

BLCI-BAC-2026-001
Section 3 – Terms of Reference

Section I : RATIONALE

Bohol Light Company, Inc. (“The Owner”) shall engage the Local Contractor (“The Contractor”) to design, engineer, supply, install, and construct under its own control and method, and shall be responsible for the execution of the specific activities under the contracted agreement in accordance with the specified specifications and standards. The Owner shall intervene only in the desired and agreed results of the specific activities under the contracted agreement.

Section II : LOCATION AND SERVICES

The Contractor shall design, engineer, supply, install and construct under its own control and method all necessary Works for the **COMPLETE DESIGN AND CONSTRUCTION OF WAREHOUSE, TECHNICAL OFFICES AND MATERIAL RECOVERY FACILITY** at A. Manlangit St., San Isidro District, Tagbilaran City, Bohol, as defined in Section III below:

Section III.a : SCOPE OF WORKS

The works called for under this Project cover, design, supply of materials, construction and/or installation, and testing/quality assurance in accordance with the attached drawings of references, material, and technical specifications. The Project shall be completed within **THREE HUNDRED SIXTY-FIVE (365 calendar days)**, inclusive of forty-five (45) days of unfavorable and unworkable weather and reckoned from the date indicated in the Notice to Proceed (NTP). The contractor is required to submit a detailed schedule corresponding to the **THREE HUNDRED SIXTY-FIVE (365) calendar days** completion period.

Section III.b : SCOPE OF SERVICES

The selected Contractor shall provide the following services.

1. General Works

The Contractor shall submit and implement its own Health, Safety, Security, and Environment (HSSE) Program. A safety officer shall always be deployed at the site.

The Contractor shall excavate, haul, and dispose of all unsuitable materials to the location designated by the Owner.

The Contractor shall transfer and haul existing equipment/materials stored in the area affected by its works.

All permits shall be secured by the Contractor. The Owner shall provide pertinent documents as needed.

2. Site Grading, Backfilling, Gravel Overlay and Leveling

The Contractor shall furnish all labor, supervision, materials, equipment, tools, testing instruments, transportation, and all other incidentals necessary to undertake and complete the **Site Grading, Backfilling, Gravel Overlay, and Leveling Works** in accordance with the approved plans, technical specifications, applicable Standard Specifications, and all relevant laws and regulations.

3. Warehouse, Technical Offices and Material Recovery Facility,

Complete design, construction, furnishing/ installation of all labor, materials, equipment, tools, and other incidentals for the architectural works enumerated hereunder. The work shall be performed and completed in a workmanlike manner, notwithstanding any omission from the approved specifications and drawings. The given dimensions, on the drawings and as stated on the bid price schedule, of the buildings are considered to be the minimum requirements and are conceptual design only. The function of the building shall be the main factor by which the size is determined. Size shall be enough to allow ease of movement by personnel and maintenance of equipment, if any. Adjustment in size is considered in the cost of the building. (1,580.08 sq meter with 344.41 sq meters 2nd floor mezzanine). Material Recovery Facility 36 sq.m. Ensuring full compliance with the latest editions of the National Building Code-2005, National Structural Code-2015, PEC-2020, Fire Code of the Philippines (BFP), and applicable Environmental, Occupational Safety, and Health Standards.

The Contractor shall carry out the design and construction of the Warehouse, Technical Offices and Material Recovery Facility and other related works necessary for the full completion of the facility as per the Owner-approved construction plans. The work shall include, but not be limited to, the following components:

Note:

COMPLETE DESIGN AND CONSTRUCTION OF WAREHOUSE, TECHNICAL OFFICES, AND MATERIAL RECOVERY FACILITY

Terms of Reference

1. *Ensuring full compliance with the latest editions of the National Building Code, National Structural Code, Electrical Code, Plumbing Code, Fire Code of the Philippines (BFP), Road, Drainage Standard applicable, and Environmental, Occupational Safety, and Health Standards*
2. *All materials, equipment, deformed bars, cement, sand, gravel, and concrete samples tested below the requirements shall be removed and replaced by the Contractor at no cost.*
3. *Contractor to provide all test results of supplied materials and equipment. Etc.*

The Contractor shall supply the following: Warehouse, Technical Offices, Warehouse appurtenances and Material Recovery Facility, including but not limited to:

	Warehouse-Technical Offices and Material Recovery Facility.		
1	Mobilization / Demobilization	1	lot
2	Processing, securing, and payment of all applicable permits and clearances necessary to comply with the standards and requirements of the Office of the Building Official (OBO) and other relevant authorities.	1	lot
3	Survey and Geological Investigation	1	lot
4	Foundation - Consisting of design and construction of foundations to include excavation, reinforcing rebars, concrete and formworks, supply of labor and materials, and other works required to complete the works.	1	lot
5	Structural Members - Consisting of steel structure members (columns, beams, purlins, and the like) to include anchor bolts, bracings, and others.	1	lot
6	Roofing - Consisting of at least 0.5 mm thick pre-painted sheets, including thermal insulation and other accessories.	1	lot
7	Ceiling - Consisting of at least 3.5mm thick fiber cement board, painted on metal framing, including hangers, accessories, and other works required to complete the ceiling.	1	lot
8	Walls/ wall cladding - Consisting of at least a PU sandwich panel, including its accessories	1	lot
9	Concrete Flooring - Consisting of 3000 PSI Concrete, including rebars in grade 40, formworks, and other works required, including soil poisoning to complete the slab on grade and slab on the mezzanine.	1	lot
10	Masonry Works - Consisting of concrete hollow blocks or equivalent, reinforcing rebars, and plastering, painting of walls	1	lot
11	Electrical Works - consisting of design, supply, and installation of all convenience and lighting fixtures, including accessories. Connection Service drop Wire to BLCI 13.8kV Line, Transformer, and all its accessories for the connection are included. (Supply of Generator Set- ANNEX 2 - BID PRICE SCHEDULE-2)	1	lot

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12	Mechanical Works - including design, supply, installation, testing, and energization of air conditioning units 2HP Split Type-5 Units, 4HP Split Type-10 units, 8 Units HVLS ceiling fans, and 8 Units exhaust fans, including their accessories as specified in the bid documents.	1	lot
13	Doors and windows - consisting of all doors, windows, and louvers required herein to complete the project in accordance with the approved drawings by the Owner.	1	lot
14	Plumbing Works - Design and supply of a 2,000-liter uPVC water tank complete with a water pressure tank and pump for the facility's potable water supply. Design and supply of separate male and female comfort room facilities within the warehouse premises, complete with a sanitary septic tank and all associated plumbing systems, fixtures, and accessories.	1	lot
15	Design and supply of a pump house with an integrated rainwater harvesting cistern tank and jockey pump to support the fire sprinkler system, including the complete design of fire detection and suppression systems, fire alarm systems, and portable fire extinguishers, all in accordance with applicable BFP fire safety codes and standards. Rainwater drainage system (1 Fire pump, 1 jockey pump, 4FHC + FDAS)	1	lot
16	Installation of Fix Mesh Wire Fence and Wheel Type Movable Mesh Wire Fence, 142m	1	lot
17	BLCI Logo, San Isidro Warehouse Label, Marker of Offices, CR's, Material Label Hang on the Top of the Material Location	1	lot
	Sub-Total:		
II	Material Recovery Facility -complete civil, structural, architectural, electrical, and water supply for the construction of a 36-square-meter Material Recovery Facility.	1	lot

III	Warehouse Appurtenances		
	Warehouse Heavy Duty Storage Rack	32	sets
1	Industrial Plastic Storage Bins 36"	50	pcs
2	Industrial Plastic Storage Bins 8"	10	pcs
3	Industrial Plastic Storage Bins 6"	10	pcs
4	Industrial Storage Bins 4"	10	pcs
5	Industrial Heavy Duty uPVC Pallet, 1,000 kgs capacity	60	pcs
6	Industrial Heavy Duty Push Cart, 200 kgs capacity	6	pcs
7	Industrial Heavy Duty Hand Truck, 350 kgs capacity	3	pcs
8	Industrial Heavy Duty Manual Pallet Truck, 3,000 kgs capacity	3	units
9	DC Powered, Lithium Battery 4WD Forklift, 5 Tons Capacity	1	unit
10	Office Tables and Chairs-18 Units, Chairs-23 Units	1	lot
11	Industrial Working Table and Bench	2	units
12	Cable Length Measuring Tool	2	units
13	Portable cable reel stand, run-out system	3	units
14	Bolt Cutter 24"	2	units

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15	Lineman's Plier 10"	2	units
16	4 Layer Steel Cabinets	17	units
17	Steel Locker	8	units
18	Generator Set-Design, Supply, Installation, and Commissioning of Generator Set and Associated Ancillary Systems (Civil, Electrical, and Mechanical accessories are included)	1	lot

The Contractor shall process, secure, and obtain payment of all applicable permits and clearances necessary to comply with the standards and requirements of the Office of the Building Official (OBO) and other relevant authorities.

It shall be the obligation of the Contractor to inspect and validate the site conditions, including conducting geological validation. The Contractor may use the soil investigation report by the Owner, herein attached as Annex B.

4. The Contractor shall, at its own expense, provide and maintain the following for the duration of the project:
 - a. Temporary facilities, including power connections and water supply;
 - b. Site security services; and
 - c. General cleanliness and waste management within the construction area.

These provisions shall support the construction of the Warehouse, Technical Offices and Material Recovery Facility

Section IV. CONTRACTOR QUALIFICATIONS

The Contractor shall have at least five (5) years of experience in the field of architecture, engineering, and construction, including prior successful engagements in the design and construction.

The Contractor should demonstrate competency in conceptualization, formulation, and execution of projects of a similar nature as the one specified here.

The Contractor should bring among its team demonstrated expertise in the following fields: architectural design, civil and structural engineering, electrical engineering, mechanical engineering, construction trades, culturally- sensitive design, and earthquake engineering, if applicable.

Section IV : COMMERCIAL REQUIREMENTS:

1. Currency is in **Philippine Peso (Php)** only.

2. Bid prices must be VAT inclusive.
3. Project Completion (Delivery, Construction, and Acceptance):
 - (a) Delivery – within Three Hundred Sixty Five (365) calendar days from the date indicated in the Notice to Proceed (NTP).

Delivery Location:

Bohol Light Company, Inc., San Isidro Substation, A. Manglangit St., San Isidro, Tagbilaran City, Bohol

4. Price Validity: Ninety (90) days from the date of closing of the bidding event.
5. Payment Schedule
 - a) Down Payment – Twenty percent (20%) down payment of the contract sum payable within thirty (30) days from the issuance of the Notice to Proceed and upon receipt of the corresponding Billing Invoice, provided that the Contractor submits an Irrevocable Standby Letter of Credit issued by a Commercial Bank or Down Payment Bond in the same amount issued by a bonding company acceptable to Bohol Light Company, Inc. Ten Percent (10%) retention shall be deducted from this billing.
 - b) Progress Billing – monthly progress payment payable within thirty (30) days upon submission and receipt of the billing invoice from the contractor and issuance of Work Accomplishment Certificate (WAC) and signed by Bohol Light Company, Inc., authorized representative, less recoupment of the twenty percent (20%) advance payment and the ten (10%) percent retention.
 - c) Retention – The Owner shall be entitled to withhold the amount equivalent to ten percent (10%) of the contract sum and shall retain the same pending complete fulfillment by the Contractor of all its obligations under the Agreement ('Retention Money'). The Retention Money shall be released One (1) year upon issuance date of Project Final Acceptance.

Section V : BIDDER REQUIREMENTS:

The following documents must be submitted by the Bidder during the Bidding proper, properly labeled to indicate the Bidder's name, office address, and properly distinguished between the First and Second

Envelopes. All envelopes must be sealed with the signature of the Bidder's authorized representative:

For the FIRST ENVELOPE (Legal and Technical)

1. Special Power of Attorney or Secretary's Certificate of the authorized representative;
 2. For Joint Ventures: PCAB Joint Venture Special License and valid Joint Venture Agreement, provided one joint venture company has PCAB License Category B or higher;
 3. PCAB license Category B or higher.
 4. DTI/SEC/CDA Registration Certificate.
 5. Updated Mayor's/Business Permit.
 6. BIR Form 2303.
 7. Latest Annual Income Tax Return stamped "received" by the BIR or electronic submission with receipt duly acknowledged by the BIR
 8. Latest Business Tax Return (VAT or percentage tax) stamped "received" by the BIR or electronic submission with receipt duly acknowledged by the BIR
 9. List of at least three (3) existing major clients for the last five (5) years.
 10. Statement of all ongoing government and private contracts, including contracts awarded but not yet started, of projects similar to the contract to bid.
 11. Statement of the Bidder's Single Largest Completed Contract (SLCC) within the past ten (10) years, which shall have a contract amount of at least 50% of the Approved Budget for the Contract (ABC) and similar to the contract to be bid. The SLCC shall be inclusive of VAT and taken at face value (e.g., not subject to price adjustments or escalation for projects completed in the past years).
For this purpose, "**similar**" refers to contracts which have the same major categories of the scope of work, which shall be the following.
 - a. Direct (hands-on) experience in construction of buildings
 12. 2025 Audit Financial Statements stamped "received" by the BIR and SEC or electronic submission with receipt duly acknowledged by the BIR,
 13. Monthly Statement of Cash Flows for the past six (6) months or latest Financial Statements in lieu of the cash flow;
 14. Cash flow forecast for the next twelve (12) months;
 15. Computation of Net Financial Contracting Capacity (NFCC). In lieu thereof, Bidder may submit a committed line of credit from a universal or commercial bank.
- The computation of NFCC must at least be equal to the ABC to be bid, calculated as follows: [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The NFCC computation shall be determined for the past 2 recent Audited Financial Statements.

16. Acceptance of the Terms of Reference and Bidding Documents.

17. Valid Bohol Light Company, Inc. Accreditation

For the SECOND ENVELOPE (Financial Requirements)

1. Bid Form Letter (Form 05)
2. Bid Security
3. Duly accomplished Bid Price Schedule
4. Duly accomplished Technical Data Sheets

Bidders shall submit only one (1) original or certified true copies of the Legal & Technical and Financial Requirements as indicated above.

The Bidder shall complete the appropriate Bid Price Schedule stating the unit prices and the total amount of Services to be performed under the Contract. A USB flash drive containing the electronic copy of the Bid Price Schedule shall be placed in THE SECOND ENVELOPE for purposes of verification *at the option of the Bidder*. However, in cases of discrepancy between the hard copy and the electronic copy, the signed hard copy of the Bid Price Schedule shall prevail.

Section VIII : DELIVERY TIME

The Contractor shall complete the performance of the services, supply, construct, and test the construction of Warehouse, Technical Offices, Material Recovery Facility, Land Development, and Road Network at A. Manlangit St., San Isidro District, Tagbilaran City, Bohol, **Three Hundred Sixty-Five (365) calendar days** from receipt of the Notice to Proceed (NTP). Failure by the Contractor to meet the guaranteed completion shall make the Contractor liable for liquidated damages.

For avoidance of doubt, the following terms shall have the following meaning:

1. **Project Substantial Completion** – certificate issued upon completion of at least 95% of the project, provided that the project is ready for occupancy.
2. **Project Completion** – certificate issued upon 100% completion of the project and all deficiencies are corrected.
3. **Defect Liability Period** – is the one (1) year period from issuance of the Project Completion, during which all defects are corrected.
4. **Project Final Acceptance** – certificate issued after the Defects Liability Period and correction of the defects.

Section IX : LIQUIDATED DAMAGES

The contract shall contain a provision on liquidated damages, which shall be payable by the contractor in case of breach thereof. The amount of the liquidated damages shall be at least equal to **one-tenth (1/10) of one percent (1%) of the total project cost for every day of delay**. Once the cumulative amount of liquidated damages reaches **ten percent (10%)** of the amount of the contract, the Owner may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

Liquidated Damages may be deducted, withheld, or set off by the OWNER from any monies due or which may become due to the SUPPLIER, including progress payments, retention amounts, final payments, bonds, guarantees, or any other security, without need of further notice or demand.

Failure by the OWNER to impose or collect Liquidated Damages immediately upon occurrence of delay shall not constitute waiver of such right. The OWNER may assess and recover Liquidated Damages at any time prior to final settlement of the Contract.

Section XII. PERFORMANCE SECURITY

Within a non-extendible period of fifteen (15) calendar days from signing of this Contract, the CONTRACTOR shall secure and present to the Owner the Performance Security equivalent to twenty percent (20%) of the Contract Sum, in any of the following forms:

- a. Cash, Cashier's/Manager's Check drawn against a local commercial or universal bank;
- b. Bank guarantee or Irrevocable Letter of Credit or Standby Letter of Credit issued by an accredited local commercial or universal bank or reputable foreign bank with a branch licensed to do business in the Philippines
- c. Surety bond issued by a bonding company acceptable to the CLIENT.

The Contractor shall post an additional Performance Security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the Contract as a result of change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the Performance Security to cover the approved contract time extensions.

Section XIII : WARRANTY PERIOD

Warranty period shall be based on the Civil Code of the Philippines as stated in Article 1723: The Engineer or Architect who drew up the plans and specifications for a building is liable for damages if within fifteen years 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.”

The Contractor shall warrant all works herein for a period of three (3) years s from the date of Project Completion and Acceptance.

WARRANTY SECURITY

Section XIV : OTHER WARRANTIES

1. The Parties intend that an independent contractor-employer relationship shall be created. The Owner is interested in the result to be achieved. The Contractor shall have entire charge, control, and supervision over the works and services herein agreed upon and shall regularly monitor the performance of the employees to ensure the quality of work.
2. It is agreed and understood that the Contractor shall have the exclusive authority to select, engage, and discharge its employees or otherwise direct and control their services. The determination of wages and salaries or compensation of its employees shall be within its full control.
3. In the performance of the agreed services, the Contractor shall deploy and assign a sufficient number of trained and experienced employees to carry out the works in accordance with the terms of the contract.
4. The Contractor shall provide its employees with appropriate identification cards, appropriate uniforms, safety equipment and tools, and PPEs. The Contractor shall ensure that its employees have undergone the necessary environmental, health, and safety training for the type of services they are to perform.
5. The Contractor shall hold the Owner free from any and all damages, injuries, liabilities, suits, claims, losses, cost/, or expenses (including attorney’s fees) arising from Contractor’s non-compliance with the requirements stated herein and from negligent or deliberate acts of the Contractor’s employees while in the performance of their duties.
6. The Contractor shall be answerable or accountable for the accident or any injuries or death which may occur to any of its employees during the performance of the works under the contract.
7. To the extent permitted by law, the Owner’s maximum aggregate liability to the Contractor for damages arising out of or relating to this Agreement, whether based upon contract, tort, depict, strict liability, breach of statutory duty, or any other basis for liability, shall not exceed the total value of the fees to be paid under this Agreement.

8. The Contractor may not subcontract or assign any of its rights, responsibilities, or obligations under the contract, either in whole or in part, to any third party without the prior written consent of Bohol Light Company, Inc. (BLCI)

Section XV : VALIDITY AND SAVING CLAUSE

1. If any provision of the TOR shall be void or unenforceable for any reason, such provision shall be ineffective to the extent of that voidability or unenforceability without invalidating the remaining provisions thereof, provided, however, that the Parties shall replace any void or unenforceable provision by valid enforceable languages as come nearest to the original provision in economic impact and intent.
2. The Owner may terminate the Contract in whole or in part at any time if it has determined the existence of conditions that make contract implementation economically, financially, or technically impractical / or unnecessary.