

TERMS OF REFERENCE (TOR)

Name of Project : **Removal of Existing Tiles and Supply, Delivery and Installation of 60x60cm Homogenous Tiles at the HRRO, Fourth Floor of CSC Main Building**

Location : **Civil Service Commission – Central Office (CSC-CO)
CSC Compound, Batasang Pambansa Complex
Constitutional Hills, Diliman, Quezon City**

Approved Budget for the Contract: P456,000.00 (inclusive of Government tax)

I. General Background of the Project

The CSC-CO requires the services of a contractor that supplies, delivers and install 60.00 x 60.00cm homogenous floor tiles for the replacement of existing vinyl and wood parquet at the Human Resource Relations Office (HRRO) located at the fourth floor of CSC Main Building.

Accordingly, the winning contractor shall provide the necessary tools and equipment for chipping of existing tiles, the necessary materials such as homogenous floor tiles, tile adhesive, cement and sand, and labor for masonry services to ensure completion of the project. The CSC through the Office for Financial and Assets Management (OFAM) - Building and Grounds Maintenance Division (BGMD) will oversee the implementation of the same. The project is intended to be accomplished within ninety (90) calendar days.

Currently, the aforementioned office has a vinyl tile and wood parquet flooring which is already worn-out and dilapidated. Thus, its replacement will enhance the aesthetics of the Office concerned. The total floor area is approximately 310.00 square meters.

II. General Scope of Works:

1. **Supply and Delivery of the Homogenous Tiles and Tile Adhesive** - The OFAM-BGMD as the end-user shall provide sample porcelain tiles to the contractor for their reference in the supply of the same;
2. **Ocular Inspection** – the Contractor shall conduct necessary ocular inspection to verify and check the circumstances, including but not limited to the actual conditions of the site and existing facilities of the said building;
3. **Removal of Existing Tile** – the Contractor shall ensure that all currently installed tile in the area will be removed properly;

4. **Chipping of flooring** – the Contractor shall ensure that the area has been chipped prior to the installation of tiles;
5. **Safe Conduct of Work** – Provide for the safe conduct of work, careful removal and disposal of materials marked for salvage, and protection of those portions which remain undisturbed. Coordination shall be made with other works in progress, if any, and/or timely disconnection of utility services;
6. **Hauling of Materials/Debris** – the Contractor will not be allowed to use the elevator of the building for the hauling of materials/debris to and from the working area. The hauled materials shall be hoarded in an area designated by the OFAM-BGMD;
7. **Tile Setting/Installation**– the Contractor shall ensure the proper elevation, no clearance/space between tiles, and will ensure that there will be no hollow area/*kapak* upon completion of the project. Any defect/s shall be properly restored by the Contractor prior to the issuance of the Certificate of Completion by the OFAM-BGMD; and
8. **Cleaning** – the Contractor shall ensure that the contracted area is cleaned and ready for occupancy.

III. Specifications:

A. General Conditions

1. General

- 1.1 The Contractor shall provide all necessary labor and materials, equipment, facilities, supervision and other items necessary for the completion and satisfactory performance of work as stated in the scope of works of which this specification forms a part; and
- 1.2 All exposed structure adjacent to the area of work shall be protected while the project is in progress. Any stain, dirt, etc. shall be removed to the satisfaction of the CSC through the Building and Grounds Maintenance Division (BGMD) Project In-charge.

2. Materials

- 2.1 For the replacement of existing vinyl tile and wood parquet, use 60.00 x 60 .00 cm homogenous tiles approved by the OFAM-BGMD;
- 2.2 Tile adhesive should not be less than 12mm in thickness; and

2.3 Water shall be fresh, clean and free from injurious amount of oil, acid, salt, alkali, organic matter and other unclean substances.

3. Workmanship

3.1 All works herein shall be done employing the highest degree of workmanship as called for in this specification and guaranteed to suit the standard engineering practices.

4. Safety and Precautions

4.1 The Contractor shall provide at all times safety measures during contract implementation period;

4.2 The Contractor shall, on a daily basis, maintain the area free from debris, rubbish and any foreign matter to prevent blocking or clogging of floor drain;

4.3 The Contractor shall be liable for any loss or damage to the building due to negligence of its representatives, employees and laborers.

5. Site Cleaning

5.1 The Contractor shall at all times prevent the accumulation of waste materials or rubbish in the working area by removing them from the premises and depositing the same at designated place; and

5.2 Upon completion of the works and before final payment is made, the Contractor shall remove from the site without expense to the Commission, all temporary structures, surplus materials and rubbish of any sort and shall leave the whole area in good order and condition.

B. Special Provisions

1. Security Arrangement

The Contractor shall comply with the security regulations of the CSC. At least one (1) week prior to the start of the work. Likewise, the Contractor shall request gate passes for its employees upon entry to the CSC premises. Upon completion of the project and prior to full payment, the Contractor shall surrender the gate passes to the guard on-duty at the CSC main gate.

2. Accountability on human resources

There shall be no employer-employee relationship between the personnel of the Contractor and the CSC. The Contractor shall have the entire control and

supervision of the work and personnel herein agreed upon. The CSC shall in no manner be answerable or accountable for any accident, injury of any kind, or death which may occur to any personnel of the Contractor during the time of the performance of the services under this agreement, nor for any wage, injury, loss or damage arising from the negligence or carelessness of the Contractor or any of its personnel, nor for any amount of claim or liability, civil or criminal, pertaining to any license, tax and permit, all of which shall be for the account of the Contractor. The Contractor hereby covenants and agrees to assume all liabilities described above and to render the CSC absolutely free therefrom.

3. Accountability on Property Damages

In case any CSCs property is lost, damaged or destroyed during the period of construction, after it has been determined that the worker/s of the Contractor is at fault, the Contractor shall pay the CSC the cost of the lost/damaged items otherwise, the CSC shall withhold such amount from the Contractor's payment.

4. Progress Chart

Prior to the start of the project implementation, the Contractor shall submit to the CSC through OFAM-BGMD for approval a bar chart and S-curve schedule. The schedule must show different phases of work up to the completion of the project.

5. Performance Security

To guarantee the faithful performance by the Contractor of its obligations under this Contract, the Contractor shall file a performance security within ten (10) calendar days or less from receipt of Notice of Award equivalent to five percent (5%) of the total contract price (Cash, cashier's/manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank). The Performance Security may be released after the issuance of the Certificate of Acceptance.

6. Warranty of Maintenance

Workmanship shall have a six (6) months warranty period of maintenance.

The Contractor shall undertake the repair works at its own expense, of any damage to the works undertaken within fifteen (15) days from the time the head of OFAM-BGMD has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, OFAM-BGMD shall undertake the repair works and shall be entitled to full reimbursement of expenses incurred upon demand or be deducted from the Performance Security.

7. Changes/Additional Activity Ordered by the Client

If the Contractor caused additional services or other expenses due to changes ordered by the CSC after accomplishing the set activity, the Contractor shall be

paid for such services involved. The amount of compensation and the extension of time for the completion of the change or additional works ordered by the CSC shall be based on the existing computation of cost per square area.

IV. Mode of Payment

The Commission shall pay the Contractor the Contract Price inclusive of government taxes subject to the following terms and conditions:

1. The Contractor shall shoulder the salaries/wages for the services rendered by its workers in the early stage of the project implementation or prior to its initial request for payment. However, the contractor may only request for initial payment upon completion of at least 50% of the total area as determined by OFAM-BGMD.
2. A final payment of fifty percent (50%) of the total contract price will be paid ten (10) calendar days after the completion of the project as certified by the OFAM-BGMD with the concurrence of the end-user/office concerned.

V. Delay and Liquidated Damages

The default/abandonment of the Contractor in its responsibilities within the duration of the contract would mean forfeiture of any payment claims and other possible civil charges.

Failure of the Contractor to accomplish the project as specified in this Contract, for everyday of delay, a penalty of 1/10 of 1% of the total cost of the unfinished floor area shall be imposed on the Contractor. Also, any noted defects on the works of the Contractor for the aforementioned project that are not rectified within the duration of this Contract, will be considered as delay on the performance/obligation of the Contractor, hence, will also be subjected to the above-mentioned penalty.

VI. Termination of Services for Cause

The CSC may terminate the services of the Contractor in case it is determined *prima facie* that the Contractor has engaged, before or during the implementation of the project, in unlawful deeds and behaviors relative to project acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;

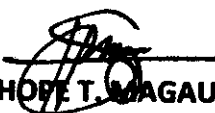
d. Any other act analogous to the foregoing.

The Contractor shall be suspended or blacklisted by the CSC should it be proven that the Contractor is engaged in any of the above stated unlawful acts. The procedures for suspension or blacklisting of suppliers or contractors shall be undertaken in accordance with the guidelines issued by the Government Procurement Policy Board (GPPB).

VII. Client's Responsibilities

1. Provide full information as to the requirements for the project.
2. Conduct thru OFAM-BGMD, daily monitoring of the work undertaken by the Contractor.
3. Issue certification as to the work accomplished by the Contractor for its payment claims.
4. The CSC, as a collecting agency for the Bureau of Internal Revenue (BIR), shall deduct allowable Government Taxes on the Contractor.
5. If the CSC observes or otherwise becomes aware of anything that may impair the successful implementation of the project, the CSC – CO through the OFAM-BGMD shall give prompt verbal/written notice thereof to the Contractor.


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