

TERMS OF REFERENCE (TOR)

Name of Project : **Rehabilitation of CSC Facade Flooring, Chipping works of Existing Ceramic Tiles and Supply, Delivery and Installation of Granite slab at Ground Floor to Fourth Floor Lobby of the 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: **P19,991,148.10 (inclusive of tax)**

I. General Background of the Project

The CSC-CO requires the services of a contractor that provides concrete works particularly tiling services for the rehabilitation of CSC facade flooring, chipping of existing ceramic tiles, supply, delivery and installation of granite slab from the ground floor to the fourth floor Lobby of CSC main building.

Accordingly, the winning contractor shall provide manpower, necessary tools and equipment for the rehabilitation and chipping works, supply, delivery and installation of granite slab and to ensure the completion of the project. The project comprising of One Thousand Eight Hundred Fifty Two Square Meter (1,852.00 sq.m) shall be completed/accomplished within one hundred five (105) calendar days.

Currently, the flooring of the lobby from ground floor to fourth floor is finished with 20.00 x 30.00cm. ceramic tiles. Since the tiles were installed thirty five (35) years ago, most of the tiles already have a scratch, cracked or chipped. Likewise, the type and design of the tiles is no longer available in the market, hence, maintenance works in the rectification of defects is quite difficult. Henceforth, the Office for Financial and Assets Management thru the Building and Grounds Maintenance Division finds the importance to replace the tiles with granite slab. This will result to a good atmosphere in the main building lobby and maintenance of the same would be easier since granite slab last a lifetime.

II. General Scope of Works:

1. **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;
2. **Rehabilitation of CSC Façade Flooring** - the Contractor shall provide a shop drawing for the rehabilitation of façade (floor plan, structural plan and stair and ramp detail which conforms to BP 344/PWD Law). The OFAM-BGMD as the end-user specifically

the Structural Engineer shall check and approve the structural plan prior to the execution of work. The Contractor shall ensure that the plan approved by the end-user is being followed, ensure the area is well compacted and the proper elevation maintained upon completion of the project;

3. **Supply Delivery and Installation of Granite Slab** – the OFAM-BGMD as the end-user shall provide sample of granite slab to the Contractor for its reference in the supply of the same;
4. **Removal of Existing 20x30cm Ceramic Tile** – the Contractor shall ensure that all currently installed 20x30cm Ceramic Tile in the area will be remove properly;
5. **Chipping of flooring** – the Contractor shall ensure that the area has been chipped prior to the installation of granite slabs;
6. **Removal of Paint on façade column** – the Contractor shall ensure that the paint on the column must be peeled prior of the installation of granite slab.
7. **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;
8. **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;
9. **Tile Setting/Installation of Granite Slab at the lobby flooring and façade column** – the Contractor shall ensure proper elevation, and shall ensure that there will be no hollow area/*kapak* upon completion of the project. The CSC has the option to specify that there will be no clearance/space between the granite slabs before the start of the installation. Any defect/s shall be properly restored by the Contractor prior to the issuance of the Certificate of Completion by the OFAM-BGMD; and
10. **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 20 x 30 cm Ceramic Tiles and installation of granite slab on the column, use 80 x 120 cm granite slab (11mm in thickness) approved by the end-user;
- 2.2 Use granite slab adhesive and it should not be less than 20mm 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 performance, the Contractor shall request gate passes for its employees. Upon completion of the project and prior to full payment, the Contractor shall surrender the gate passes to the BGMD.

2. Accountability on manpower

There shall be no employer-employee relationship between the Contractor and/or its personnel 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 one (1) year 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 activity ordered by the CSC shall be based on the existing computation of cost per square area.

8. On-going or Completed Projects

The Contractor shall have at least one (1) completed and two (2) on-going or similar projects with Certificate of Satisfactory Project Completion (tiling works - preferably granite installation) for the last three (3) years.

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 Commission upon written request of the Contractor which shall be submitted as part of the contract document, authorize the Contractor to collect an advance payment in an amount not exceeding fifteen percent (15%) of the Total Contract Price;
2. The Contractor shall repay the advance payment by deducting fifteen percent (15%) from every progress billing until the full amount of the advance payment has been repaid;
3. A payment of thirty percent (30%) of the total contract price will be paid upon satisfactory completion of at least sixty percent (30%) of the total area as determined by OFAM-BGMD.
4. An additional payment of thirty percent (30%) of the total contract price will be paid upon satisfactory completion of at least sixty percent (60%) of the total area as determined by OFAM-B

5. A final payment of forty percent (40%) of the total contract price will be paid ten (10) calendar days after the satisfactory completion of the project as certified by the OFAM-BGMD.

Schedule of Payment:

Payment	Schedule of Payment
15% Advance Payment	Upon receipt of the request for advance payment
30% of Total Contract Price	30% accomplishment
30% of Total Contract Price	60% accomplishment
40% of Total Contract Price	100% accomplishment

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:

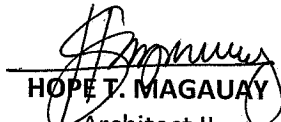
- a. Corrupt, fraudulent, collusive and coercive practices;
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

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).

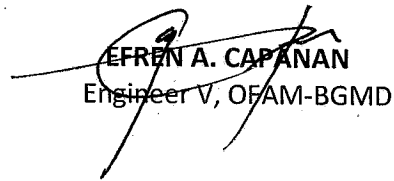
VII. Client's Responsibilities

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

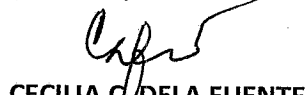
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April 6, 2018

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