

CONSULTANCY CONTRACT
(Integrated Consulting Services for the Davao City – UP Sports Complex)

CUA U.P. - MIN
RECEIVED
DATE: APR 01 2022
TIME: _____
BY: _____

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 **SANTOS ARCHITECTS AND URBAN PLANNERS COMPANY**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at Unit 221 Nova Tierra Square, Avenida Santos, Nova Tierra Village, Davao City, represented herein by its Managing Partner, **ARCH. FRANCISCO C. SANTOS JR.**, hereinafter referred to as the “**CONSULTANT**”.

WHEREAS, the **UNIVERSITY** is desirous that the **CONSULTANT** executes **Integrated Consulting Services for the Davao City – UP Sports Complex**, hereinafter called “the Services” and the **UNIVERSITY** has accepted the Bid for **Sixteen Million Seven Hundred Eighteen Thousand Pesos (P16,718,000.00)** by the **CONSULTANT** for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SERVICES

- i. The **CONSULTANT** (Attached as Annex “A” is the Omnibus Sworn Statement Affidavit of Arch. Francisco C. Santos Jr.) shall perform the services specified in Annex B, “Terms of Reference,” and the Summary of Resolutions from the Negotiation with Santos Architects and Urban Planners conducted on December 3, 2021, marked as Annex B-1 which are made an integral part of this Contract (“the Services”).
- ii. The **CONSULTANT** shall provide the personnel listed in Annex C, “Consultant’s Personnel,” to perform the Services and for each allied professional consultants to perform as defined by their specialization (i.e., various allied Engineering Consultants to specified Engineering Design Requirements and Landscape Architect to Site Development Plan and Landscape Design and Planning).
- iii. The **CONSULTANT** shall submit to the **UNIVERSITY** the reports in the form and within the time periods specified in Annex D, “Consultant’s Reporting Obligation.”

2. TERM

The **CONSULTANT** shall complete the Services within Two Hundred Forty (240) calendar days 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 **UNIVERSITY** shall have the power to extend the time and shall certify accordingly.

No extension of contract time whatsoever shall be granted to the **CONSULTANT** due to ordinary/unfavorable conditions, non-availability of equipment or materials to be furnished by it, 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.

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3. PAYMENT

For Services rendered pursuant to the Terms of Reference (Annex B), The UNIVERSITY shall pay the CONSULTANT an amount not to exceed **Sixteen Million Seven Hundred Eighteen Thousand Pesos (P16,718,000.00)**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the CONSULTANT.

Based on the TOR, a fee shall be paid upon submission of the agreed outputs and deliverables within the time-periods allocated for submission for the specific outputs and deliverables. Any change in the delivery dates shall be mutually agreed upon between the UNIVERSITY and the CONSULTANT.

Payment shall be made in the Philippine Pesos, not later than thirty (30) days following the submission by the CONSULTANT of the outputs and deliverables specified in the TOR, certified by the Coordinator, as accepted and approved.

Upon the request of the Design Consultant, the University agrees to make advance payments upon signing of contract and submittal of all pertaining documents required under RA 9184, provided that such payments shall not exceed Fifteen Percent (15%) of the contract amount to cover the cost of mobilization, subject to the posting of an irrevocable standby letter of credit issued by an entity acceptable to the University and of an amount equal to the advance payment. The advance payment shall be repaid by the Consultant by deducting from his progress payments such sum as agreed upon during the contract negotiations until fully liquidated within the duration of the contract. (Annex "F" RA 9184 2016 Revised IRR)

4. PERFORMANCE STANDARDS

The CONSULTANT undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The CONSULTANT shall promptly replace any employees assigned under this Contract that the UNIVERSITY considers unsatisfactory.

5. CONFIDENTIALITY

During the term of the Contract, the CONSULTANT shall not: disclose any propriety or confidential information relating to the Services, the Contract or the UNIVERSITY's business or operations; at any time, communicate or disclose to any person or entity any propriety or confidential information acquired in the course of the Services; or, make public the recommendations formulated in the course of, or as a result of, the Services, without prior written consent from the UNIVERSITY.

For purposes of this clause, "confidential information" means any information or knowledge acquired by the CONSULTANT and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

6. OWNERSHIP OF MATERIALS

Any studies, reports or other materials, graphic software or otherwise, prepared by the CONSULTANT for the CPDO under this Contract shall belong to and remain the property of the UNIVERSITY. The CONSULTANT may retain a copy of such documents and software, exclusively for record purposes.

7. INSURANCE

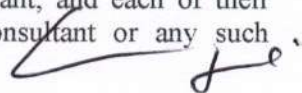
The CONSULTANT, at its own cost, shall be responsible for taking out or maintaining any appropriate insurance policy against any risk related to the project.

The UNIVERSITY undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the CONSULTANT, Sub-Consultant, and each of their Personnel or for the dependents of the CONSULTANT, Sub-Consultant or any such Personnel.

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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.

8. ASSIGNMENT

The CONSULTANT shall not assign this Contract or sub-contract any portion of it without the UNIVERSITY's prior written consent.

9. LAW GOVERNING CONTRACT AND LANGUAGE

The CONSULTANT shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel of the Consultant and any Sub-Consultant, complies with the Applicable Law. The UNIVERSITY shall notify the CONSULTANT in writing of relevant local customs, and the CONSULTANT shall, after such notification, respect such customs.

If, after the date of the CONSULTANT, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the CONSULTANT in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the CONSULTANT under the Contract shall be increased or decrease on a no loss-no gain basis.

The Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

10. DISPUTE RESOLUTION

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of the Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with the rules of procedure of Philippine laws.

11. LIQUIDATION DAMAGES

If the CONSULTANT fails to submit the required deliverable or output in the form and within the time-periods specified in the TOR, the UNIVERSITY shall, without prejudice to its other remedies under the Contract and under Philippine laws, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Services for each day of delay based on the approved contract schedule.

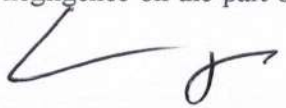
In case the sum liquidated damages reaches ten percent (10%) of the contract amount, the UNIVERSITY shall automatically rescind the contract, without prejudice to other courses of action and remedies open to it.

12. 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.

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13. 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.

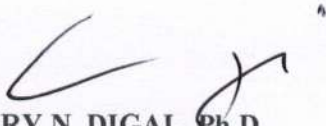
14. APPLICABLE LAWS

Provisions in the Republic Act 9184 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 this February 28, 2022 (date).

**UNIVERSITY OF THE PHILIPPINES
MINDANAO**

By:



LARRY N. DIGAL, Ph.D.
Chancellor

**SANTOS ARCHITECTS AND URBAN
PLANNERS COMPANY**

By:



ARCH. FRANCISCO C. SANTOS JR.
Managing Partner

Signed in the presence of:


KAREN JOYCE G. CAYAMANDA, PhD
Vice Chancellor for Administration
UP Mindanao


ZENAIDA G. CALATRAVA, CPA
Chief, Accounting Office
UP Mindanao

Republic of the Philippines)
DAVAO CITY ss.
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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	Driver's License L02-84-050180	9/27/2018
2. Arch. Francisco C. Santos 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 five (5) pages including this page where the Acknowledgment is written, refers to a Contract Agreement between the UNIVERSITY OF THE PHILIPPINES MINDANAO and SANTOS ARCHITECTS AND URBAN PLANNERS. It has been signed by the parties and their instrumental witnesses at every page.

28 FEB 2022

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____ 2022 at Davao City, Philippines.

Doc. No.: 56;
Page No.: 13;
Book No.: 4;
Series of 2022.

ATTY. MARK PETER M. QUILANETA
NOTARY PUBLIC
Comm. Serial No. 2021-044-2022
Until December 31, 2022
Roll of Attorneys No. 64059
IBP No. 167827 - 12/25/2021 (for 2022) - DC
PTR No. 6416237 - 12/29/2021 (for 2022) - DC
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