

PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 PROJECT TITLE

Repair of the College of Science and Mathematics (CSM) Polymerase Chain Reaction (PCR) Room.

1.2 GENERAL DESCRIPTION

The project shall cover the **Repair of the Polymerase Chain Reaction (PCR) Room.**

The project site of approximately 76.0 square meters at the existing College of Science and Mathematics Academic Building ground floor area is within the University of the Philippines Mindanao Campus, which is designated as an Academic Zone -1 in the ExeCom-approved UP Mindanao Campus Land Use Plan of 2016. It shall be repaired to accommodate the standard requirements of a Group C - Education and Recreation Division C-1 Seminar/Workshop/Research Laboratory Facility of one room as prescribed by the National Building Code of the Philippines and other generally-accepted design standards for such facilities.

The repairs 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, with a total floor area of approximately 76.0 square meters, is the **Repair of the Polymerase Chain Reaction (PCR) Room.**

The project has an Approved Budget for Contract (ABC) of **Five Hundred Thirty-Two Thousand Eight Hundred Eighteen and 68/100 Pesos (Php 532,818.68)**. Funding has been provided by the 2020 Academic Program Improvement (API) of the University of the Philippines (UP System).

1.3 PROJECT COMPONENTS

The project includes the following basic components:

- (a) **Repair of the Polymerase Chain Reaction (PCR) Room. 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

The existing laboratory is located at the College of Science and Mathematics (CSM) Building. This laboratory is currently being used by the Philippine Genome Center (PGC) Mindanao for the conduct of diagnostic training and tests in response to the request of Davao City to help respond to the COVID 19 pandemic. There is a need to improve the laboratory to address this need and to enhance it in reference to biosafety standards.

On 8 March 2020, President Rodrigo R. Duterte issued Proclamation No. 922, declaring a State of Public Health Emergency throughout the entire Philippines, and prompted a whole-of-government approach in addressing the COVID-19 pandemic. In response to the government's call for support, UP Mindanao through the Philippine Genome Center (PGC) Mindanao has extended its assistance to create a great impact to the City Government of Davao as well as to the region by empowering personnel of medical centers with the needed skills in running a molecular diagnostics laboratory.

3.0 PROCUREMENT MODE

The repair 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 2016 Revised IRR of RA 9184.

Choose an item.

4.0 GENERAL SCOPE OF WORK

6.1 UPON MOBILIZATION

- (a) The winning contractor shall be required to deploy the required project site engineer/s and staff during the repair duration to ensure smooth and efficient project implementation.
- (b) The winning contractor must coordinate with UP MINDANAO on other on-going projects simultaneously being implemented in the area on a weekly basis and as the needed arises.
- (c) Winning bidder shall observe and maintain cost allocation for the repair of the facility that the prepared design is within the budget set forth by the University.**
- (d) The winning contractor shall be responsible for the site clearing and other relevant activities in compliance to the requirements of all relevant government agencies.

6.2 REPAIR WORKS

- (a) General Requirements:
 - (i) Mobilization
 - (ii) Permit to Construct (PTC) from Campus Planning and Development Office
- (b) Site Clearing Works
- (c) Architectural Works
 - (i) Repair of glass partition
 - (ii) Repair of Existing Windows
 - (iii) Repair of existing unstable countertops with base cabinets
 - (iv) Repainting works
 - (v) Small repair works
- (d) Mechanical Works
 - (i) Pipe sleeve only through the wall
 - (ii) Re-piping works on airconditioning units
 - (iii) Replacement/repressurize portable fire extinguishers
- (e) Electrical Works
 - (i) Rewiring works of convenience outlets and ceiling outlets
- (f) Supply and delivery of Medical Supplies
- (g) Plumbing Works
 - (i) Re-piping works on existing emergency eyewash and safety shower station and water supply

5.0 APPROVED BUDGET AND PROJECT DURATION

- 7.1 The Approved Budget for the Contract (ABC) is **Five Hundred Thirty-Two Thousand Eight Hundred Eighteen and 68/100 Pesos (Php 532,818.68)**, including taxes and other duties.
- 7.2 The Approved Period for the Construction Phase is Ninety (90) calendar days starting seven (7) calendar days from the receipt by the Contractor of the Notice to Proceed (NTP).

END OF PART I

Read and accepted as part of the Contract:

Bidder/Contractor

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, conditions, nature and condition of the building, transportation and communication facilities, requirement and availability of materials, labor, water, electrical power and roads; location; 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. In the event that historical infrastructure plans are not available, the proponent/bidder shall include a line item that will cover the cost of completing the geodetic site survey and soil investigation. The projected cost of preliminary surveys shall be submitted with bids.
- 1.4 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

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.

- (a) The eligibility requirements shall be in accordance with the provisions of Section 23.1 of the 2016 Revised IRR of RA 9184 for the construction phase.
- (b) The eligibility criteria shall be in accordance with Section 23.4.2 of the 2016 Revised IRR of RA 9184 for the construction phases.

END OF PART II

PART III CONSTRUCTION PHASE

1.0 ELECTRIFICATION AND WATERLINE CONNECTION

The Contractor shall pay for expenses for the acquisition of the following utilities during repair works:

- (a) power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities;
- (b) waterline connection to the local waterline utility for the temporary waterline connection of the work area and temporary facilities.

2.0 REPAIR WORK SUPERVISION

- 2.1 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. The Contractor shall ensure that the site and its immediate environs are free of stagnant water that may encourage breeding of mosquitoes that may be detrimental to health.
- 2.2 The Contractor shall schedule, direct and attend Zoom meetings with other members of the Project Team as required to maintain Project progress.

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 Work.

- 2.4 Failure to comply with the required submissions shall be a ground for Work Stoppage Order from CPDO for a minimum period of one (1) to five (5) calendar days or until the necessary has been complied with, period for which will be accounted on the project duration.
- 2.5 Non-compliance to the Terms of Reference (TOR)

The Contractor shall be subject to performance evaluation as deemed necessary by the University for any non-compliance to the TOR that may affect the overall implementation and progress of the project subject to the provision stipulated in the 2016 Revised IRR of the Republic Act 9184, otherwise known as the Government Procurement Reform Act Rule XXII Section 68, and Annex E Section 8 of the same.

3.0 QUALITY CONTROL

The Contractor shall comply with the Minimum Material Testing Standards and Special Inspection and Testing Requirements.

4.0 PROJECT DURATION

- 4.1 The approved period for the Construction of the UP Mindanao Architecture Construction Laboratory at the UP Mindanao Campus is **Ninety (90) calendar days**, starting on the date stated on the Notice to Proceed (NTP) issued by the University.
- 4.2 The Contractor can only start the mobilization of the project once the Permit to Construct (PTC) is issued by the Campus Planning and Development Office (CPDO) after the compliance of the needed requirements. The Checklist of PTC Requirement shall be issued upon the Pre-Co Meeting.

5.0 PROJECT BUDGET AND SCHEDULE OF PAYMENTS

- 5.1 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 repair works of the project.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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 a reasonable period upon the Final Acceptance by the University.
- 5.8 No payments made by the University shall be construed as a 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 remains unsettled at the time of Final Acceptance.

6.0 MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM

- 6.1 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.

END OF PART III

Read and accepted as part of the Contract:

Bidder/Contractor

PART IV RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES

1.0 BIDDING PHASE

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

END OF PART IV

PART V PROJECT ACCEPTANCE AND TURNOVER

1.0 POST-REPAIR PHASE

- 1.1 The defects listed in the punch-list after the inspections have to be 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.

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