



**Construction
of the
Expansion of the
School of Management Building
Phase 2**

UP Mindanao Campus, Mintal,
Tugbok District, Davao City

PROJECT MANUAL
Volume 2

TERMS OF REFERENCE
- Construction -

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PROJECT MANUAL VOLUME 2

TERMS OF REFERENCE

TABLE OF CONTENTS

<i>Part</i>	<i>Sub-Part</i>	<i>Heading</i>	<i>Page Number</i>
PART I	GENERAL PROJECT INFORMATION		
	1.0	PROJECT DESCRIPTION	I – 1 of 5
	1.1	Project Title	I – 1 of 5
	1.2	General Description	I – 1 of 5
	1.3	Project Components	I – 1 of 5
	2.0	BACKGROUND & LEGAL BASIS	I – 1 of 5
	3.0	PROCUREMENT OVERVIEW	I – 2 of 5
	4.0	PROCUREMENT MODE	I – 3 of 5
	5.0	PROCUREMENT OBJECTIVES	I – 3 of 5
	6.0	GENERAL SCOPE OF WORK	I – 3 of 5
	6.1	Construction Phase	I – 4 of 5
	7.0	APPROVED BUDGET AND PROJECT DURATION	I – 4 of 5
	7.1	Approved Budget for the Contract	I – 4 of 5
	7.2	Project Duration	I – 4 of 5
PART II	BIDDING PHASE		
	1.0	PROPONENT'S/BIDDER'S RESPONSIBILITIES	II – 1 of 3
	2.0	ELIGIBILITY AND QUALIFICATION	II – 2 of 3
	3.0	PROJECT COST ESTIMATES	II – 2 of 3
	4.0	COST ESTIMATE GUIDELINES	II – 3 of 3
	5.0	UNIT PRICE ANALYSIS	II – 3 of 3
PART III	CONSTRUCTION PHASE		
	1.0	CONTRACTOR'S RESPONSIBILITIES	III – 1 of 7
	2.0	CONTRACTOR'S SCOPE OF WORK	III – 1 of 7
	3.0	PERMITS AND CLEARANCES	III – 2 of 7
	4.0	TEMPORARY STRUCTURES AND FACILITIES	III – 2 of 7
	5.0	MOBILIZATION	III – 3 of 7
	6.0	ENVIRONMENTAL CORPORATE RESPONSIBILITY	III – 3 of 7
	7.0	ELECTRIFICATION AND WATERLINE CONNECTION	III – 3 of 7

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Part	Sub-Part	Heading	Page Number
	8.0	CONSTRUCTION SUPERVISION	III – 3 of 7
	9.0	QUALITY CONTROL	III – 4 of 7
	10.0	CONSTRUCTION DURATION	III – 5 of 7
	11.0	CONSTRUCTION BUDGET AND SCHEDULE OF PAYMENTS	III – 5 of 7
	12.0	MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM	III – 6 of 7
	13.0	SUBMITTALS AND DELIVERY	III – 7 of 7
	13.1	As-Built Plans	III – 7 of 7
	13.2	Testing Certificate	III – 7 of 7
	13.3	Guarantee Letter	III – 7 of 7
	13.4	Operation and Maintenance Manual	III – 7 of 7
PART IV		RESPONSIBILITIES OF THE UNIVERSITY IF THE PHILIPPINES	
	1.0	BIDDING PHASE	IV – 1 of 1
	2.0	CONSTRUCTION PHASE	IV – 1 of 1
PART V		PROJECT ACCEPTANCE AND TURNOVER	
	1.0	CONSTRUCTION MANAGEMENT TEAM	V – 1 of 3
	2.0	FINAL ACCEPTANCE	V – 1 of 3
PART VI		A: ANNEXES	
	1.0	CHECKLIST OF REQUIREMENTS – PERMIT TO CONSTRUCT	VI – 1 of 3
	2.0	REQUEST FOR INFORMATION / REQUEST FOR APPROVAL FORM	VI – 3 of 3
	3.0	DETAILED UNIT PRICE ANALYSIS FORMAT	VI – 1 of 1
	4.0	UNIVERSITY OF THE PHILIPPINES MASTER DEVELOPMENT PLAN RESTROOM DESIGN STANDARDS	VI
	5.0	UNIVERSITY OF THE PHILIPPINES MASTER DEVELOPMENT PLAN ACCESSIBILITY GUIDELINES	VI

END OF TABLE OF CONTENTS

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PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 PROJECT TITLE

Proposed Construction of the Expansion
of the School of Management Building Phase 2

1.2 GENERAL DESCRIPTION

The project shall cover the **construction** of the School of Management Building Expansion (Phase 2).

The project site of approximately **2,959 square meters** along the Maguindanaoan Road is within the University of the Philippines Mindanao Campus, which is designated as an Academic-2 (ACAD-2) Zone in the ExeCom-approved UP Mindanao Campus Land Use Plan of 2016. It shall be developed to accommodate the standard requirements of an academic facility of single storey as prescribed by the National Building Code of the Philippines and other generally-accepted design standards for such facilities.

The construction shall be in accordance with the University-approved and issued Plans/Drawings, Technical Specifications, and Bill of Quantities, Bidding Documents, and this Terms of Reference (TOR). The project subject of this TOR, is the Construction of the Expansion of the School of Management Building Phase 2 which includes an expansion that will cover **320 square meters of new construction floor area**.

The project has an Approved Budget for the Contract (ABC) of Nine Million Five Hundred Fifty-Two Thousand Three Hundred and Five and 20/100 Pesos (Php 9,552,305.20). Funding has been provided by the Tuition Fee Increment-Undergraduate of the School of Management.

1.3 PROJECT COMPONENTS

The project includes the following basic components:

- (a) Construction of the Expansion of the School of Management Building (Phase 2) with Site Development, including Structures and Site Facilities.

The bid shall be based on the University-approved and issued plans/drawings, Technical Specifications, and Bill of Quantities.

- (b) Compliance with all applicable permits/licensing and documentary requirements.

2.0 BACKGROUND AND LEGAL BASIS

In June 2010, the UP School of Management (SOM) Administration Building Phase 1 was completed. This phase consisted of one case room, multi-purpose hall, and a common comfort room. The administrative and research personnel held office at the multi-purpose hall for four years

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despite the recurring concerns with the structure which required repair/renovation. Due to the pressing need to resolve the problems with the building, SOM proposed an expansion of the structures which was approved by the UP President Pascual last 08 October 2014. The proposed expansion will provide a workplace conducive for the personnel's productivity in research and academic performance.

Sec. 22 (*Land Grants and Other Real Properties of the University*) of Republic Act No. 9500, "An Act to Strengthen the University of the Philippines as the National University", signed into law on 29 April 2008, provides that the UP Land Grants, or "parcels of land ceded by law, decree or presidential issuance to the University of the Philippines are...declared to be reserved for the purposes intended." RA 9500 confirms "the absolute ownership of the national university over these landholdings, including those covered by original and transfer certificates of title in the name of the University of the Philippines and their future derivatives..." Sec. 22 states that: "The Board may plan, design, approve and/or cause the implementation of land leases: *Provided*, That such mechanisms and arrangements shall sustain and protect the environment in accordance with law, and be exclusive of the academic core zone of the campuses of the University of the Philippines: *Provided, further*, That such mechanisms and arrangements shall not conflict with the academic mission of the national university." Sec. 23 (*Safeguards on Assets Disposition*) provides that "the preservation of the value of the assets of the national university shall be of primordial consideration," and that "the sale of any existing real property of the national university shall be prohibited: *provided*, that the Board may alienate real property donated after the effectivity of [RA 9500] if the terms of the donation specifically allow it."

3.0 PROCUREMENT OVERVIEW

- 3.1 The procurement of this project will be conducted through open and competitive bidding in adherence to the declared policies of the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act.
- 3.2 Eligibility requirements shall be subject to Section 23 and Section 24, Rule VIII, RA 9184 and in compliance with the requirements enumerated under the Instruction to Bidders (ITB) and in the forms prescribed by the Government Procurement Policy Board (GPPB) for this type of procurement.
- 3.3 The determination of award to the winning bidder shall be subject to compliance with the minimum qualification requirements for this contract and through a series of pre-determined evaluation processes and procedures as enumerated under this Terms of Reference (TOR) and in accordance with the provisions of the 2016 Revised IRR of RA 9184 and other pertinent laws, circulars and orders.
- 3.4 UP shall accept the bid proposal determined to be most advantageous to the University and consider award of the contract on a best value for money basis.
- 3.5 UP reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected party/parties.

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4.0 **PROCUREMENT MODE**

- 4.1 The Construction scheme of procurement was recommended, endorsed and adopted pursuant to the guidelines provided in Annex "A" and Annex "E" – *Guidelines for the Procurement and Implementation of Contracts for Infrastructure Projects* of the 2016 Revised IRR of RA 9184.

5.0 **PROCUREMENT OBJECTIVES**

- 5.1 To build an educational facility that factors in the following principles:
- (a) Provides optimal benefits for all stakeholders, which include the procuring entity, the direct users and the UP community;
 - (b) Comprehensive A&E concepts including:
 - (i) Sustainable building and green architecture and engineering concepts;
 - (ii) Safe building and resilient design concepts in response to climate change;
 - (iii) Natural ventilation and thermal comfort concepts;
 - (iv) Energy savings concepts through day lighting, electric lighting, power consumption monitoring, and solar power harvesting and use;
 - (v) Water use efficiency concepts, water consumption monitoring, and rainwater harvesting and reuse;
 - (vi) Expansibility and flexibility concepts;
 - (vii) Occupational hazards and environmental health concepts;
 - (viii) Site and culture sensitivity concepts; and
 - (ix) Other applicable concepts.
 - (c) Allows site development and building design adaptability to organizational, community and technological changes;
 - (d) Helps achieve sustainability and is responsive to environmental issues;
 - (e) Minimizes cleaning and maintenance requirements; and
 - (f) Conforms to relevant laws, design standards, and legal procedures.
- 5.2 To build an academic and research facility that:
- (a) Is according to the University-approved complete A&E plans and related documents;
 - (b) Translates the intended A&E design concepts to the site development and building design;
 - (c) Is constructed with quality materials and according to construction standard methods and procedures;
 - (d) Is constructed on time and within the construction budget;
 - (e) Minimizes adverse impacts on the natural environmental;
 - (f) Is adaptable and flexible for future vertical and/or horizontal expansion; and
 - (g) Can be occupied and is fully operational after move-in of the direct users.
- 5.3 To implement a turnover procedure in accordance with Part V Project Acceptance and Turnover.

6.0 **GENERAL SCOPE OF WORK**

- (a) The winning contractor shall be **required** to set up a coordinating office or satellite office in Davao City to ensure smooth and efficient project implementation.

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- (b) The winning contractor **must coordinate** with UP MINDANAO on other on-going projects simultaneously being implemented in the area.
- (c) The winning contractor shall be responsible for the site clearing including cutting of trees planted by informal settlers and compliance to the requirements of all government agencies.

6.1 CONSTRUCTION PHASE

- (a) General Requirements:
 - (i) Mobilization
 - (ii) Permit to Construct (PTC)
 - (iii) Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
 - (iv) Project Billboard
 - (v) Health and Safety Provisions
- (b) Site Clearing Works
- (c) Temporary Facilities and Facilities for the Engineer/PM Team
- (d) Earth Works
- (e) Structural Works
- (f) Architectural Works
- (g) Site and Landscape Architectural Works
- (h) Sanitary/Plumbing Works
- (i) Electrical Works
- (j) Electrical Auxiliaries Works
 - (i) Telephone System
 - (ii) Data Communication and Networking System
 - (iii) Cable or Master Antennae Television (CATV/MATV) System
 - (iv) Public Address Systems
 - (v) Closed Circuit Television (CCTV) System
 - (vi) Fire Detection and Alarm System
- (k) Mechanical Works
 - (i) Supply and Installation of Airconditioning, Ventilation and Fire Sprinkler System
- (l) Architectural Interior Design Works
- (m) Room Identification, Hazard Warnings, and Wayfinding Signage Systems
- (n) Testing and Commissioning
- (o) Environmental Corporate Responsibility Compliance

7.0 APPROVED BUDGET AND PROJECT DURATION

- 7.1 The Approved Budget for the Contract (ABC) is **Nine Million Five Hundred Fifty-Two Thousand Three Hundred Five and 20/100 Pesos** (Php 9,552,305.20), including taxes and other duties.
- 7.2 The Approved Period for the Construction Phase is **Three Hundred (300) calendar days** starting seven (7) calendar days from the receipt by the Contractor of the Notice to Proceed (NTP).

END OF PART I

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PART II BIDDING PHASE

1.0 PROPONENT'S/BIDDER'S RESPONSIBILITIES

- 1.1 The Proponent/Bidder shall be responsible for taking the necessary steps to carefully examine all documents. It also rests upon the Proponent/Bidder to acknowledge all conditions, local or otherwise, affecting the carrying out of the contract works, and to arrive at an estimate of the facilities available and needed for the Project. Failure to do so shall be at the Proponent's/Bidder's risk.
- 1.2 It shall be the sole responsibility of the Proponent/Bidder to determine and suit himself by such means as he considers necessary or desirable as to all matters pertaining to the Project, including the location of the project site and nature of work, climatic conditions, nature and condition of the terrain, geological conditions at the site; transportation and communication facilities, requirement and availability of materials, labor, water, electrical power and roads; location and extent of aggregate source; and other factors that may affect the cost, duration and execution of the work. The Proponent/Bidder, by the act of submitting his proposal, acknowledges that he has inspected the site and determined the general characteristics of the Project and the conditions indicated above. The University requires an affidavit, duly notarized, of such site inspection from the Proponent/Bidder.
- 1.3 It shall be the responsibility of the Proponent/Bidder to check and verify the location of existing water, electrical, and other utility tapping points, sewer lines, and storm drainage and incorporate such in their bid.
- 1.4 Prior to submittal of proposals, it is assumed that the Proponent/Bidder is already familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines, which may affect or apply to the operations and activities of the contractor. However, in the case where the cost of the awarded contract is affected by applicable new laws, decrees, ordinances, regulations and other acts of government promulgated after the date of submission of proposals, a contract price adjustment may be made or appropriate relief be applied on a no loss-no gain basis provided such is not covered by the provisions on price escalation hereof and subject further to the availability of funds.
- 1.5 The Proponent/Bidder shall include a pay item in the Bill of Quantities (BOQ) that shall cover any and all expenses incurred in the clearing of the site, including removal of all affected trees and all other existing obstructions.

2.0 ELIGIBILITY AND QUALIFICATION

- 2.1 All submittals and attendances required for this bidding and enumerated in the Invitation to Bid must be strictly complied with, without exemption to the place, date and time unless otherwise modified with proper notification through Bid Bulletin by the University. The eligibility requirements and qualification process shall be in accordance with the provisions of Annex "A" and Annex "E" of the 2016 Revised IRR of RA 9184.

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- (a) The eligibility requirements shall be in accordance with the provisions of Section 24.1 and Section 23.1 of the 2016 Revised IRR of RA 9184 for the construction phase, respectively.

3.0 PROJECT COST ESTIMATES

3.1 The Proponent/Bidder shall prepare and submit for the purpose of the Bill of Quantities (BOQ) in his contract, a detailed cost estimate in accordance with the limit of the available Approved Budget for the Contract and following the sequence of priorities below. Any item required by the Office of the Building Official under the National Building Code and not provided during construction will be accorded as a deductive item from the contract cost.

- (a) Construction Phase
- (i) General Requirements
 - Mobilization
 - Permit to Construct (PTC)
 - Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
 - Project Billboard
 - Health and Safety Provisions
 - (ii) Site Clearing Works
 - (iii) Temporary Facilities and Facilities for the Engineer/PM Team
 - (iv) Earth Works
 - (v) Structural Works
 - (vi) Architectural Works and Finishes
 - (vii) Sanitary/Plumbing Works and Finishes
 - (viii) Electrical Works and Finishes
 - Supply and Installation of Fire Detection and Alarm System
 - (ix) Electrical Auxiliaries Works and Finishes
 - Telephone System
 - Data Communication and Networking System
 - Cable or Master Antennae Television (CATV/MATV) System
 - Public Address Systems
 - Closed Circuit Television (CCTV) System
 - (x) Mechanical Works and Finishes
 - Supply and Installation of Airconditioning, Ventilation and Fire Sprinkler System
 - (xi) Architectural Interior Works and Finishes
 - (xii) Room Identification, Hazard Warnings, and Wayfinding Signage Systems
 - (xiii) Site and Landscape Architectural Works and Finishes
 - (xiv) Testing and Commissioning
 - (xv) Environmental Corporate Responsibility Compliance

4.0 COST ESTIMATE GUIDELINES

- 4.1 In the preparation of the detailed cost estimates, the Proponent/Bidder shall use the Cost Estimate Form and Cost Estimate Guide as well as the Detailed Unit Price Analysis to be provided by the University as template/format and guide, respectively.
- 4.2 In the preparation of the detailed cost estimates, the Proponent/Bidder shall be guided by the following guidelines:
- (a) Direct Construction Cost means the sum of the amounts that the Contractor actually and necessarily incurs constructing the Work in strict compliance with the Construction Documents.
 - (b) Materials-market price means the costs of material (except those customarily owned by construction workers) supplied to the project site by the Contractor if such items are fully consumed in the construction of the Work. Cost for used items shall be based on fair market value. If an item is not fully consumed in the construction of the Work, its cost shall be based on actual cost of the item less its fair market salvage value.
 - (c) Rental rates of equipment and hand tools (except those customarily owned by construction workers) supplied to the project site by Contractor shall be based on prevailing ACEL rental rates.
 - (d) Indirect cost computations shall be guided by COA guidelines.
 - (e) The labor component of the cost estimates shall follow the ranges provided in the ordinance and the latest wage order of the Department of Labor and Employment (DOLE) Region XI.

5.0 UNIT PRICE ANALYSIS

- 5.1 The Proponent/Bidder shall draw up a unit price analysis for each of the pay item.

END OF PART II

PART III CONSTRUCTION PHASE

1.0 CONTRACTOR'S RESPONSIBILITIES

- 1.1 The Contractor shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably deduced from the Contract Documents as necessary for completion of the Work and the Project. The Contractor agrees to perform these services using its best efforts, skills, judgments and abilities.
- 1.2 The Contractor shall at all times endeavour to further the interests of the University and complete the Project in an expeditious and economical manner consistent with the interests of the University and in accordance with the Project Schedule.
- 1.3 The Contractor shall establish procedures for communication and coordination among the project team, subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.
- 1.4 The Contractor shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submissions of shop drawings and communications, and supplementary instructions and shall provide updated records at each Owner's meeting and when requested.
- 1.5 The Contractor shall promptly update the list of Contractor's persons and consultants should there be changes during the course of the Project.
- 1.6 The Contractor shall be responsible for clearing of the site before and after construction, including the removal of all affected trees and other existing obstructions.
- 1.7 The Contractor shall be responsible for protecting existing trees and site elements that are to be retained and maintained during the course of construction and shall include these elements in good order and condition during the handover.

2.0 CONTRACTOR'S SCOPE OF WORK

- 2.1 The Contractor shall have the following minimum scope of work in the construction phase as outlined below. The Contractor shall perform other tasks not mentioned but may be required by the University or its representatives as long as such tasks are legally within their professional responsibility.
 - (a) Provide supplementary drawings/detailed shop drawings for approval of the University and its representative end-users required to suit actual field conditions and that further illustrate the design intent for portions or elements of the project that require detailing or revision/s;
 - (b) Furnish in a timely manner detailed construction and as-built drawings, shop and erection/installation drawings in accordance with the overall design or review and evaluate those that are submitted by the Contractor;

- (c) Submit monthly reports to the University indicating construction progress, remarks, and suggestions pertaining to the project quality, workmanship, and compliance to the plans and specifications;
 - (d) Observe and ensure passing of all performance tests and start-up and make reports thereon; and
 - (e) Conduct a final inspection and report of the complete project.
- 2.2 Services during the Construction Phase may vary in accordance to the progress of the construction works, performance accomplishment of the Contractor, or other circumstantial events that may occur, as long as the changes are approved by the University.
- 2.3 All Request for Information (RFI) and Request for Approval (RFA) must be addressed using the University issued RFA/RFI Form (Annex 2) as with the attached supplementary shop drawings, material samples, materials specifications, and/or construction methodologies, etc.

3.0 PERMITS AND CLEARANCES

- 3.1 The Contractor shall pay for any and expenses necessary and incidental for the University to be able to secure the following:
- (a) Permit to Construct (PTC);
 - (b) Environment Clearance Certificate (ECC) Tree Cutting Permits from the concerned government agencies, if necessary;
 - (c) Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, Electronics Permit, Occupancy Permit, etc.
- 3.2 The Contractor shall, upon authorization by the City Government, make representation with the concerned government agencies to expedite the release of the same.

4.0 TEMPORARY STRUCTURES AND FACILITIES

- 4.1 The Contractor shall undertake the design and construction of the temporary facilities which shall comply with requirements conforming to the provisions set by the Building Official in the National Building Code for fire safety, habitability and for a given period of time. This is subject to final approval of the Campus Planning and Development Office (CPDO) and shall maintain the following:
- (a) Temporary office and/or quarters with water, light, telephone and toilet facilities for the Contractor's project team personnel and visiting guests for site meetings.
 - (b) Temporary bunkhouses/quarters for the Contractor's work force complete with toilet and bath facilities and shall all the time keep a good housekeeping of the area
 - (c) Board-up and Temporary fencing of construction site
- 4.2 The Contractor shall also prepare and implement a plan for egress upon completion of the project.

- 4.3 The Contractor shall prepare and submit their health and safety standards manual and implement such standards stipulated in their manual.

5.0 MOBILIZATION

- 5.1 The Contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.
- 5.2 The Contractor shall submit a manpower utilization schedule.
- 5.3 The Contractor shall submit an Equipment utilization schedule.
- 5.4 The Contractor shall submit a Procurement schedule.

6.0 ENVIRONMENTAL CORPORATE RESPONSIBILITY (ECR)

- 6.1 The Contractor shall donate and plant native trees (1.2M to 1.5M in height) at the start of construction, in places designated by the University, at the rate of one tree per 100 square meters of construction area (excluding parking area). The Contractor shall use a variety of native tree species as specified by the University.
- a. *Petrocarpus indicus* (Narra)
 - b. *Cananga odorata* (Ylang-Ylang)
 - c. *Aquilaria malaccensi* (Agarwood)
 - d. *Diospyros blancoi* (Kamagong)
 - e. *Eucalyptus deglupta* (Bagras or Rainbow tree)
- 6.2 The Contractor shall maintain the tree saplings by watering and ring weeding during the construction period.
- 6.3 Dead saplings within the construction period must be replaced with same species and height at least 30 days before project turn-over.

7.0 ELECTRIFICATION AND WATERLINE CONNECTION

- 7.1 The Contractor shall pay for expenses for the acquisition of the power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities.
- 7.2 The Contractor shall pay for expenses for the acquisition of the waterline connection to the local waterline utility for the temporary waterline connection of the work area and temporary facilities

8.0 CONSTRUCTION SUPERVISION

- 8.1 The Contractor shall execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness

and orderliness, the health and safety of workers and the general public in the project area throughout the duration of the contract.

- 8.2 The Construction Phase shall be deemed to commence upon the date specified in the Permit to Construct issued by the University after approval and shall continue until Final Completion of all Work.
- 8.3 The Contractor shall designate in writing a Project Engineer as the representative who is responsible for the day-to-day management of the Construction Phase Services. The Engineer shall be the University's primary contact during the Construction Phase of the Project and shall be available as required for the benefit of the Project and the University. The Project Engineer shall be authorized to act on behalf of and bind the Contractor in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.
- 8.4 The Contractor's designated representative shall attend University's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.
- 8.5 The Contractor shall schedule, direct and attend interim progress meetings with other members of the Project Team as required to maintain Project progress. The Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- 8.6 The Contractor is responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the University informed of the progress and quality of the Work.
- 8.7 Observance of Schedule and Deadlines

Unless otherwise approved, the University and the Contractor shall perform their respective obligations under the Contract as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Time limits stated in the Contract Documents are of the essence of this Agreement. The Contractor shall be responsible for schedule development, updating and reporting throughout the entire Project. The Contractor shall comply in all aspects of the requirements set forth in the University's Project Planning and Scheduling Specifications.

9.0 QUALITY CONTROL

The Contractor shall adhere to the submitted and approved Minimum Material Testing Plan.

9.1. Special Inspection and Testing Requirements

The Contractor shall provide quality assurance for the construction of the seismic force resistance system designed by the Structural Engineer of Record by recording periodic inspections and testing of structural components in a timely manner during construction. The

system may include structural elements such as a steel intermediate moment resistance frame and concrete shear walls, and additional systems such as anchorage of equipment and exhaust ducts containing hazardous materials, anchorage of piping systems and mechanical units containing flammable, corrosive or toxic materials, anchorage or electrical equipment used for emergency and standby equipment.

10.0 CONSTRUCTION DURATION

- 10.1 The approved period for the Construction of the Repair and Expansion of the School of Management Building (Phase 2) at the UP Mindanao Campus is **Three Hundred (300) calendar days**, starting on the date stated on the Notice to Proceed (NTP) issued by the University BAC.
- 10.2 The Contractor can only start the mobilization of the project once the Permit to Construct (PTC) will be issued by the Campus Planning and Development Office (CPDO) after the compliance of the needed requirements. The Checklist of PTC Requirements is attached on **Annex 1**.
- 10.3 The Contractor shall be responsible for programming a procurement schedule implying that he has studied the availability of materials within the immediate context of the site. He should also be responsible for revising the said schedule supposing there are unintended delays in the procurement of the said materials. The University should not be responsible for the cost of any delays for the Project related to labor and materials procurement.

11.0 CONSTRUCTION BUDGET AND SCHEDULE OF PAYMENTS

- 11.1 The University shall, upon the written request of the Contractor, make an advance payment in an amount not to exceed twelve percent (12%) of total price allotted for the construction phase of the project.
- 11.2 The advance payment shall be made only upon the submission to and acceptance by the University of an irrevocable standby letter of credit of equivalent value from a commercial bank or a guarantee payment bond, callable in demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commissioner and confirmed by the implementing agency.
- 11.3 The advance payment shall be repaid by the Contractor by deducting a percentage equal to that used for the advance payment from the periodic progress payments to be made to the Contractor.
- 11.4 The University shall pay the Contractor progress payments based on billings for actual works accomplished as certified by the Campus Planning and Development Office of the University. In no case shall progress billings be made more than once every thirty (30) calendar days. Materials or equipment delivered on the site but not completely put in place or used in the Project shall not be included for payment.
- 11.5 All progress payments shall be subject to a retention fee of ten percent (10%). Such retention shall be based on the amount due to the Contractor prior to deductions and shall be retained from every progress payment until fifty percent (50%) of the value of the works, as determined by the University, is completed. If after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made, otherwise, the ten percent (10%)

retention shall be imposed. The Contractor may, however, request for its release/substitution prior to Final Acceptance subject to the guidelines set forth in R.A. No. 9184 and its Implementing Rules and Regulations.

- 11.6 In addition to the ten percent (10%) retention mentioned above, the University reserves the right to deduct from the progress billing of the Contractor such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project in the event that the costs of such liabilities as well as uncorrected discovered defects in the project exceed the ten percent (10%) already retained by the University.
- 11.7 The University shall issue a Certificate of Final Acceptance to the Contractor upon satisfactory completion of the project. Before such Certificate is issued, the Contractor shall submit a sworn statement certifying that all taxes due from it, and all obligations for materials used and labor employed in connection with the project have been duly paid. Final payment shall be made within the reasonable period upon the Final Acceptance by the University.
- 11.8 No payments made by the University shall be construed as waiver of any claim for defects in the work materials, or breach of obligations. Acceptance by the Contractor of final payment shall be deemed a waiver of all its claims except those previously made in writing which remain unsettled at the time of Final Acceptance.

12.0 MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM

- 12.1 In accordance with Safety requirements, the Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of DOLE and all other applicable local laws and regulations and with the requirements.
- 12.2 The Contractor shall verify that appropriate safety provisions are included in the Construction Documents.
- 12.3 The Contractor shall abide with the following minimum safety and health program:
- (a) Safety Program
 - (i) Contractor provides skull guards, raincoats, working shades, and boots to employees who are assigned to hazardous areas;
 - (ii) Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, lubricate and handle them properly and should be cautious, extra careful at all times to avoid accidents while on duty;
 - (iii) Wires, nails, bolts and other pointed objects should be eradicated in the working areas to avoid possible injuries/accidents;
 - (iv) Seat belts are provided in every truck/vehicle that is being used in the project site;
 - (v) Fire extinguishers are to be placed in equipment such as fuel truck; and
 - (vi) Employees are advised on the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.

- (b) Health Program

- (i) Upon entrance, every employee automatically becomes a member of SSS and Phil Health Corporation;
- (ii) A Medicare cabinet which contains over the counter drugs and other first aid supplies are ready for use in case of sickness or accidents that occur. In case of serious incidence, they are immediately brought to nearest hospitals;
- (iii) Employees are being lectured once in a while of personal hygiene, number of children one family would have to be able to provide the family's needs of food, clothing and shelter; and
- (iv) Strictly no drinking liquor and smoking during working hours to ensure safety and for health purposes.
- (v) At the Contractor's and subcontractors' discretion, construction employees found to engage in unsafe construction site services shall receive two warnings and training prior to termination.
- (vi) The University has zero tolerance for unsafe behaviour that may cause harm to the workers and especially to the members of the University community.

13.0 SUBMITTALS AND DELIVERY

13.1 AS-BUILT PLANS

The Contractor shall prepare and submit as-built plans duly signed and sealed by an architect or civil engineer in the same sheet size and scale as the original drawings in two (2) reproducible copies, and in electronic format. CAD files prepared for the project shall be updated using the as-built plans and submitted to the Owner. The *.PDF format files shall be delivered with the CAD or BIM files.

13.2 TESTING CERTIFICATE

The Contractor shall submit a testing certificate attesting that all utilities have been tested, functioning, and are ready for use.

13.3 GUARANTEE LETTER

The Contractor shall provide a guarantee letter indicating that the Contractor is available 24/7 within one (1) year in case of concerns or problems that may arise in the project.

13.4 OPERATION AND MAINTENANCE MANUAL

The Contractor shall submit an OMM for the operation and maintenance of installed equipment and materials as required by the end-user for review and approval of the CPDO. Included in the submission shall be pertinent drawings as necessary.

END OF PART III

PART IV RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES

1.0 BIDDING PHASE

- 1.1 The University, through the Campus Planning and Development Office (CPDO) and Physical Plant Office (PPO), shall guide the bidders in locating the existing water, electrical, and other utility tapping points, sewer lines, and storm drainage and provide the plans of such, only if available.

2.0 CONSTRUCTION PHASE

3.1 RIGHT-OF-WAY

Being the Owner-Developer, the University shall secure the necessary Right-of-Way and access to the site from the date of contract award until building construction and site work is completed.

3.2 ELECTRICAL FACILITIES

The University shall assist in securing the electrical facilities for the Project by filing the application with the local electric utility. The contractor shall pay for expenses for the acquisition of the power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities.

END OF PART IV

Read and accepted as part of the Contract:

Bidder/Contractor

PART V PROJECT ACCEPTANCE AND TURNOVER

1.0 POST-CONSTRUCTION PHASE

- 1.1 The Campus Planning and Development Office shall ensure that the completed works are:
- (a) In accordance with the issued "For Construction" contract documents (plans and specifications) approved by the End User - School of Management (SOM), Campus Planning and Development Office (CPDO), and the Owner (University of the Philippines Mindanao).
 - (b) The completed works are able to perform as expected and is constructed in a way to allow successful operations and certification.
 - (c) The defects listed in the punch-list after the inspections have been corrected/rectified.
- 1.2 Should the CPDO 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.
- 1.3 The Contractor shall submit the following as part of Project turnover and closure:
- (a) **AS-BUILT PLANS**
The Contractor shall prepare and submit duly reviewed and approved as-built plans signed and sealed by an architect or civil engineer in the same sheet size and scale as the original drawings in two (2) reproducible copies, and in electronic format. CAD files prepared for the project shall be updated using the as-built plans and submitted to the Owner. The *.PDF format files shall be delivered with the CAD or BIM files.
 - (b) **CONSTRUCTION LOGBOOK**
The Contractor shall compile the duly filled up Construction Logbook as prepared and certified by the Contractor's Project Engineer.
 - (c) **TURNOVER OF BUILDING KEYS** properly labelled, prepared in minimum 3 original copies, separated with proper identification and transmittal as tested on site.
 - (d) **TESTING CERTIFICATE**
The Contractor shall submit a testing certificates attesting that all utilities have been tested, functioning, and are ready for use.
 - (e) **GUARANTEE LETTER**
The Contractor shall provide a guarantee letter indicating that the Contractor is available 24/7 within one (1) year in case of concerns or problems that may arise in the project
 - (f) **OPERATION AND MAINTENANCE MANUAL**
The Contractor shall provide a compilation of Operations and Maintenance Manuals of all installed equipment and systems indicating the warranties, service center and maintenance schedules for reference.
 - (g) **OCCUPANCY PERMIT**
The Contractor shall submit the Occupancy Permit officially issued by the Davao City Office of the Building Official serving as a proof that the structure has been completed and is ready for occupancy.

2.0 FINAL ACCEPTANCE

Upon final acceptance of the Project, the retention money for the Project shall be released accordingly, upon the request and posting of the required one (1) year guarantee bond for contract.

END OF PART V

PART VI
ANNEXES

1.0 ANNEX 1: CHECKLIST OF REQUIREMENTS – PERMIT TO CONSTRUCT

Checklist of Requirements the Contractor needs to comply for the University Campus Planning and Development Office to issue the Permit to Construct. All materials must be submitted in to Campus Planning and Development Office as photocopies for legal documents, original hardcopies of contractor submittals, and scanned PDF and PDF copies of all the requirements in a USB 2.0 or USB 3.0.

Project : **SCHOOL OF MANAGEMENT BUILDING (PHASE 2)**

Location : UP MINDANAO, DAVAO CITY

ITEM NUMBER	SHEET CONTENTS	REMARKS*
1.0	Notice of Award (NOA)	
2.0	Project Contract	
3.0	Notice to Proceed	
4.0	Minutes of Pre-Construction Meeting	
5.0	Request for Suspension and Lifting of Suspension**	
6.0	Construction Schedule and S-Curve	
7.0	PERT-CPM	
8.0	Phasing Plan**	
0.9	Manpower Scheduling	
10.0	List of Contractor's Personnel	
11.0	Equipment Utilization Schedule	
12.0	List of Contractor's Equipment	
13.0	University-issued BOQ	
14.0	Contractor's BOQ (Detailed Unit Price Analysis)	
15.0	Cash Flow Diagram	

Read and accepted as part of the Contract:

 Bidder/Contractor

16.0	Construction Plans (soft copy and hard copy for site use)	
17.0	Technical Specifications	
18.0	Building Permit	
<p><i>* To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</i></p> <p><i>**Require only if applicable to the Project</i></p> <p>Evaluated by: _____</p> <p>Campus Planning and Development Office</p>		

Read and accepted as part of the Contract:

Bidder/Contractor

2.0 ANNEX 2: REQUEST FOR INFORMATION / REQUEST FOR APPROVAL FORM

The Contractor must use the RFI/RFA Form (Sample shown below) as a cover page to all requests that needs the attention of the University through the CPDO. The editable EXCEL File will be given to the contractor along with the issuance of the Permit to Construct.

REQUEST FOR APPROVAL		GEOTECHNICAL SERVICES FOR VARIOUS UP MINDANAO SITES	
TITLE OF PROJECT:		SUBMISSION REFERENCE: RFA-SD-xx-001-referenced items/subject matter	
CONTRACT NUMBER:		PREVIOUS SUBMISSION REF: NIL	
REQUEST FOR APPROVAL		DATE OF SUBMISSION:	
<input type="checkbox"/> SHOP DRAWING (SD) <input type="checkbox"/> MATERIAL (MT)		SUBMISSION TO: ATTN:	
REQUESTED BY:		CC TO: <input type="checkbox"/> END USER <input type="checkbox"/> PROJECT ARCHITECT <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/>	
PURPOSE OF ISSUE: <input type="checkbox"/> COMMENT <input type="checkbox"/> APPROVAL		<input type="checkbox"/> CPDO DESIGN <input type="checkbox"/> CPDO CONS MGT <input type="checkbox"/> CPDO SPT <input type="checkbox"/>	
<input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> INFORMATION		ALLIED SERVICES COMMENTS:	
SN	TITLE OF DRAWING/ REFERENCES:	REV #	
D0	RFA COVER PAGE		
D1	A1 MASTER DEVELOPMENT PLAN	0	
D2	A2 PHASE 2 SITE DEVELOPMENT PLAN	0	
D3	A3 GROUND FLOOR PLAN	0	
D4	A4 SECOND FLOOR PLAN	0	
D5	E6 GROUND FLOOR AUXILIARY PLAN	0	
D6	E7 SECOND FLOOR AUXILIARY PLAN	0	
Logo of Contractor Personnel Designation and Office		T.OFFICE REPLY: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED WITH COMMENTS <input type="checkbox"/> REJECTED <input type="checkbox"/> REVISE & RESUBMIT	
		END-USER REMARKS:	
SIGNATURE: _____		SIGNATURE: _____	
DESIGNATION: _____		DESIGNATION: _____	
DATE: _____		DATE: _____	

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3.0 DETAILED UNIT PRICE ANALYSIS FORMAT (AS ATTACHED)

4.0 ANNEX 4: UNIVERSITY OF THE PHILIPPINES MASTER DEVELOPMENT PLAN: RESTROOM DESIGN STANDARDS (in PDF softcopy)

5.0 ANNEX 5: UNIVERSITY OF THE PHILIPPINES MASTER DEVELOPMENT PLAN: ACCESSIBILITY GUIDELINES (in PDF softcopy)

END OF PART VI

Read and accepted as part of the Contract:

 Bidder/Contractor