

CONTRACT AND AGREEMENT

FOR THE

ESTABLISHMENT OF LADIES AND GENTS DORMITORY (CSUCC PHASE I)

KNOW ALL MEN BY THESE PRESENTS:

17 9 FEB 2020

This Contract and Agreement made and entered into this ____ day of _____, 2020 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**;

and

KENT MARKETING GROUP OF COMPANIES INC., a private contractor / construction entity duly organized and existing by virtue of the laws of the Philippines with office address at Surigao City, represented by **CARLOS CHIVAS LIM YUIPCO**, Authorized Managing Officer, and **ENGR. MARIEL A. LISONDRA**, 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 CSU 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. **6552540: ESTABLISHMENT OF LADIES AND GENTS DORMITORY (CSUCC PHASE I)** 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 November 4, 2019, and conducted the bid evaluation on the November 7, 2019, the bid submitted by the CONTRACTOR in the amount of **FIFTEEN MILLION EIGHT HUNDRED ELEVEN THOUSAND FOUR HUNDRED TWENTY PESOS & 24/100 (Php 15,811,420.24)** only in Philippine Currency;

WHEREAS, the result of the Post Qualification of Bids as Calculated conducted on **November 20, 2019** the bid price of the CONTRACTOR was found to be the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Board approved on January 30, 2020 the recommendation of the Bids and Awards Committee (BAC) to award contract to winning Bidder for the **ESTABLISHMENT OF LADIES AND GENTS DORMITORY (CSUCC PHASE I)**;

ENGR. MARIEL A. LISONDRA
Project Engineer

CARLOS CHIVAS LIM YUIPCO
Authorized Managing Officer

ANTHONY M. PENASO, Ph.D.
University President

MARILYN B. CASTILLO, Ed. D.
Chancellor

JAPHETH JAY P 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 February 2, 2020;

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;
 - h. Performance Security;

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- 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 CSU to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the CSU 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. **6552540: ESTABLISHMENT OF LADIES AND GENTS DORMITORY (CSUCC PHASE I)** and hereby agrees to complete the contract within **210 calendar days** from the date the contractor receives the formal "Notice to Proceed".
 5. That the CSU 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 CSU;

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
803	Structure Excavation	m ³	1210	679.69	822,424.90
804	Embankment	m ³	180	2,666.29	479,932.20
900	Structural Concrete	kgs	633.84	7,426.07	4,706,940.21
902	Reinforcing Steel	Bd.ft	72,404.46	80.75	5,846,660.14
903	Formworks & Falseworks	Lot	13,540	137.6	1,863,104.00
1032	Painting, Varnish & Other Related	m ²	1642	329.8	541,531.60
1047	Metal Structure	kgs	49,827.12	72.45	3,609,978.30
SPL - 1	Project Billboard	Lot	1	16,543.38	16,543.38
SPL - 2	Construction Safety & Health	Lot	1	124,950.00	124,950.00
SPL - 3	Supply, delivery, and installation of Electrical post, transformer, & Other Electrical Devices for the CSUCC Dormitory	Lot	1	1,235,755.00	1,235,755.00
Total					19,246,820.24
Less Discount					17.8% of ABC
Grand TOTAL					15,811,420.24

6. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the CSU a "Performance Security" that is fully acceptable to the CSU in the form and amount as required in the instruction to Bidders;
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 CSU for LIQUIDATED DAMAGE, and not by way of penalty, an amount equal to at least

ENGR. MAZIEL A. LISONDRA
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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 CSU 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;

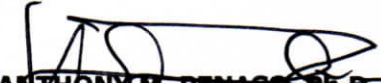
12. This Contract and Agreement shall be binding upon respective assigns and successors-in-interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on the ___ day of _____, 2020 at the Caraga State University, Ampayon Butuan City.

CARAGA STATE UNIVERSITY
(Party of the First Part)

KENT MARKETING GROUP OF COMPANIES INC.
(Party of the Second Part)


BY:


ANTHONY M. PENASO, Ph.D.
University President


BY:


CARLOS CHIVAS LIM YUIPCO
Authorized Managing Officer

WITNESSES:


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ACKNOWLEDGEMENT

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

19 Feb 2020

Before Me, a Notary Public for and in Butuan City, this _____ day
of _____ 2020 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO, Ph.D

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

CARLO CHIVAS LIM YUIPCO

CTC NO. 08348375/1-7-2020

, who

_____ is/are personally known to me

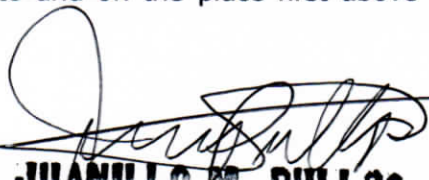
_____ exhibited (a) competent evidence/s of identity/ies as stated above

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.

DOC. NO. 1313
PAGE NO. 109
BOOK NO. 33
SERIES OF 102


JUANILLO M. PULLOS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ROLL NO. 16200
PTR NO. 1225716 ISSUED 01-03-2020/SC
IBP NO. 113266 MD. 2020 ISSUED 01-11-2020/SC
MCLE. REF. JUDGE EXEMPTED
NO. III-002373, ISSUED 11/28/2011
9131 MEEHLIEB BLDG. DOOR 3, RIZAL COR, VASQUEZ
SIS. BRGY, WASHINGTON SURIGAO CITY 8400