



01/24

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made this 11<sup>th</sup> day of January 2019 between:

**CAMARINES SUR POLYTECHNIC COLLEGES** (hereinafter called the "COLLEGE"), with postal address at Nabua, Camarines Sur;

and

**CHRISTINAJOY CONSTRUCTION AND DEVELOPMENT CORPORATION** (hereinafter called the "CONTRACTOR"), with business address at Santiago Old, Nabua, Camarines Sur.

NOW this CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the COLLEGE is desirous that the CONTRACTOR executes the Project: **Improvement of CSPC Covered Court** hereinafter called the "Works" to be completed within **FIFTY (50) calendar days upon receipt of the Notice to Proceed** and the COLLEGE has accepted the bid offer of the CONTRACTOR being determined as the lowest calculated and responsive bid for the execution and completion of the Works prescribed and specified below, in the amount of **TWO MILLION ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED ONE PESOS & 68/100 (P 2,173,901.68)**.

Item No.	Description	Qty	Unit	Unit Price	Amount
<b>I</b>	<b>GENERAL REQUIREMENTS</b>				
<b>A.</b>	<b>Mobilization and Demobilization</b>				
	Pre-construction works and post-construction works, closing out and disposing offsite of debris and excess materials. Including use of equipment, tools and supplies and other works formalities.	1.00	lot	6,160.00	6,160.00
<b>B.</b>	<b>PROJECT PHOTOGRAPHS</b>				
	Provision of progress photographs for billing, monitoring and documentation purposes.	1.00	lot	3,696.00	3,696.00
<b>2</b>	<b>SITE WORKS</b>				
<b>A</b>	<b>Demolition Works</b>				
	This includes demolition of existing structure to be replaced/renovated as specified in the approved plans.	1.00	lot	24,640.00	24,640.00
<b>B</b>	<b>Restoration Works</b>				
	This includes all restoration works of the affected areas in the installation procedures.	1.00	lot	24,640.00	24,640.00
<b>C</b>	<b>Hauling of Waste Materials</b>				
	This item includes all post construction works and clean up.	1.00	lot	3,696.00	3,696.00
<b>3</b>	<b>ELECTRICAL WORKS</b>				



	This includes provision and installation of all electrical wires and fixtures as specifies in the approved plans and provision and performance of all other works necessary for the completion of this item at least including the following:	1.00	lot	417,629.68	417,629.68
	24" Industrial Fan, 3 Speed Control with Oscillation, 200 W, 215 m3 per min, air volume	26.00	Pcs		
	2.0 mm2 THHN Wire (Grounding)				
	3.5 mm2 THHN Wire				
	5.5 mm2 THHN Wire				
	PVC Utility Surface Type 1-Gang, C.O (Wide Series, Universal with Grounding, Panasonic				
	Junction Box				
	25 mmØ PVC Pipe				
	30 A.T.C.B, 2P, Bolt-on				
	½ Moldflex				
	Moldflex Adapter ½				
	25 mmØ Adapter				
	3.5 mm2 THHN Wire				
	5.5 mm2 THHN Wire				
	Utility Box				
	2-Gang C.O Wide Series Panasonic				
	20 mmØ Moldflex				
	20 A.T. P Bolt-on Type				
<b>4</b>	<b>SPORTS FACILITIES</b>				
	This item includes supply and installation of two set basketball stand with board, score board game clock and shot clock with control panel and accessories.	1.00	lot	1,693,440.00	1,693,440.00
	Scoreboard Game-Clock	1.00	unit		
	Shot Clock 18" x 24" with Control Panel and Accessories	1.00	pair		
	Basketball Stand with Board ¾" Fiber Glass Board with HD Ring Customized Class A	2.00	unit		
	Screen Monitor 3.5 m x 4 m	1.00	unit		
<b>Total</b>				<b>2,173,901.68</b>	



1. In this CONTRACT AGREEMENT, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract Agreement:
  - a. Bidding Documents, containing among others; Invitation to Apply for Eligibility and to Bid; Instructions to Bidders; Bid Data Sheet; General and Special Conditions of Contracts; and Drawings/Plans marked as "Annex A";
  - b. Addendum and/or Supplemental Bid Bulletin, if any,
  - c. Eligibility and Technical Documents, marked as "Annex B";
  - d. Financial Bid Offer, marked as "Annex C";
  - e. Duly Approved BAC Resolution Recommending Award to the Contractor as the Lowest Calculated and Responsive Bidder, marked as "Annex D";
  - f. Notice of Award of Contract and Contractor's Conforme thereto, marked as "Annex E";
  - g. Performance Security, marked as "Annex F";
  - h. Credit line of the Contractor, if any,
  - i. Other contract documents that maybe required by existing laws and/or the College.
3. In consideration of the payments to be made by the COLLEGE to the contractor as hereinafter mentioned, the CONTRACTOR hereby covenants with the COLLEGE to execute and complete the works in conformity with the provisions and conditions of this CONTRACT and warrant that it is free from any defects.
4. The CONTRACTOR agrees to complete the works as shown in the design and plans according to the technical specifications previously stated in the Bid Documents and consequently offered by the Contractor, include securing of the permit, license and others as necessary for the completion of the project.
5. It shall be the obligation of the Contractor to secure the areas affected by the completion of the works which includes but not limited to the installation of appropriate warning and road signs, proper maintenance of the walk ways and roads affected by the works, and ensuring the safety of the students, personnel and the public. In the event of Contractor's failure to provide the above mentioned, the College will perform said work for the Contractor's cost and shall be deducted from the Contractor's collection payment vouchers.
6. It shall be the Contractor's obligation to secure all the necessary building permits, licenses and all other pertinent documents required for the completion of the works and provide the College As-Built plan duly signed by the Project Engineer;
7. The CONTRACTOR warrants that he shall not employ, directly or indirectly any employee of the College in the course of the implementation of the project and further warrants that he has not given nor promised to give any money or gift to any employee of the COLLEGE to secure this contract.
8. The Contract price shall be as agreed upon and hereinafter mentioned in this Contract and no further cost may be collected from the College to cover the



following but not limited to increase of prices of construction supplies, materials, equipment and labor.

9. The CONTRACTOR hereby agrees to pay for the electricity and water expenses to be consumed during the construction period.
10. The CONTRACTOR agrees to allow students on their field work/on-the-job training free access to the project site in close coordination with their respective instructors and supervising engineers.
11. The Contractor shall finish and complete the works called for under this Contract within the time stipulated upon and the Contractor hereby covenants and agrees to pay the College liquidated damages equivalent to the One-Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion of the works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the College shall rescind the contract, without prejudice to other courses of action and remedies open to it.
12. Any sum which may be payable to the College for such liquidated damages may be deducted from the Contractor's collection vouchers or retained by the College from any balance of whatever nature which may be due the Contractor when any particular works called for under this Contract shall have been finished or completed;
13. The lawful occupation by the College of any completed portion of the Works subject of this Contract shall not be deemed as a waiver of whatsoever rights and/or remedies the College may have or is entitled to under the law and/or under the terms and conditions of this Contract, nor shall it diminish whatever liability the Contractor may incur for the liquidated damages provided herein with respect to the delays in the completion of the works;
14. The obligation of the Contractor to pay damages due to unexcused delays shall not relieve it from the obligation to complete and finish the performance of the Works, and to secure the final certificate of inspection from the proper government authorities;
15. If the works are suspended for an unreasonable length of time, without any justifiable cause by the Contractor, such suspension shall be taken as abandonment of the Works, and the College shall have the right to declare the Contractor in default; and the former shall be entitled to charge against the Contractor's Performance Bond all forms of damages it may suffer and to hire another Contractor to finish the Works. Suspension of the Works for at least fifteen days shall be deemed unreasonable;
16. Both parties mutually agree to observe strictly and comply all provisions stated in the General and Special Conditions of Contract (Annex A) such as, but not limited to: possession of site; contractor's obligations; performance security; sub-contracting; liquidated damages; contractor's risk and warranty security; required insurances; contract termination, its causes and procedures; resolutions of disputes; variation orders; program of work; defect liabilities; advance payment; progress payment; retention and, Provisions of R.A 9184.
17. The contractor and his workforce are required to abide by the "no smoking policy" of the College as per Administrative Order No. 02, s. 2014; and the



policy on littering and maintenance of the cleanliness of the surroundings as per Administrative Memorandum No. 039, s. 2014. It is understood that the contractor shall be responsible in putting signages within the construction premises.

IN WITNESS whereof, the parties hereto have caused this CONTRACT AGREEMENT to be executed the day and year first above written.


Signed, sealed, and delivered by DR. DULCE F. ATIAN, President (for the COLLEGE).

Signed, sealed, and delivered by KATRINA FRANCIA R. FRANCIA-NIEBRES, President (for the CONTRACTOR).

Binding Signature of the COLLEGE


  
DR. DULCE F. ATIAN  
SUC President III


Binding Signature of the CONTRACTOR

  
KATRINA FRANCIA R. FRANCIA-NIEBRES  
President

SIGNED IN THE PRESENCE OF:

  
MS. MARIA FRANCIA S. ABACA  
Accountant III

  
MR. FERDINAND B. VALENCIA  
VP for Administration

  
ENGR. HENRY P. TURALDE  
College Engineer/Head FMO




ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
NAGA CITY ) S. S.  
\_\_\_\_\_ )  
\_\_\_\_\_ )

BEFORE ME, the undersigned notary public for and in the Province of  
NAGA CITY, this 24<sup>th</sup> JAN 2019 day of  
\_\_\_\_\_ at \_\_\_\_\_ appeared.

DR. DULCE F. ATIAN, with Community Tax Certificate No. \_\_\_\_\_ issued  
at Nabua, Camarines Sur on \_\_\_\_\_ and KATRINA FRANCIA R.  
FRANCIA-NIEBRES, with Community Tax Certificate No. 19493969 issued at  
Nabua, Cam. Sur on 1/8/19 known to me to be the same  
persons who executed and signed the foregoing instrument consisting of six (6) pages,  
including this page, signed by the parties and acknowledged to me that the same is  
their free and voluntary act and deed of the principal they represent.

WITNESS MY HAND AND SEAL at the place and date above mentioned.

  
**ATTY. FLORENCIO R. ROSALES**  
NOTARY PUBLIC  
NAGA CITY, CAM. SUR  
ROLL No. 29005/MCLEN, E-0022200  
COMM. No. 18-33, UNTIL DEC. 31, 2019  
IBP No. 053157/10-24-18/N.C.  
PTR No. 0418340/01-03-15/N.C.  
OR 2 PRIETO BLDG. PANGANIBAN DRIVE  
NAGA CITY / TEL. No. 473-8358

