

"PAKYAW" CONTRACT

THIS CONTRACT, made and entered into this 2nd day of June, 2022 between the Mindoro State University (MinSU), represented by **LEVY B. ARAGO, JR.**, University President, as the "**FIRST PARTY**", and **BA SUZARA ENTERPRISES** represented by **MR. DJAN BIOZ A. SUZARA**, "**PAKYAW**" Contractor, with principal address at Dangay, Roxas, Oriental Mindoro as the "**SECOND PARTY**"

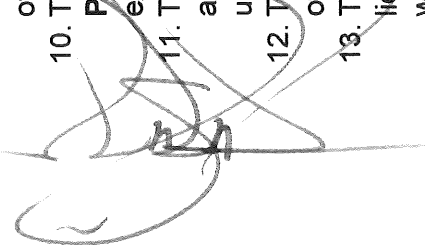
WITNESSETH

1. That, MinSU is in need of laborers for the general civil works of the project "**Labor for Digging and Dike Fixing of Two (2) Pond Compartment in MinSU Bongabong 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:



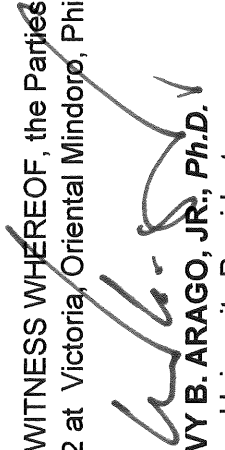
Activity Description	Area/Unit
Labor for Digging and Dike Fixing of Two (2) Pond Compartment in MinSU Bongabong Campus	12,200sq.m.

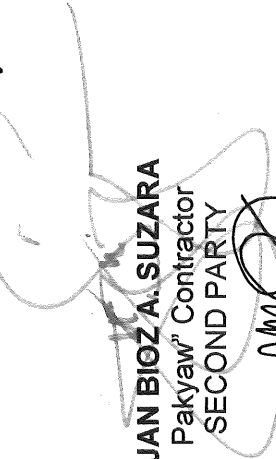
4. That the **SECOND PARTY** shall be responsible for the Personnel Protective Equipment (PPE) and Safety and Health of all the laborers throughout the duration of work.
5. That, the work specified above shall be completed within sixty (60) working days or less.
6. That, the work shall begin within five (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 Fifty Four Thousand Nine Hundred Eighty Pesos (Php254,980.00)**. Any amount in excess of **Php254,980.00** 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 Fifty Four Thousand Nine Hundred Eighty Pesos Php254,980.00.
11. 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.
12. 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.
13. 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.



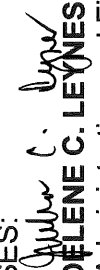
John C. Byn

IN WITNESS WHEREOF, the Parties hereto have signed this contract on this 2nd day of June, 2022 at Victoria, Oriental Mindoro, Philippines.


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


DJAN BIOZ A. SUZARA
Pakyaw" Contractor
SECOND PARTY

WITNESSES:


JOELENE C. LEYNES
VP for Administration and Finance


ENGR. MARJUNE CAGUAY
Director for Auxiliary Services

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 **DJAN BIOZ A. SUZARA** 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____, Oriental Mindoro.

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Notary Public


J. LARA J. PUBLIC
NOTARY PUBLIC
UNTIL DECEMBER 31, 20____
ROLL No. 58500
IBP No. 108910 - 12-31-2021
ORIENTAL MINDORO
IBP No. 151701 01-03-2022
GENERAL ORIENTAL MINDORO