



Republic of the Philippines
KALINGA STATE UNIVERSITY

BIDS AND AWARDS COMMITTEE

National Highway, Purok 6, Bulanao, Tabuk City, Kalinga

Website: <https://ksu.edu.ph> Email: procurementservice_bac@ksu.edu.ph Tel. No.: 0917-6240170

Annex “C”: Terms of Reference including Scope of Works

TERMS OF REFERENCE

BACKGROUND:

The Kalinga State University is to engage a qualified company's construction services for the following project as described below:

I. CONTRACT DESCRIPTION

Name of Project	: NEGOTIATED PROCUREMENT FOR REPAINTING OF ENGINEERING BUILDING AND UPGRADING OF ELEVATOR SYSTEM
Location of Project	: Kalinga State University-Main Campus National Highway, Purok 6, Bulanao, Tabuk City, Kalinga
Floor Area	: 1 Lot (Coverage of the scope of works)
End-Users	: MR. STALLEN CLEMENCE L. PUYOC – Dean, CEIT DR. EDUARDO T. BAGTANG- President, Kalinga State University

II. OBJECTIVE OF THE TERMS OF REFERENCE (TOR)

- 2.1** To provide a piece of background information regarding the preparation and submission of bid proposal to the Kalinga State University;
- 2.2** To provide a piece of background information regarding the proposed Project which should be handled at the lowest possible cost, acceptable quality and performance, and in the shortest possible time the bidder has to offer;
- 2.3** To outline and summarize the “Scope of Work” of the Contractor that has to be performed under the terms of its Contract with the Kalinga State University
- 2.4** To provide penalties in case of breach of the Contractor’s obligations

III. ROLE OF THE CONTRACTOR

- 3.1** For which this TOR applies, the Contractor shall furnish necessary equipment, labor, tools, facilities, and instruments for the construction of the Architectural, Structural, Electrical and Sanitary (if applicable) related to the Project sufficient enough to perform construction services that is covered in the Contract.

In this regard, the Contractor or the key personnel to be assigned must have professional experience compatible with the undertaking as stipulated in Item Clause 12.1(b)(ii.2) of the Bid Data Sheet.

- 3.2** The Contractor at all times should refer to the KSU Infrastructure Unit regarding corrections, plans and specifications, Variation orders and Quality control requirements of the Project;
- 3.3** The Contractor shall assign to its designated project engineer to prepare daily construction logbook and pouring permits, which has to be approved by the KSU Infrastructure unit before pouring.
- 3.4** The Contractor shall also implement the construction activities to complete the Project following the approved construction drawings and specifications and the scope of work as specified in the Contract;



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3.5 Construction Phase should be completed within **One Hundred Seventy-Seven (177) calendar days from the receipt of Notice to Proceed.**

IV. GENERAL CONDITIONS

4.1 The Contractor shall supply labor, materials, and equipment necessary for the **Negotiated Procurement for Repainting of Engineering Building and Upgrading of Elevator System.**

The activities of the Contractor for the construction would include but will not be limited to the following:

4.1.1 Designate one (1) Project Engineer who shall work full time during the Contract's construction period/duration. He shall be in charge of the construction work and is expected to perform the following:

- a. Document, schedule, oversee and monitor the day-to-day construction works.
- b. Coordinate, address, and resolve all concern/s of nearby buildings and structures relative to the construction and related services required by LGU and other regulating agencies.
- c. **Keep close coordination with the KSU Infrastructure Unit during project implementation and submit a progress report as required.**

V. PROJECT IMPLEMENTATION/CONSTRUCTION

5.1 The Contractor shall carry out and complete all items of work following the approved plans and specifications.

5.1.1 ENGINEERING SUPPORT SERVICES

The Contractor shall prepare the revised major modifications/changes in the design after the proponent's approval during the construction implementation if any.

5.1.2. PROGRESS REPORTS

The Contractor shall prepare weekly and monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress to be used as a basis for progress billing to be submitted to the KSU Infrastructure Unit.

5.1.3 TURN-OVER OF THE COMPLETED PROJECT

The Contractor shall adequately address and comply with the final punchlist issued by the KSU Infrastructure unit before the Turn-over and Acceptance of the completed Project.

5.1.4 WATER AND ELECTRICITY

The Contractor shall install an electric meter and water meter in their construction sites and pay the actual amount of water and electricity bills based on their usage at the prevailing rate. During concrete pouring, the contractor shall bring his water.

VI. PROVISIONS FOR STORAGE & MATERIAL HANDLING



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6.1 The Contractor shall store his materials, equipment, and tools in one place of the construction site during construction. The area shall be coordinated with the KSU Infrastructure Unit. It shall be kept neat and clean at all times. Any damage to that or the surrounding area arising from any accident, paint spills, etc. shall be repaired and/or restored to its original condition. Likewise, extra care shall be taken in the storage of hazardous chemicals (paints, thinners, lacquers, oils, solvents, etc.) to avoid accidents, explosions and/or fires. Oily rags, solvent-soaked foams, paintbrushes, and rollers shall be kept in metal containers tightly sealed and shall be cleaned and/or removed from the job site at the end of every working day.

6.2 Provisions for securing and safekeeping of stored materials, tools, and equipment during the construction project shall be for the Contractor's account.

VII. CLEARING OF SITE

The Contractor 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 KSU at no extra cost.

VIII. WARRANTIES OF THE BUILDER

8.1 The Contractor warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.

8.2 The Contractor warrants represent and undertake the service's reliability and that their workforce complements are hardworking, qualified/reliable, and dedicated to doing the service required to the satisfaction of the KSU. It shall employ well-behaved and honest employees.

8.3 The Contractor shall comply with the laws governing employees' compensation, Philhealth, Social Security and/or labor standards, and other laws, rules, and regulations applicable to its personnel employed by the Contractor on account of contracted services. The Builder shall pay its personnel not less than the minimum wage and other benefits mandated by law.

8.4 The Contractor in its services' performance shall secure, maintain at its own expense all registration, licenses, or permits required by National or Local Laws and comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The Contractor undertakes to pay all fees or charges payable to any instrumentality of government or any other duly constituted authority relating to the construction project.

8.5 The Contractor'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.

8.6 The Contractor shall coordinate with the KSU Infrastructure unit in the performance of their jobs.

8.7 The Contractor shall be liable for any loss, damage, or injury due directly through its personnel's fault or negligence. It shall assume responsibility thereof, and the Contractor shall be individually liable from any liability arising from that place.

IX. TERMS OF PAYMENT

9.1 The Contractor, upon request, may be granted 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 the 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.



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- 9.2 The Contractor shall repay advance Payment through deduction by BIR RR7 of fifteen percent (15%) from the Contractor's periodic progress billing.
- 9.3 The Contractor 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 10.2, if any, and ten percent (10%) retention fund.
- 9.4 The retention fund shall be released only upon issuing Certification of Final Acceptance issued by the Head of the Procuring Entity and submission by Contractor of Post-Construction Documentation.
- 9.5 Progress Billing shall be based on the following:

PROGRESS BILLING	PERCENT OF WORK COMPLETED	PERCENTAGE TERMS OF PAYMENT
First Billing	Thirty (30%) of the work accomplished	Thirty percent (30%) of the Contract Price less advance payment (Sec. 13.2), applicable withholding taxes, and retention fund of ten percent (10%) of the contract price (Sec. 13.3)
Second up to the next progress billing and Final billing	Above or equal to (15%) of work accomplished.	Above or equal to (15%) of the Contract Price less advance payment (Sec. 10.2), applicable withholding taxes, and retention fund of ten percent (10%) of the contract price (Sec. 10.4)

The percentage of completion of work shall be subject to review and evaluation by the KSU Infrastructure Unit.

- 9.6 Payments shall be made within a reasonable time from the submission of the required documents based on existing applicable laws.

X. PRE-TERMINATION OF CONTRACT

- 10.1 The Contract of the **Negotiated Procurement for Repainting of Engineering Building and Upgrading of Elevator System-Second Bidding** may be pre-terminated by the **Kalinga State University** upon notice of any violation of the Contract's terms. In the case of pre-termination, the Contractor shall be informed by the **KSU** within thirty (30) calendar days before such termination.
- 10.2 In the pre-termination case, the Contractor shall be liable to additional liquidated damages equivalent to five percent (5%) of the contract price provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.
- 10.3 The **KALINGA STATE UNIVERSITY (KSU)** shall have the right to blacklist the Contractor in case of pre-termination.

XI. SCOPE AND COVERAGE OF THE PROJECT WITH SPECIFICATION
 (See Scope of Works in the next pages)



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SCOPE OF WORKS WITH SPECIFICATIONS

ITEM NO.	ITEM OF WORK	QTY	UNIT	SCOPE OF WORK
B.5	PROJECT BILLBOARD/SIGNBOARD	2.00	each	-covers the fabrication of project billboard -specs are as follows Marine Plywood 1/4" thk. good lumber (well-seasoned) tarpaulin(4' x 8'), KSU tarpaulin tarpaulin(4' x 8'), COA tarpaulin CWN(assorted) Note: Refer to INFRA personnel for the design and format
B.7	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	1.00	Ls	-covers the provision of safety officer on-site and PPEs for the workers -specs are as follows Personal Protective Equipment (PPE) a. safety gloves b. safety helmet c. safety shoes d. Fall Arrest Shock Safety Harness Signages and Barricades a. PPE Signage (4x8ft) b. Warning Signs (2x3ft) c. Caution Tape (75mmx300m) d. Construction Safety Nets (2.4m height x 10m roll) Note: Refer to INFRA personnel for inquiries
800(2)	CLEARING AND GRABBING	1.00	Ls	-covers the scraping of loose, scaling and peeling exterior paint surfaces of the CEIT Building -covers the surface preparation of areas to be repainted -surface to be repainted should be clean and dry, free from oil, grease, dust and dirt, and all possible contaminants -covers the removal of existing structures and obstructions -covers the clearing and cleaning of construction debris, dirt, etc... after the project -specs are as follows Minor Tools (10% of Labor) Power Tools (Sander) Sanding Disc, 100mmØ Paint Scraper, 100mm Paint Scraper, 75mm Paint Scraper, 50mm Note: Refer to INFRA personnel for inquiries
1032(1)a	PAINTING WORKS (MASONRY/CONCRETE)	4,279.71	sq.m	-covers the repainting of all exterior surfaces of the CEIT building -covers the assembly and disassembly of scaffolds and frames -specs are as follows Minor Tools (10% of Labor) 1 1/2" GI Pipe x 6m 1 1/2" GI Pipe x 3m 1 1/2" GI Pipe x 1m Swivel Clamp Paint Chalk Blocker, Conditioner for Chalky Wall Surfaces Flat Latex White (First Coat) Latex Final Coat (Second and Third Coat) Masonry Putty, Spot Putty for Uneven Surface Sand Paper



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				<p>Roller Brush with Pan Roller Brush Foam Paint Brush x 100 Paint Brush x 75</p> <p>Note: Refer to INFRA personnel for paint color/finish Note: Paint shall be approved first before painting</p>
1032(1)c	PAINTING WORKS (STEEL)	1,064.20	sq.m	<p>-covers the repainting of the roof and railings of the CEIT building -specs are as follows Minor Tools (10% of Labor) Gloss Acrylic Water-Based Roof Paint (2 coats) Sand Paper Roller Brush with Pan Roller Brush Foam Paint Brush x 100 Paint Brush x 75</p> <p>Note: Refer to INFRA personnel for paint color/finish Note: Paint shall be approved first before painting</p>
1203 (1)	ELECTRIC ELEVATOR	1.00	set	<p>-covers the installation of a new machine room less elevator</p> <p>-covers the removal of old elevator parts -covers the chiseling of the slab of old elevator machine room for the overhead space requirements of the new elevator</p> <p>-specs are as follows Passenger Elevator, 1000kgs, 13 Person Capacity, 1.00m/s, 4 Stops, 4 Center Opening, 220VAC, 1Phase, 60Hz, 2 Panel Door, Center Opening, Machine Room Less (MRL), with the following features: Infrared Door Sensor Alarm Button Lamp and Buzzer for Overload LCD Display Car Call Cancelling Alarm Bell Emergency Lighting Car Fan at Car Top Handrail Automatic Rescue Device (ARD) Automatic Voltage Regulator (AVR)</p> <p>-inclusive of taxes, duties, brokerage fees, mobilization and demobilization, dismantling of the old unit elevator, all necessary civil works (chiseling of concrete, plastering, etc...)</p> <p>-includes the construction of the sump pit -includes the supply and installation of sump pump and all of its accessories -one year warranty upon completion of testing and commissioning, and turn over of elevator unit</p> <p>-free maintenance for a period of two months (2) from the date of completion or upon turn over</p> <p>Note: Refer to INFRA personnel for inquiries</p>
SPL-I	MISCELLANEOUS WORKS	1.00	Ls	<p>- covers the sealing and patching of holes at the roof of CEIT building -specs are as follows Minor Tools (10% Labor) Power Tools Silicon Sealant</p> <p>-covers the fabrication of fire exit access platform, and access swing gate</p>



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				Welding Machine Angle Bar, 50mm x 50mm x 5mm x 6m Angle Bar, 38mm x 38mm x 4mm x 6m Flat Bar, 38mm x 4mm x 6m M16 Anchor Bolt 38mmØ G.I. Pipe, Schedule 40 Cylindrical Hinges, 16mmØ, Heavy Duty Primer Paint Epoxy Enamel Paint Paint Brush, 75mm Welding Rod Cutting Disc Note: Refer to plans for details

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