

PROJECT MANUAL VOLUME 2 TERMS OF REFERENCE

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PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title:

Davao City – University of the Philippines Sports Complex (DC – UP SC) Improvement of Multi-Purpose Building Phases 1 and 2

1.2 General Description

The project shall cover the Davao City – University of the Philippines Sports Complex (DC – UP SC) Improvement of the Multi-Purpose Building, Phases 1 and 2. The project site is situated at the east and north-east side of the DC – UP Sports Complex, University of the Philippines Mindanao, and is within COMM-2 Zone of the Proposed UP Mindanao Campus Land Use Plan of 2016 – Part of the BOR Approved Land Use and Development Infrastructure Plan (LUDIP) 2022.

Improvements 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 has an Approved Budget for the Contract (ABC) of **Fifteen Million Pesos (Php 15,000,000.00)**. Funding has been provided by the 2023 Capital Outlay for the Sports Complex. The Project will be implemented in 365 calendar days as per Section 6.0 of this document.

The site shall be developed to accommodate the required standard requirements as prescribed by the National Building Code of the Philippines, The Philippine Electrical Code, and other generally-accepted design standards for such facility.

1.3 Project Components

The project includes the following basic components:

- (a) Improvement of Multi-Purpose Building, Phases 1 and 2 involves improvement of its current electrical system, and auxiliary repair works due to damages incurred by a series of inclement weather events and earthquakes experienced in Davao City since its construction.

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

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

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2.0 BACKGROUND AND LEGAL BASIS

The Multi-Purpose Building is a component of Davao City – University of the Philippines Sports Complex Oval which is envisioned as a world-class facility that will cater to international football and other track and field events. The building will accommodate the bleachers for spectators and offices and shops on the lower level.

The City Government of Davao entered into a Memorandum of Agreement with the University of the Philippines on the 25th of January 2019 to establish a major sports facility designed to serve as a unifying venue to showcase the common and distinctive social, cultural and indigenous heritage and identity of the people of Mindanao through the development of sports and human kinetics and promote the maximum exposure and positive image of the CITY OF DAVAO as a sports, tourist, business, and investment mecca and zone for peaceful convergence of divergent cultures, races, ethnicities, and nationalities through the conduct of sports events and contests, and human kinetic challenges, whether local, national, or international. This will be accomplished through the complement of UP Mindanao through its expertise as a leader in providing affordable quality education and scholarly research, and responsive and relevant extension services to diverse, marginalized and deserving sectors in Mindanao and neighboring regions through its physical recreation activities to improve the peace and development as well as the socio-cultural attributes of Mindanao, and to inculcate a passion for excellence, creative thinking, and nationalism in the context of cultural diversity in a global community.

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 purposes intended.” RA 9500 confirms “the absolute ownership of the national university over these landholdings, including those covered by original and transfer certificates of titles 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 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

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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 Republic Act (RA) 9184, Section 2, Implementing Rules and Regulations (IRR-A).
- 3.2** Eligibility requirements shall be subject to Section 23, 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 in accordance with the provisions 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(ies).

4.0 PROCUREMENT MODE

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 IRR of RA 9184.

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5.0 GENERAL SCOPE OF WORK

Unless otherwise indicated in the Breakdown of Works, the General Scope of Work shall be the following:

5.1 General Requirements:

5.2 Site Clearing Works

5.3 Electrical Works

5.4 Electrical Auxiliaries Works

5.5 Testing and Commissioning

5.6 Auxiliary Repair Works

5.7 Environmental Corporate Responsibility Compliance, if necessary

6.0 APPROVED BUDGET AND PROJECT DURATION

6.1 The Approved Budget for the Contract (ABC) is Fifteen Million Pesos (Php 15,000,000.00), including taxes and other duties.

6.2 The Approved Period for the construction is Three Hundred Sixty Five (365) Calendar Days, starting seven (7) calendar days from the receipt by the Contractor of the Notice to Proceed.

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 to 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 from the Proponent / Bidder a certificate of site inspection signed by a representative from the End user / CPDO. The Proponent / Bidder to conduct site inspection must be a Licensed Professional / Technical Person with a valid PRC license to be photocopied and attached to the certificate of site inspection.
- 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 expenses incurred in the normal clearing of the site, excluding the cutting and removal of affected trees particularly those requiring cutting permits.
- 1.6** The Bidder shall verify the quantities in the Cost Estimate Form (CEF) provided and shall be responsible for its accuracy and completeness, in the same way that the contractor shall be responsible for the accuracy and completeness of the BOQ, such that all items of work, quantities, materials, plant, tools, equipment and labor

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to complete the Project shall be covered in his Bid. All items of work, materials, plant, tools, equipment and labor inadvertently missing in the CEF and the BOQ but called for in the Plans and/or Specifications and other Bid Documents or vice versa shall be provided by the Contractor at no extra cost to the University. Submitted, filled-up CEF's imply that the Bidder has verified all the items and the quantities and agrees to provide all required works in accordance with the Plans and/or Specifications and other Bid Documents.

The values provided in the Bill of Quantities are only guides in the preparation of the bid. The quantities derived from the plans and specifications shall prevail should there be any discrepancy with the values in the Bill of Quantities.

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.
- 2.2** 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.
- 2.3** Part of the eligibility documents of the bidder shall be a duly signed Certification of Site Inspection.

3.0 PROJECT COST ESTIMATE

- 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 based on the Scope of Works as listed in Item 6, Part I of this document.

The General Requirements shall include Mobilization, Temporary Facilities, Basic Safety Equipment, Permits and Licenses, and Demobilization as applicable.

4.0 COST ESTIMATE GUIDELINES

- 4.1** In the preparation of the detailed cost estimates, the Proponent / Bidder shall prepare the Cost Estimate Form and Cost Estimate Guide as well as the Detailed Unit Price Analysis using the template / format provided by the University.
- 4.2** In the preparation of the detailed cost estimates, the Proponent / Bidder shall be guided by the following guidelines:

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- 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 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 detailed unit price analysis for each of the pay item using the form provided in Item 6 of Part VI, Annex A.

END OF PART II

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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, in coordination with the University assigned representative, shall establish procedures for communication and coordination, and implement such procedures among the project team, subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project.
- 1.4 The Contractor, in coordination with the University assigned representative, 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 of all obstructions before and after construction.
- 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 are 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 works in the construction phase as outlined below. The Contractor shall perform other tasks not mentioned by may be required by the University or its representative 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;

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- (b) Furnish in a timely manner detailed construction and as - built drawings, shop and erection / installation drawings in accordance with the overall design;
- (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) Conduct and ensure passing of all performance tests including start-up, testing and commissioning and other relevant tests, and make reports thereon duly witnessed and certified by relevant professionals;
- (e) Submit Operations, Maintenance Manuals and Warranty Certificates and provide briefing / seminar on the use of newly installed equipment to recommended University Personnel;
- (f) Rectify all punchlisted items prior to final inspection and complete all documentation on the project prior to turn – over.

2.2 Services during the Construction Phase may vary in accordance to the progress of the construction works, performance accomplishment, or other circumstantial events that may occur, as long as the changes are approved by the University.

2.3 All Requests 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, key plan, etc. as may be appropriate etc.

3.0 PERMITS AND CLEARANCES

3.1 The Contractor shall pay for any and all incidental expenses necessary to be able to secure the following:

- (a) Permit to Construction (PTC);
- (b) Environment Clearance Certificate (ECC), if necessary;
- (c) Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, Electronics Permit, Occupancy Permit, etc.
- (d) Safety Program approved by the Department of Labor and Employment (DOLE)

3.2 The Contractor shall, upon proper authorization, make representation with the concerned government agencies to expedite the release of the said permits and clearances.

3.3 The Contractor shall secure a Permit to Construct issued by UP Mindanao prior to mobilization, with the form included herewith as Annex A-1.0 of Part VI.

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4.0 TEMPORARY STRUCTURES AND FACILITIES

- 4.1 Contractor shall undertake the design and construction of the temporary facilities which shall comply with requirements conforming to 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 Davao City – University of the Philippines Sports Complex Joint Management Committee (DC – UP SC JMC) and the Campus Planning and Development Office (CPDO), and shall maintain the following:
- (a) Temporary office and / or quarters with bunkhouses / quarters for the Contractor's work force and shall at all times maintain good housekeeping of the area.
 - (b) Temporary bunkhouses / quarters for the Contractor's work force complete with toilet and bath facilities and shall at all times maintain good housekeeping of the area.
 - (c) Board - up and Temporary enclosure of construction site where required.
- 4.2 The Contractor shall prepare and submit their health and safety standards manual duly approved by DOLE, 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 detailed Construction Schedule acceptance to the University in bar chart and Critical Path Method (CPM) format.
- 5.3 The Contractor shall submit a manpower utilization schedule.
- 5.4 The Contractor shall submit an Equipment utilization schedule.
- 5.5 The Contractor shall submit Materials Procurement schedule.
- 5.6 The Contractor shall submit an Inspection and Testing Plan.

6.0 ELECTRIFICATION AND WATERLINE CONNECTION

- 6.1 The Contractor shall at his own expense pay for the temporary power connection from the local electric company for the temporary lighting of the work area during construction.

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- 6.2 The Contractor may connect from available / existing water supply of the University for their use during construction however they should provide a duly calibrated water meter in order to keep track of their usage for billing / charging purposes.

7.0 CONSTRUCTION SUPERVISION

- 7.1 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.
- 7.2 The Construction Phase shall be deemed to commence seven (7) calendar days after the receipt of the Notice to Proceed issued by the University and shall continue until completion of the project.
- 7.3 The Contractor shall designate in writing a full time Project Engineer as the representation 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.
- 7.4 The Contractor's designated representative shall attend regularly scheduled Project progress meetings and apprise and update the Project Team of the Project status including schedule, costs, quality, and changes.
- 7.5 The Contractor may call for or schedule special meetings with the Project Team as required to maintain Project progress. The Contractor shall record and distribute the minutes of each meeting to each Project Team members. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- 7.6 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.
- 7.7 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 the 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

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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.

8.0 QUALITY CONTROL

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

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 resisting space 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.

9.0 CONSTRUCTION IMPLEMENTATION REQUIREMENTS

9.1 The Contractor can only start the mobilization of the project once the Permit to Construct (PTC) is issued by the DC – UP SC JMC / CPDO after the compliance of the requirements. The Checklist of PTC Requirements is attached on Annex 1.

9.2 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 shall not be responsible for the cost of any delays for the Project related to labor and materials procurement.

10.0 CONSTRUCTION BUDGET AND SCHEDULE OF PAYMENTS

10.1 The University shall, upon the written request of the Contractor, make an advance payment in an amount not to exceed fifteen percent (15%) of contract price allotted for the construction phase of the project.

10.2 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.

10.3 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.

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- 10.4** The University shall pay the Contractor progress payments based on billings for actual works accomplished as certified by DC – UP SC JMC and CPDO 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.
- 10.5** 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 the 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.
- 10.6** 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.
- 10.7** The University shall issue a Certificate of Final Acceptance to the Contractor upon satisfactory completion of the project. Before such Certificate is issued however, 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.
- 10.8** 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.
- 11.0** **MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM**
- 11.1** 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, and shall be duly approved by DOLE, and all other applicable local laws and regulations.
- 11.2** The Contractor shall verify that appropriate safety provisions are included in the Construction Documents.

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11.3 The Contractor shall abide with the following minimum safety and health program:

(a) Safety Program

- (i) Contractor should provide appropriate and sufficient personal protection equipment (PPE) to all employees who are enjoined to wear them properly at all times while at the work area;
- (ii) Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, maintain and handle them properly, use appropriate safety equipment during use and exercise care and extra precaution at all times to avoid accidents while on duty;
- (iii) All exposed wires, nails, bolts and other pointed objects in the working areas that could present potential hazard should be removed to avoid possible injuries/accidents;
- (iv) Proper safety protocols and procedures should be observed at all times specially when working at hazardous areas such as when working at heights, hot works and in other dangerous conditions;
- (v) Fire extinguishers should be readily accessible when working with or near combustible/flammable materials;
- (vi) The use of cigarettes, candles and other flammable materials should be restricted to avoid occurrence of fire.
- (vii) Contractor shall conduct daily tool box meetings.
- (viii) Provide full time Safety Officer on site.

(b) Health Program

- (i) All Contractor personnel deployed in the project should be registered with SSS and PhilHealth Corporation
- (ii) A medicine cabinet containing over the counter drugs and other first aid supplies ready for use in case of sickness or accidents should be provided. Observance of recommended health protocols against the spread of pandemic diseases should be strictly implemented and observed. In case of serious accidents and injuries, the injured party should be brought immediately to the nearest treatment facility/hospital;
- (iii) Employees shall be provided with lectures on personal hygiene and responsible parenthood
- (iv) Construction personnel found in violation of house rules and safety protocols shall receive two warnings prior to termination.
- (v) Drinking liquor is strictly prohibited within the campus including the use and possession of illegal and controlled substances/items. These shall be grounds for automatic and permanent ban from the project.
- (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.

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12.0 SUBMITTALS AND DELIVERY

12.1 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 three (3) reproducible hardcopies, 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.

The As-Built drawings shall be progressively prepared by the contractor, submitted and checked after completion of each construction phase/component and shall form part of the progress billings attachment/requirement.

12.2 TESTING CERTIFICATE

The Contractor shall submit a certificate for each item requiring testing duly certified by qualified professionals and witnessed by the Owner's representative attesting that said utilities have been tested, functioning to standard, and are ready for use.

Warranty certificates of special equipment installed in the project shall be submitted.

12.3 GUARANTEE LETTER

The Contractor shall provide a guarantee letter indicating his availability anytime within one (1) year in case of concerns or problems that may arise in the project.

12.4 OPERATION AND MAINTENANCE MANUAL (OMM)

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 with approval of the DC-UP SC JMC. Each OMM shall be duly received by the corresponding authorized personnel. Included in the submission shall be pertinent drawings as necessary.

12.5 RELEVANT TRAINING OF UNIVERSITY AND/OR DC-UP SC JMC PERSONNEL

The Contractor shall conduct relevant trainings free of charge on the operation of installed equipment to personnel assigned by the University and/or DC-UP SC JMC.

12.6 ENVIRONMENTAL CORPORATE RESPONSIBILITY COMPLIANCE

The Contractor shall donate and plant native trees (1.2 to 1.5m high) at the start of construction in places designated by the University at the rate of one tree per 100m² of construction area excluding parking. The Contractor shall use the following varieties of native tree species specified by the University:

- (a) *Petrocarpus indicus* (Narra)
- (b) *Carnanga odorata* (Ylang-ylang)
- (c) *Aquilaria malaccensi* (Agarwood)
- (d) *Diospyros Blancoi* (Kamagong)
- (e) *Eucalyptus deglupta* (Bagras or Rainbow tree)

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 RESPONSIBILITIES OF THE UNIVERSITY

- 1.1 The University, through the DC-UP SC JMC and Physical Plant Office (PPO), shall guide the bidders in locating the existing water, electrical, and other utility tapping points, sewer lines, storm drainage, etc. and provide such plans, if available.

2.0 CONSTRUCTION PHASE

2.1 RIGHT-OF-WAY

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. However, any payments charged for the use of the said Right-of-Way shall be shouldered by the Contractor.

2.2 PERMITS

The University shall assist the Contractor in securing the required permits including temporary electrical connection to the site by providing documents required in the filing of the application. The Contractor shall pay the fees for the installation and use of the temporary power until the completion of the project.

2.3 INSPECTION, COORDINATION AND SUPERVISION AND FINAL BILLING

The University, shall contract a Project Management Team as owner representative who will assist CPDO in the inspection, coordination and supervision of the project. The Project Management Team shall have the same authority as regular CPDO staff in the monitoring and evaluation of the project and hence should be accorded the same professional respect and courtesy. Any discourtesy shown to them shall be considered unprofessional behavior and shall be grounds for summary expulsion from the project after due process.

The University-assigned representative shall conduct site inspections, attend coordination meetings with the Contractor, validate the progress of the work and coordinate with all stakeholders in order to ensure that the goals of the project are met.

The University-assigned representative may issue Observation Reports of items/ activities requiring the immediate attention of the Contractor. In some instances, these Observation Reports may entail financial consideration as penalty after a sufficient period is provided to the Contractor for its rectification. The amount of the penalty may vary depending on the severity/gravity of the issue and will be imposed per day until such issue is formally closed. The aggregate amount will be charged at the final billing of the project.

Read and accepted as part of the Contract:

Bidder / Contractor

The University-assigned representative shall evaluate all requests of the Contractor pertaining to the Project and recommend to the University whatever action that will be deemed appropriate.

END OF PART IV

Read and accepted as part of the Contract:

Bidder / Contractor

PART V PROJECT ACCEPTANCE AND TURNOVER

1.0 PREPARATORY REQUIREMENTS

- 1.1 When deemed substantially complete, the Owner shall conduct Punchlisting and subsequent to rectification works and upon request of the Contractor shall conduct the Final Inspection of the project.
- 1.2 The Inspectorate Team shall ensure that the works are:
- (a) In accordance with the "For Construction" contract documents (plans and specifications) approved by the Owner (University of the Philippines Mindanao) represented by the End User, the Campus Planning and Development Office (CPDO), and the DC-UP SC JMC.
 - (b) Able to perform as expected and is constructed in a way as to allow successful operation.
 - (c) Satisfactorily completed and that the defects listed in the punch-list have been corrected/rectified.
- 1.3 Should the University - assigned representative/s notice additional minor defects during Final Inspection, such new items shall be corrected by the Contractor prior to Final Acceptance.
- 1.4 The Contractor shall submit the following documents prior to the issuance of the Certificate of Final Acceptance:
- (a) As-built Plan
 - (b) Operation and Maintenance Manual duly received by authorized personnel
 - (c) Testing Certificates
 - (d) Warranty certificates from suppliers of special equipment
 - (e) Guarantee letter of Contractor's Availability during Guarantee period
 - (f) Keys to locks within the project with corresponding Key Plan
 - (g) Approved Occupancy Permit

2.0 FINAL ACCEPTANCE

- 2.1 The University shall issue a Certificate of Final Acceptance upon request of the Contractor after rectification of all puchlisted items and the compliance of all documentation requirements.
- 2.2 Upon final acceptance of the Project, the retention money for the Project shall be released upon the submission of the required one (1) year contractor's guarantee bond.

END OF PART V