

**SECTION 1 CONTRACT FOR CONSULTANCY SERVICES  
(DESIGN SERVICES FOR THE IMPROVEMENT & REPAIR OF CSM RESEARCH  
AND TEACHING LABORATORIES)**

**KNOWN ALL MEN BY THESE PRESENTS:**

This Contract is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, through its constituent university in Mindanao, with principal address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **DR. SYLVIA B. CONCEPCION, Ph.D.**, hereinafter referred to as the "**UPMin**";

-and-

The **A.C ONG CONSULTING INC.**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at 2F Optima Building 221 Salcedo Sts., Legaspi Village, 1229 Makati City, represented herein by its President/Managing Director, **Engr. ALDEN C. ONG**, hereinafter referred to as the "**CONSULTANT**".

*RECITALS:*

1. The UNIVERSITY has a project "**DESIGN SERVICES FOR THE IMPROVEMENT & REPAIR OF CSM RESEARCH AND TEACHING LABORATORIES**", with an approved budget of Eight Hundred and Twenty Four Thousand One Hundred Sixty Six Pesos and 67/100 Only (P824,166.67).
2. In accordance with Section 24.5 of the Implementing Rules and Regulations of RA 9184, the shortlisting was conducted with only the lone eligible bidder in the short list.
3. Upon detailed evaluation of the technical and financial proposal of the lone bidder using the Quality Cost Evaluation Procedure (QCBE) and upon verification for compliance with terms of references, its bid was found to be responsive to all the requirements.
4. On 20 May 2015, the Bids and Awards Committee issued Resolution No. 2015-11 declaring A.C. ONG CONSULTING, Inc. as the most eligible (Highest Rated) Calculated and Responsive Bid for the project and subsequently a Notice of Award was issued by the UNIVERSITY in favor of the CONSULTANT at a contract price of Eight Hundred Twenty Thousand Nine Hundred Sixty Pesos only (P820,960.00) which the latter accepted.

NOW THEREFORE, the parties agree as follows:

*officers*

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## SECTION 1. CONTRACT DOCUMENTS

- a) The CONSULTANT and the UNIVERSITY shall be bound by the provisions contained in the following documents, hereinafter referred to as the "Contract Documents". In case of conflict, the Contract Documents shall take precedence over one another in the following order:
- 1) The Terms of Reference (TOR) and such other amendments contained in the bid bulletin issued for the Contract; and
  - 2) The CONSULTANT technical and financial proposals;
- b) The Contract Documents shall form the Contract between the CONSULTANT and the UNIVERSITY superseding the contents of any negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

## SECTION II. OBLIGATIONS OF THE CONSULTANT

The main objective of the Design Services is to produce the final and complete set of contract documents as requirement for the bidding process. The CONSULTANT will perform the following:

- (1) To conduct preliminary services to include conference with the University's authorized representative and inspection of the project site;
- (2) To conduct design development studies and produce approved Schematic Design based from the output of the conference;
- (3) To produce complete set of Contract Documents consisting of the following:
  - a) Complete set of Technical Drawings (Architectural, Structural, Electrical, Sanitary/plumbing & Mechanical)
  - b) Technical specifications;
  - c) Bill of Quantities and detailed cost estimates;
  - d) Structural design analysis; and
  - e) Building permit forms.
- (4) To sign and seal all Contract Documents; and
- (5) To conduct periodic visits during construction.

## SECTION III. SCOPE OF WORKS

The CONSULTANT and its allied professionals shall perform the following tasks in three (3) phases:

### 3.1 Design Development Phase

- a) Prepares Design Development Documents consisting of the following:
- 1) Schematic design that includes perspective, floor plans, elevations, and sections;
  - 2) Outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of structure, electrical, and Sanitary systems.
- b) Submits to the UNIVERSITY a further Statement of Probable Project Construction Cost.

### 3.2 Contract Documents Phase

- a) Prepares from approved Design Development Documents, the complete Construction Drawings and Specifications setting forth in detail the work required for the architectural, structural, electrical, plumbing/sanitary, mechanical and other service-connected equipment.
- b) Prepares Technical Specifications describing type and quality of materials, finish, manner of construction and the general conditions under which the project is to be implemented.
- c) Prepares Bill of Quantities and Detailed Cost Estimates using UNIVERSITY's Detailed Estimate format.
- d) Furnishes the UNIVERSITY the following:
  1. One (1) set original copy (in tracing paper and soft copy in AUTOCAD file) of drawings;
  2. Six (6) complete sets of drawings in blueprint (all signed & sealed);
  3. Three (3) sets of Technical Specifications (in hard & soft copy);
  4. Three (3) sets of Bill of Quantities and Detailed Cost estimates (in hard and soft copy);
  5. Three (3) sets of signed and sealed Structural Design Analysis; and
  6. One (1) set of signed and sealed Building Permit forms.
- e) Keeps the UNIVERSITY informed of any adjustments to previous Statements of Probable Project Construction Cost indicated by changes in scope, requirements or market conditions.
- f) Assist in filing the required documents to secure approval of government authorities having jurisdiction over the design of the project.

### 3.3 Construction Phase

- a) Assists and advises in securing bids, tabulation and analysis of bid results, and making recommendations on the award of construction contracts, and in preparing formal contract documents.
- b) Prepares supplementary drawings required to suit actual field conditions.
- c) Checks detailed construction and as-built drawings, shop and erection drawings submitted by contractors.
- d) Makes periodic visits to the project site to familiarize him/herself with the general progress of work and quality of materials and workmanship and to determine whether the work is proceeding in accordance with the Contract Documents. During such project site visits and on the basis of his observation he/she shall report to the UNIVERSITY defects and deficiencies noted in the work of Contractors, and shall condemn work found failing to conform to the Contract Documents.
- e) Observes performance tests and start-up and making report thereon.
- f) Makes a final inspection and report of completed project.

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#### SECTION IV. HUMAN RESOURCE REQUIREMENTS

The CONSULTANT should have a business permit and SEC registration and should either be a licensed Civil Engineer or Architect registered with Professional Regulation Commission. He/she should hold an updated and valid PRC License or ID. The CONSULTANT will be the one responsible for the hiring of his allied professionals to include – Architect/Civil Engineer, Sanitary Engineer/Master Plumber, Professional Electrical Engineer, Mechanical Engineer, draftsman, autocad operator, renderer, quantity surveyor/estimator, specification writer, and other manpower requirements necessary to accomplish the tasks stated above.

#### SECTION V. SCHEDULE OF PAYMENTS

The contract amount for the Design Services is **Eight Hundred Twenty Thousand Nine Hundred Sixty Pesos only (P820,960.00)**, including taxes and other duties. The schedule of payment will be as follows:

- a) Upon signing of the Contract – 5%
- b) Upon submission of the Approved Design Development Documents – 25%
- c) Upon submission of complete signed and sealed Contract Documents – 50% and
- d) Upon completion of the Construction Phase – 20%

Upon request of the CONSULTANT the UNIVERSITY agrees to make partial payments during each of the various stages of work, provided that such payments are within the framework of the payments outlined above.

#### SECTION VI. SCHEDULE OF THE DELIVERY OF SERVICES

The CONSULTANT should deliver to the UNIVERSITY the Approved Design Development Documents and the complete signed and sealed Contract Documents in not more than 30 and 90 Calendar Days, respectively, from the effective date of Notice to Proceed (NTP). Services during the Construction Phase will vary in accordance to the progress of the construction works, performance accomplishment of the Contractor, or whatever circumstantial events that may occur in the future.

#### SECTION VIII. CHANGES AND/OR REVISIONS

Any changes and/or revisions requested by the UNIVERSITY after approval of the Design Development Documents shall be subjected to compensation agreed by both parties.

#### SECTION IX. OWNERSHIP OF DOCUMENTS

Contract documents shall remain the property of the CONSULTANT whether the design is executed or not. Additional copies when required will be for the account of the UNIVERSITY.

#### SECTION X. DISPUTE RESOLUTION

1. All disputes, controversies or claims arising out of or relating to this contract, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party from the party injured.

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2. All such conflicts which cannot be decided by the negotiation and/or mediation shall be decided by the arbitration in accordance with the rules of arbitration contained in the UNICITRAL Model Law as adopted in Republic Act No. 9285 or the ADR Law of 2004.

3. For this purpose, there shall be three (3) arbitrators with each party appointing one each, and those appointed selecting the third arbitrator who shall be the chair of the arbitral panel. The appointing authority mentioned in Article 6 of the UNICITRAL Model Law and Article 26 of Republic Act No. 9285 shall be the Commissioner on Higher Education.

4. The place of arbitration shall be in UP Diliman, Quezon City without prejudice to holding hearings in another place for the convenience of the witnesses that may be presented by the parties. The language of the arbitration shall be in English or Filipino.

5. Each party shall deposit half of the costs for arbitration that will be determined by the arbitration panel without prejudice to recovering such costs that may be awarded in the Arbitration Award.

### SECTION XI. LIABILITY CLAUSE

The UNIVERSITY shall not be liable for any damage or prejudice caused to third persons arising out of related to this contract, provided that there was no negligence on the part of the UNIVERSITY.

### SECTION XII. TAXES

Taxes or other fees, if there be any, shall not be borne by the UNIVERSITY.


### SECTION XIII. AMENDMENTS AND REVISIONS


All amendments or revisions of any provision of this contract shall be upon the prior written mutual consent of both parties subject to the execution of an appropriate instrument for the purpose.

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IN WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_ day of  
JUL 21 2015 at Davao City, Philippines.

<b>UNIVERSITY OF THE PHILIPPINES MINDANAO</b>  <i>Handwritten signature</i> <b>Prof. SYLVIA B. CONCEPCION, Ph.D.</b> Chancellor	<b>A.C ONG CONSULTING INC.</b>  <i>Handwritten signature</i> <b>Engr. ALDEN C. ONG</b> President
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SIGNED IN THE PRESENCE OF:

  
**ANTONIO R. OBSIOMA, Ph.D.**  
Vice-Chancellor for Administration  
U.P. Mindanao

  
**ZENAIDA G. CALATRAVA, CPA**  
Chief, Accounting Office  
U.P. Mindanao

Republic of the Philippines  
CITY OF DAVAO.....)SS.  
X-----CITY OF MAKATI-----X

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Davao, Philippines personally appeared:

NAME	IDENTIFICATION
<b>SYLVIA B. CONCEPCION</b>	TIN 110-837-312-000 24 June 1999
<b>ALDEN C. ONG</b>	PRC 68251 02 Dec 1993

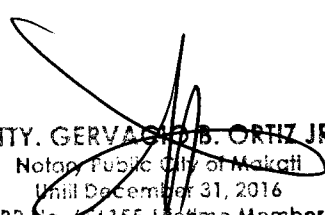
Known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent in this instance.

This instrument refers to a Contract for Consultancy Services (DESIGN SERVICES FOR THE IMPROVEMENT & REPAIR OF CSM RESEARCH AND TEACHING LABORATORIES) consisting of six (6) pages, including this page. The parties and their instrumental witnesses have signed every page.

**WITNESS MY HAND AND NOTARIAL SEAL** this   **AUG 03**   day of   **2015**    
2015 at Davao City, Philippines.



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Series of 2015.

  
**ATTY. GERVASIO B. ORTIZ JR.**  
Notary Public City of Makati  
Until December 31, 2016  
IBP No. 656155-Lifetime Member  
MCLE Compliance No. V-0006934  
Appointment No. M-199-(2015-2016)  
PTR No. 4748512 Jan. 5, 2015  
Makati City Roll No. 40091  
101 Urban Ave., Compos Kueña Bldg.  
Brgy. Pio del Pilar, Makati City

