

Contract Agreement

THIS AGREEMENT, made this day of JAN 07 2020 between *Cebu Normal University (CNU)*, with principal address at *Osmena Blvd, Cebu City* (hereinafter called the "Entity") and *Perrina Construction and General Merchandising with principal address at Gabunan Rd, Casisang Malaybalay City, Bukidnon*, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the *One Lot Proposed CNU Balamban Campus Canteen* (hereinafter called "the Works") and the Entity has accepted the Bid for NINE HUNDRED SIXTY THOUSAND NINE HUNDRED SEVENTY-TWO PESOS AND TWELVE CENTAVOS (PHP 960, 972.12) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.

3. 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 in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by Dr. Filomena T. Dayagbil the President (for the Entity)

Signed, sealed, delivered by Marilu Tan the Proprietress/Manager (for the Contractor).

Binding Signature of Procuring Entity
Dr. Filomena T. Dayagbil
SUC-President

Binding Signature of Contractor
Marilu Tan
Proprietress/Manager

Signed in the Presence of:

Atty. Roelhe O. Torrejos
Accountant III

Atty. Stein

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF CEBU) S.S.

ACKNOWLEDGMENT

JAN 07 2020

BEFORE ME, a Notary Public for the City of CEBU, this _____ day _____, personally appeared the following persons with their respective proof of identity, to wit:

Name	Competent Evidence of the Identification
Dr. Filomena T. Dayagbil	Phil. Passport No. EC3398157
Marilu Tan	Driver's License No. K03-92-019662

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of two (2) pages and all documents attached and formed part thereto by way of incorporation, and they acknowledged to me that they executed the same, in the presence of their instrumental witnesses, and affixed their signatures on each and every page hereof, of their own free and voluntary knowledge and will.

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

Doc. No. 116 ;
Page No. 3 ;
Book No. 39 ;
Series of 1000 .



AARON L. TAMPON
NOTARY PUBLIC FOR CEBU CITY
NOTARIAL COMMISSION NO. 33-15, UNTIL DEC. 31, 2020
LOWER LEVEL, WATERFRONT CEBU CITY HOTEL
ONE SALINAS DRIVE, LAHUG, CEBU CITY
ROLL OF ATTORNEYS NO. 56453
PTR NO. 1660819/CEBU CITY/1/8/19
IBP NO. 0569399/CEBU PROV./12/14/18