. The DSG shall provide details such as, but not limited to:
  - a. Block/Division and land use plan;
  - b. Floor Area Ratios (FAR) and Gross Floor Area (GFA) for each division/lot;
  - c. Building heights, easement, and other development standards such as building coverage, building line, basement line, etc.;
  - d. Parking requirements, vehicular access, pedestrian system;
  - e. Infrastructure and utilities plan which shall include water, electricity, telecommunications, cooling, piped gas system, drainage system;
  - f. Green (landscape) and open space; and
  - g. Traffic study.
8. The CONSULTANT shall be involved throughout the approval process:
  - a. Preparation and submission of initial master plan/designs;
  - b. Consultations and focused group discussions;
  - c. Revisions based on comments and/or inputs during the consultations and focused group discussions;
  - d. Presentation of the plan to the PMO Management;
  - e. Revisions based on the comments and/or inputs of the PMO Management;

9. The consultant shall determine whether the proposed project is covered under Philippine Environment Impact System

### III. PROJECT AREA

The Project Area covers an aggregate area of **TWENTY ONE THOUSAND NINE HUNDRED SEVENTY SIX (21,976)** sq.m., more or less, technically identified as follows:

<b>Present Occupants/ Usage</b>	<b>Lot No.</b>	<b>Area (sq.m.)</b>
Vacant Lot	58-A-2-D	437
Arcadia / Tiu Theater	58-A-2-E-1	2,163
Parking Area	58-A-2-E-2	2,212
Mile Long	58-A-2-E-3	5,221
Makati Creekside Building	58-A-2-E-5	2,113
The Gallery Building	58-A-2-E-6	3,671
McDonald's Restaurant	58-A-2-E-8	1,260
Parking Area	58-A-2-E-9	2,566
Sunvar Plaza	58-A-2-E-10	2,333
<b>TOTAL</b>		<b>21,976</b>

### IV. PERFORMANCE PERIOD

The Consultant shall prepare and submit the Master Plan and Financial Analysis to PMO within sixty (60) calendar days or two (2) months from the date of receipt of Notice to Proceed.

PMO shall be given a maximum period of thirty (30) calendar days or one (1) month to review and evaluate the Master Plan and Financial Analysis.

The Consultant shall prepare and submit the Master Plan which is assumed to have already considered PMO's comments and suggestions through various consultations and focused group discussions within (30) calendar days or one (1) month from approval by PMO of the Master Plan.

### V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for this procurement is **ONE MILLION PESOS (PHP 1,000,000.00)** (inclusive of all applicable taxes). Bids received in excess of the ABC shall be automatically rejected at the opening of the Financial Proposal.

## VI. QUALIFICATION REQUIREMENTS, CRITERIA AND WEIGHTS FOR ELIGIBILITY SCREENING AND SHORTLISTING

The qualifications of the consultants are the following:

1. The Consultant must be a reputable firm with at least ten (10) years in the industry or business operation. In the case of Joint Ventures, each firm should have at least ten (10) years in the industry or business operation.
2. The firm must have handled and finished at least three (3) Master Plan/Urban/Regional Planning projects either in the Philippines or in other countries. In the case of Joint Ventures, each firm must have handled and finished at least three (3) Master Plan/Urban/Regional Planning projects either in the Philippines or in other countries within the last five (5) years counted from 28 February 2018.
3. The key personnel who shall work for the project must meet the requirements. The PMO requires the Consultant to create a **Project Team** composed of the following:

PERSONNEL/QUALIFICATIONS	RESPONSIBILITIES
<p>1. <b>Team Leader/Master Planner</b> (should be licensed Civil Engineer, or Architect or Environmental Planner with at least 10 years of experience.)</p>	<p>Responsible for the overall supervision of the Project Team, and in the management and organization of the project.</p> <p>The Team Leader/Master Planner shall ensure that the project objectives are met and the deliverables of the Consultant are carried out accordingly.</p> <p>The Team Leader/Master Planner shall also be in-charge of the following activities:</p> <ul style="list-style-type: none"> <li>• Urban Design of Mile Long Complex;</li> <li>• Design of land use and division concept which shall provide data on development densities, floor area ratio, and other features of Mile Long Complex;</li> <li>• Lead the Project Team in all meetings and workshops;</li> <li>• Lead the Project Team in the presentation of reports to PMO and to other concerned agencies;</li> <li>• Provide other technical inputs necessary in the preparation of the Master Plan.</li> </ul>

<p><b>2. Financial/Real Estate Market Analyst</b> (should be Certified Public Accountant)</p>	<p>Responsible for the financial and real estate market analysis who shall identify ideal modes of disposition that PMO may employ in the implementation of the development, such as, but not limited to, lease option, revenue-sharing or joint venture scheme. The Financial/Real Estate Market Analyst shall prepare realistic projections on the revenues that may be generated from the development. He/She shall evaluate the financial viability of the plan, including indicative financial returns to PMO which may guide PMO in setting the bid price for the property or portions of the property.</p>
<p><b>3. Infrastructure/Utilities Specialist</b> (should be licensed Engineer in a relevant field)</p>	<p>Responsible for the planning of utilities and infrastructure such as roads, water, electricity, telecommunications, cooling, piped gas system, drainage system and other interrelated systems essential to enable and sustain the society within the project area.</p>
<p><b>4. Environmental Planner</b> (should be licensed Environmental Planner with (8) years' experience.)</p>	<p>Responsible for the conduct of environmental scanning to ensure that the development of the property will be carried out with due consideration given to the natural environmental, social, political, economic and governance factors.</p>
<p><b>5. Cost/Quantity Engineer</b> (should be licensed Civil Engineer with (8) number of years in planning and developing mixed use commercial complex.)</p>	<p>Responsible for the measurement of values and estimates of construction/development works needed. He/She shall work closely with the Financial/Real Estate Market Analyst to come up with a sound projections on the revenues that may be generated from the development, by taking into consideration the</p> <ol style="list-style-type: none"> <li>1. Replication cost of structures and facilities that may need to be relocated, and the development cost of utilities, infrastructures/roads and networks within the project area.</li> </ol>

	2. Timing of development costs taking into consideration the site conditions, property market trends, and other factors that may affect the implementation of the plan;
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Any changes or replacements of assigned personnel shall be subject to PMO review and approval.

The criteria and rating system are as follows:

CRITERIA	PERFECT SCORE
1. Applicable experience of the Consultant	45%
2. Qualification of personnel who shall be assigned to the project	35%
3. Current workload of personnel relative to capacity	5%
4. Plan of approach and methodology	15%
<b>TOTAL</b>	<b>100%</b>

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

## VII. BID EVALUATION METHODOLOGY

In order to determine the Consultant with the Highest Rated Bid, PMO shall conduct an evaluation of bids using the **Quality Based Evaluation Procedure**. The BAC shall rank the consultants in descending order based on the numerical ratings of their technical proposals and identify the Highest Rating Bid. Provided, however, that the Highest Rated Bid shall pass the minimum score indicated in this Terms of Reference (TOR).

## VIII. PAYMENT SCHEME

The Contract Price shall be the amount proposed by the winning Consultant for the project. Payment of the Consultant for its services shall be made by PMO upon completion and acceptance of the master plan study.

## IX. OBLIGATIONS OF THE CONSULTANT

1. The Consultant shall submit to PMO the following:
  - a. Five (5) copies of the reports on A3 paper. Electronic files of the reports shall also be submitted to PMO. All production drawings and plans shall be done in CAD and/or GIS format/s to be submitted to PMO.
2. The Consultant shall submit to PMO a monthly progress report which shall discuss, among others, project background, achievements since the last reporting, project

issues that have risen, accomplished and upcoming works, interim assessment/conclusion of the project.

3. The Consultant shall submit to PMO a detailed schedule of activities/ work breakdown structure of activities in MS Project format.
4. The Consultant shall submit to PMO an electronic copy of the schedule of activities at the start of the project and shall update the status of each activity every week for monitoring purposes.
5. Upon signing of the contract, the Consultant shall post a Performance Security in favor of PMO in order to guarantee the performance of any and all the Consultant's obligations under the contract and terms of reference.

#### **X. OBLIGATIONS OF PMO**

1. PMO shall provide the Consultant all available pertinent documents and technical information necessary in the execution and performance of the services.
2. PMO shall grant the Consultant's authorized representative/s access to the project area to perform its obligations provided that such representative/s shall be accompanied by the assigned personnel.
3. Payments shall be in accordance with the conditions set in **VIII. PAYMENT SCHEME.**

#### **XI. GENERAL TERMS AND CONDITIONS**

1. Independent Contractor

The Contract of the Consultant with PMO is strictly and solely that of an independent contractor and no employer-employee relationship is hereby created or shall arise between the Consultant or his employees/agents and PMO by reason or as consequence hereof. PMO shall not be liable for any damage, injury or death caused to the Consultant's employees/agents or third persons.

The Consultant may employ other consultants in the performance of its work; provided that, the Consultant shall be responsible for and shall warrant the quality of the work performed by the employed consultants as well as on its own account, provide their corresponding compensation.

2. Alteration and Additional Works

Revisions or additional works that become necessary due to the errors or fault of the Consultant or those which are necessary to comply with the requirements of the project shall be done by the Consultant at no additional cost to PMO.

3. 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 control of either Party, or which cannot be avoided by the Consultant or PMO 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 which was not performed due to directly to the occurrence of 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 effects 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.

4. Ownership of reports and documents

The reports, drawings, documents and materials compiled or prepared in the course of the performance of the Services shall be absolute properties of PMO and shall not be used by the Consultant for other purposes without the prior written approval of PMO. Any equipment supplied by the PMO, or for which payments made or reimbursed shall become and remain the property of PMO.

CONFORME:

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Authorized Signature  
Name and Title of Authorized Signatory

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Name of Bidder-Agency

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Bidder's Address