

GENERAL CONTRACTOR SERVICES AGREEMENT

This Agreement made this ____ day of _____ 22__ at Puerto Princesa, Palawan City and Makati City, by and between **SEP 12 2022**

SOCIAL HOUSING FINANCE CORPORATION, a government-owned and controlled corporation duly created under E.O. 272, Series of 2004, with office address at Banco de Oro Plaza, 8737 Paseo de Roxas, Makati City, represented by its President, **ATTY. ARNOLFO RICARDO B. CABLING**, hereinafter referred as the "SHFC";

- AND -

JR VILLAPA TRADING & CONSTRUCTION, a private construction company, operating under the laws of the Philippines, with address at Bunk Road, Sta. Monica, Puerto Princesa, Palawan City, represented herein by its, Owner, **JOEL Q. VILLAPA**, hereinafter referred to as the "CONTRACTOR";

WITNESSETH: That

WHEREAS, SHFC has decided to undertake the project for the "**Project No.: 2021-11-750 the FABRICATION AND INSTALLATION OF OFFICE PARTITION, MODULAR CABINET (1UNIT) AND SUPPLY AND INSTALLATION OF DOORS**", hereinafter referred to as the "PROJECT";

WHEREAS, the Approved Budget for the Contract (ABC), is **Php727,695.00** and the project was processed through Negotiated Procurement for Small Value Procurement as per the 2016 revised IRR of the Government Procurement Act or RA 9184, section 53.

WHEREAS, SHFC published its Request for Quotation (RFQ) through the PhilGEPS website inviting the contractors to undertake the above named project on July 5, 2022.

WHEREAS, the following contractors submitted its quotations, to wit:

1. JR VILLAPA TRADING & CONSTRUCTION
2. GLT CONSTRUCTION SUPPLY
3. DRB BUILDERS

WHEREAS, after comparing the quotations submitted by the contractors, **JR VILLAPA TRADING & CONSTRUCTION** emerged as the Lowest Calculated and Responsive Bid with the bid amount of **Php727,695.00**.

WHEREAS, the Bids and Awards Committee for Goods in its BAC Recommendation No. 156, S.2022 recommended the award of the contract to **JR VILLAPA TRADING & CONSTRUCTION** for the contract amount of **Php727,695.00** to fulfill the PROJECT.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF WORK**

1.1 The CONTRACTOR shall:

- a. In consideration of the payment to be made by SHFC, agrees to supply and provide all labor, materials, tools, and equipment, facilities, related services, and the satisfactory and faithful performance of all the works necessary to commence and complete the "PROJECT", in accordance with the floor layout, schedule of requirements, technical specifications and bill of quantity necessary to complete the project as stated in the scope of works;
- b. At its own expense, be responsible for the unloading, unpacking, and inspection of all materials, and equipment delivered to the project site, and shall also be responsible for the storage, control, transportation, safekeeping, and any other necessary arrangement for such materials, and equipment within the project site;
- c. Ensure adequate protection at all times of all materials, machinery and equipment in the construction site against damage, robbery, and pilferage, and shall be responsible for any damage or loss;
- d. Ensure that the workers assigned to the project site wears protective gears at all times. They shall also be required to wear uniforms and IDs while at the project site;
- e. Conduct clean up and hauling of materials and equipment upon completion of the project;
- f. Provide warranty of services free of charge for one (1) year for defective parts or products installed; and
- g. Secure and pay for all statutory permits such as but limited to local government permits, building permits, electrical permit, occupancy permit, barangay permit, insurances and warranty required in connection with the work covered by this Contract.

**ARTICLE II
CONTRACT DOCUMENTS**

2.1 The following Contract Documents are incorporated hereto and made integral part of this Agreement:

- a. Description of Task and Activity from SHFC (Annex "A");
- b. Specifications and office layout (Annex "B");
- c. Submitted Proposal by contractor (Annex "C");
- d. Omnibus Sworn Statement (Annex "D"); and
- e. SHFC Bill of Quantity and Cost Estimate (Annex "E").

2.2 The terms, conditions, stipulations, and warranties under the foregoing Contract Documents are deemed part of this Agreement. In case of doubt or conflict between and among items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and this Agreement, the CONTRACTOR shall refer the same in writing to SHFC for clarification and guidance. The clarification or determination made by SHFC shall be binding and conclusive upon the parties.

2.3 The CONTRACTOR shall, under no circumstances, make any change or alteration in the plans, conditions, and specifications of the PROJECT without prior written approval of SHFC.

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.