

## GENERAL CONSTRUCTION AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is executed by and between:

The **UNIVERSITY OF THE PHILIPPINES MINDANAO**, a constituent unit of the University of the Philippines, the national university of the Philippines, created by virtue of Act No. 1870, as amended and reorganized and operating by virtue of Republic Act No. 9500, with office address at Administration Building, Mintal, Tugbok District, Davao City, represented by its Chancellor, **PROF. SYLVIA B. CONCEPCION, Ph.D.**, hereinafter referred to as the "**UNIVERSITY**";

and

**ENGR. EACO BUEN J. PONDOC**, of legal age, proprietor and doing business under the name and style of **TWINA BUILDERS AND SUPPLY** with office address at Purok 10 Poblacion, Nabunturan, Compostella Valley, hereinafter referred to as the "**CONTRACTOR**".

### RECITALS:

The UNIVERSITY has a project entitled "**RENOVATION AND REPAIR OF THE CHSS TEACHING FACILITIES**" (hereinafter, the "**PROJECT**").

BAC Resolution No. 2014-009 dated 5 May 2014 was issued manifesting that Twina Builders and Supply was found to be the lowest calculated and responsive bid and recommending award of the PROJECT.

A Notice of Award dated 12 May 2014 was granted to the CONTRACTOR, who has accepted the PROJECT under a set of terms and conditions, representing oneself to be especially competent, skilled, and fully equipped with the necessary materials, manpower and equipment necessary for undertaking the PROJECT.

**NOW THEREFORE**, the parties agree as follows:

### ARTICLE 1 SCOPE OF WORK

- 1.1 The CONTRACTOR shall familiarize the Plans & Specifications and bear the responsibility to check all numbers and units as may be indicated in the Plans, Bill of Quantities (BOQ), and Specifications. It is understood that the contractor shall install the actual required units approved on the Plans, BOQ and Specifications.
- 1.2 Materials and workmanship deemed necessary to complete the works but not specifically mentioned in the Specifications, Working Drawings, BOQ, or in the other Contract Documents, shall be supplied and installed by the Contractor without extra cost to the University. Such material shall be of the highest quality available and installed or applied in a workmanlike manner at prescribed or appropriate locations.



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- 1.3 Only the University Engineer shall interpret the Plans and Specifications. The Contractor is enjoined to confer with the University Engineer on items for clarification. No excuses shall be entertained for misinterpretation of the Plans and Specifications after the award of the contract.
- 1.4 One set of clean Plans and Specifications shall always be kept at the job site to be available to the inspectors upon request during the construction period.
- 1.5 The Contractor/Project Administrator shall conduct thorough inspection and shall familiarize himself with the existing job site condition.
- 1.6 The Scope of Work shall include all works to implement the whole set of approved plans, working drawings, Bill of Quantities (BOQ) and specifications.
- 1.7 All items shown on the Plans and not mentioned in the Specifications and BOQ and or vis-à-vis shall be included. Discrepancies are to be verified with the Engineer.
- 1.8 Final Cleaning is a Prerequisite to Final Acceptance.
- 1.9 The contractor shall be responsible for the safety and safe working practices of its respective employees, servants and agents.
- 1.10 The University may at any time without invalidating the Contract make changes by altering, adding or deducting from the work as covered by the drawings, and changing the specifications through Variation orders.
- 1.11 The contractor shall proceed the wok upon the approval of the Variation Order.
- 1.12 The scope of work shall include all additions necessary to implement the whole set of approved Plans, Working Drawings and Specifications.

**ARTICLE II  
CONTRACT DOCUMENTS**

- 2.1 The Following Contract Documents are made an integral part of this Agreement:
  - a. General and Special Conditions of Contract (Annex "A");
  - b. Drawings/Plans (Annex "B");
  - c. Specifications (Annex "C");
  - d. Invitations to Apply for Eligibility and to Bid (Annex "D");
  - e. Instructions to Bidders (Annex "E");
  - f. Bid Data Sheet (Annex "F");
  - g. Addenda and/or Supplemental/Bid Bulletins, if any (Annex "G");
  - h. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes (Annex "H");
  - i. Eligibility requirements, documents and/or statements (Annex "I");
  - j. Performance Security (Annex "J");
  - k. Credit line issued by a licensed bank, if any (Annex "K");
  - l. Other contract documents that may be required by existing laws and/or the Entity (Annex "M");

- 2.2 The terms, conditions, stipulations and warranties under the Contract Documents are deemed part of this Agreement. In case of doubt or conflict between and among any items or provisions and the Contract Documents, the CONTRACTOR shall refer the same in writing to the UNIVERSITY for clarification and guidance. The clarification or determination made by the UNIVERSITY shall be binding and conclusive upon the parties.
- 2.3 The CONTRACTOR shall not make any change or alteration in the plans, conditions and specifications of the PROJECT without prior written approval by the UNIVERSITY.
- 2.4 The parties may, in writing, agree to any revision, alteration, or addition to the terms and conditions of this Agreement or the Contract Documents.

### ARTICLE III CONTRACT PRICE

- 3.1 For and in consideration of the performance and accomplishment of the PROJECT, the UNIVERSITY shall pay the CONTRACTOR the total amount of **One Million One Hundred Forty Eight Thousand Seven Hundred Ninety Three & 56/100 Pesos Only (PhP 1,148,793.56)**.
- 3.2 The Contract Price is inclusive of all duties, taxes, license premiums, fees and charges which may accrue by virtue of the PROJECT, such as, but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law and insurance. All such fees shall be for the account of the CONTRACTOR. Any exemption in the payment of the foregoing shall be credited to the UNIVERSITY. The CONTRACTOR is obligated to inform the UNIVERSITY in writing of any exemptions obtained by or granted to it with respect to taxes, licenses and other fees. The CONTRACTOR shall pay all costs incurred in the preparation of this Agreement including notarial fees.
- 3.3 No changes shall be made on the Contract Price by reason of escalation in the currency, the price of materials, tools, equipment or labor supervening during the course of the PROJECT, except under conditions specified by law. Any adjustments in the Contract Price shall be subject to provisions of the applicable law.
- 3.4 The payment of escalation costs shall be subject to the unilateral and written approval of the UNIVERSITY and to the availability of funds.
- 3.5 Should the UNIVERSITY require the CONTRACTOR to perform any variation order in the form of a change order, or extra work order, the additional costs of such work shall be added to the Contract Price, provided that the cumulative amount of the variation order does not exceed ten percent (10%). In exceptional cases, where it is urgently necessary to complete the original scope of work, the UNIVERSITY may require the CONTRACTOR to perform a variation order beyond ten percent (10%) but not more than twenty percent (20%).
- 3.6 The cost of variation orders shall be subject to prior written agreement by both parties, upon recommendation of the office of the Campus Architect before execution or implementation.