



CA 2020-04

Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT made and entered this 24th day of July, 2020 between **MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY (MINS CAT)** 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 Alcatè, Victoria, Oriental Mindoro, represented by its College President, **DR. LEVY B. ARAGO, JR.** hereinafter called the "Entity" of the one part and **TWENTY SIXTEEN CONSTRUCTION AND GENERAL MERCHANDISE** duly organized and existing under the laws of the Republic of the Philippines with office address at San isidro, Victoria, Oriental Mindoro represented by its proprietor, **RICHARD V. INCIONG** hereinafter called the "Contractor" of the other part.

WHEREAS, the Entity invited bids for the **Repair/Improvement and Installation of Water Tank System in Science Laboratory Building in MinSCAT Main Campus** and has accepted a bid for the repair/improvement and installation of water tank system in the amount of **FOUR HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED THIRTY-SIX PESOS (Php 497,236.00)** 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/Signboard
101	Clearing/Grubbing/Layout
102	Foundation and Pedestal
103	Structural Steel Framing
104	Water Tank System
2. The Contractor shall perform the above-mentioned works within **thirty (30) calendar days** from the date of the receipt of the Contractor of this Contract and Notice to Proceed.
3. The Entity shall pay 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-Seven Thousand Two Hundred Thirty-Six Pesos (Php 497,236.00)**.
4. The Entity hereby covenants to pay the contractor in consideration of the works 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 MinSCAT. The implementing rules and regulations regarding adjustments of the contract price adopted and approved by the Government shall be applicable in this contract.
5. 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

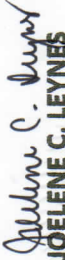
CP = total Contract Price minus the value of the completed portions of the contract certified by the Government Office concern as usable of the expiration of the contract time

6. 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.
7. 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.


Proprietor, Twenty Sixteen Construction and General Merchandise


RICHARD V. INCIONG
Proprietor, Twenty Sixteen Construction and General Merchandise


LEVY B. ARAGO JR., Ph.D.
SUC President III/HoPE


JOELINE C. LEVYNES
VP for Administration & Finance



8. 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.
9. 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.
10. 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 24th day of July, 2020 at MinSCAT Main Campus, Alcate, Victoria, Oriental Mindoro.

MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY
 Party of the First Part

TWENTY SIXTEEN CONSTRUCTION AND GENERAL MERCHANDISE
 Party of the Other Part

By:

Levy B. Arago Jr.
LEVY B. ARAGO JR., Ph.D.
 SUC President III

By:

Richard V. Inciong
RICHARD V. INCIONG
 Proprietor

SIGNED IN THE PRESENCE OF:

Joelene C. Leynes
JOELENE C. LEYNES
 VP for Administration & Finance

Kristian Nil Manda
Kristian Nil Manda
 Liaison Officer

ACKNOWLEDGEMENT

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

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

NAME	PRC/I.D./CTC. NO.	DATE	PLACE OF ISSUE
Levy B. Arago, Jr.	PRC # 0002549	August 11, 2017	Manila
Richard V. Inciong			
Joelene C. Leynes	PRC # 0115520	July 26, 2017	Manila

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

This instrument consisting of two (2) 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 _____, 2020 at _____ Oriental Mindoro.

NOTARY PUBLIC

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 Book No. 60
 Series of 2020

ATTY. RAYMOND JOEL L. BALBUENA
 ROLL OF ATTORNEYS No. 61087
 IBP LIFETIME No. 00789
 MCLE COMPLIANCE No. VI-0013660
 PTR No. 0571363, 03 JANUARY 2020 CALAPAN
 MY COMMISSION EXPIRES ON 31 DECEMBER 2020
 NAUTICAL HIGHWAY, TAWIRAN, CALAPAN CITY