

CONTRACT AGREEMENT

CEBU NORMAL UNIVERSITY, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 or otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its OIC-President, **DR. FILOMENA T. DAYAGBIL** and hereinafter referred to as the "CNU",

-and-

PETRINA CONSTRUCTION AND GENERAL MERCHANDISING, a single proprietorship duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Unit 303, Sonrisa Bldg., Juana Osmeña, Cebu City, represented herein by its owner/proprietress, **MS. MARILU MURILLO TAN**, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, the Entity is desirous that the Contractor execute the One Lot Concreting of Driveway with Covered Pathwalk in CNU Balamban (herein referred to as the "PROJECT") with and as indicated in the Drawings/Plans and Specifications;

WHEREAS, the CONTRACTOR has represented and warranted itself as a competent, capable and duly licensed Contractor and has offered to do Project Works in accordance with the working drawings/plans and specifications;

WHEREAS, the ENTITY has accepted said offer of the CONTRACTOR, to undertake the above-stated infrastructure project subject to the terms and conditions set forth herein;

WHEREAS, on December 22, 2020, the ENTITY through the Bids and Awards Committee, conducted a public bidding for the said PROJECT wherein the CONTRACTOR was found to be the single responsive bidder;

WHEREAS, after review of the bid proposal of the CONTRACTOR and finding the documents submitted in order, the BAC favorably recommended the awarding of the contract for the said PROJECT to the CONTRACTOR;

WHEREAS, the ENTITY through its Board of Regents, approved the awarding of the contract to the CONTRACTOR;

NOW, THEREFORE, for and in consideration of the foregoing premises and terms and conditions herein set forth, the Parties have agreed as follows:

ARTICLE I- SCOPE OF WORK

The Contractor, in consideration of the payment to be made by the ENTITY to the CONTRACTOR of the sum of money hereinafter named, agrees to furnish all labor, materials, equipment, plans, tools and other facilities and the satisfactory and faithful performance of all the work necessary to commence and complete the project, ready for use.

ARTICLE II- TIME OF COMPLETION

The work stipulated in this Contract shall be completed "broom clean" and ready for use not late than **ONE HUNDRED FIFTY (150) calendar days** in accordance with the provisions of the Bid Documents. Hereafter, the CONTRACTOR shall immediately deliver the same to the peaceful and lawful possession of the ENTITY and to the complete satisfaction of the latter.

Time is of the essence in the performance of this PROJECT. Should the CONTRACTOR fails to complete all the works to the ENTITY's satisfaction within the period above-provided, the parties hereby agree and acknowledge that any delay would cause damage to the ENTITY. For each calendar day of delay, the CONTRACTOR shall be liable for liquidated damages in the amount equivalent to 1/10th of one percent (1%) of the cost of the unperformed portion. Any sum accruing in favor of the ENTITY shall be deducted from the contract price or any balance thereof.

At any time, the ENTITY can terminate the contract if the CONTRACTOR does not show satisfactory progress in the Works, and has already incurred a negative slippage of fifteen percent (15%) or more based on the contract duration.

ARTICLE III- CONTRACT AMOUNT

The ENTITY agrees that for and in consideration of the faithful performance by the CONTRACTOR of this contract, he shall pay to CONTRACTOR, in a manner provided hereinafter the amount of **SIX MILLION NINE HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE PESOS AND TWENTY-EIGHT CENTAVOS (PHP 6, 989, 859.28).**

Should the ENTITY require the CONTRACTOR to perform work over and above that required by this Agreement, the additional cost shall be added to the contract amount and likewise should be ordered to omit work as required the corresponding cost shall be deducted from the contract amount. In either case, the cost of additions and/or deductions shall be previously and mutually agreed upon in writing by both the ENTITY and CONTRACTOR before execution. Provided further that any work variation shall be in accordance with Republic Act 9184 and its implementing rules and regulations.

ARTICLE IV- MANNER OF PAYMENT

The ENTITY shall pay the CONTRACTOR the contract price stated in Article III hereof subject to the following conditions:

1. The ENTITY shall, upon written request of the CONTRACTOR which shall be submitted as Contract Document, make an advance payment to the CONTRACTOR in an amount not to exceed fifteen percent (15%) of the total Contract Price;
2. The Advance payment shall be made only upon the submission to and acceptance by the ENTITY of an irrevocable Letter of Credit or equivalent value from commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety, insurance company duly licensed by the Insurance Commission and confirmed by the Entity;
3. The CONTRACTOR shall repay the advance payment by deducting fifteen percent (15%) for the periodic progress payments;
4. The CONTRACTOR may submit a request for payment for work accomplished, but not more than one each month. Such request for payments shall be verified and certified by the University Engineer.

ARTICLE V. OBLIGATIONS OF THE ENTITY

1. Shall ensure that all necessary permits, authorities and/or licenses are secured beforehand to avoid any delay in the commencement of the PROJECT;
2. For the purpose and satisfaction and full completion of the PROJECT, the ENTITY hereby warrants that the Chief Administrative Officer-Finance have certified the sufficiency and availability of the Approved Budget for the Contract;
3. The ENTITY warrants that competitive procurement was conducted and the TWG had evaluated the bids and conducted a post-qualification of the lone responsive bidder.

ARTICLE VI. OBLIGATIONS OF THE CONTRACTOR

1. Agrees to undertake the aforementioned PROJECT in accordance with the approved Program of Works and Estimates, Conditions of the Contract, Plans, Technical Specifications and other contract documents including addenda if any;
2. Prior to the execution of this Contract, the CONTRACTOR shall post a Performance Security in the amount specified in the Bid Data Sheet of the Bidding Documents to guarantee the faithful performance of its obligations under the contract;
3. Agrees to begin work not later than seven days following the date of receipt of Notice to proceed;
4. Shall provide all machineries, tools, equipment necessary for the commencement, performance and completion of the PROJECT at its own expense. Any other expenses incurred shall be considered part of the contract price;
5. Any defects arising from or in connection with the development works shall be the sole responsibility of the CONTRACTOR. In such event, it shall undertake to rectify such defect/s at its own cost to the satisfaction of the ENTITY;
6. Shall take all the necessary precautions to ensure the safety of its employees. It shall likewise comply with all applicable laws on safety. Shall ensure that all personnel shall wear proper uniform and use personal protective gear at all times for safety purposes
7. Shall take measures to prevent accidents, deaths and/or injuries to all persons. Any injury or death of persons or damage to property arising from, in connection with or as a result in the construction works, shall be for the sole account of the CONTRACTOR;
8. Shall perform everything necessary for the completion and successful construction of the PROJECT.

ARTICLE VII. WARRANTY AND ACCEPTANCE

Upon completion of the PROJECT, the CONTRACTOR warrants that the performance of the PROJECT is in conformity with the approved program of works, plans, drawings and certifies that the ENTITY can immediately use or enjoy its use and. The ENTITY reserves the right to inspect and determine whether the works done were all in accordance with the terms of this Agreement as well as the approved plans and specifications. Should there be any defect or non-compliance, the CONTRACTOR shall immediately correct the defect at its own expense. Further, within the warranty period, the CONTRACTOR shall promptly respond to and act on defects or issues raised by the ENTITY.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinabove 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.

ARTICLE IX- DISPUTE RESOLUTION

Any and all disputes arising from the implementation of this contract and the PROJECT shall be governed in accordance with the laws on settlement of disputes provided in Section 59 of R.A. 9184 or the Government Procurement Reform Act and its Implementing Rules and regulations.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this _____ at _____

CEBU NORMAL UNIVERSITY

PETRINA CONSTRUCTION AND
GENERAL MERCHANDISING





DR. FILOMENA T. DAYAGBIRI
OIC-President



MARIJU M. TAN
Owner/Proprietress

Signed in the presence of:





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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for JUN 30 2021, this day , personally appeared the following persons with their respective proof of identity, to wit:

Name	Competent Evidence of the Identification	Date/Place Issued
Dr. Filomena T. Dayagbil	Phil. Passport No. EC3398157	until Feb 5, 2020
Marilu M. Tan	EC3 - 0912 - 012442 DRIVER LICENSE	valid until 2023/03/02

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. 406;
Page No. 85;
Book No. 112;
Series of 7094.

ATTY. LUCINE CHRISTY C. CHAN

NOTARY PUBLIC in and for CEBU CITY
Notarial Commission No. 108-16
Attorney Roll No. 65121
IBP (Lifetime) R. No. 174671, 29 November 2017, Cebu City Chapter
Door 3A, Marinsaga Building, 41 Caticlan Street, Cebu City, Cebu 6000
MCLE Compliance No. VI-2003592-25 October 2017, Valid from
04/15/2016 until 04/14/2021, PIR No. 1487365/04 January 2021, Cebu City;
Commission Expiry December 31, 2021