



**Kalinga State University
PROCUREMENT MANAGEMENT OFFICE
Terms of Reference**

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Annex "B": Terms of Reference including Scope of Works

Control No. :

TERMS OF REFERENCE

BACKGROUND:

The Kalinga State University is to engage for the Construction services of a qualified construction company to construct Completion of Graduate Studies and Law Building of the State University.

I. CONTRACT DESCRIPTION

a. Name of Contract	: Negotiated Procurement for Completion of Graduate Studies and Law Building
b. Location of Contract	: Kalinga State University – Main Campus National Highway, Purok 6, Bulanao Centro, Tabuk City, Kalinga
c. Floor Area	: 1 Lot (Coverage of the scope of works)
d. End-Users	: Dr. Lope T. Buen, Bulanao Campus Administrator
e. Implementing Unit	: Infrastructure Office

II. OBJECTIVE OF THE TERMS OF REFERENCE (TOR)

- 2.1 To provide a background information regarding the preparation and submission of bid proposal to the Kalinga State University;
- 2.2 To provide a 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 The Contractor, for which this TOR applies, 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.
- 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 must be approved by the KSU Infrastructure unit prior to pouring.
- 3.4 The Contractor shall also implement the construction activities to complete the project in accordance with the approved construction drawings and specifications and the scope of work as specified in the contract;
- 3.5 Construction Phase should be completed within **Three Hundred Nineteen (319) 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 Completion of Graduate Studies and Law Building.**

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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 construction period/duration of the contract. He shall be in charge of the construction work and is expected to perform the following:
 - a. Document, schedule, oversee & 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 as required by LGU and other regulating agencies.
 - c. Keep a close coordination with the KSU Infrastructure Unit during project implementation and submit progress report as required.
- 4.1.2 Designate one (1) Materials Engineer who shall work full time during pouring periods.
- 4.1.3 Designate one (1) Mechanical Engineer or Electro-mechanical Engineer who shall work during the installation of the elevator system.

V. PROJECT IMPLEMENTATION/CONSTRUCTION

5.1 The Contractor shall carry out and complete all items of work in accordance with 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 approval of the proponent 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 basis for progress billing to be submitted to the KSU Infrastructure Unit.

5.1.3 TURN-OVER OF THE COMPLETED PROJECT

The Contractor shall fully address and comply with the final punchlist to be issued by the KSU Infrastructure unit prior to the Turn-over and Acceptance of the completed project.

5.1.4 WATER AND ELECTRICITY

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

VI. PROVISIONS FOR STORAGE & MATERIAL HANDLING

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 thereto or to 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.) in order to avoid accidents, explosions and/or fires. Oily rags, solvent-soaked foams, paint brushes 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 account of the Contractor.

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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, 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 KSU. It shall employ well-behaved and honest employees.
- 8.3** The Contractor shall comply with the laws governing employee's 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 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 Contractor 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.
- 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 as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the Contractor shall be specifically liable from any responsibility arising therefrom.

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 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.
- 9.2** Advance Payment shall be repaid by the Contractor thru 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 issuance of Certification of Final Acceptance issued by the Head of the Procuring Entity, and submission by Contractor of Post-Construction Documentation.

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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 KSU Infrastructure Unit.

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

X. PRE-TERMINATION OF CONTRACT

- 10.1** The contract of the **Completion of Graduate Studies and Law Building** may be pre-terminated by the **Kalinga State University** upon notice of any violation of the terms of the contract. In case of pre-termination, the Contractor shall be informed by the **KSU** within thirty (30) calendar days prior to such termination.
- 10.2** In case of pre-termination, the Contractor 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.
- 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 page)

Prepared by:

Checked and verified:

KSU INFRASTRUCTURE UNIT

ENGR. CHRISTIAN LOUIE B. ADORA
Chairman for Planning

Recommending Approval:

Approved by:

RHONJHON R. GARMING, MECE
Director for Planning and Strategy

EDUARDO T. BAGTANG, CPA, DBM
KSU President

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SCOPE AND COVERAGE OF THE PROJECT WITH SPECIFICATION

ITEM No.	ITEMS OF WORK	QTY	UNIT	SCOPE OF WORKS
103(1)a	STRUCTURE EXCAVATION (Common soil)	92.26	cu.m.	This covers the following areas in reference from the plans: Excavation of soil for the elevator pit and cistern tank
801	REMOVAL OF STRUCTURE AND OBSTRUCTION (CHISELLING OF CONCRETE WORKS)	7.55	sq.m	This covers the following areas in reference from the plans: For the existing CHB elevator wall at deck level and existing slab on fill at ground level
900(1)a1	STRUCTURE CONCRETE Class "A"	30.05	cu.m.	This covers the following areas in reference from the plans: Cistern tank Elevator Wall at Deck level, below ground level elevator wall and slab on fill The following materials are: portland cement sand gravel 1" 1/2" thk. plywood form lumbers common wire nails (assorted)
902(1)	REINFORCING STEEL BARS	3162.57	kgs.	This covers the following areas in reference from the plans: Cistern tank Elevator Wall at Deck level, below ground level elevator wall and slab on fill The following materials are: GRADE 60 RSB GRADE 40 RSB no. 16 GI Tie wire
1200(4)a5	Package Type Air- conditioning Unit - PACU (wall mounted inverter)	10.00	sets	This covers the following areas in reference from the plans: At Ground floor= 2 sets At Second floor= 1 set At Third floor= 3 sets At Fourth floor= 4 sets The following specifications are: 3.0 TR Air Condition Unit (Split Type - wall mounted inverter) 1.5 HP Air Condition Unit (Split Type - wall mounted inverter)
1047a	Metal Structures (ACU Framing and stainless top cover)	614.00	kgs	This covers the following areas in reference from the plans: All ACU to be framed The following materials are: Angle Bar 1 1/2" x 1 1/2" x 3.5mm Thk. X 6m Flat Bar 1 1/2" x 3.0mm Thk. X 6m Welding Rod Stainless Sheet (4' x 8' x 1.5mm Red Oxide/Epoxy Primer Quick Dry Enamel Paint Blind Rivets 5/8" Paint Brush x50mm Paint Brush x25mm Wall angle 2"x2"x5m (for interior ACU boarder line) 3" Expansion bolt
1047b	Metal Structures (Fire Exit Ladder)	589.96	kgs	This covers the following areas in reference from the plans: One full length from ground to fourth floor at Right Elevation

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				<p>The following materials are: Angle Bar 50 x 50 x 3mm thk. G.I. Pipe 25mmØ sched 40 G.I. Pipe 37.5mmØ sched 40 G.I. Pipe 50mmØ sched 40 Flat bar 50mm x 5mm Steel Plate 50mm x 50mm x 5mm Welding Rod Enamel Black Paint Epoxy Primer Paint Paint Brush x 50 Expansion Bolt 3"</p>
1716(29)b	PAINTING WORKS STEEL STRUCTURES	89.01	sq.m	<p>This covers the following areas in reference from the plans: All window steel frames The following materials are: 1. Quick Dry Enamel Black 2. Paint brush x 25 3. Paint Thinner</p>
1027(1)	PLAIN CEMENT PLASTER FINISH	63.79 3.60 18.00 13.80 14.01 3.10 11.29	sq.m	<p>This covers the following areas in reference from the plans: column @ grid A'(3) canopy beam @ grid A'(2-3) canopy beam @ grid F'(2-2') PUMP ROOM: all inside surface all outside surface elevator shaft The following materials are: sand cement</p>
1032(1)a1	PAINTING MASONRY/ CONCRETE	161.82 63.79 4.27 33.76 60.00	sq.m	<p>This covers the following areas in reference from the plans: Plastered area sidings of stair all slab of stairs spotted area for re-touchment The following materials are: Flat white Latex (1st Coat) Final Paint (2nd coat and 3rd coat-cream color/refer existing wall paint color) Masonry putty Sand paper Paint Brush x 75 Roller brush with pan</p>
1032(1)a2	Painting Wood	936.61 858.54 78.07	sq.m	<p>This covers the following areas in reference from the plans: CEILING (Gypsum board) CEILING (Fiber Cement Board) The following materials are: Enamel Flat White Enamel Gloss White Sand Paper # 200 Plasolux Glazing Putty Paint Thinner Roller Brush Medium Size foam Roller Paint Brush M/S w/ pan</p>

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				Paint Brush x 100 Paint Brush x 75 Paint Brush x 50 Enamel Choco Brown Scaffolding lumber 2"x2"x3.6m
1003(1)e1	CEILING (Gypsum board)	858.54	sq.m	This covers the following areas in reference from the plans: At ground floor to third floor: stair landing, hallway, faculty room, Accreditation room, Moot court and classroom At fourth floor: stair area, meeting room & classroom The following materials are: Gypsum board 9mm x 1.20 x2.40m Metal Furring 20 x 50 x.40mm thk x 5m Metal Furring Clip Wall angle 2" x 5m Concrete nail 1" Gypsum board screw wood cornice X 75mm X 2.40 Blind Rivets x 55 Gypsum Putty Stick well Glue
		705.09		
		153.45		
1003(1)a1	CEILING (Fiber Cement Board)	78.07 19.45 32.73 10.08 15.81	sq.m	This covers the following areas in reference from the plans: entrance canopy @ right elevation entrance canopy @ front elevation entrance canopy @ left elevation T & B @ faculty room The following materials are: Hardiflex (1/4" x 4ft x 8ft) Metal Furring 20 x 50 x .40mm Thk. X 5m Metal Furring Clip Wall angle 2" x 5m Concrete nail 1" Blind rivets Tek screw x55
1004(2)a	FINISHING HARDWARE (Lockset)	12.00	sets	This covers the following areas in reference from the plans: at ground floor doors: entrance D3-1 set classroom D5- 1set accreditation room D4- 1 set at second floor doors: classroom D5- 4 sets male CR- 1 set at third floor doors: classroom D5- 2 sets accreditation room D4- 1 set The material is: Lever Type lockset, HD
1004(2)c	FINISHING HARDWARE (Bolts)	5.00	sets	This covers the following areas in reference from the plans: at ground floor doors: entrance D3- 1 set accreditation room D4- 1 set

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				<p>at second floor and third floor door: accreditation room D4- 1set</p> <p>at fourth floor door: meeting room- 1 set</p> <p>The material is: Barrel bolt</p>
1202	SPRINKLER SYSTEM AND DRY STAND PIPES	1.00	l.s	<p>This covers the following areas in reference from the plans: From ground to fourth floor</p> <p>The following materials are: Fire hose & extinguisher cabinet 155 deg F, 1/2" orifice, K=5.6 1" GI Union 1 1/2" x 20 ft G.I. Pipe schedule 40 2" x 20 ft G.I. Pipe schedule 40 1/2" x 20 ft G.I. pipe schedule 40 1"x1/2" GI Elbow reducer 1" x 20' GI pipe schedule 40 1"x1/2" GI Tee 40mmx25mm GI Tee 40mmx25mm GI Cross Fitting 1" GI Tee 40mm GI Tee 50mm x 40mm GI Reducer 40mm x 25mm GI Reducer 1" GI Elbow 4" x 20 ft GI pipe schedule 40 4" Siamese 4" GI Fire Check Valve 2" GI Fire Check Valve 100mmx50mm GI Tee 100mmx30mm GI Tee 4" GI Elbow Alarm Valve Consumables and others Fire Pump (NON-UL) with control panel 2.5HP, 230V, 3Phase, 60HZ Jockey Pump (NON-UL) with control Panel 3HP, 230V, 3Phase, 60 HZ Bladder Surge Tank Best Tank 3,000 Liters *Note: with Testing and Commissioning</p>
1203	ELEVATOR SYSTEM	1.00	l.s	<p>This covers the following areas in reference from the plans: 1 unit elevator</p> <p>The following specifications are: PASSENGER ELEVATOR FNHP630kgs. 1.0m/s-4/4/4 630kgs/ 8 person capacity 1.0 m/s speed, serving 4 floors, 4 stops, 4 openings, center opening Power supply: 240V, 3Phase, 60 hz Coverage: Manufacturing, shipment, delivery on site, testing/ commissioning and turnover</p>
1005	STEEL WINDOWS (selected frame repair	29.59	sq.m.	<p>This covers the following areas in reference from the plans: All selected frame subject for repair and glass replacement</p>

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	and glass replacement)			The following materials are: Clear Glass 6mm thick Silicon Sealant
1208 (2)	Smoke Detector with base	1.00	l.s	This covers the following areas in reference from the plans: 28 SETS The following specifications are: Wireless fire smoke detector, 433Mhz, with ceiling bracket, 128x35mm dia., dustproof, mothproof, anti-light interference design, 85dB alarm Sound, 6F22 9V battery carbon
1102	POWER LOAD CENTER, SWITCHGEAR AND PANELBOARDS	1.00	l.s	The following specifications are: 1 SET Manual Transfer switch, Electrical enclosure, industrial, bolt-on type flush mounted, w/ terminal lug nuts, bolt and nut 3 pole, 40KAIC, 230V, 320AT/400AF
1101 (42)	Wires & Wiring devices	1.00	l.s	The following materials are: Lighting 1. 2.0 mm ² THHN Stranded Wire (ISO Certified) Power 1. 3.5mm ² THHN Stranded Wire (ISO Certified) Appliance 1.5.5 mm ² THHN Stranded Wire (ISO Certified) Main Protection 1. 80mm sq THHN wire (ISO Certified) 2. 14.0mm sq THHN wire (ISO Certified) Grounding 1. 8.0mm sq copper conductor 2. Copper-Clad Ground Rod, 19mm dia., 3 m length 3. Solderless connector 14mm sq Power 1. Convenience outlet, 16A, Duplex, 3prong, 250V 2. Weatherproof Convenience outlet, 16A, Duplex, 3prong, 250V 3. Utility box Blank cover 4. Electrical Tape B/S
1100(30)	Conduit, boxes and fittings	1.00	l.s	The following materials are: For Service Entrance PVC conduit, 65mm dia PVC elbow, 65mm dia PVC locknut and adapter, 65mm dia PVC solvent, 150cc
1103 (1)	Lighting Fixtures	1.00	l.s	The following materials are: T8 LED fluorescent tube, Daylight, 21W T8 LED fluorescent tube, Daylight, 2x21W, encased in a louver aluminum reflector 11W LED bulb PL-16, COOLWHITE
B.5	PROJECT BILLBOARD	1.00	l.s	The following materials are: good lumber tarpaulin (4'x8') CWN (assorted)
B.7	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	1.00	l.s	The following materials are: safety gloves safety shoes safety helmets

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