



TERMS OF REFERENCE

Project Title	Provision of Canopy at the Taxpayer's Waiting Area
Project Location/Areas Covered	BIR RDO No. 88 Tacloban City Office Building, Brgy. Abucay, Tacloban City
Project Proponent	Rizalina A. Estrada, OIC-Revenue District Officer, RDO No. 88-Tacloban City
Approved Budget for the Contract (ABC)	Php 511,545.45
Source of Fund/Initiatives	GoP (GAA for CY 2024)
Sector/Area of Concern	General Engineering/General Building
Checklist	Qualifications and Scope of Works

I. BACKGROUND

At the start of operation of RDO No. 88-Tacloban City at its new office at Brgy. Abucay, Tacloban City sometime on October 2023, the management has observed that the current waiting area inside the building could not accommodate the daily influx of taxpayers. Long que outside the building is inevitable exposing our valued taxpayers to the elements which oftentimes has become the subject of public clamors in the mainstream and social media. The management tried to resolve the issue by installing temporary tents for the purpose but was later on found unsafe during heavy rains and strong winds.

As one of the permanent solutions to the problem, the management proposed for the provision of canopy to serve as additional taxpayer's waiting area. This would be made of metal roofing with steel trusses, steel and reinforced concrete columns and partly enclosed in CHB masonry wall.

Owing to such fact, the Bureau of Internal Revenue (BIR), Revenue Region No. 14 – Eastern Visayas has reached a consensus to engage the services of a duly licensed contractor who conforms to the qualifications and requisite skills set forth in this Terms of Reference.

II. OBJECTIVE

- 2.1 To lay the groundwork for the provision of canopy to serve as additional Taxpayer's Waiting Area of BIR-RDO No. 88 Tacloban City Office Building.
- 2.2 To provide an effective, efficient and quality service to the tax paying public in a conducive ISO 9001:2015 Accredited office environment.

III. DURATION OF THE CONTRACT

The CONTRACTOR shall complete all deliverables under this Contract within **forty-five (45) calendar days** from receipt of the Notice to Proceed (NTP).

IV. GENERAL CONDITIONS OF THE CONTRACT IMPLEMENTATION SCHEME

- 4.1 The Head of Procuring Entity (HOPE) thru the Project Proponent/End-User shall procure a duly licensed contractor in accordance with the hereunder criteria:

QUALIFICATION REQUIREMENTS	DOCUMENTARY REQUIREMENTS
4.1.1 A duly licensed contractor in general engineering and/or general building.	a. A valid Contractor's License issued by the Philippine Contractors Accreditation Board (PCAB) in the classification and categorization required in this project.
4.1.2 Must have at least two (2) years' experience in multi-storey office building construction, repair, rehabilitation and/or rectification.	a. List of at least two (2) completed projects involving the construction, repair, rehabilitation and/or rectification of multi-storey office buildings and other similar infrastructure which involves the construction/fabrication of steel and reinforced concrete building improvements for private companies and/or government agencies with names of reference persons and their contact numbers.

- 4.3 The CONTRACTOR shall be responsible in the procurement and supply of labor, materials, tools and equipment necessary for the successful completion of the provision of canopy to serve as additional Taxpayer's Waiting Area of BIR-RDO No. 88 Tacloban City

Office including the clearing of all unwanted debris and proper disposal thereof. All works therein shall be done in conformance to the requirements of the Building Code as well as all rules, regulations and ordinances of the Government.

All permits, legal documents, supplemental plans and corresponding fees as may be required and assessed by the local government unit/regulating agencies relative to the repair/rehabilitation activities shall be prepared and for the account of the CONTRACTOR.

- 4.4 The HOPE thru the Regional Inspection Committee (RIC) shall conduct inspection of CONTRACTOR's compliance with its deliverables embodied in this TOR, the Plans & Designs, and other documents covering this Project in accordance with the guidelines set forth under Revenue Memorandum Order No. 25-2018 and other laws, rules appertaining thereto.
- 4.5 The CONTRACTOR shall submit a weekly report to the End-User on the status of the project due every Monday of the following week.
- 4.6 The CONTRACTOR or its duly authorized representative should make themselves available to attend the Coordination Meeting when requested by the Head of the Procuring Entity and/or the Project end-user.
- 4.7 The CONTRACTOR shall coordinate with the Consultant/Designer (if any), the BIR In-House Engineers and the Project end-user for construction monitoring and other related issues.
- 4.8 Electric and Water Consumption for the duration of this contract shall be for the account of the CONTRACTOR.

V. SCOPE OF WORK

5.1 PRE CONSTRUCTION DOCUMENTATION

The CONTRACTOR shall:

- 5.1.1 Submit a work plan (PERT-CPM or Gantt Chart) subject to the approval of the Head of the Procuring Entity in coordination with BIR In-House Engineers within five (5) working days from receipt of Notice to Proceed.
- 5.1.2 Designate one (1) Project Engineer who will schedule, oversee and monitor the day to day activities including the coordination and resolution of all on-site concern/s.

5.2 CONSTRUCTION PHASE

- 5.2.1** The CONTRACTOR shall undertake the construction of canopy which will serve as additional Taxpayer's Waiting Area of BIR-RDO No. 88 Tacloban City Office Building, its required infrastructures, and appurtenances in accordance with the approved Bill of Quantities, Terms of Reference, Contract Agreement and other Bid Documents.

5.3 POST CONSTRUCTION DOCUMENTATION

The CONTRACTOR shall:

- 5.3.1** Upon turn-over of the project, the CONTRACTOR shall submit the Certificate of Warranty against defects and workmanship for one (1) calendar year from the date the BIR accepted the project as stated in the Certificate of Completion and Acceptance.
- 5.3.2** The CONTRACTOR shall turn-over to the Project end-user or its authorized representative all equipment operations manuals and keys, if any.

VI. BILL OF QUANTITIES

- 6.1** The Plans, Detailed Drawings, Specifications, Detailed Bill of Quantities, Terms of Reference, Contract Agreement and other Bid Documents shall be considered as complementing each other, so that what is mentioned or shown in one, although not mentioned in the other, shall be considered as appearing in both.

In case of conflict between the two, the same should be referred to the Designer/Engineer for resolution with the approval of the End-User and the Head of Procuring Entity (HOPE).

- 6.2** The construction shall be finished with first class workmanship to the satisfaction of the End-User and Head of Procuring Entity (HOPE);
- 6.3** The items, description and quantities given on the first three columns of the Bill of Quantities/Bid Form, guides only the bidder in interpreting the plans and technical specifications. The owner is not responsible for any mistakes, inaccuracies, duplications or omissions in these Lists of Bill of Quantities/Bid Form which shall never be a basis for additions nor deletions to the scope of work. Only the entries of the Bidder on the last three (3) columns consisting of his own take off quantities from the plans and technical specifications and his unit cost and corresponding sums shall be considered.
- 6.4** The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM), profit, value-added tax (VAT) and other obligations of any

kind under which the contract must be borne by the Bidder since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents. The bid prices must likewise be based on actual site condition availing at the time of the effectivity of this Contract.

6.5 The Grand Total Cost shall include the procurement, supply, delivery, installation of materials, labor, provision of construction equipment and construction supervisor including testing and commissioning of equipment (if any) by the CONTRACTOR.

6.6 Samples of the material and/or product must be submitted to the Designer/Engineer and approved by the End-User prior to installation.

6.7 The Bid is "Provision of Canopy at the Taxpayer's Waiting Area".

Item	Description	Qty	Unit	Unit Price	Total Price
1.0	General Requirements				
1.1	Project Billboard/Signboard	1	pc/s		
1.2	Occupational Safety and Health Program	1	lump sum		
1.3	General Scaffolding and Shoring	1	lump sum		
2.0	Concrete and Masonry Works	56.75	Sq.m.		
	<i>Note: This item shall include the demolition/removal some portions of the existing steel perimeter fence and its replacement with a CHB masonry to serve as backwall and the construction of an additional CHB masonry sidewall at the left and right sides of the canopy.</i>				
3.0	Steel and Roofing Works	1	lot		
	<i>Note: This item shall include the fabrication of steel roof truss and roof framing, installation of roof insulation and metal roofing and painting of all exposed metal surfaces.</i>				
GRAND TOTAL COST					

VII. SERVICE LEVEL AGREEMENT

7.1 The BIR shall maintain a Service Level Agreement (SLA) with the CONTRACTOR with provisions for liquidated damages for their non-compliance.

COMPONENTS	DESCRIPTION	LIQUIDATED DAMAGES
7.1.1 Project Work Plan	The CONTRACTOR shall submit a work plan (PERT-CPM or Gantt Chart) within five (5) working days from receipt of Notice to Proceed.	One tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.
7.1.2 Completion and Acceptance of the Project in its entirety	Finish the project within forty-five (45) calendar days reckoned from receipt of the Notice to Proceed (NTP) whether personal or constructive receipt.	One tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.
7.1.3 Submission of Post-Construction Document	a. Certificate of Warranty against defects and workmanship for one (1) calendar year from the date the BIR accepted the project as stated in the Certificate of Completion and Acceptance. b. Certificate of Turn-over to the Project end-user or its authorized representative of all equipment operations manuals and keys, if any.	One tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.

7.2 Any damage arising from the fault, negligence or omission by the CONTRACTOR shall be corrected, rectified, or repaired by him/her at his/her own cost, to the satisfaction of the End-User and the Head of Procuring Entity within forty-eight (48) hours from the time the actual damage was incurred and/or receipt of Notice. Otherwise, any repair work performed by the Procuring Entity to correct such damage shall be charged to the account of the CONTRACTOR.

7.3 The BIR shall have the right to blacklist the CONTRACTOR for non-compliance hereof.

VIII. WARRANTIES OF THE CONTRACTOR

8.1 The CONTRACTOR warrants that it shall conform strictly with the terms and conditions of these Terms of Reference (TOR).

8.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that its personnel complement are hardworking, qualified, reliable and dedicated to do the

service required to the satisfaction of the BIR. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the Office premises. It shall not employ any personnel to work in any other capacity except the work required under this TOR.

- 8.3** The CONTRACTOR warrants that the submitted Bill of Materials is based on his own estimates. In case of under-estimation, the CONTRACTOR shall provide all materials necessary to complete the project without any additional cost to the BIR.
- 8.4** The CONTRACTOR as the employer of the personnel complement, assumes full responsibility for compliance with all existing labor, social security and PHIC laws, rules and regulations, specifically of the Department of Labor and Employment, and other laws, rules and regulations applicable to each personnel employed on account of the contracted services.
- 8.5** The CONTRACTOR shall likewise pay its personnel not less than the minimum wage and other benefits mandated by law. The Procuring Entity may require the CONTRACTOR to show or produce papers showing compliance therewith.
- 8.6** The CONTRACTOR in the performance of its services, shall secure and maintain at its own expense all registration, licenses and permits required by National or Local Laws and shall comply with rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR shall likewise pay all fees or charges payable to any other duly constituted authority relating to the use or operation of the installation.
- 8.7** The CONTRACTOR's personnel shall take all the 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.
- 8.8** The CONTRACTOR shall coordinate with the End-User, BIR In-House Engineers, the Building Consultant and/or any authorized representative in the performance of its services.
- 8.9** The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault, negligence or omission of its personnel and representative. It shall assume full responsibility thereof and the BIR shall be specifically released from any and all liabilities arising therefrom.
- 8.9** The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest embodied in this TOR.
- 8.10** The CONTRACTOR warrants that it carries on an independent business and has substantial capital or investment as well as qualified technical personnel and reliable work force which are

necessary for the conduct of its business and the performance of its work.

- 8.11** The CONTRACTOR shall assume full responsibility for the proper performance of the duties of its employees. The BIR shall be specifically released from any and/or all liabilities to its internal and external stakeholders and third parties arising from any negligent act or omission committed by the employees of CONTRACTOR.
- 8.12** It is understood and agreed that the employees of the CONTRACTOR are not the employees of the BIR. Hence, the BIR shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the CONTRACTOR during the performance of their duties. The CONTRACTOR shall at all times stand solely responsible and liable for such death, injuries or damages arising therefrom.

IX. DATA PRIVACY WARRANTY

- 9.1** To ensure the confidentiality of all information that will come to the knowledge of the CONTRACTOR, it shall recognize the confidential and proprietary nature of all information be it in electronic/digital form or otherwise relating to the operations of the BIR. For this reason, the CONTRACTOR warrants to preserve and keep the utmost confidentiality and secrecy of all data and information learned by it or by its employee(s) in the course of this agreement.
- 9.2** The CONTRACTOR further warrants that security personnel assigned or deployed to do and perform security services for the BIR are properly oriented, appraised and well-informed of this warranty and shall so uphold the confidentiality thereof.
- 9.3** The CONTRACTOR and its employees shall be liable to penalties imposed under Republic Act No. 10173, otherwise known as the "*Data Privacy Act of 2012*" if the violation involves information of an individual, otherwise liability for unlawful divulgence shall be that imposed under the Revised Penal Code of the Philippines, as amended.

X. TERMS OF PAYMENT

10.1 Advance Payment

The CONTRACTOR is not entitled to claim for an advance payment.

10.2 Progress Payment

10.2.1. The CONTRACTOR is not entitled to progress billing for this project. As such payment shall only be made upon 100% completion of the project as inspected by the Regional Inspection Committee.

10.2.4 All payments made to the CONTRACTOR shall be subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five percent (5%) and the retention money of ten percent (10%) shall be retained from every Progress Billing.

10.3 Retention Money

The retention money shall be released upon issuance of a duly notarized Affidavit of Quit Claim executed by the CONTRACTOR and then Certification of No Pending Issues issued by the End-User/ Project Proponent after the lapse of the warranty period.

10.4 Payment/s shall be made within a reasonable time from submission of Final Acceptance Certificate issued by the Project End-User, Regional Inspection and Acceptance Committee and approved by the Regional Director and all other required documents based on existing issuances.

XI. PRE-TERMINATION OF THE CONTRACT

11.1 The Contract for Provision of Canopy at the Taxpayer's Waiting Area of BIR RDO No. 88 Tacloban City may be pre-terminated by the BIR for any violation of the terms of the **Contract**. In case of pre-termination, the CONTRACTOR shall be informed by the BIR thirty (30) days prior to such pre-termination.

11.2 In case of pre-termination, the CONTRACTOR shall be liable for liquidated damages equivalent to one-tenth (1/10th) of one percent (1%) of the contract price of the undelivered services as provided for under RA 9184 and its Implementing Rules and Regulations and forfeiture of the Performance Security.

11.3 The BIR shall have the right to blacklist the CONTRACTOR in case of pre-termination and to forfeit the Performance Security.

Prepared by:

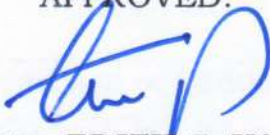

RIZALINA A. ESTRADA

OIC-Revenue District Officer, RDO No. 88 – Tacloban City
End-User

Recommending Approval:


JOSEPHINE B. CATAMCO
OIC-Assistant Regional Director

APPROVED:


Atty. EDITH C. YAP
OIC-Regional Director
Head of Procuring Entity (HOPE)

CONFORME OF BIDDER:

Winning Bidder/Contractor