

CONTRACT AGREEMENT

(Repair of fire Hydrant System at the Administration, CHSS and EBLH 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, **LARRY N. DIGAL, Ph.D.**; hereinafter referred to as the "**UNIVERSITY**"

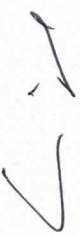

and

The **TWO DEGREES CONSTRUCTION AND SUPPLY**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at Lot 3 Block 15, Pag-Ibig Buhangin sa Subdivision, Davao City represented herein by its Proprietor/General Manager, **MS. KATTY M. LACABA.**, hereinafter referred to as the "**CONTRACTOR**".


WHEREAS, the UNIVERSITY is desirous that the CONTRACTOR execute **Repair of Fire Hydrant System at the Administration, CHSS and EBLH Building**, hereinafter called "the Work" and the UNIVERSITY has accepted the Bid for **Two Million Three Hundred Thousand Ten Pesos and 56/100 (P2,300,010.56)** by the CONTRACTOR for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plan;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other Contract documents that may be required by existing laws and/or the Entity.
 3. **PAYMENTS** - In consideration of the payments to be made by UNIVERSITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the UNIVERSITY to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.



The UNIVERSITY hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.



The Contract Price is inclusive of all duties, taxes, license premiums, fees and changes which may accrue by virtue of the PROJECT, such as but not limited to permit and