

CONTRACT AGREEMENT

REPLACEMENT OF ROOFING AT THE SARMIENTO CAMPUS (BUILDING C) (Negotiated Procurement- Adjacent/ Contiguous)

Know All Men by These Present:

This CONTRACT made and executed this ___ day of **December 2019**, by and between:

BULACAN STATE UNIVERSITY, a state educational institution duly organized and existing under and by virtue of the laws of the Philippines, with principal office and postal address at **Guinhawa, City of Malolos, Bulacan 3000 of the Philippines** represented by its President **Dr. CECILIA N. GASCON** (hereinafter called "the UNIVERSITY").

- and -

ROSSLANC CONSTRUCTION AND DEVELOPMENT duly organized and existing under the laws of the Philippines, with postal address at 2/F 594 Road 1, Ma. Magdalena Subd., San Juan, Balagtas, Bulacan represented herein by its Owner/ General Manager **Engr. ALVIN P. MARTIN** and by virtue of the powers conferred upon him (hereinafter called "the CONTRACTOR").

WITNESSETH

WHEREAS, the Proposed Project is adjacent or contiguous to an on-going infrastructure project which is the **REPLACEMENT OF ROOFING AT SARMIENTO CAMPUS (INFRA-2019-16)**, the original project, being an integral part of the latter;

WHEREAS, the Contractor, **Rosslande Construction and Development** was awarded the original project through competitive bidding;

WHEREAS, the proposed project has similar and related scopes of work;

WHEREAS, from the documents presented in the original project, the contractor has the constructing capability to handle the job;

WHEREAS, the amount of the proposed project does not exceed the amount of the on-going project;

WHEREAS, the contractor has no negative slippage/ delay;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations herein set forth, the parties hereby agree as follows:

I. SCOPE OF WORK

During the term of this Agreement, the **CONTRACTOR** shall:

1.1 Render the Work enumerated and described in the Construction Specifications and in accordance with the general terms and conditions and made an integral part of this Agreement with utmost efficiency and reliability.

1.2 Provide plans, designs/drawings as approved by the **UNIVERSITY** which are necessary in the execution of work mutually agreed upon by the **UNIVERSITY** and the **CONTRACTOR**.

1.3 Undertake the construction and completion of the work in full compliance with the contract documents.

1.4 Any and all requests by either party to modify the scope of the Work must be made in writing and must be approved or agreed to in writing by the other party.

DR. CECILIA N. GASCON

Engr. ALVIN P. MARTIN

(BulSU Witness)

(Contractor's Witness)

FELICITAS G. MIRABUENOS

DR. CECILIA N. GASCON

1.5 The **CONTRACTOR** shall comply and provide on its own account, all Government provisions and requirements on Fire safety equipment like Fire sprinklers and fire alarm, emergency light and fire exit on all facilities of the building.

1.6 The **CONTRACTOR** shall be responsible on Sewage Treatment Plant (STP) while doing the construction works.

1.7 The **CONTRACTOR** shall be free to use any means and methods not contrary to law, regulations and the provisions and spirit of this Agreement, which it believes will best enable it to perform the committed Work.

1.8 The **CONTRACTOR** shall assign such number of its qualified, skilled, well trained and well-screened personnel ("Personnel") as may be necessary for the efficient and successful performance and completion of the Work in accordance with the requirements of and to the satisfaction of the **UNIVERSITY**.

1.9 The **CONTRACTOR** shall be liable for hauling of scrap taken from the construction of the project.

1.10 The **CONTRACTOR** shall provide, on its own account, all the tools, equipment, implements, materials, supplies, uniforms, identification cards and paraphernalia necessary for its Personnel to perform the Services.

1.11 The **CONTRACTOR** shall likewise be responsible for all the acts, faults, negligence, or omissions of its Personnel and for the upkeep, maintenance and condition of the tools, equipment, implements, materials, supplies and paraphernalia used in the performance of the Work.

II. CONTRACT DOCUMENTS

The following document hereinafter referred to as Contract Documents constitute an integral part of this contract as fully as if hereto attached or herein stated, expect as otherwise modified by mutual agreement in writing of both parties, to wit:

1. Contract Agreement
2. Conditions of the Contract
3. Drawings/ Plans
4. Program of Works/Bill of Quantities/Detailed Estimates
5. Instructions to Bidders
6. Performance Security
7. BAC Resolution no. **INFRA-2019-49** recommending the use of Negotiated Procurement- Adjacent/ Contiguous and **INFRA-2019-56** recommending award of contract
8. Notice to Proceed of Contract and Contractor's "Conforme" thereto
9. Other documents from the original project that may be required by the office/ agency concerned.

III. CONTRACT PRICE

The **CONTRACTOR** warrants and has represented to the **UNIVERSITY** that it has the capability, competence, and sufficient resources to construct and complete the aforesaid work, thus offered the bid for **One Million Four Hundred Twenty Five Thousand Twenty One Pesos and 60/100 (P 1,425,021.60)**, hereinafter called ("the Contract Price")

IV. ESCALATION OF COST

Under no circumstances will there be any escalation in price for the increased cost of labor and materials in this Work.

FELICITAS G. MIRABUENOS

V. PERFORMANCE SECURITY

The **CONTRACTOR** is required to post with the **UNIVERSITY**, a **Surety Bond** from **BETHEL GENERAL INSURANCE AND SURETY CORPORATION** in the Amount of **Four Hundred Twenty Seven Thousand Five Hundred Six Pesos and 48/100 (P 427,506.48)**, Philippine currency, equivalent to **Thirty Percent (30%)** of the Contract Price to make good on the Down Payment and for the faithful performance by the **CONTRACTOR** of its obligations herein and for payment of all losses or damages which the **UNIVERSITY** may sustain as a result of the **CONTRACTOR'S** failure to faithfully comply with the provisions of the Contract.

In the event that the **CONTRACTOR** cannot complete the Work on the agreed completion time, Time of Completion, or in case of an approved time extension, the **CONTRACTOR** is required to renew the Surety Bond corresponding to the new agreed date of completion, assuming extension is allowed by the **CONTRACTOR**, without prejudice to payment of interest/penalty to the **OWNER** as provided in this Agreement.

Prior to the release of the Surety Bond, the **CONTRACTOR** shall execute a sworn affidavit that all wages and salaries of its staff and employees and all indebtedness connected with the work, including but not limited to claims of or credits to suppliers, and other creditors of the **CONTRACTOR** have been fully settled. Said bond shall be valid for the construction duration plus one month and shall be replaced with a Guarantee Bond.

The **CONTRACTOR** shall give the **UNIVERSITY** ten percent (10%) of the total contract price as retention bond, which shall be due for release after the defect's liability period and upon final acceptance of the works.

VI. MANNER OF PAYMENT

The **UNIVERSITY** shall pay the **CONTRACTOR** for the entire performance and completion of Works herein, the Contract Price of **One Million Four Hundred Twenty Five Thousand Twenty One Pesos and 60/100 (P 1,425,021.60)**, inclusive of Value Added Tax (VAT) through Government disbursement procedure, subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, the IRR of R.A. 9184, and applicable Government Procurement Policy Board Resolutions.

The **CONTRACTOR** hereto guarantees that for the implementation of the Work, the **UNIVERSITY** shall not incur any expenses beyond the said amount except for any addition of extra work not provided in this Agreement that may be required and authorized in writing by the **UNIVERSITY**.

VII. RETENTION

Progress payments are subject to the retention of ten percent (10%) referred to as "retention money". Such retention shall be based on the total amount due to the **CONTRACTOR** prior to any deduction and shall be retained until One Hundred Percent (100%) of the value of works, as determined by the **UNIVERSITY**, are completed.

VIII. COMPLETION PERIOD

The **CONTRACTOR** agrees to complete, deliver, and turn over the project within **(45) calendar days** counted from the agreed date of construction, which should not be later than seven (7) calendar days from receipt of the Notice to Proceed. Otherwise, the **CONTRACTOR** shall indemnify the **UNIVERSITY**, without demand **ONE -TENTH OF ONE PERCENT (0.001)** of the cost of the unperformed portion for every day of delay.

The **UNIVERSITY** shall deduct the liquidated damages from payments or any money due, or which may be due to the **CONTRACTOR** under this Agreement and/or collect such unliquidated damages from the retention money or other securities posted by the **CONTRACTOR**, whichever is convenient and at the option of the **UNIVERSITY**.

ACKNOWLEDGMENT

DR. CECILIA N. GASCON

REPUBLIC OF THE PHILIPPINES
BALAGTAS, BULACAN
_____)S.S.
_____)

BEFORE ME, a Notary Public for and in the Province/City of
BALAGTAS, BULACAN this **DEC 20, 2019**, 2019, personally came
and appeared:

Name	Gov't issued identification	Issued At/Date
Dr. CECILIA N. GASCON	UMID CRN-006-0074-2060-3	
Engr. ALVIN P. MARTIN	PRC ID: 0076159	


Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. **496**
Page No. **101**
Book No. **022**
Series of 2019

(BulSU Witness)


DOMINIC DELAYAN
Notary Public
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attydompagdelayan@yahoo.com
PTR. No. 16859207-01-03-107 Balagtas, Bulacan
IBP Lifetime No. 022554
MCLE Compliance No. VI-0016701
Roll No. 56556

(Contractor's Witness)

FELICITAS G. MIRABUENOS