

“PAKYAW” CONTRACT

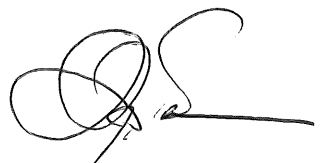
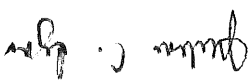
THIS CONTRACT, made and entered into this __ day of __, 2022 between the Mindoro State University (MinSU), represented by **LEVY B. ARAGO, JR.**, University President, as the “**FIRST PARTY**”, and **SMIB CONSTRUCTION MATERIALS & TRADING** represented by **MR. EDMUNDO G. CASANOVA**, “PAKYAW” Contractor, with principal address at 15 Velasco St., Libis, Calapan City, Oriental Mindoro as the “**SECOND PARTY**”

WITNESSETH

1. That, MinSU is in need of laborers for the general civil works of the project “**Labor for Improvement/ Extension/ Installation of Three (3) Electrical Post at MinSU Main Campus**”;
2. That the **SECOND PARTY** agreed to provide all labor, equipment and tools required in the work to be done as described in accordance with general conditions hereunder stated and the terms of this contract.
3. That, the work to be contemplated under this “Pakyaw” contract is the general civil works of the project as follows:

Activity Description	Area/Unit
Labor for Improvement/ Extension/ Installation of Three (3) Electrical Post at MinSU Main Campus	0.156 km

4. That the **SECOND PARTY** shall be responsible for the Personnel Protective Equipment (PPE) and Safety and Health of all the laborers throughout the duration of work.
5. That, the work specified above shall be completed within ninety (90) working days or less.
6. That, the work shall begin within five (5) days after the issuance of Notice to Proceed from the office of the University President;
7. That, the **FIRST PARTY** reserves the right to cancel the contract if in his opinion, the work is not being done in accordance with the instructions, conditions and plans or unnecessary delayed and will not be completed within the stipulated time.
8. That, the **FIRST PARTY** reserves the right to suspend or stop the works at any time it deems necessary, compensating proportionately whatever partial accomplishments have been rendered.
9. That, the amount needed to complete the project as subject of this contract is **Two Hundred Ninety-nine Thousand Five Hundred Pesos (Php299,500.00)**. Any amount in excess of **Php 299,500.00** to complete the project shall be borne by the **SECOND PARTY**.
10. That, in consideration of the labor services rendered to the **FIRST PARTY**, the **SECOND PARTY** shall be paid based on the actual accomplishment, provided that the amount will not exceed Two Hundred Ninety-nine Thousand Five Hundred Pesos (Php299,500.00). That, the amount of contract can be released only in two (2) tranches, 50% of the contract amount upon accomplishing sixty percent (60%) of the total work, and the remaining 50% upon completion of the project.
11. That, accomplishment report of the project together with the letter of request for the release of partial payment/full payment from the “Pakyaw” contractor shall be submitted to the office.
12. That, the amount of one-tenth (1/10) of one percent (1%) of the contract amount per day for liquidated damages is hereby declared and understood to include all losses and cost of whatever nature the Government will sustain because of the failure of the **SECOND PARTY** to complete the contract within the stipulated time.



IN WITNESS WHEREOF, the Parties hereto have signed this contract on this ____ day of ____, 2022 at Victoria, Oriental Mindoro, Philippines.


LEVY B. ARAGO, JR., PH.D.
University President
FIRST PARTY


EDMUNDO G. CASANOVA
Pakyaw" Contractor
SECOND PARTY

WITNESSES:


JOYLENE C. LEVYNES
VP for Administration and Finance


EDMUNDO G. CASANOVA

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Oriental Mindoro) SS
Municipality of _____)

BEFORE ME, this ____th day of ____ 20____, at _____, Oriental Mindoro, Philippines, personally appeared **LEVY B. ARAGO, JR.**, with MinSU I.D. No. 039 in his official capacity as University President, and **EDMUNDO G. CASANOVA** with ID No. _____ issued on _____ at _____ representing the "Pakyaw" Contractor known to me to be the same person who executed the foregoing contract and agreement consisting of two pages including the page wherein this acknowledgement is written, and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represent.

IN WITNESS WHEREOF I have hereunto affixed by signature and seal this ____ day of ____ 20____ at _____, Oriental Mindoro.

Doc. No. 17
Page No. 07
Series No. 1011
Book No. 96

Notary Public —


ATTY. RAYMOND JUEL B. RALENA
Roll of Attorneys No. 010769
IBP Lifetime No. 010769
PTR No. 0773584 - Calapan City
MCLE Compliance No. VII - 0005057
Notarial Commission until December 31, 2022