



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

**CHRISTINAJAY 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 Water Supply System** hereinafter called the "Works" to be completed within **ONE HUNDRED EIGHTY (180) 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 **ONE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED THIRTY-TWO PESOS & 51/100 (P 1,383,432.51)**.

Item No.	Description	Qty	Unit	Unit Price	Amount
1	<b>GENERAL REQUIREMENTS</b>				
A.	<b>Mobilization and Demolition</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 formalities	1.00	lot	30,800.00	30,800.00
B	<b>Construction Safety and Health</b>				
	Construction Safety and Health program including all manpower, facilities and equipment such as PPE, accessories, safety signs and others.	1.00	lot	6,160.00	6,160.00
C	<b>Project photographs</b>				
	Provision of progress photographs for billing, monitoring and documentation purposes.	1.00	lot	6,160.00	6,160.00
D	<b>Hauling of Waste Materials</b>				
	This item includes all post construction works and clean up.	1.00	lot	6,160.00	6,160.00
2	<b>SITE WORKS</b>				
A	<b>Pipe Drilling</b>				
	Provide and drill one set of up to 2" diameter G.I Pipe to a minimum depth of 120 meters below the ground and maximum of 220 meters below the ground to suit site condition including all fittings, accessories and works necessary for the completion of the item.	1.00	lot	465,696.00	465,696.00
3	<b>CONCRETE MASONRY WORKS</b>				



	Provide and cast insitu cement concrete as specified in the drawings complete with necessary reinforcement, ties, splice, anchorage, shuttering, and accessories, including curing and other works according to specifications and supply and lay concrete hollow block including steel reinforcement, mortar and filler according to drawings and specifications for cistern tank, concrete floor and for the restoration of the damaged concrete wall and floor due to installation of the new water line lay out.	1.00	lot	162,012.31	162,012.31
<b>4</b>	<b>PLUMBING WORKS</b>				
<b>A</b>	<b>Pumps and Water Tanks and Other Accessories</b>				
	This item shall include supply, transportation and installation of pump, water tanks and its accessories including supply and performance of works that is ancillary to the item and are necessary for the completion of the work and atleast including the following:	1.00	lot	274,428.00	274,428.00
	Water Pump (1hp); Pump shall have a built-in protective functions, automatic reset, rated head of 91.9ft, maximum operating pressure of 109 psi and rated flow of 13.2 Usgpm.	8.00	sets		
	Stainless Steel Pressure Tank (82 gal Capacity)	4.00	Sets		
	Electric Control System includes all electrical wires, switches and other accessories to provide electrical supply necessary for functionality of pumps.				
<b>B</b>	<b>Water System Layout</b>				
	This item include removal of existing water line lay out replaced with PPR pipes and also includes supply performance of all works not specified but are necessary for the full functionality of the water supply system.	1.00	lot	148,856.40	148,856.40
<b>5</b>	<b>DRAINAGE WORKS</b>				
	Provide and install 3" diameter drainage pipe going to the nearest drainage canal including all accessories according to specifications as shown in the drawings.	1.00	Lot	83,160.00	83,160.00
<b>6</b>	<b>TILING WORKS</b>				
	Provide and lay tiles on the floor, inner and outer wall of the reservoir including bed preparation, bedding and grout according to drawings and specifications.	1.00	lot	116,839.80	116,839.80
<b>7</b>	<b>WATER QUALITY TEST AND ANCILLARY WORKS</b>				
	Provide results of Water Quality Test such as Physical, Chemical and Bacteriological Test. This also includes all works not specifically mentioned at the program but is necessary for the completion of the project and shall comply with any appropriate International, National or Local Standards.	1.00	lot	83,160.00	83,160.00
<b>Total</b>				<b>1,383,432.51</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

Binding Signature of the CONTRACTOR


  
DR. DULCE F. ATIAN  
SUC President III

  
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

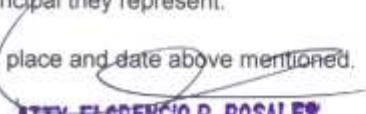
ACKNOWLEDGEMENT

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

BEFORE ME, the undersigned notary public, for and in the Province of \_\_\_\_\_, this 24 JAN 2019 day of NAGA CITY 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. 13499963 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. 29805/MCLE No. 2-0022200  
CPM No. 18-33, UNTIL DEC. 31, 2019  
IBP No. 053157/10-24-18/N.C.  
PTR No. 0218340/CI-03-19/N.C.  
OR OFFICE BLDG. PANAMBAT DRIVE  
NAGA CITY / TEL. No. 473-4258