



University of the Philippines Mindanao

TERMS OF REFERENCE

INSTALLATION OF CEILING OF THE ADMINISTRATION BUILDING ATRIUM

UP Mindanao Campus, Mintal,
Tugbok District, Davao City

June 2024

PROJECT MANUAL

TERMS OF REFERENCE

- Construction -

Campus Planning and Development Office
OFFICE OF THE VICE CHANCELLOR FOR ADMINISTRATION




University of the Philippines Mindanao
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**INSTALLATION OF CEILING OF THE
ADMINISTRATION BUILDING ATRIUM**

UP Mindanao Campus, Mintal,
Tugbok District, Davao City


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PROJECT MANUAL TERMS OF REFERENCE

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 Consultant Bidder

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PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title:

Installation of Ceiling of the Administration Building Atrium

1.2 General Description:

The project shall cover the Installation of Ceiling of the Administration Building Atrium, which has a total ceiling area of 1810 sqm. The project area is situated at the Atrium of the Administration Building, University of the Philippines Mindanao and is within the Campus Core Zone of the BOR Approved Land Use, Development and Infrastructure Plan.

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 has an Approved Budget for the Contract (ABC) of **Seven Million, Eight Hundred Thirty-Two Thousand, One Hundred Twenty-Two (PhP 7,832,122.00)**. Funding has been provided by UP System under BOR 1382nd EO/CO

The project shall accommodate the required standard requirements as prescribed by the National Building Code of the Philippines and other generally accepted design standards for such facility.

1.3 Project Components

The project includes the following basic components:

- (a) Cleanup and Repainting of rusty truss surfaces at the Atrium.
- (b) Installation of Ceiling at the Administration Building Atrium to cover the trusses.

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

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

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2.0 BACKGROUND AND LEGAL BASIS

The UP Mindanao Admin building atrium serves as a gathering place for students, but it has been facing a recurring problem of bird droppings. Bird droppings not only pose a health hazard but also a distraction for students who are trying to concentrate on their studies. The proposed renovation of the atrium ceiling will solve this problem by covering the exposed structural members and preventing birds from nesting. This will create a clean, safe, and hygienic environment for students to gather and study. Additionally, a well-maintained atrium will improve the overall image of the university and provide students with a more pleasant and comfortable experience.

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 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.

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Bidder/Contractor

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 the 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", and the guidelines for the procurement and implementation of contracts for infrastructure projects of the IRR of RA 9184.

5.0 PROCUREMENT OBJECTIVES

- 5.1 To construct and install a ceiling 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 environment.
 - f. Can be occupied and is fully operational after move-in of the direct users.
- 5.2 To implement a turnover procedure in accordance with Part V Project Acceptance and Turnover.

6.0 GENERAL SCOPE OF WORK

- 6.1 General Requirements
- 6.2 Mobilization
- 6.3 Cleaning and Minor Repainting Works
- 6.4 Ceiling Works
- 6.5 Painting Works
- 6.6 Electrical and Mechanical Works
- 6.7 Demobilization

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7.0 APPROVED BUDGET AND PROJECT DURATION

- 7.1 The Approved Budget for the Contract (ABC) is **Seven Million, Eight Hundred Thirty Two Thousand, One Hundred Twenty Two (PhP 7,832,122.00)**, including taxes and other duties.
- 7.2 The Approved Period for the construction is **TWO HUNDRED FORTY (240) 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 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 conditions 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, shall secure a Certificate of Site Inspection issued by the University acknowledging that he has inspected the site and determined the general characteristics of the Project particularly the conditions indicated above.
- 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.
- 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 case 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 may be applied on a no loss-no gain basis provided if such is not covered by the provisions on price escalation hereof and subject further to the availability of funds.
- 1.5 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 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

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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 and items provided in the Bill of Quantities are only guides in the preparation of the bid. In case of any discrepancy with the quantities derived from the plans and those in the Bill of Quantities, the quantities derived from the plans shall prevail.

2.0 PROCUREMENT, ELIGIBILITY AND QUALIFICATION

- 2.1 All submittals and attendances required for this bidding and specified 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 procurement requirements and 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 23.1 and Section 23.4.2 of the 2016 Revised IRR of RA 9184 for infrastructure projects,.

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 based on the Scope of Works as listed in Item 6, Part I of this document.
- 3.2 The General Requirements shall include Mobilization, Temporary Facilities (if necessary), Basic safety equipment, Permits and Licences and Demobilization.

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 as 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 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.

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- (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

The Proponent/Bidder shall draw up a detailed unit price analysis for each of the pay item using the form provided in Item 6.0 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 personnel 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, during, and after construction.
- 1.7 The Contractor shall be responsible for ensuring safety in the workplace and that the actual construction area be closed off and restricted from pedestrians. Site elements that are to be retained and maintained during the course of construction shall be protected and ensured that these elements in good order and condition during the turnover.

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

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- 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's supplier.
 - (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 certified by relevant professionals and attested by the Owner's representative;
 - (e) Submit Operations and Maintenance Manuals including Warranty Certificates of identified equipment;
 - (f) Conduct a joint 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 raised and introduced using the University issued RFA/RFI Form (Annex 2) with attached supplementary shop drawings, material samples, materials specifications, and/or construction methodologies, key plan, etc. as may be appropriate.

3.0 PERMITS AND CLEARANCES

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

- (a) Environmental Compliance Certificate (ECC), including Trees Cutting Permits from the concerned government agencies, if necessary;
- (b) Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, Electronics Permit, Occupancy Permit, etc. if necessary.
- (c) Safety Program approved by Department of Labor and Employment (DOLE)

3.2 The Contractor shall, upon proper authorization, make representations 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 in Annex 1.

4.0 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 acceptable 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 a Materials Procurement schedule.
- 5.6 The Contractor shall submit their Construction Methodology. A schedule for blocking off of construction areas should be prepared for approval as it may not be possible to close off the whole Atrium area during construction.
- 5.7 The Contractor shall submit an Inspection and Testing Plan.

5.0 ELECTRIFICATION AND WATERLINE CONNECTION

- 6.1 The Contractor may connect from available/existing Electricity supply of the University for their use during construction, however, they should pay for their use based on UP Mindanao administrative charges.
- 6.2 The Contractor may connect from available/existing water supply of the University for their use during construction, however, they should pay for their use based on UP Mindanao administrative charges.

6.0 CONSTRUCTION SUPERVISION

- 7.1 The Contractor shall execute all the works under the contract in strict accordance 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 representative who will be responsible for the day-to-day management of the construction. 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 Requests 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 the previous 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.
- 7.6 The Contractor is responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work with the University. The Contractor shall keep the University informed of the progress and quality of the Work.
- 7.6.1 Observance of Schedule and Deadlines: Unless otherwise approved, the University and the Contractor shall perform their respective obligations under the Contract as expeditiously as consistently, with reasonable skill and care 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.

7.0 QUALITY CONTROL

The Contractor shall submit the Minimum Material Inspection and Testing Plan to be approved by the CPDO.

Once approved, the Contractor shall adhere to the Material Inspection and Testing Plan which shall be conducted by the Contractor's Quality Control and Assurance Testing Team and shall be witnessed by a representative of CPDO with complete documentation.

8.0 CONSTRUCTION DURATION

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- 9.1 The approved period for the Installation of Ceiling of the Administration Building Atrium is Two Hundred Forty (240) calendar days, starting on the date stated on the Notice to Proceed (NTP) issued by the University BAC
- 9.2 The Contractor may only start mobilization on the project once the Permit to Construct (PTC) is issued by CPDO upon compliance of the requirements. The Checklist of PTC Requirements is included 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 of the Project related to labor and materials procurement.

9.0 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 the contract price allotted for the construction 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 on 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 an amount derived from the percentage equal to actual project accomplishment applied to the advance payment and deducting this from the periodic progress payments to be made to the Contractor.
- 10.4 The University shall pay the Contractor progress payments based on billings for actual works accomplished as certified by the Campus Planning and Development Office (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 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, 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.
- 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.
- 10.9 The Reprogrammed Funds for this Budget Allocation are with the UP System and will be downloaded to UP Mindanao only upon request and based on the progress billing hence there will be expected additional processing time for its release. In this regard, UP Mindanao commits to assist the contractor in the follow-up of the release funds from the UP System. The Contractor however reserves the right to directly follow-up their billing from the UP System.

10.0 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.
- 11.3 The Contractor shall abide with the following minimum safety and health program:

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- (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.

- (b) Health Program
 - (i) All Contractor personnel deployed in the project should be registered with SSS and Phil Health 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.

11.0 SUBMITTALS AND DELIVERY

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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.

12.3 GUARANTEE LETTER

The Contractor shall provide a guarantee letter indicating his availability anytime within one (1) year after the completion of the project 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 CPDO. Each OMM shall be duly received by the corresponding authorized personnel. Included in the submission together with pertinent drawings/key plan as necessary.

12.5 RELEVANT TRAINING OF RECOMMENDED UNIVERSITY PERSONNEL

The Contractor shall conduct relevant trainings/briefings free of charge on the operation of installed equipment to personnel assigned by the University.

END OF PART III

PART IV RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES MINDANAO

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, storm drainage, etc. and provide such plans, only if available.

2.0 CONSTRUCTION PHASE

2.1 PROJECT MONITORING COMMITTEE

The University shall constitute a Project Monitoring Committee composed of the representative/s from CPDO and the Project Management Team, the head of the University Department/Unit or his authorized representative as End User and the Contractor's Project Engineer.

The Committee shall meet regularly to monitor and discuss issues regarding the progress of the project. The End-user representative may sign in the inspection documents however, the University Department/Unit as End User shall sign the corresponding Billing Forms to attest to the accomplishment of the Contractor.

2.2 PERMITS (If Applicable)

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 any and all permit fees including 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 of the culpable personnel 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 to ensure that the goals of the project are met.

Read and accepted as part of the Contract:

Bidder/Contractor

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 if the Contractor fails to address the issue after a sufficient period provided to the Contractor for its attention has lapsed. The **amount of the penalty** shall be agreed by both parties during the Pre-Bid Conference and 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.

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.

3.0 Billing

UP Mindanao shall process the billing of the Contractor upon their request and upon confirmed receipt of all supporting documents (Please refer to Appendix A). Since the funds are with the UP System and will be downloaded to UP Mindanao only upon request and based on the progress billing, there will be an expected additional processing time for its release. In this regard, UP Mindanao commits to assist the contractor in the follow-up of the release funds from the UP System. The Contractor however reserves the right to directly follow-up their billing from the UP System.

END OF PART IV

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PART V PROJECT ACCEPTANCE AND TURNOVER

1.0 PREPARATORY REQUIREMENTS

- 1.1 Upon request of the Contractor, the University through the Project Management Committee shall conduct Punch listing and subsequent 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 Procuring Entity (University of the Philippines Mindanao) represented by the End User and the Campus Planning and Development Office (CPDO).
 - (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) **Final Statement of Works Accomplished (SWA)**
 - c) **Warranty Security**
 - d) **Certificate of Completion to be Signed by UP Mindanao**
 - e) **Final Inspection Report**
 - f) **Statement of Time Elapsed**
 - g) **Pictures/Geo tagged Photos of Before/During and After Construction of Items of Work especially the embedded Items.**
 - h) Operation and Maintenance Manuals duly received by authorized personnel.
 - i) Testing Certificates
 - j) Guarantee letter of Contractor Availability and Warranty certificates from suppliers of special equipment

2.0 FINAL ACCEPTANCE

- 2.1 The University shall issue a Certificate of Final Acceptance upon request of the Contractor after rectification of all punch listed items and the compliance of all documentary requirements.

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- 2.2 Upon after final acceptance of the Project, the retention money for the Project shall be released after posting of the required one (1) year guarantee bond by the Contractor.

END OF PART V

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Bidder/Contractor

PART VI**ANNEX A****1.0 ANNEX A1: CHECKLIST OF REQUIREMENTS – PERMIT TO CONSTRUCT**

The Contractor needs to comply these Checklist of Requirements for the University to issue the Permit to Construct. All materials must be submitted into the University as photocopies for legal documents, original hardcopies of contractor submittals, and scanned PDF and PDF copies of all the requirements in a USB Flash drive/E-Mail.

Project : INSTALLATION OF CEILING OF THE ADMINISTRATION BUILDING ATRIUM
 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	Materials Procurement Schedule and 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	Construction Methodology	
14.0	University-issued BOQ	

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 Bidder/Contractor

15.0	Contractor's BOQ (Detailed Unit Price Analysis)	
16.0	Cash Flow Diagram	
16.0	Construction Plans (soft copy and hard copy for site use)	
17.0	Technical Specifications	
18.0	Building Permit	
19.0	Safety Program duly approved by DOLE	
<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>**Required only if applicable to the Project</i></p> <p>Evaluated by: _____</p>		

Read and accepted as part of the Contract:

Bidder/Contractor

2.0 ANNEX A2: 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	REQUEST FOR INFORMATION	PROJECT TITLE																																							
TITLE OF PROJECT: _____ CONTRACT NUMBER: _____ REQUEST FOR APPROVAL <input type="checkbox"/> / REQUEST MATTER <input type="checkbox"/> <input type="checkbox"/> PERMISSIVE MATTER <input type="checkbox"/>	PREVIOUS SUBMISSION REF. NO.: _____ DATE OF SUBMISSION: _____ SUBMISSION TO: <u>ATFM</u> CC NO. <input type="checkbox"/> CPDO USER <input type="checkbox"/> CPDO COM SEC <input type="checkbox"/> CPDO APT <input type="checkbox"/> PROJECT ARCHITECT <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/> PROJECT COMB SEC <input type="checkbox"/> PROJECT APT <input type="checkbox"/>	PROJECT TITLE: _____ PROJECT NUMBER: _____ DATE: _____																																							
REQUESTED BY: _____ PURPOSE <input type="checkbox"/> COMMENT <input type="checkbox"/> OF ISSUE <input type="checkbox"/> CORRECTION <input type="checkbox"/>	TITLE OF WORKING REFERENCES: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____	PROJECT COMB SEC <input type="checkbox"/> PROJECT APT <input type="checkbox"/> PROJECT ARCHITECT <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/>																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			NO.	REV	DESCRIPTION																																				
NO.	REV	DESCRIPTION																																							
Signatures: Requester: _____ Approved: _____ Rejected: _____	Signatures: For Information: _____ Approved: _____ Rejected: _____	Signature: Information: _____ Approved: _____																																							
Date: _____	Date: _____	Date: _____																																							

Read and accepted as part of the Contract:

Bidder/Contractor

3.0 ANNEX A3: Blank Bill of Quantities

TO BE ATTACHED

Read and accepted as part of the Contract:

Bidder/Contractor

4.0 ANNEX A4: Detailed Unit Price Analysis Format

Project Title University of the Philippines Mindanao UP Mintal, Tugbok District, Davao City						
DETAILED PRICE ESTIMATES						
ITEM NO.					Quantity	Unit
Name of BOQ Item						
MATERIALS COST						
Name	Specification Dimension	Quantity	Unit	Unit Price	Amount	Unit Price Component
Sub-Total A						
EQUIPMENT COST						
Name/Model	Capacity HP Prod Rate	No. of Days/Hrs	No. of Days/Hours	Daily/Hourly Rate	Amount	Unit Price Component
Sub-Total B						
LABOR COST						
Designation	Production Rate	Numbers	No. of Days/Hours	Daily/Hourly Rate	Amount	Unit Price Component
Sub-Total C						
TOTAL DIRECT COST: D = A + B + C						
Workdays to Complete		Overhead/Contingency/ Profit/Mark-Up		%		
Calendar days to Complete	OCM	E1	%		F = D*E1	
	Customs Duties (if applicable)	E2	%		G = A*E2	
	PROFIT	E3	%		H = D*E3	
	Total Compulsory Items					I = F+G+H
	VAT	E4	%		J = (D+I)*E4	
	Total Indirect Costs					K = I+J
Signature	Total Cost of Item				L = D+K	
	Unit Cost of Item				M = L/Q	

Read and accepted as part of the Contract:

Bidder/Contractor

5.0 ANNEX A5: BILLING CHECKLIST AS REQUIRED BY COA

CHECKLIST FOR PAYMENT TO SUPPLIERS - A12. INFRASTRUCTURE PROJECTS

COA C/R NO. 2023-004 DTD JUNE 14, 2023 (as of 04 August 2023)

Advance Payment for Mobilization Cost

- Irrevocable Standby Letter of Credit/Security Bond/Bank Guarantee (2 copies)
- Notice of Award (2 copies)
- Notice to Proceed (2 copies)

Progress Payments

- Statement of Work Accomplished (SWA) (2 copies)
- Progress Billing Statement (2 copies)
- Inspection Report by the Agency's Authorized Engineer (2 copies)
- Results of Test Analysis, if applicable (i.e., soil, strength, etc.) (2 copies)
- Contractor's Affidavit on payment of laborers and materials (2 copies)
- Pictures/Geotagged Photos, before, during and after construction of items of work especially the embedded items (2 copies)
- Certificate of Percentage of completion (2 copies)
- Updated Performance Security and/ Bank Guarantee (if expired)

Final Payment

- As-Built Plans (2 copies)
- Final SWA (2 copies)

- Warranty Security (2 copies)
- Certificate of Completion (2 copies)
- Copy of turn-over documents/transfer of project and facilities such as motor vehicles, laptops, and other equipment and furniture included in the contract to concerned government agency (2 copies)
- Certificate of Acceptance by the Agency (2 copies)
- Final Inspection Report of the Agency's authorized Engineers and/or Inspectorate Team (2 copies)
- Statement of Time Elapsed (2 copies)
- Pictures/Geotagged Photos before, during and after construction of items of work especially the embedded items (2 copies)

Release of Retention Money

- Warranty security in form of cash, bank guarantee, irrevocable standby letter of credit from a commercial bank, GSIS or surety bond callable on demand (2 copies)
- Certification from the end-user that the project is completed, inspected and accepted (2 copies)
- OIC Memo (if applicable) (2 copies)

Read and accepted as part of the Contract:

Bidder/Contractor

PART VI

ANNEX B

All items illustrated in the Final "For Construction Drawings" including those not itemized in the Bill of Quantities are part of the Scope of Works of the Contractor. Reciprocally, All Items documented in the Bill of Quantities shall be part of the Scope of Works of the Contractor even if they are not included in the For Construction Drawings.

ANNEX B.1: PLANS

Read and accepted as part of the Contract:

Bidder/Contractor