



UNIVERSITY OF THE PHILIPPINES MINDANAO
Legal Office

Administration Building, Mintal, Tugbok District, Davao City
Telefax: (082) 293-0863 (loc. 214); E-mail: legal.upmindanao@up.edu.ph



CR 2021-020

DATE: 17 FEBRUARY 2021

FOR: CHANCELLOR LARRY N. DIGAL, Ph.D.

FROM: LEGAL OFFICE

SUBJECT: **CONTRACT AGREEMENT**
- UNIVERSITY OF THE PHILIPPINES MINDANAO AND
PALAFOX ASSOCIATES
(Detailed Architectural and Engineering Design
Services of the UP Mindanao College of Human
Kinetics (CHK) Building)

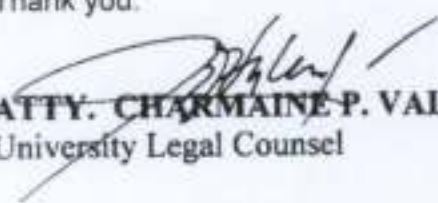
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Greetings!

NO LEGAL INFIRMITIES.

Kindly furnish the Legal Office with a copy (1 copy) of the notarized contract/agreement.

Thank you.


ATTY. CHARMAINE P. VALENTIN
University Legal Counsel

NOTED:


PROF. LARRY N. DIGAL, PhD
CHANCELLOR

CONTRACT AGREEMENT
(Detailed Architectural and Engineering Design Services of the UP Mindanao College of Human Kinetics (CHK) Building)

THIS AGREEMENT is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, through its constituent unit, the **UNIVERSITY OF THE PHILIPPINES MINDANAO (UP MINDANAO)**, established by virtue of Republic Act No. 7889, with office address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **DR. LARRY N. DIGAL, Ph.D.**; hereinafter referred to as the "**UNIVERSITY**"

and

The **PALAFX ASSOCIATES**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at 5/F PCCI Corporate Center 118 L.P. Levista St., Salcedo Village, 1227 Makati City represented herein by its Founder and Managing Partner, **AR. EnP. FELINO PALAFX JR.**, hereinafter referred to as the "**ARCHITECT**".

WHEREAS, the UNIVERSITY is desirous that the ARCHITECT executes **Detailed Architectural and Engineering Design Services (DAEDS) for the Proposed Two-Storey College of Human Kinetics Academic and Training Building**, hereinafter called "the Work" and the UNIVERSITY has accepted the Bid for **Six Million Seven Hundred Eighty-Nine Thousand and Ninety Pesos (P6,789,090.00)** by the ARCHITECT for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as the respectively assigned to them in the Conditions of contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. Philippine Bidding Documents (PBDs);

- i. Drawings/Plans;
- ii. Specifications;
- iii. Bill of Quantities;
- iv. General and Special Conditions of Contract;
- v. Terms of Reference (TOR); and
- vi. Supplemental or Bid Bulletins, if any.

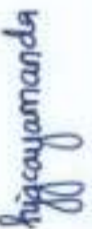
b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.



3. **PAYMENTS** - In consideration of the payments to be made by the UNIVERSITY to the ARCHITECT as hereinafter mentioned, the ARCHITECT hereby covenants with the UNIVERSITY to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The UNIVERSITY hereby covenants to pay the ARCHITECT in consideration of the provision of the services. The Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

The Contract Price is inclusive of all duties, taxes, license premiums, fees and charges which may accrue by virtue of the WORK, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contribution imposed by law and insurance. All such fees shall be for the account of the ARCHITECT. Any exemption in the payment of the foregoing shall be credited to the UNIVERSITY. The ARCHITECT is obligated to inform the UNIVERSITY in writing of any exemption obtained or granted to it with respect to taxes, licenses, and other fees. The ARCHITECT shall pay all cost incurred in the preparation of this Agreement, including notarial fees.

No changes shall be made on the contract price by reason of escalation in currency, the price of materials, tolls, equipment, or labor supervising during the course of the project, except under conditions specified by Law. Any adjustment in the Contract Price shall be done in accordance with guidance provided by law.

The schedule of payments shall be based on the services delivered and the completed milestones stipulated in the schedule provided for in the Terms of Reference (TOR) Part 1 Section 7.0 under Project Design Consultancy Services Duration, Submissions and Schedule. Any changes in the delivery dates shall be mutually agreed upon in writing between parties.

4. **PERIOD OF WORK** - The ARCHITECT shall complete the aforementioned Project within One Hundred Eighty (180) calendar days, starting from receipt of the Notice to Proceed ready for use of UNIVERSITY unless prevented by causes like strikes, accidents, typhoons, floods and other natural calamities or other unforeseen events, which render the work incapable of completion, in which case the UNIVERSITY shall have the power to extend the time and shall certify accordingly.

No extension of contract time whatsoever shall be granted to the ARCHITECT due to ordinary/unfavorable conditions, non-availability of equipment or personnel to be deployed, labor problems and such causes for which the UNIVERSITY is not directly responsible, or when time-affected activities do not fall within the critical part of the network. The Provisions of RA 9184 and its IRR shall apply in case of suspension of work.

5. **60-DAY EARLY EVENT SCHEDULE** - The ARCHITECT shall provide the UNIVERSITY with the 60-DAY EARLY EVENT SCHEDULE within 14 days from the signing of this Agreement. This is to inform all work groups of the scheduled obligations at the initiation of the WORK and all critical key milestones. This schedule is driven by priorities to be established by the Consultant Master Project Schedule and Summary Schedules (CMPS).

The 60-day Early Event Schedule shall be maintained and updated as the execution schedule until such time when the CMPS baseline is approved.

The ARCHITECT may replace its personnel upon just and reasonable ground, provided however, that the UNIVERSITY shall give its consent in writing.

6. **REPORTS** - The ARCHITECT shall prepare and submit weekly and monthly reports on all phases of the DAEDS preparation as required by the UNIVERSITY. The manner and schedule of the submission of the reports shall be determined by the UNIVERSITY.

7. **PROJECT MEETINGS** - The ARCHITECT shall attend all meetings requested by the UNIVERSITY as deemed necessary.

8. **SUBCONTRACT** - The ARCHITECT shall not assign, transfer, pledge, convey, subcontract or make any other disposition of the Contract or any part or interest therein under this Contract without the consent of the UNIVERSITY.

9. **LIQUIDATED DAMAGES** - In the event the ARCHITECT refuses or fails to deliver within the time herein specified, or within the period or extension that may be granted by UNIVERSITY, if any, UNIVERSITY is hereby authorized to deduct liquidated damages from any amount due under this contract.

To be entitled to such liquidated damages, UNIVERSITY does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the ARCHITECT under the Contract and/or collect such liquidated damages from the securities posted by the ARCHITECT whichever is convenient to UNIVERSITY.

The amount of liquidated damages to be paid by the ARCHITECT shall be ONE TENTH OF ONE PERCENT (1/10 of 1 %) of the cost of the unperformed portion of the works for every day of delay.

The provisions of RA 9184 and its IRR on liquidated damages shall apply in case of liquidated damages.

10. **VIOLATION OF TERMS AND CONDITIONS** - If the ARCHITECT in any manner neglects or fails to perform any agreement herein stipulated, UNIVERSITY shall give written notice to the ARCHITECT to proceed with such work and to perform such agreement, and if it shall fail to do so accordingly within five (5) days from receipt thereof, shall be liable to the UNIVERSITY for the amount incurred in excess of the contract price plus other damages UNIVERSITY may suffer by reason thereof.

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

12. **AMENDMENTS AND REVISIONS** - All amendments or revision of any provision of this contract shall be upon the prior written consent of both parties subject to the execution of an appropriate instrument for the purpose.

13. **APPLICABLE LAWS** - Provisions in the Republic Act 9184, Republic Act No. 8393 (Intellectual Property Code) and Republic Act No. 10173 (Data Privacy Act) and its Implementing Rules and Regulations shall be deemed applicable. Other relevant laws and jurisprudence are suppletory in nature. In case of inconsistency in the provisions in this contract, RA 9184 and its IRR shall prevail.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

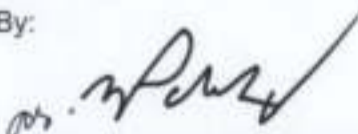
**UNIVERSITY OF THE PHILIPPINES
MINDANAO**

PALAFX ASSOCIATES

By:


LARRY N. DIGAT, Ph.D.
Chancellor


By:


AR. EnP. FELINO PALAFOX JR.
Founder and Managing Partner



Signed in the presence of:

higcayamanda
KAREN JOYCE G. CAYAMANDA, Ph.D.
Vice Chancellor for Administration
UP Mindanao


MERRY ANN C. BORNALES
Contracts Officer
Palafox representative

Republic of the Philippines)
DAVAO CITY) ss.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit:

Name	Gov't Issued ID	Date Issued
1. Larry N. Digal, Ph.D.	L02 84-050180	_____
2. Ar. Felino Palafox Jr.	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of ___ () pages including this page where the acknowledgment is written, refers to a Contract Agreement between the University of the Philippines Mindanao and Palafox Associates. It has been signed by the parties and their instrumental witnesses at every page.

WITNESS MY HAND AND NOTARIAL SEAL this ____ day of _____ 2020 at Davao City, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021.



OFFICIAL RECEIPT
 Republic of the Philippines
City of Makati
OFFICE OF THE TREASURER
 MISCELLANEOUS TAXES AND FEES DIVISION 181

Accountable Form No. 51
 Revised January, 1992

ORIGINAL

DATE: 01/09/2020

8131093MG
 No. MKT 8131093

TRAN #1 0008201

Payee: **PALAFOX, JR., FELINO A**

NATURE OF COLLECTION	Fees And ACCOUNT CODE	AMOUNT
PROFESSIONAL TAX	Php	300.00
Sub-Total	Php	300.00
ARCHITECT, 2020.		PHP 300.00

Amount in Words: **THREE HUNDRED PESOS**

12/31/2020

Received by Cash
 Treasury Warrant
 Check
 Money Order

Treasury Warrant, Check, Money Order Number: _____

Signature: _____

PAULINE A. OBRADOR

JESUSA E. ORETA
 City Treasurer
 Collecting Office

1-81



Republic of the Philippines
PROFESSIONAL REGULATION COMMISSION
 PROFESSIONAL IDENTIFICATION CARD



LAST NAME: PALAFOX
 FIRST NAME: FELINO JR
 MIDDLE NAME: ALBANO
 REGISTRATION NO.: 0003725
 REGISTRATION DATE: 11/09/1972
 EXPIRES: 03/16/2023



Professional Regulation Commission
www.prc.gov.ph

CERTIFICATION

This is to certify that the person whose name, photograph, and signature appear herein is a duly registered professional, legally authorized to practice his/her profession with all the rights and privileges appurtenant thereto.

This is to certify further that herein is a professional in good standing and that his/her certificate of registration/professional license has not been suspended, suspended or withdrawn.

19-2537918

[Signature]
 Director of Professional Regulation
TEOFILO S. PALANCO, JR.
 Chairman

[Handwritten signatures]