

## **TERMS OF REFERENCE (TOR)**

### **SUPPLY AND DELIVERY OF BITUMINOUS TACK COAT AND BITUMINOUS CONCRETE SURFACE COURSE (FD)**

#### **Section I. Introduction**

With the Quezon City Government's endeavor, to expedite the procurement of its asphalt requirements for the repair and maintenance of various streets, competitive public bidding is imperative pursuant to Republic Act 9184, otherwise known as the "Government Procurement Reform Act", and its implementing rules and regulations.

#### **Section II. Project Description**

Asphalt Patching of Various City Streets.

#### **Section III. Scope of Work**

The Scope of Work includes the **Supply and Delivery thru Furnishing (FD)** of Item 302, Bituminous Tack Coat and Item 310, Bituminous Concrete Surface Course.

#### **Section IV. Project Implementor**

The Quezon City Department of Engineering will implement the project ensuring its compliance to specifications and standards.

#### **Section V. Production Standards and Specifications**

##### **Item 302 (Bituminous Tack Coat)**

Bituminous materials shall be either Rapid Curing (RC) or Medium Curing (MC) cut back asphalt, whichever is called for in the bill of quantities. It shall conform to the requirements of Bituminous materials. Tack Coat shall only be applied to surfaces which are dry or slightly moist. No tack coat shall be applied when the weather is foggy or rainy.

##### **Item 310 (Bituminous Concrete Surface Course)**

Supplied asphalt materials shall conform to the Department of Public Works and Highways (DPWH) Specification for Public Works Structures, Volume II, 2013. Bituminous Concrete Surface Course is composed of compacted aggregates and bitumen. The aggregates transmit the load from the surface to the sub – grade, take the abrasive wear of the traffic, and provide a non – skid surface. The binder binds the aggregates together thus preventing the displacement and loss of the aggregates. The binder also provides a waterproof cover for the base to prevent water from seeping into, and weakening the materials.

All delivered materials shall be subjected to material testing prior to paving.

**Section VI. Contract Duration**

Contract time will be upon request by the end user until December 31, 2024. It will reckon from the date of receipt of the Notice to Proceed.

**Section VII. Approved Budget for the Contract (ABC)**

The Approved Budget for the Contract is **NINETY-NINE MILLION TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED PESOS (PHP 99,232,500.00) only.**

**Section VIII. Project Requirement**

To ensure project delivery on time, Supplier / Contractor must comply with the following minimum technical requirements.

**A. Track Record**

- 1. The Supplier / Contractor shall have at least three (3) years of experience from date of bid opening in the business of **Furnishing and Delivery (FD).**
- 2. The Supplier / Contractor shall have a largest single completed contract similar to the project to be bid with a contract amount of 50% of the ABC.
- 3. The Supplier / Contractor shall have an existing and operating Asphalt Batching Plant within Quezon City Area with a minimum production capacity of 100 metric ton (m.t.) per hour, for a just in time delivery at the project site.

**B. Organizational Chart / List of Key Personnel**

The Supplier / Contractor shall submit an **Organizational Chart and List of Key Personnel** to be assigned to the contract to be bid with their qualifications and experience.

**C. Major Equipment Units to be used in the Project**

The Supplier / Contractor shall submit a list of **Contractor's Equipment Units**, owned and / or leased and / or under purchased agreement available to be used exclusively for the contract to be bid. Likewise, proof of ownership and leased contract shall also be submitted.

**MINIMUM EQUIPMENT REQUIREMENTS**

NO.	DESCRIPTION	SPECIFICATION	NO. OF UNITS
1.	Dump Trucks	Ten Wheeler maximum payload capacity 25 tons	10
TOTAL			10

All equipment to be used during project implementation should be in good working condition.

#### **Section IX. Payment**

The Contractor shall be paid through progress billing upon request.

#### **Section X. Cancellation / Termination of Contract**

The City may, without prejudice to other remedies against the supplier / Contractor, extra judicially cancel or terminate the Contract, in whole or in part, due to default, insolvency or for justifiable cause or any ground which it deems inimical the City's or public's interest.

The guidelines contained in R.A. 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminates the Contract due to default, insolvency, or for cause, it may enter into the negotiated procurement pursuant to Section 53(s) of R.A. 9184 and its IRR.

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