

CONTRACT AND AGREEMENT

FOR THE

**CONSTRUCTION/IMPROVEMENT OF COLLEGE OF TOURISM AND HOSPITALITY
MANAGEMENT BUILDING**

KNOW ALL MEN BY THESE PRESENTS:

27 AUG 2021

This Contract and Agreement made and entered into this ____ day of _____, 2021 at Butuan City, Philippines,

by and between:

The **CARAGA STATE UNIVERSITY**, an educational institution organized and existing under Republic Act # 9854, An Act ESTABLISHING THE CARAGA STATE UNIVERSITY IN THE CARAGA REGION BY INTEGRATING THE NORTHERN MINDANAO STATE INSTITUTE OF SCIENCE AND TECHNOLOGY (NORMISIST) IN AMPAYON, BUTUAN CITY AND THE NORTHERN MINDANAO COLLEGE OF ARTS, SCIENCE AND TECHNOLOGY (NMCAST) IN CABADBARAN, AGUSAN DEL NORTE, with principal office address at Ampayon, Butuan City, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, as the PARTY OF THE FIRST PART hereinafter referred as the **CSU Cabadbaran City (CSUCC)**;

and

TWO J.E CONSTRUCTION AND SUPPLY, a private contractor / construction entity duly organized and existing by virtue of the laws of the Philippines with office address at Purok 1, Ambago, Butuan City, represented by **ENGR. ABRAHAM O. EDNILAN**, Proprietor/Project Manager, and **ENGR. JONNY M. EDNILAN** Project Engineer as the PARTY OF THE SECOND PART, hereinafter referred to as the **CONTRACTOR** who has been duly authorized for this purpose;

"WITNESSETH"

WHEREAS, in accordance with the advertisement of the CSUCC published/posted in accordance with the 2016 Revised Implementing Rules & Regulation of R.A. 9184, the CONTRACTOR and other contractor/bidders submitted bids to contract and complete the project with I.D. No. **7511240: CONSTRUCTION/IMPROVEMENT OF COLLEGE OF TOURISM AND HOSPITALITY MANAGEMENT BUILDING** in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, after the opening of the bids on March 24, 2021, and conducted the bid evaluation on the March 26, 2021, the bid submitted by the CONTRACTOR in the amount of **Eleven Million Six Hundred Thirteen Thousand One Hundred Sixty Six Pesos & 80/100 (Php 11,613,166.80)**, only in Philippine Currency;

WHEREAS, the result of the Post Qualification of Bids as Calculated conducted on **March 29, 2021** the bid price of the CONTRACTOR was found to be the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Board approved on April 7, 2021 the recommendation of the Bids and Awards Committee (BAC) to award contract to winning Bidder for the **CONSTRUCTION/IMPROVEMENT OF COLLEGE OF TOURISM AND HOSPITALITY MANAGEMENT BUILDING**;


ENGR. JONNY M. EDNILAN
Project Engineer


ENGR. ABRAHAM O. EDNILAN
Proprietor


ANTHONY M. PENASO, Ph.D.
University President


MARILYN B. CASTILLO, Ed. D.
Chancellor


JAPHETH JAY O. VERGARA
Head, Planning and Development

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WHEREAS, the CONTRACTOR duly accepted the award by signing its conforme on the said Notice of Award dated April 12, 2021;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Contract which likewise form an integral part of this Contract and Agreement;
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Contract and Agreement;
 - b. Conditions of Contract;
 - c. Drawings/Plan;
 - d. Technical Specifications;
 - e. Invitation to Bid;
 - f. Bid Form including all the documents contained in the winning bidder's two bidding envelopes, as ANNEXES;
 - i. Bid Security as to form, amount and validity period;
 - ii. Authority of the Signing Official;
 - iii. Construction Schedule and S-curve;
 - iv. Manpower Schedule;
 - v. Construction Methods;
 - vi. Organizational Chart for the Contract to be Bid;
 - vii. List of Contractor's personnel (viz., Project Manager, Project Engineer, Materials Engineer and Foreman), to be assigned to the contact to be bid, with their complete qualifications and experiences data;
 - viii. List of Contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by duly executed contracts therefore, and intended for use exclusively in the contract to be bid;
 - ix. Equipment Utilization Schedule;
 - x. Affidavit of Site Inspection;
 - xi. Construction Safety and Health Program of the contractor;
 - xii. Certificate from the bidder under oath of its compliance with existing Labor Laws and Standards;
 - xiii. A Sworn Statement attesting compliance to the responsibilities of a Prospective or Eligible Bidder as provided in Section 17.7 of the IRR-A.
 - xiv. A Sworn Statement Affidavit of compliance with the Disclosure Provision to other provision of R.A. 3019; and
 - xv. Bid Prices in the Bill of Quantities in the prescribed Bid Form;
 - xvi. Detailed Estimates including a summary sheet indicating the unit rentals used in coming up with the bid; and
 - xvii. Cash Flow by the Quarter and Payments Schedule
 - g. Eligibility requirements, documents and/or statements;


ENGR. JONNY M. EDNILAN
Project Engineer


ENGR. ABRAHAM O. EDNILAN
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- h. Performance Security;
 - i. NFCC
 - j. Notice of Award of Contract and Contractor's "Conforme " thereto; and
 - k. Other contract documents that may be required by existing laws and/or the agency concerned.
3. That in consideration of the Payments to be made by the CSUCC to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the CSUCC to execute and complete the WORKS and remedy any defects therein in conformity, in all respects, with the provisions of this CONTRACT;
4. That the CONTRACTOR willfully & faithfully furnished all required materials and labor and will complete the said project with I.D. No. **7511240: CONSTRUCTION/IMPROVEMENT OF COLLEGE OF TOURISM AND HOSPITALITY MANAGEMENT BUILDING** and hereby agrees to complete the contract within **240 calendar days** from the date the contractor receives the formal "Notice to Proceed".
5. That the CSUCC hereby covenants to pay the CONTRACTOR in consideration of the execution on and completion of the WORKS at the unit prices agreed in the PROPOSAL, at the time and in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specification and accepted by the CSUCC;

The following items and quantities comprise in the scope of works as provided in the Technical Specifications:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	AMOUNT
101	Removal of Structures and Obstructions	lot	1.00	955,269.00	955,269.00
803	Structural Excavation	cu.m.	3,078.03	149.34	459,673.00
804	Embankment	cu.m.	347.20	877.86	304,792.99
900	Structural Concrete	cu.m.	497.10	7,239.39	3,598,700.77
901	Lean Concrete	cu.m.	15.18	7,518.56	114,131.74
902	Reinforcing Steel	kgs	97,804.98	61.44	6,009,137.97
903	Formworks and Falseworks	bd.ft.	28,786.93	31.74	913,697.16
1034(1)	Damproofing (Polyethylene Sheets)	sq.m.	868.00	158.61	137,673.48
1046	Masonry Works	sq.m.	284.06	1,514.14	430,106.61
SPL-1	Project Billboard	lot	1.00	15,685.74	15,685.74
SPL-2	Construction Safety and Health	lot	1.00	61,950.00	61,950.00
SPL-3	Boulder Fill	cu.m.	60.70	1,177.05	71,446.94
SPL-4	Gravel Fill	cu.m.	30.35	2,973.60	90,248.76
SPL-5	Supply, Delivery and Installation of Electrical Post, Transformer & Other Electrical Devices & Accessories for the CSUCC CHTM Transmission Line	lot	1.00	991,200.00	991,200.00
SPL-6	Mobilization and Demobilization	lot	1.00	123,900.00	123,900.00
SPL-7	Office Equipment	lot	1.00	148,680.00	148,680.00
Total					14,426,294.16
Less Discount					19.50%
Grand TOTAL					11,613,166.80

6. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the CSUCC a "Performance Security" that is fully acceptable to the CSUCC in the form and amount as required in the instruction to Bidders;


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Project Engineer


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7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract time, plus any time extension duly granted and is

hereby in default under the CONTRACT, the CONTRACTOR shall pay the CSUCC for LIQUIDATED DAMAGE, and not by way of penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

8. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981, DOLE Department Order No. 13, and other relevant and applicable provision of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines;

9. Any breach or violation by either party of the obligations and covenants under this Contract and Agreement shall entitle the aggrieved party to rescind or cancel this

Contract and Agreement after fifteen (15) days notice to that effect. In addition, any party that breached or violated this Contract and Agreement agrees and obligates itself to pay for the actual damage incurred by the other party;

10. Any failure of the CSUCC to enforce her rights and privileges under this Contract and Agreement shall not be construed as a waiver or renunciation of such rights and privileges;


11. It is hereby agreed that any disputes arising out of or in connection with this Contract and Agreement shall be submitted to the Construction Industry Arbitration Commission (CIAC) for arbitration;

12. This Contract and Agreement shall be binding upon respective assigns and successors-in-interest of the parties hereto.


ANTHONY M. PENASO, Ph.D.
University President


MARILYN B. CASTILLO, Ed. D.
Chancellor


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IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on
the ___ day of _____, 2021 at the Caraga State University, Ampayon Butuan City.

CARAGA STATE UNIVERSITY
(Party of the First Part)

TWO J.E CONSTRUCTION & SUPPLY
(Party of the Second Part)

BY:



ANTHONY M. PENASO, Ph.D.
University President

BY:



ENGR. ABRAHAM O. EDNILAN
Proprietor


WITNESSES:



MARILYN B. CASTILLO, Ed. D.
Chancellor



ENGR. JONNY M. EDNILAN
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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BUTUAN)SS.
X-----.)

Before Me, a Notary Public for and in Butuan City, this 27 ²⁰²¹ AUG ²⁰²¹ day
of _____ 2021 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO, Ph.D

PRC ID 0940285, 8/6/19, PRC Manila

ENGR. ABRAHAM O. EDNILAN

CEI NO. 24718758, 1/14/21, BUTUAN CITY

, who

_____ is/are personally known to me
_____ exhibited (a) competent evidence/s of identity/ies as stated above

and known to me to be the same person/s who executed the foregoing instruments which consist of two(2) pages including the pages on which the acknowledgments are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first above mentioned.

ATTY. LEMUEL B. ALEGADO
NOTARY PUBLIC
ATTY'S ROLL NO. 29333
IBP NO. 052595 / 1-2-2020
PTR NO. BC 18707971 / 12-16-2019
EXPIRES DEC. 31, 2021
MCLE Comp. No. _____

DOC. NO. 306
PAGE NO. 62
BOOK NO. 57
SERIES OF 2021

(Handwritten signature of Abraham O. Ednilan)
(Handwritten signature of Lemuel B. Alegado)