



Annex "C": Terms of Reference

TERMS OF REFERENCE

BACKGROUND:

The Kalinga State University is to engage for the Construction services of a qualified construction company to improve the State University **Main Gate**.

I. CONTRACT DESCRIPTION

- a. **Contract Name** : **Negotiated Procurement for Improvement of KSU Main Gate Package Contract**
- b. **Location** : **Kalinga State University – Main Campus
National Highway, Purok 6, Bulanao, Tabuk City, Kalinga**
- c. **Floor Area** : **108.3 sq.m. (Coverage of the scope of works)**
- d. **End-User** : **Dr. Lope T. Buen (Bulanao Campus Administrator)**

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 **One Hundred Sixty-Seven (167) 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 Improvement of KSU Main Gate Package Contract.**

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 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.
- 9.5** Progress Billing shall be based on the following:

PROGRESS BILLING	PERCENT OF WORK COMPLETED	PERCENTAGE TERMS OF PAYMENT
First Billing	Twenty (20%) of the work accomplished	Twenty (20%) 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.

PRE-TERMINATION OF CONTRACT

- 9.7** The contract of the **Negotiated Procurement for Improvement of KSU Main Gate Package Contract** 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.
- 9.8** 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.
- 9.9** The **KALINGA STATE UNIVERSITY (KSU)** shall have the right to blacklist the Contractor in case of pre-termination.

X. SCOPE AND COVERAGE OF THE PROJECT WITH SPECIFICATION

(See scanned copy of the Scope of Works in the next page)

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