



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

TERMS OF REFERENCE

BACKGROUND:

The Kalinga State University is to engage for the Construction services of a qualified construction company for the Improvement of KSU Computer Laboratories under its 4 Colleges.

I. CONTRACT DESCRIPTION

Contract Name : **Package Contract for KSU Computer Laboratories Improvement**

Locations : **1. Kalinga State University – Main Campus
National Highway, Purok 6, Bulanao, Tabuk City, Kalinga**

**2. Kalinga State University – Rizal Campus
Brgy. Bagbag, Rizal, Kalinga**

Floor Area : **4 Lots (Coverage of the scope of works)**

End-User : **Mr. Giarhard C. Awis
Chairman for ICT Center**

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 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 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 **Seventy-Four (74) 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 **Package Contract for KSU Computer Laboratories Improvement.**

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.

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.

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 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 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 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 issuance of 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 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 **Package Contract for KSU Computer Laboratories Improvement** 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 termination of contract.

XI. SCOPE AND COVERAGE OF THE PROJECT WITH SPECIFICATION

(See Scope of Works in the next page)

Prepared by:

KSU INFRASTRUCTURE UNIT

Recommending Approval:

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Director for Planning and Strategy

Checked and verified:

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Chairman for Planning

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Chairman for Infrastructure

Approved by:

EDUARDO T. BAGTANG, CPA, DBM
KSU President



SCOPE OF WORKS WITH SPECIFICATIONS

ITEM No.	ITEMS OF WORK	QTY	UNIT	SCOPE OF WORKS
801	Removal of structures and obstructions (wall)	1.08	sq. m	-includes chiseling of wall for the path way of the cable raceway @CEIT - Includes chiseling of wall portion @ CEIT electrical room at ground floor, 3rd floor (Lab 4, Lab 5 and 2 rooms of ICT offices) @CCJE - Includes chiseling of wall portion @ CCJE 3rd floor computer laboratory @CTE - Includes chiseling of wall portion @ CTE electrical room at ground floor, 2nd floor computer laboratory @RIZAL - Includes chiseling of wall portion @ Academic building comp. lab
1047	Metal Structures (wire ways)	126.90	sq. m	-includes fabrication and installation of cable raceway from main panel boards of buildings to computer laboratories and installation of and LCD projector hanger. (see details @ plan) Material specifications are as follows: C purlins x 6m (1.2mmx 50mmx75mm) Tubular x 6m (1.2mmx 50mmx75mm) Concrete Expansion bolts LCD projector hanger (see details @ plan) blind rivets Concrete grout/epoxy (clay) Hanger rod (5/8) Hat type bracket Side steel bracket welding rod
1032(1)a2	PAINTING (STEEL)	126.90	sq.m	-includes spray painting of all cable raceways to be installed cable raceways must be painted prior to installation Material specifications are as follows: Epoxy Primer Gray Glossy Gray (final coating) Sand Paper # 200 Paint Thinner Paint Brush x 100 Paint Brush x 75 Paint Brush x 50
1027	CEMENT PLASTER FINISH	2.34	sq.m	-includes rectification of chiseled concrete wall for the passage of the raceway Material specifications are as follows: Screened sand cement



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ITEM No.	ITEMS OF WORK	QTY	UNIT	SCOPE OF WORKS
1032(1)a1	PAINTING (MASONRY/ CONCRETE)	2.34	sq.m	-include rectified/plastered walls Material specifications are as follows: Permacoat Flat White Permacoat Gloss Gray Sand paper # 200 Laquer thinner Paint brush x 100 Paint brush x 75 Paint brush x 50 Masonry putty Masking Tape, 1"
1100	ELECTRICAL	4.00	Is	-includes wiring installation and rectification of panel boards Material specifications are as follows: CEIT 1. 3.5mm sq THHN wire (white and black) 2. 1" PVC White mouldex wire cover 3. Convenience Outlet, 16A, Duplex, 3 prong, 250v 4. Mica Tube, ½" dia 5. Surface mounted utility box 6. Concrete Black Screw Protection 1. 3P-10 Branches Panel Board, Bolt-on type, center tapped main, 8-2P-40AT/100AF MCCB in a powder coated Panel Box 2. 2P-10 Branches Panel Board, 4-15AT/50AF, 2-20AT/50AF MCB, powder coated 3. 3P-12 Branches Panel Board, Bolt-on type, center tapped main, 8-40AT/100AF MCCB in a powder coated Panel Box 4. 3P Circuit Breaker, 100AT, MCCB with enclosure 5. NEMA 1 wire gutter, 150mD x 200mmH x 400mmL with lugs and nuts and copper bus bar (with hinged cover) 6. 30mm sq THHN wire insulated copper CCJE 1. 3.5mm sq THHN wire (white and black) 2. 1" PVC White mouldex wire cover 3. Convenience Outlet, 16A, Duplex, 3 prong, 250v 4. Mica Tube, ½" dia 5. Surface mounted utility box 6. Concrete Black Screw



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ITEM No.	ITEMS OF WORK	QTY	UNIT	SCOPE OF WORKS
				Protection
				2P-10 Branches Panel Board, 4-15AT/50AF, 2-20AT/50AF
				MCB, powder coated
				5.5mm sq THHN wire
				CTE
				1. 3.5mm sq THHN wire (white and black)
				2. 1" PVC White mouldex wire cover
				3. Convenience Outlet, 16A, Duplex, 3 prong, 250v
				4. Mica Tube, 1/2" dia
				5. Surface mounted utility box
				6. Concrete Black Screw
				Protection
				2P-10 Branches Panel Board, 4-15AT/50AF, 2-20AT/50AF
				MCB, powder coated
				NEMA 1 wire gutter, 150mD x 200mmH x 400mmL w/ lugs
				and nuts and copper bus bar (with hinged cover)
				Rizal
				1. 3.5mm sq THHN wire (white and black)
				2. 1" PVC White mouldex wire cover
				3. Convenience Outlet, 16A, Duplex, 3 prong, 250v
				4. Mica Tube, 1/2" dia
				5. Surface mounted utility box
				6. Concrete Black Screw
				Protection
				2P-10 Branches Panel Board, 4-15AT/50AF, 2-30AT/50AF
				MCB, powder coated
				8.00mm sq THHN wire
SPL-I	PROJECT BILLBOARD	1.00	piece	-includes fabrication of framing and project signboard of the building construction (summary of 4 lots)
				Material specifications are as follows:
				1/4" x 4' x 8' marine plywood
				Good lumber
				Tarpaulin, 4' x 8'
				CWN, assorted
				-Content of the billboard will include the following info:
				Project Title
				Project Cost
				Project Start
				Expected Completion
				Source of Fund
				Implementing Agency
				Perspective of the Project, if any



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ITEM No.	ITEMS OF WORK	QTY	UNIT	SCOPE OF WORKS
B.7	OCCUPATIONAL SAFETY & HEALTH PROGRAM	1.00	L.s	-Contractor must provide the following for its workers during the duration of the project until project completion:
				safety gloves
				safety shoes
				safety helmets
				Caution tapes
				Contractor also must have a safety practitioner

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