



**TERMS OF REFERENCE FOR THE PROCUREMENT AND IMPLEMENTATION
OF THE PROJECT
RENOVATION OF THE OFFICE OF THE UNIVERSITY PRESIDENT**

I. PROJECT DESCRIPTION AND LOCATION

The project ***Renovation of President's Office*** is located at the EVSU Administration/Engineering Building, EVSU Main Campus, Tacloban City, Leyte adjacent to the EVSU Auditorium Building with a total lot area of 276.33 sq.m.

The plans and designs shall be in accordance with the attached University-approved Design Brief and shall have an indicative cost of **Two Million Eight Hundred Ninety Six Thousand Six Hundred Seventy Eight Pesos and Six Centavos (₱ 2,896,678.06)**, including all taxes and applicable government permits, licenses, and clearances.

1. GENERAL OBJECTIVE

To construct a functional, safe, and compliant President's Office at the EVSU Administration/Engineering Building within the Eastern Visayas State University Main Campus in Tacloban City, in accordance with the approved design brief, applicable laws, and standards, within the prescribed project cost and scope.

2. SPECIFIC OBJECTIVES

1. Reconfigure the office layout to facilitate efficient administrative processes, ease of movement, and better spatial coordination between the president and support staff.
2. Upgrade interior finishes, lighting, and design elements to present a professional, modern, and welcoming environment that reflects the stature of the Office of the University President.
3. Install ergonomic furniture, improved lighting, climate control, and acoustical treatments to create a comfortable workspace conducive to productivity and well-being.
4. Upgrade physical features such as entryways, circulation areas, and safety systems (electrical, fire alarms, security) to meet current standards for accessibility, occupational safety, and building compliance.
5. Incorporate energy-efficient lighting, materials, and fixtures that support sustainable practices and reduce operational costs.
6. Integrate design elements, branding, and cultural representations that highlight EVSU's vision, mission, heritage, and commitment to academic excellence.

3. PROJECT COMPONENTS

The proposed renovation of president's office will include the following space requirements to wit:

3.1 Floor Plan with the following important components

- a. Entrance Lobby
- b. Reception Area
- c. Waiting Area
- d. Executive Assistant Office
- e. Technical Staff Office
- f. Staff Lounge
- g. Storage Room
- h. Support Staff Office
- i. Board Secretary Office
- j. Pantry/Dining Area
- k. Comfort Room
- l. Board Room with Pantry
- m. University President's Office



II. GENERAL SCOPE OF WORKS AND PROJECT IMPLEMENTATION

1. DESIGN

The Eastern Visayas State University (EVSU) shall provide the approved architectural plans, including elevations and sections, together with the conceptual site development plan.

2. CONSTRUCTION

2.1 PRE-CONSTRUCTION PHASE

2.1.1 Secure all necessary *permits and clearances* prior to construction. All incidental fees shall be included in the cost estimate of the building.

2.1.2 Preparation of the PERT-CPM of the construction phase must be submitted and approved by Technical Working Group (TWG) prior to construction.

2.1.3 Provide all other necessary documents that shall be required by the Technical Working Group (TWG).

2.2 CONSTRUCTION PHASE

2.2.1 Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval.

2.2.2 Renovate the office and other necessary structures, including the provision of utilities and completion of finishes, to ensure they are fully functional and ready for use.

2.2.3 Layout piping, conduits, manholes, boxes and other lines for utilities including tapping to existing utility lines. Facilitate the connection of all utilities (power, water, sewer, structured cabling, and telephone) with their corresponding utility companies. All application fees shall be included in the project cost.

2.2.4 Preparation of shop-drawings for approval.

2.2.5 Coordinate with the EVSU Project Monitoring Team regarding scheduling of delivery and installation of all owner-furnished materials and equipment during the renovation.

2.2.6 Conduct all necessary tests (to be required by the EVSU Project Monitoring Team) and issue reports of results.

2.2.7 Rectification of punch-listing works to be inspected and issued by EVSU Project Monitoring, Evaluation and Assessment Office (PMEAO)

2.2.8 Provide all other necessary documents that shall be required by PMEAO.

2.3 POST-CONSTRUCTION PHASE

2.3.1 Preparation of Five (5) Sets As-built plans.

2.3.2 Turn-over of all manuals, certificates, and warranties of installed items.

III. METHODOLOGY

This Project is a fixed lump sum cost and changes or variation orders will only be allowed if the changes in the design and construction requirements were not anticipated in the preparation of contract documents prior to contract signing and approval. The following guidelines shall govern the approval for changes or variation orders for work items under R.A. 12009

This Contract includes submission of site investigation reports, preparation of project execution plan, and submission of As-Built Plans.

A. Contract Implementation for the Project



As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply the following provisions :

- 1.) No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 2.) The contractor shall be responsible for obtaining all necessary information as to risks, contingencies which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.
- 3.) The contractor shall submit PERT/CPM within (7) calendar days after issuance of the Notice to Proceed (NTP) for approval by the procuring entity that shall include, among others:
 - a.) The order in which it intends to carry out the work including anticipated timing for each stage of design/ detailed engineering and construction,
 - b.) Periods for review of specific outputs and any other submissions and approvals,
 - c.) Sequence of timing for inspections and tests as specified in the contract documents,
 - d.) General description of the design and construction methods to be adopted,
 - e.) Number and names of personnel to be assigned for each stage of the work,
 - f.) List of equipment required on site for each major stage of the work, and,
 - g.) Description of the quality control system to be utilized for the project.
- 4.) Any errors, omissions, inconsistencies, inadequacies, or failures submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted, and reviewed at the contractor's cost. If the Contractor wishes to modify any design or documents which have been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
- 5.) As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
 - a.) Change Orders resulting from design errors, omissions or non-conformance with the parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
 - b.) Provided that contractor suffers delay and/or incur costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - i. an extension of time for any such delays under Section 10 of Annex "E"; or
 - ii. payment for such costs as specified in the contract documents, provided, the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
- 6.) The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
- 7.) The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".
- 8.) The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates



of acceptance for sections of the works or the whole of the works as provided for in the contract documents.

- 9.) The contractor shall provide all necessary equipment, personnel, instruments, documents, and others to carry out specified tests.
- 10.) All projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.
- 11.) The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR.
 - a. Implement the project taking into consideration the communities and their landscape, and achieve enhanced environmental performance and comprehensive environmental compliance.
 - b. Stimulate the local economy by maximizing local business participation in implementing the project.
 - c. Maximize use of minority or local business enterprises.
 - d. Gender perspective.
 - e. Engage communities and stakeholders to proactively participate in the project from planning stage up to implementation/ construction stage.
 - f. Develop and implement an effective Quality Program.
 - g. Achieve swift commencement and timely completion of the project.
 - h. Provide cost-effective solutions and cost-containment methodologies.
 - i. Increase Work Zone safety with engineering improvements and enhanced awareness through public information.
 - j. Minimize life-cycle cost of the project.
 - k. Any additional project goals will be included in the Special Provisions.

B. Obligations of the Winning Bidder/Contractor

The Contractor shall be responsible for furnishing all labor, material, plant, equipment, services, and support facilities for the following:

1. Construction of structures in the Project components including utility relocations, if any,
2. All Project reference provided by the client shall be field check and verified by the Winning Bidder/Contractor,
3. Project construction management including Health and Safety Measures as stated in Department of Public Works (DPWH) Order No. 39, Series of 2020,
4. Project-related Public Information activities,
5. Coordination with Project stakeholders, other contractors, and utility Client EVSUs, if any,
6. Construction Quality and Workmanship,
7. Maintenance and protection of traffic and access to properties (both temporary and permanent access),
8. Project safety and security, as per DOLE RA 9514,
9. Harmful and hazardous materials remediation (design and construction),
10. Construction waste disposal and handling,
11. Transportation permits for construction materials,
12. Administration of the project during the contract period, and,
13. Implementation and administration required to plan, implement, and maintain a Quality Plan for the Work. The quality plan will detail how the Contractor will establish and operate its quality program management structure, independent from construction, production, and document its procedures pertaining to all aspects of the work listed below. The quality plan will be established and maintained by the Contractor such that it provides an agency-auditable system that assures the Contractor complies with all contract requirements pertaining to the general areas



of the construction work. If new material/technology is to be introduced, the Winning Bidder or Contractor will refund 50% of the cost of the pay item to be replaced regardless of if the cost of the new material/technology is lower or higher compared to the original work item.

IV. DELIVERABLES AND TIMELINE:

The CONTRACTOR shall propose the most reasonable time schedule for the completion of the project. It is expected that this period will not exceed 180 calendar days (Six months) from the date of the issuance of the Notice to Proceed (NTP).

Deliverables	Timeline	
STAGE I: “RENOVATION OF PRESIDENT’S OFFICE”		
1. Work plan, schedule and construction methodology for the implementation of the contract works. i. Periods for review of specific outputs and any other submissions and approvals; iii. General description of the construction methods to be adopted; iv. Number and names of personnel to be assigned for each phase of the work;	Within Seven (7) Calendar Days after issuance of NTP	Within One Hundred Eighty (180) Calendar Days after issuance of NTP
STAGE II: RENOVATION OF PRESIDENT’S OFFICE WHICH CAN BE COVERED BY THE BUDGET		
MOBILIZATION AND SITE PREPARATION	Within Seven (7) Calendar Days after Approval of Final Plans	
CIVIL WORKS	Within One Hundred Eighty (180) Calendar Days after issuance of NTP	
TESTING AND COMMISSIONING, PUNCHLIST AND RECTIFICATION		
PROJECT ACCEPTANCE AND TURN-OVER		

V. DURATION OF THE CONTRACT:

The Project will cover **One Hundred Eighty (180) Calendar Days** or Six (6) months or Forty Two (42) Weeks.

1. The **Stage I** - Work plan and schedule for the implementation of the contract works shall be completed within seven (7) CALENDAR DAYS from the receipt of Notice to Proceed (NTP).
2. The **Stage II** - "**Renovation of President's Office**" which can be covered by the **budget** shall be completed within **One Hundred Eighty (180) Calendar Days** from receipt of Notice to Proceed (NTP).

VI. PERSONNEL QUALIFICATION REQUIREMENTS:

As a minimum requirement, the Designer/ Contractor shall provide licensed and



professional personnel with adequate technical experience in the design, implementation and supervision of contract works:

MINIMUM CONTRACTOR'S TEAM COMPOSITION/MANPOWER NETWORK

CONSTRUCTION TEAM	Number	General Experience	License/ Certification	Relevant Experience
Project Manager	1	10	PRC and UAP/PICE	5
Architect and Engineers (Civil and Electrical)	4	7	PRC and UAP/PICE/IEEE/PSM E/PSSE/IECEP	5-10
Health and Safety Officer	1	5	Relevant Certification	5
Construction Foreman	1	7	Relevant Certification	5

Note: All work experiences for the proposed positions are verifiable by EVSU.

FOR CONSTRUCTION PERSONNEL

The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:

I. PROJECT MANAGER

The Project Manager shall be a licensed architect or engineer with at least five (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record of managerial capability through the directing/managing of major architectural and civil engineering works, including projects of a similar magnitude.

II. PROJECT ENGINEER/ARCHITECT

The Project Engineer/Architect shall be a licensed architect or engineer with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

III. MATERIAL ENGINEER

The Material Engineer must be duly accredited with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

IV. ELECTRICAL ENGINEER

The Electrical Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems.

V. MECHANICAL ENGINEER

The Mechanical Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of elevator system, HVAC, and fire protection system.

VI. SANITARY ENGINEER

The Sanitary Engineer must be duly licensed with at least five (5) years' experience in similar and comparable projects in the installation of the application of rapid construction technologies.



VII. SAFETY ENGINEER

The safety officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and has undergone the prescribed 40 hr. Construction Safety and Health Training (COSH).

The above key personnel listed are required may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff.

VII. ESTIMATED BUDGET FOR THE CONTRACT AND TERMS OF PAYMENT:

A. FEE

For and in consideration of the faithful, satisfactory and full performance of all the works and requirements under this contract, EVSU agrees to pay the Contractor an amount not exceeding the Approved Budget for the Contract of **Two Million Eight Hundred Ninety Six Thousand Six Hundred Seventy Eight Pesos and Six Centavos (₱ 2,896,678.06)** after observance of the required procedures in compliance with the Government Procurement Reform Act (Republic Act No. 12009) and Government Accounting and Auditing Manual.

B. ADVANCE PAYMENT

An advance payment not to exceed fifteen percent (15%) of the Contract Price in Philippine Peso shall be made upon the submission of a written request per stage of work by the Contractor to cover the cost of Mobilization. The advance payment shall be deducted by the EVSU in equal installments against the statements for the progress billings of the Services until the Advance Payment has been fully deducted.

Advance Payment shall be made only upon the submission to and acceptance by EVSU of an Irrevocable Standby Letter of Credit or equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand. issued by a duly licensed surety or insurance company and confirmed by EVSU.

C. TERMS OF PAYMENT

The payment scheme below shall be observed in the processing of payment.

Mode of Payment/Deliverables		Percentage (%)
1	Down payment/ Mobilization Fee	15%
4	Fifty percent (50%) Completion of Works	30%
5	Seventy Five percent (75%) Completion of Works	25%
6	Substantially Completed Works of Ninety-Five percent (95%)	20%
7	Retention Fee	10%

The following documents must be submitted to EVSU before processing of payments to the Contractor:

- a) Progress Billing
- b) Detailed Statement of Work Accomplished (SWA)



- c) Request for Payment by the Contractor
- d) Photographs of Works Accomplished

In consideration of the payment, the Contractor agrees and undertakes to execute and complete the Design and remedy any defects therein in conformity with the provisions of the Contract.

The Contractor shall also undertake to pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered.

VIII. THE CONTRACTOR'S GENERAL RESPONSIBILITY

1. The CONTRACTOR shall certify that he has, at his own expense, inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered under these Terms of Reference.
2. The CONTRACTOR shall ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively.
3. The CONTRACTOR shall provide the University with complete reports such as technical analysis and details regarding the existing conditions and proposed improvements within the site.
4. The CONTRACTOR shall consider the academic calendar and critical dates and occasions within the University, to align his work schedule with critical academic and University activities, to avoid the disruption of such activities due to construction activities such as closure of water and power supply and non-usage of the existing roads.
5. The CONTRACTOR shall inform the University of Critical Times during the renovation, especially in cases where the normal course of activities of the University shall be affected.
6. The CONTRACTOR shall be PCAB accredited and shall have a Construction Safety and Health Program approved by DOLE and designed specifically for the ***Renovation of President's Office***, Main Campus, Tacloban City.
7. The CONTRACTOR will be held accountable for accidents that might occur during the execution of the project. The CONTRACTOR is required to install warning signs and barriers for the safety of the general public and the avoidance of any accidents and provide appropriate and approved type personal protective equipment for their construction personnel.
8. The CONTRACTOR shall be professionally liable for the design and shall submit a signed and sealed copy of the approved construction documents to form part of the Contract Documents.
9. Only the plans approved by the University shall be signed and sealed by the CONTRACTOR, and thereafter shall be the plans used for construction.
10. All works designed and constructed should be guaranteed to seamlessly fit into the overall system of the EVSU Main Campus.
11. The CONTRACTOR shall conduct monthly coordination meeting with the PMO and PMEAO to update the status of the project.

A. PROJECTED SUBMITTALS DURING THE PROJECT

The following submittals and accomplished documents shall be duly completed and turned over by the CONTRACTOR for the project:



1. FOR THE CONSTRUCTION PHASE

- a. All necessary permits and clearances (fees shall be included in the contract)
- b. Shop drawings (hard copy and soft copy)
- c. PERT-CPM for construction purposes
- d. Test Results
- e. Guarantees, warranties, and other certificates
- f. Fire and Life Safety Assessment Report 2 and 3 (FALAR 2 and 3)
- g. Certificate of Occupancy
- h. All other necessary documents to be required by PMO and PMEAO

2. All As-Built Plans and Documents shall be delivered in sets as follows:

- a) One (1) set Original Copies, of the working drawings with the smallest scale of 1:100 meters prepared in CAD format, printed/plotted in Mylar paper;
- b) Five (5) sets of Blueprint copies for each plan
- c) Two (2) sets of soft copies of AutoCAD plans/drawings and PDF and Excel/Word format of Cost Estimates, Specifications, PERT-CPM, Schedule of Timeline, and other related documents in SD Card/Flash Drive Storage device;
- d) Other documents processed and issued in favor of EVSU during the construction period (i.e. Inspection Reports, Record Book, Building/Fire Safety Reports, Clearances, Certificates and related documents)

3. Consolidated Project Records, Operating and Maintenance Manuals and Guides for easy reference.

4. Assist in the preparation and issuance of Certificate of Completion of Works and Turn-Over Ceremonies.

B. Special Instruction/Information to Bidders

All the figures given in the TOR except those that are detailed by Client EVSU as a primary requirement parameter will be used only as reference or guide in preparing preliminary conceptual design and financial proposal. All references of the Project shall be field checked and verified by the Winning Bidder/Contractor.

C. Submission of Bids/Proposals

Bidders/Contractors/Developers shall be required to submit their Proposals under a two-envelope system such as the following:

a) 1st Envelope: Technical Proposal

- 1.) Complete set of Plans, statutory requirements from DOLE RA 9514 & National Building Code of the Philippines PD 1096, and other relevant standards, A2 size of convenient size and scale, in two (2) white/blue print copies, duly signed and sealed by a licensed Architect/Civil Engineer.
- 2.) Vicinity Map drawn on A1 size of convenient size and scale, in two (2) white/blue print copies, duly signed and sealed by a licensed Civil Engineer.
- 3.) Project Execution Plan to include but not limited to:
 - a) Containing the list of relevant Management and Design Team, its Staff, Construction Phase Engineer's, Material Engineer, QA/QC Engineer, Safety Engineer and Officers, Construction Foreman, Number of Skilled and Non-Skilled Workers based on Project Timeline PERT and GANTT Chart;
 - b) Hazard Identification Plan (HAZIP);
 - c) Inspection & Test Plan (ITP) for all verifiable activities that needs to be signed-off by Client EVSU;
 - d) Manpower Loading;



e) Material Delivery Schedule.

- 4.) Ground Profile Levelling based on Client EVSU minimum requirement in A3 size of convenient size and scale, in two (2) white/blueprint copies, duly signed and sealed by a license Civil Engineer.
- 5.) Design Schematic Diagram with narrative duly signed and sealed by licensed civil engineer in two (2) copies.
- 6.) List of Tools and Equipment to be used for the execution of the contract (refer to list of minimum equipment).
- 7.) Contractor/Bidder are enjoined to provide additional information if deemed necessary to clearly illustrate their respective specifications.
- 8.) All plans, technical specifications, and cost estimates submitted by the Bidders should be correlated with one another. Should there be any difference or variation among these documents, the technical specification shall prevail which shall become the basis of bid evaluation.

b) 2nd Envelope: Commercial Proposal

The Financial Proposal shall comprise all the required documents enumerated in the ITB including the following additional documents:

- 1) Prescribed Financial Proposal Submission Form;
- 2) Schedule of Rates for Managerial, Technical, Supervisory, Skilled and Non-Skilled;
- 3) Schedule of Rates for Tools & Equipment;
- 4) Schedule of Rates in the prescribed form for the Scope of Works;
- 5) Detailed estimates/computation in coming up with the unit cost;
- 6) Summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and
- 7) Cash flow by quarter and payment schedule.

D. Eligibility Requirements

To be eligible to participate in the public bidding, prospective Contractor/Developer must pass the following criteria:

- 1.) The Contractor/Developer must have signified its intention to participate in the public bidding pursuant to the provisions of the IRR of R.A. 12009, as amended, as per published invitation to Submit Bids/ Proposals.
- 2.) Basic Qualification: The prospective Contractor/Developer must be registered with the Securities and Exchange Commission (SEC), the Department of trade and Industry (DTI) or the Cooperative Development Authority (CDA) with authority to conduct business whichever is applicable.
- 3.) Financial Capability: The prospective Contractor/ Developer must meet the Financial Contracting Capacity to undertake the project, as determined through the following formula:

Net Financial Contracting Capacity (NFCC). This will establish the value or cost of the project which the Contractor can undertake. The NFCC is computed as follows.

$$NFCC = (\text{Current assets minus current liabilities}) (15) \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started.}$$

- 4.) Experience and Track Record Requirements:

- The prospective Contractor/Developer must have completed a single



contract that is similar to the contract to be bid, and whose value, adjusted to current prices using the National Statistics Office (MSO) consumer price indices, must be at least fifty percent (50%) of the Approved Budget of the Contract (ABC) of the specified project. ***The Contract Similarity shall be defined as similar to the Major Category of Works as indicated in the Scope of Works including its specific item of works herein provided.***

- 5.) PCAB License: The prospective Contractor/Developer must possess a valid PCAB License Category License Category B, Size Range Medium A, and be Registered with classification General Building GB1- (Building or Industrial Plant).
- 6.) For Contractor/Developer who does not possess the required valid PCAB License/Registration and Size Range corresponding to the contract for bidding may enter into a Joint Venture. Agreement (JVA) or *consortium* with a PCAB Licensed Contractor/Developer to secure a Special License prior to the bidding of the project for the purpose of compliance with this requirement.
- 7.) List of Design and Construction Personnel and Equipment as provided under R.A 12009, as amended. The prospective Designer's/Contractor's Key Personnel must have sufficient experience in the relevant aspect of schemes similar or related to the project(s) under bidding and must own, or with lease contract and/or under purchase agreements, sufficient major construction equipment necessary to undertake the Project.
- 8.) Background and Performance Check: The BAC must ensure that a thorough background investigation have been conducted on the prospective Designer/Contractor to gain as much information possible pertinent to the identity of the prospective Designer/Contractor, its completed and ongoing projects, financial capability, track record for the past five years, as well as its reputation.
- 9.) Designer/Contractors who meet all the above-cited criteria shall be considered as eligible Bidders to participate in the procurement of specific project(s) pursuant to the provisions of the IRR of R.A. 12009, as amended.

E. Documents to be provided to the Bidders

The CLIENT EVSU shall provide the following documents to facilitate the Bidders/ Contractors/ Designer in the preparation of their bid proposals:

- 1.) All technical data, drawing plans, specifications and documents related to the project.
- 2.) To keep the unity and integrity of the project and facilitate the review of bid proposals, the following plans as provided by the CLIENT EVSU, subject to revisions if found necessary, shall be complied with:
 - a) General Lay-out/ Conceptual Plan such as but not limited to the road plans, facility arrangement plans and lighting plans.
 - b) Structural building plans and details (unless part of the design requirement)
- 3.) Bidders are also encouraged to use new construction materials and/or methods/ technology.
- 4.) The checklist of documents to be provided by the Client EVSU to bidders is hereto attached.
 - a) Lot Plan/ Vicinity Map/ Site Development Plan for compliance.
 - b) Conceptual/Structural Building Plans for Compliance (unless part of the design requirement)



- c) Minimum Technical Specifications in Comparative Form/ Presentation vis-à-vis the Bidders Proposal (unless part of the design requirement)
- d) Construction Schedule (S-Curve and Bar Chart) (unless part of the design requirement)

a. Evaluation of Bids

i. First-Step Procedure

The First Step Evaluation shall involve the review of the Technical Proposal and track record submitted by the Bidder/Contractor/Designer as indicated in this TOR and the Bidding Documents using the non-discretionary “pass/fail” criteria that involve compliance with the following requirements:

- 1.) Compliance to the documentary requirements for submission by the Bidders as enumerated in the Annexes “B” and “B1” (Technical Proposal).
- 2.) Adherence of preliminary design/plans to the required performance specifications and parameters of CLIENT EVSU to be shown in the comparative matrix; duly signed and sealed by the respective Registered License Professionals and the President/CEO of the company, for plans prepared, signed, and sealed by the bidder.
- 3.) Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff.

ii. Second-Step Procedure

Only those Bids that passed the above criteria shall be subjected to the Second Step Evaluation

Using MEARB as award criteria, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Responsive Bid (MEAB) using the following steps:

- 1. The quality proposal together with the price proposal shall be considered in the evaluation of bids.

The quality component shall be assessed on the basis of criteria with corresponding numerical weights indicated in the Bidding Documents, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:

- a.) Quality and technical merit, including technical competence and a credible track record;
- b.) Aesthetic and functional design and characteristics;
- c.) Approach and methodology; 122
- d.) Accessibility;
- e.) Tools and equipment;
- f.) Social, environmental, economic, and innovative characteristics;
- g.) Organization, qualification, and experience of employees or staff assigned to perform the contract;
- h.) Ongoing contracts and work commitments;
- i.) After-sales service and technical assistance;
- j.) Delivery conditions, such as delivery period and delivery process;
- k.) Disposal measures; or
- l.) Other relevant criteria in relation to the subject Infrastructure Projects to be procured.



2. The price proposals of the bids who meet the minimum quality score shall then be opened.

The criteria and rating system are as follows:

Rating Factor (Hurdle Rate: 70%)	Weight
A. Applicable experience of the Firm a) Completed consulting services of size, complexity and technical specialty similar to job under consideration, including quality of performance b) Other completed consulting services relevant to the job under consideration	60
B. Qualification of Personnel who may be assigned as Impact Evaluation Team Members ✓ Related Experience ✓ Education ✓ Training Acquired	30
C. Financial/Job Capacity	10
TOTAL	100

The selection process will be conducted through open competitive procurement/bidding procedures using non-discretionary “pass/fail” criterion as specified in the Revised IRR of RA 12009. This procurement activity is open to all interested Contractor. Local Consultants may associate with foreign consultants subject to the conditions for eligibility provided in said Revised IRR. Further, Local Consultants may engage foreign experts provided that the man-months thereof shall not exceed 40% of the total man-months requirement of the undertaking.

IX. THE IMPLEMENTING AGENCY’S GENERAL RESPONSIBILITY

The construction of the project will be implemented by the EVSU Project Management Office (PMO) and Project Monitoring, Evaluation and Assessment Office (PMEAO), with the final approval for all decisions and actions from the Office of the President through the Director of the Institutional Planning and Development Office (IPDO). The implementing agency shall:

1. Prepare the design brief for the project in accordance with university policies, existing codes and standards, the traditions of the Eastern Visayas State University (EVSU) and the conditions and design criteria enumerated in the Terms of Reference.
2. Coordinate with CONTRACTOR, and the Infrastructure Development Office (IDO) and Project Management Office (PMO) with regards to the design implementation of the project.
3. Assist in the coordination of the CONTRACTOR with various utility agencies during the detailed design and implementation phases of the project.
4. Conducts regular coordination meetings between the CONTRACTOR and the end-user to facilitate the implementation of the project.

X. CODES AND STANDARDS

The project shall be engineered, installed, tested, commissioned, and handed over in



conformity with the general policies of the Eastern Visayas State University and with the latest editions of the National Building Code of the Philippines, the National Structural Code of the Philippines, the Philippine Electrical Code, Philippine Mechanical Code, the National Plumbing Code of the Philippines, National Fire Code of the Philippines and other relevant codes and standards.

XI. INSTALLATION AND WORKMANSHIP

1. Personnel of the CONTRACTOR should be specialists highly skilled in their respective trades, performing all labor according to first-class standards. A full time Project Engineer/Architect and Construction Safety Engineer shall be assigned by the CONTRACTOR at the job site during the construction of the project.
2. All work to be subcontracted shall be declared by the CONTRACTOR and shall be approved by the University and its respective technical offices. Tapping for utilities such as power supply, water supply and sewage drainage shall be coordinated with their respective utilities/service provider/companies, and all works involved, including access to utilities tapping point, excavation, removal of obstructions, concrete breaking, backfilling, and restoration of affected areas, shall be coordinated and included in the scope of work and cost of the project.
3. Any errors, omissions, inconsistencies, inadequacies, or failure submitted by the CONTRACTOR that do not comply with the requirements shall be rectified, resubmitted, and reviewed at the CONTRACTOR'S cost. If the CONTRACTOR wishes to modify any design or document which has been previously submitted, reviewed, and approved, the CONTRACTOR shall notify the procuring entity within a reasonable period and shall shoulder the cost of such changes.

XII. MATERIALS

1. All materials and equipment shall be standard products of manufacturers engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.
2. The materials and workmanship supplied shall be of the best grade and constructed and/or installed in a practical and first-class manner. It will be completed in operation, nothing being omitted in the way of labor and materials required it and will be delivered and turned over in good condition, complete and perfect in every respect.
4. All materials shall be in conformance with the latest standards and with inspection and approval from the Project Management Office(PMO) and Project Monitoring, Evaluation, and Assessment Office (PMEAO).

XIII. TERMS AND CONDITIONS OF THE CONTRACT:

A. Roles and Responsibilities

1. *Responsibilities of Contractor/Developer*
 - a. Secure all necessary permits and licenses including but not limited to:



1. Building Permit
 2. Locational Clearance
 3. Occupancy Permit
 4. Etc.
- b.) Provide warranty for the complete, satisfactory and faithful performance of all works in accordance with the approved design and specifications. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract as provided for in the Bid Data Sheet.
 - c.) Secure, for the account of the project, a Contractors All Risk and Fire Insurance equal to 100% of the project cost and maintain such insurance policy until the project has been completed and accepted by the Client EVSU.
 - d.) Coordinate and consult all matters with Client EVSU pertaining to the actual implementation of the Project through monthly submission of reports, requests and recommendations.
 - e.) Handle, coordinate, and secure all necessary permits, licenses and clearances for the Project from concerned government agencies outside Client EVSU.
 - f.) Assume any and all claims for the damages and/ or liabilities arising out of defects or imperfections in the construction or in the quality of works performed in the project.
 - g.) Shoulder all expenses related to the processing and final approval of the land development with the appropriate government agencies, which includes but not limited to payment of all fees, permits, ECC and licenses that may be required in the implementation of the Project, as well as ROW permits with DENR/ CENRO, and Cutting/ Breaking/ & Restoration Permits with DPWH.
 - h.) Facilitate the provision of water and power connection, including the payment of necessary fees.

2. Responsibilities of Client (EVSU)

- a.) Review and approve delivery schedule.
- b.) Secure and shoulder the cost and expenses in acquiring the land for the expansion facilities, as well any privately- owned property where ROW is required.
- c.) Ensure compliance with requirements such as warranty for the complete, satisfactory and faithful performance of all works in accordance with the approved design and specifications.

B. Advance Payment

The winning bidder shall be provided the 15% advance payment based on the total contract cost as indicated in the Special Conditions of the Contract. However, the Advance payment may only be released after the approval of Client EVSU of the final designs of the project, submission of which by the winning bidder should be within the prescribed 30 calendar-day period stated in the Notice of Award.

C. Progress Payment

1. The Contractor may submit a Statement of Work Accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished certified/signed by authorized signatories. The SWA should show the amounts that the Contractor considers itself to be entitled to up to the end of the month.
2. The materials and equipment delivered on the site but not completely put in place shall be excluded from payment.
3. The Client EVSU shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:
4. Cumulative value of the work previously certified and paid for.
5. Portion of the advance payment to be recouped for the month.
6. Retention money in accordance with the condition of contract.
7. Amount to cover third party liabilities.
8. Amount to cover uncorrected discovered defects in the works.



D. Retention Money

1. Progress payments are subject to retention of ten percent (10%) referred to as the "Retention Money". Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the Client EVSU, are completed.
2. If, after fifty percent of the works have been completed and the work is satisfactorily done on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed. A certificate shall be issued by the Implementing Unit attesting to the satisfactory completion and on schedule of the works.
3. The total Retention Money shall be due for release upon final acceptance of the Works.
4. The contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amount equivalent to the retention money substituted for and acceptable to Client EVSU, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made.
5. The irrevocable standby letters of credit, bank guarantee and/or surety bonds, to be posted in favor of the Client (EVSU) shall be valid until Final Acceptance of the Project and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.

E. Contract Completion

Once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount, the Client EVSU shall create an Inspectorate Team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining works, work deficiencies for necessary corrections, and the specific duration/ time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the Client EVSU's claim for liquidated damages.

F. Liquidated Damages

1. Where the Designer/ Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Designer/ Contractor shall pay the Client EVSU for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every month of delay.
2. Such amount shall be deducted from any money due or which may become due to Designer/ Contractor under the contract and/or collect such liquidated damages from the retention money or other securities posted by the Designer/ Contractor, whichever is convenient to the Client EVSU.
3. In case that the delay in the completion of the work exceeds a time duration equivalent to thirty percent (30%) of the specified contract time plus any time extension duly granted to the Designer/ Contractor, the Client EVSU may rescind the contract, forfeit the Designer's/ Contractor's performance security and takeover the prosecution of the project or award the same to a qualified Designer/ Contractor through negotiated contract.
4. The total sum of liquidated damages shall not exceed one percent (1%) of the total contract price, in which event the contract shall automatically be taken over by the Client EVSU or award the same to a qualified Designer/ Contractor through negotiation and the erring Designer's/ Contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the Designer/ Contractor shall pay the Client EVSU and



impose other appropriate sanctions.

G. Suspension of Work

1. The Client EVSU shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the Designer/ Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry Out valid orders given by the Client EVSU or to perform any provisions of the contract, or due to adjustment of plans to suit existing field conditions as found necessary during construction. The Designer/ Contractor shall immediately comply with such order to suspend the work wholly or partly.
2. The Designer/Contractor or its duly authorized representative shall have the right to suspend work operation on any or all activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Designer/ Contractor to the Concerned Operating Unit or equivalent official, as the case may be, due to the following:
 - a) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - b) Delay in the payment of Designer's/ Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's/ Developers claim has been certified to by the Client EVSU's concerned operation unit that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Designer/ Contractor.

H. Extension of Contract Time

The conditions of extension of contract time as stipulated in Annex "E" of the IRR of R.A. 12009, as amended, shall apply to this contract.

I. Termination of Contract

The conditions of termination of contract as stipulated in Annex "I" of the IRR of R.A. 12009, as amended, shall apply to this contract.

I. Warranty

In accordance with pertinent provisions of the IRR of R.A. 12009, as amended, the warranty against structural defects and failures shall be fifteen (15) years from final acceptance of the project, except those occasioned by force majeure.

J. As-Built Plans

The contractor shall cause the preparation and submission of "as-built" plans duly signed and sealed by a professional architect/ civil/ electrical/ mechanical/ auxiliary/ sanitary engineer in the same sheet size and scale as the original drawings.

XIV. PROVISIONS FOR STORAGE AND MATERIAL HANDLING:

1. The Designer/Contractor shall store his materials, equipment and tools in one place of the site. The area shall be coordinated with EVSU. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident or damage shall be repaired and/or restored to its original condition.
2. Provisions for securing and safekeeping of stored materials, tools and equipment during the construction project shall be for the account of the Designer-Builder.

I. Housekeeping, Waste Management, and Non-Compliance Penalties

The Contractor shall maintain proper housekeeping at the project site at all times,



from commencement of the Works until final completion and project pack-up. The Contractor shall keep the site clean, orderly, and free from unnecessary obstructions, debris, and waste materials arising from the execution of the Works.

All residual waste materials generated from the building and construction activities, including but not limited to scrap materials, packaging, surplus soil, and demolition debris, shall be collected, handled, transported, and disposed of by the Contractor at the appropriate city-designated and authorized waste landfill or disposal facility, in full compliance with all applicable local laws, regulations, and environmental requirements.

No waste materials shall be stockpiled, buried, burned, or disposed of on or adjacent to the project site without prior written approval from the Employer or Engineer. The Contractor shall bear all costs associated with housekeeping, waste handling, and disposal, and shall provide proof of proper disposal when requested.

In the event of non-compliance, the Employer or Engineer may issue a written notice requiring the Contractor to rectify the deficiency within a specified period. Should the Contractor fail to comply within the given time:

- a. The Employer may carry out the necessary housekeeping and waste removal works through third parties, and all associated costs shall be deducted from the Contractor's interim payments, retention money, or performance security; and/or
- b. A penalty or liquidated damage in the amount stipulated in the Contract may be imposed for each day of continued non-compliance; and/or
- c. Repeated or serious violations may constitute grounds for suspension of work, withholding of payments, or termination of the Contract, in accordance with the Contract conditions.

The Contractor shall remain fully liable for any fines, penalties, or claims imposed by regulatory authorities arising from improper waste management or housekeeping practices.

XV. CLEARING OF THE SITE:

The Designer/Builder shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish caused by their work to the satisfaction of EVSU at no extra cost.

XVI. CONSTRUCTION SAFETY:

The Designer/Contractor shall refer to the Department of Public Works and Highways (DPWH) Department Orders and DOLE Guidelines for the construction safety on site and should be included in the submission of the Project Execution Plan.

XVII. CONFIDENTIALITY:

All relevant data such as maps, reports, plans, diagrams, designs, statistics, specifications, and other supporting records or materials prepared in the course of the design-and-build shall be the property of EVSU and shall not be used by the Designer/Contractor without the prior written approval. Print and electronic copies of such documents shall be turned-over to EVSU.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of EVSU.

XVIII. ASSIGNMENT AND SUBCONTRACTING:

Except with prior written approval of the Procuring Entity, the Designer/Contractor shall not assign nor sub-contract any part of the design-build scheme.

XIX. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of EVSU and Contractor is that of an independent contractor.



XX. IDENTIFICATION:

The Designer/Contractor shall hold EVSU free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of design-and-build scheme

In addition, the Contractor Designer agrees to protect and defend, at its own expense, EVSU against claims and liabilities arising from acts or omissions committed by the Contractor or its staff in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify EVSU for any damages or liabilities that EVSU may be compelled to assume arising from said acts or omissions.

XXI. CHANGES:

EVSU may at any time, by written notice to Designer/Contractor, issue additional instructions, changes, or alterations to the work with no additional cost unless it is mutually agreed upon and in conformance with R.A. 12009 and its IRR.

XXII. WARRANTIES OF THE DESIGNER/CONTRACTOR:

- 1) The Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference.
- 2) The Contractor warrants, represents and undertakes reliability of the service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of EVSU. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working within the compound. It shall not obtain the services of any personnel of EVSU to work in any category.
- 3) The Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services.
- 4) The Contractor, in the performance of its services, shall secure and 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;
- 5) The Contractor, shall coordinate with authorized and/or designated personnel of EVSU in the performance of their services;
- 6) The Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and EVSU shall be specifically released from any responsibility arising therein;
- 7) The Contractor shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to EVSU;
- 8) The Contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest in the design-build contract; and
- 9) The Contractor who drew up the plans and specifications for a building shall be held liable for damages within fifteen (15) years for the design of the fit-out works they designed from the completion of the structure; the same should collapse by reason of a defect in those plans and specifications, or due to the defects in the ground.

XXIII. PROJECT ACCEPTANCE AND TURNOVER:

- 1) EVSU shall coordinate with concerned entities to ensure that the Contractor and its completed work is:
 - a. In accordance with the Construction Contract documents (plans and specifications) approved by EVSU.
 - b. Able to perform as expected and that the building was properly constructed to allow successful testing, commissioning, and certification.
- 2) Should EVSU and concerned entities notice minor defects after completing the punch



list, new items may be added to the list which the Contractor shall correct prior to final acceptance without cost to EVSU.

- 3) EVSU shall release the retention money upon Final Acceptance of the project.

The Warranty Security shall be returned after the completion of the project “**Renovation of President's Office**” at EVSU Main Campus one (1) year after the issuance of the Certificate of Final Acceptance.

XXIV. CONFLICT OF INTEREST:

The Contractor shall provide professional, objective, and impartial advice and at all times hold EVSU's interest paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. The Designer/Builder/Contractor shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of EVSU.

Should a conflict-of-interest situation arise during the implementation of this Design-Build scheme, not attributable to any act of the Contractor, the Contractor must disclose the nature and extent of the conflict within ten (10) days from notice.

Prepared by:

A handwritten signature in black ink, appearing to read 'Marites M. Bardezas'.

MARITES M. BARDELAS, RCE
Head, Project Management Office

Recommending Approval:

A handwritten signature in black ink, appearing to read 'Roque A. Costiniano'.

ROQUE A. COSTINIANO, MBA
Director, Institutional Planning and Development Office

Approved

A handwritten signature in black ink, appearing to read 'Dennis C. De Paz'.

DENNIS C. DE PAZ, PhD
University President