

Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT made and entered this ____ day of _____, between **MINDORO STATE UNIVERSITY (MINSU)** a public institution of higher learning, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Alcate, Victoria, Oriental Mindoro, represented by its OIC- Office of the University President , **DR. CHRISTIAN ANTHONY C. AGUTAYA** hereinafter called the “Entity” of the one part and **JSL BUILDERS AND CONSTRUCTION SUPPLY** duly organized and existing under the laws of the Republic of the Philippines with office address at Poblacion 1, Victoria, Oriental Mindoro represented by its Proprietor, **MR. JIL SANDER JAEN LITERAL** hereinafter called the “Contractor” of the other part.

WHEREAS, the Entity invited Bids for the “**REPAIR AND MAINTENANCE OF UNIVERSITY CANTEEN AT MINSU MAIN CAMPUS**” and has accepted a quote/bid for the **Repair and Maintenance of University Canteen at MinSU Main Campus** in the amount of **FOUR HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SEVENTY PESOS AND 75/100 (Php 499,670.75)** hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Project calls for the Contractor to willfully and faithfully perform the following:

B.5	Project Billboard/ Sign Board
B.7	Occupational Safety & Health Program
101	Clearing works
102	Carpentry Works
103	Roofing Works
104	Electrical Works

All in accordance with Drawings/Plans and Specifications made integral part of this Contract.

The Contractor shall perform the above-mentioned works within **twenty-five (25) calendar days** from the date of the receipt of the Contractor of this Contract and Notice to Proceed.

2. The Entity in consideration of the work performed within the stipulated period and fulfillment of other items and considerations of this contract, and acceptance of the work performed shall pay the Contractor the amount of **Four Hundred Ninety-Nine Thousand Six Hundred Seventy Pesos and 75/100 (Php 499,670.75)**.
3. The Entity hereby covenant to pay the contractor in consideration of the construction work at the contract price provided that the payment shall be made upon request of the contractor on the basis of accomplishment of the project prepared by the Engineer of MinSU. The implementing rules and regulations regarding adjustments of the contract price adopted and approved by the Government shall be applicable in this contract.
4. Progress payments are subject to ten percent (10%) retention referred to as the “retention money” and shall be due for release upon final acceptance of the works. The Contractor may however request for the substitution of the retention money for its progress billing with the surety bonds on demand of amounts equivalent to the retention money substituted for and acceptable to Entity, provided that the project is on schedule and is satisfactorily

undertaken. Otherwise, the ten percent (10%) retention shall be made. Said surety bonds, to be posted in favor of the Entity shall be valid for a duration to be determined by the Entity and will answer for which the ten percent (10%) retention is intended, i.e., to cover uncorrected defects and third party liabilities.

5. Advance payment equivalent to fifteen percent (15%) of the total contract amount representing mobilization is allowed upon request of the contractor and is subject to approval by the University President.

6. In case the contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is hereby in default under the contract, the contractor shall pay the Entity for liquidated damages and not by way of penalty, an amount to be determined in accordance to the following formula for every calendar day of delay, until the work is completed and accepted or taken over by the Government. $LD = .001 \times CP$

Where:

LD = Amount of liquidated damages for each calendar day of delay

CP = total Contract Price minus the value of the completed portions of the contract certified by the Government Office concern as usable of the expiration of the contract time

7. In case the Contractor lags behind the schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Entity will rescind the contract pursuant to existing laws, rules and regulations.

8. In consideration of payment to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to construct, complete and maintain the works in conformity in all respects with provisions of the contract, and all defects noted in its performance during the first twelve (12) months after acceptance of the work done without the fault of the owner/occupant shall be borne out or repaired by the contractor of their cost.

9. The Contractor shall ensure the project against any loss or damages for whatever cause other than "expected risks", that notwithstanding the insurance of the project, the Contractor shall not be relieved of his obligation to have sole charge and care of the project and to take every precaution against any damage or injury to any part thereof until the final acceptance of the works.

10. The Contractor shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws.

11. After final acceptance of the project, the Contractor shall be held responsible for structural defects for the period of fifteen (15) years starting from final acceptance, except those occasioned by force majeure and those caused by other parties.

12. If any disputes or differences of any kind whatsoever arises between the Entity or the Engineer and the Contractor in connection with or arising out of the contract or carrying out of the works, it shall be first be referred to, and settled by the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1008.

13. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract.



IN WITNESS WHEREOF, the Parties have hereunto signed this agreement this _____ at MinSU Main Campus, Alcate, Victoria, Oriental Mindoro.

MINDORO STATE UNIVERSITY

JSL BUILDERS AND CONSTRUCTION SUPPLY

Party of the First Part

Party of the Other Part

By:

By:

MINSU BOARD OF REGENTS
Head of the Procuring Entity

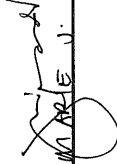
MR. JIL SANDER JAEN LITERAL
Proprietor

By the Authority of the Board of Regents


DR. CHRISTIAN ANTHONY C. AGUTAYA
OIC- Office of the University President

SIGNED IN THE PRESENCE OF:


JOELENE C. LEYNES
VP Administration & Finance


LOREN MARIE J. MIRANDA

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Oriental Mindoro) S.S.
Municipality of _____)

BEFORE ME, notary public for and in the above jurisdiction, personally appeared the following:

NAME	PRC/I.D./CTC. NO.	DATE	PLACE OF ISSUE
Christian Anthony C. Agutaya	_____	_____	_____
Jil Sander Jaen Literal	PRC # 0109204	January 23, 2008	Manila

Known to me to be the persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed.

This instrument consisting four (4) pages including the page wherein this acknowledgement is written had been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this ____ day of _____, 2024 at _____
Oriental Mindoro.

Doc No. 258
Page No. 58
Book No. 121
Series of 2024

NOTARY PUBLIC

ATTY. RAYMOND J. DELA CRUZ
Roll of Attorneys No. 9, 387
IBP License No. 9, 2169
IR No. 1218347 - 6 (LAWYER) (13)
MLE Compliance No. A11-0605057
Notarial Commission until Dec. 31, 2024

Christian C. Agutaya

Jil Sander Jaen Literal

Notary Public

CA 2024-02