

THIS CONTRACT AGREEMENT, made this _____ day of _____, 2019, by and between:

The University of Southeastern Philippines, with office address at Obrero, Davao City, represented by its President, Dr. LOURDES C. GENERALAO, hereinafter called the "ENTITY",

and

The MINKONSTRAK ENGINEERING & GEN. SERVICES with office address located at Minkonstrak Bldg. Poblacion Lugait, Cagayan De Oro City, Philippines, represented by its General Manager, ENGR. GERRY F. BALDOMERO, hereinafter called the "CONTRACTOR".

WITNESSETH

WHEREAS, the Entity invited bids for Contract ID No. 2019-002/ INFRA for the project: Construction/Repair of Academic Building (USEP-Mintal Campus) and MINKONSTRAK ENGINEERING & GEN. SERVICES placed a bid. The ENTITY has accepted the calculated Bid of the CONTRACTOR for the execution and completion of the Works at the calculated unit bid price shown in the attached Bill of Quantities, or a total Contract price of Eight Million Two Hundred Thirty Five Thousand One Hundred Seventy Eight and 81/100 pesos only (PHP 8,235,178.81), with the following items and quantities included in the scope of works:

ITEM NO.	DESCRIPTION	QTY.	UNIT	MINKONSTRAK ENGINEERING & GEN. SERVICES	
				Unit Cost	Amount
I.	General requirements	1	lot	399,920.56	399,920.56
II.	EARTHWORKS, SOIL TREATMENT & WATERPROOFING	1	lot	350,693.17	350,693.17
III.	REINFORCED CONCRETE WORKS	1	lot	881,476.69	881,476.69
IV.	MASONRY WORKS	1	lot	489,050.15	489,050.15
V.	THERMAL WORKS	1	lot	101,208.12	101,208.12
VI.	METAL WORKS	1	lot	123,596.04	123,596.04
VII.	DOORS & WINDOWS	1	lot	941,230.30	941,230.30
VIII.	CARPENTRY WORKS	1	lot	2,013,380.91	2,013,380.91
IX.	FINISHING WORKS	1	lot	1,866,618.47	1,866,618.47
X.	SPECIAL ACCESSORIES AND FURNISHING WORKS	1	lot	89,651.95	89,651.95
XI.	PLUMBING WORKS	1	lot	41,538.93	41,538.93
XII.	ELECTRICAL WORKS	1	lot	936,813.52	936,813.52
TOTAL		1.00	lot	8,235,178.81	8,235,178.81

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within One Hundred Fifty (150) calendar days in accordance with the provisions of the Bid documents.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this CONTRACT AGREEMENT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT AGREEMENT:

UNIVERSITY OF SOUTHEASTERN PHILIPPINES
 LOURDES C. GENERALAO
 President

MA. LUISA B. FAUNILAN
 Vice-President for Administration

ROLANDO B. ENRIQUEZ
 Finance Director

MINKONSTRAK ENGINEERING & GEN. SERVICES
 ENGR. GERRY F. BALDOMERO
 General Manager

- (b) CONTRACTOR'S Calculated Bid
- (c) Notice of Award of Contract and the CONTRACTOR'S "conforme" thereon
- (d) Performance Security
- (e) PERT/CPM diagram and bar chart with S-curve
- (f) Approved BAC Resolution Recommending the Approval of the Project: **Construction/Repair of Academic Building (USEP-Mintal Campus).**

In consideration of the payments to be made by the ENTITY to the CONTRACTOR, as hereinafter mentioned, the CONTRACTOR hereby covenants with the ENTITY to execute and complete the WORKS and remedy any defects therein in conformity with the provisions of this CONTRACT AGREEMENT in all respects.

In consideration of the execution and completion of the Works by the CONTRACTOR, the ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR'S Calculated Bid, as applied to the actual quantities accomplished as certified by the PROCURING ENTITY and within twenty (20) days after the signing of contract and submission by the CONTRACTOR of a Performance Security in an amount equal to the percentage of the total contract price in accordance with the schedule set forth in The 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184, the ENTITY shall give an advance payment of fifteen (15%) percent and the remaining amount shall be paid based on progress billing.

5. Upon final acceptance of the project by the ENTITY, the CONTRACTOR shall be held responsible for structural defects and/or failure of the completed project within the following warranty periods pursuant to section 62.2.3.2, The 2016 Revised IRR of RA 9184.

In case of breach of contract, an amount equivalent to at least one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay shall be paid by the contractor as liquidated damages.

IN WITNESS whereof, the parties thereto have caused this CONTRACT AGREEMENT to be executed the day and year first before written.

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

DR. LOURDES C. GENERALAO
President

Approved per BOR Resolution No. BSR Resolution No. 19, s. 2019

WITNESSED BY:

MA. LUISA B. FAUNILLAN
Vice President for Administration

Certified Funds Available:

ROLAND B. ENRIQUEZ
Finance Director, USEP
FY 2019-2020

MINKONSTRAK ENGINEERING & GEN. SERVICES:

ENGR. GERRY F. BALDOMERO
General Manager

UNIVERSITY OF SOUTHEASTERN PHILIPPINES
LOURDES C. GENERALAO
President

MA. LUISA B. FAUNILLAN
Vice President for Administration

ROLAND B. ENRIQUEZ
Finance Director

MINKONSTRAK ENGINEERING & GEN. SERVICES
ENGR. GERRY F. BALDOMERO
General Manager

ACKNOWLEDGMENT

BEFORE ME, as the Notary Public for and within the City of Davao, personally appeared

Name _____ Valid I.D. _____ Date/Place Issued _____

Dr. Lourdes C. Generalao
Engr. Gerry F. Baldomero

GSIS ID # 006-0085-6444-5
Davao City

Known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consist of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the margin of this page and on the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____ 2019.



Doc. No. 145
Page No. 50
Book No. 01
Series of 2020

Generalao
Mukul

JORLITO O. PINGAL
Notary Public - Davao City
PTT O.R. No. 3655633C - 12/19/19
IBP O.R. No. 097074 - 12/10/2019
Until December 31, 2020 - Roll No. 44687
Serial No. 2019 - 114 - - 2020
TIN No. 129-190-062