



CONTRACT AGREEMENT

COMPLETION OF ACADEMIC BUILDING I- NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) (DESIGN AND BUILD SCHEME)

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT of the COMPLETION OF ACADEMIC BUILDING I-NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) of PSHS-ZRC on a Design and Build Scheme (THE "AGREEMENT") is made and entered into this 28th day of September 2021 between **PHILIPPINE SCIENCE HIGH SCHOOL-ZAMBOANGA PENINSULA REGION CAMPUS (PSHS-ZRC)**, represented by **LOUIE C. JAMORA**, with office address at Cogon, Dipolog City, Zamboanga del Norte (hereinafter called the "ENTITY") and **MMG CONSTRUCTION**, represented by **SAMER M. RANDY**, General Manager/Proprietor, with office address at Purok 9, Bayug, Hinaplanon, Iligan City (hereinafter called the "CONTRACTOR");

WHEREAS, the ENTITY is desirous that the CONTRACTOR executes the **Completion of Academic Building I-Negotiated Procurement (Two Failed Biddings)** of PSHS-ZRC on a Design and Build Scheme (hereinafter called the "Works") and the ENTITY has accepted the proposal of **Two Million Seven Hundred Forty Eight Thousand Seven Hundred Forty Pesos and Seventy Four Centavos (P2,748,740.74)** by the CONTRACTOR for the execution and construction of such Works and the remedying of any defects therein;

WHEREAS, the above-mentioned project was undertaken through a public bidding conducted last July 26, 2021 and where subsequently, the PSHS-ZRC Bids and Awards Committee (BAC) found **MMG CONSTRUCTION** had the Lowest Calculated and Responsive Bid and recommended it to be awarded to undertake the project, and was awarded of the contract as per PSHS-ZRC Management Committee Resolution No. 09-050 s. 2021;

WHEREAS, the design and construction of the aforementioned project shall comply with at least the minimum specifications and standards set forth by the National Building Code of the Philippines (R.A. 6541); Civil Engineering Law (R.A. 544); Electrical Engineering Law (RA 7920); Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns, related safety, health, labor and sanitary laws and local ordinances and regulations;

WHEREAS, the ENTITY has accepted the bid of the CONTRACTOR the completion of the Works of this project in the amount of **Two Million Seven Hundred Forty Eight Thousand Seven Hundred Forty Pesos and Seventy Four Centavos (P2,748,740.74)** with the following items:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT
I.	General Requirements	Lot	1.0	181,440.00	181,440.00
II.	Completion of Wet and Dry Standpipe Fire System	Lot	1.0	472,684.80	472,684.80
III.	Fire Detection and Alarm System (FDAS)	Unit	1.0	162,220.80	162,220.80
IV.	Construction of Cistern Tank	Cu.m.	28.2	18,400.22	518,886.14
V.	Installation of Sun Baffles	Lot	1.0	949,828.99	949,828.99
VI.	Tile Works	Sq.m.	490.0	946.29	463,680.00
VII.	Urinals	Unit	4.0	0.00	0.00
TOTAL COST					2,748,740.74
Two Million Seven Hundred Forty Eight Thousand Seven Hundred Forty Pesos and Seventy Four Centavos					

WHEREAS, the design and build CONTRACTOR commits to comply all the WORKS required in the Scope of Work that may not have been included in the Detailed Estimates made by the CONTRACTOR;

WHEREAS, the whole period, including the provision of the "As-Built" plans, will not exceed 100 calendar days from the date of the issuance of the Notice to Proceed (NTP);

WHEREAS, the CONTRACT shall not take effect until the CONTRACTOR shall have furnished and delivered to the ENTITY a Performance Security, issued by a duly accredited bonding company, in an amount as may be determined by the form of security submitted, in pursuance to the applicable provisions of Section 39.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184, to wit:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument. ^(a)	Goods and Consulting Services – Five percent (5%) Infrastructure Projects – Ten percent (10%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however,</i> That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. ^(a)	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

- (a) Notice of Award
- (b) Contract Agreement
- (c) General Conditions of Contract
- (d) Drawings/Plans
- (e) Specifications
- (f) Financial Bid Form

Technical Proposals:

1. Bid security as to form, amount and validity period
2. Authority of the signing official
3. Project requirements
4. Schematic documents
5. Value engineering analysis of design and construction report
6. Organizational chart
7. List of Contractor's Personnel with complete qualifications and experiences data
8. Omnibus Sworn Statement

Financial Proposals:

1. Financial Bid in prescribed form
2. Bill of Quantities for the whole building
3. Detailed Cost Estimates for the Complete Building
4. Payment schedule


3. The CONTRACTOR shall submit a detailed program of work within seven (7) calendar days after the issuance of the notice of the official start of the work duration for approval by the procuring entity.
4. The design and build CONTRACTOR shall certify that he has, at his own expense, inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered under the Scope of Work of the project.
5. The design and build CONTRACTOR shall ensure that all works at the stages of design, construction, restoration of affected areas and testing shall be carried out efficiently and effectively.
6. The design and build CONTRACTOR shall provide the school with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site.
7. The design and build CONTRACTOR shall consider the academic calendar and critical dates and occasions within the School, in order to align his work schedule with the academic calendar of the school to avoid unnecessary disruption of school activities due to construction activities such as closure of water and power supply and non-usage of the existing roads.
8. The design and build CONTRACTOR shall inform the school of critical events during construction, especially when such events can potentially disrupt school activities.
9. The design and build CONTRACTOR will be held accountable for accidents that might occur during the execution of the project. The design and build CONTRACTOR is required to install warning signs and barriers for the safety of the general public and the avoidance of any accidents and provide appropriate and approved type personal protective equipment for their construction personnel.
10. The design and build CONTRACTOR shall be professionally liable for the design and shall submit a signed and sealed copy of the approved construction documents to form part of the Contract Documents.
11. Only the plans approved by the Head of Procuring Entity (HOPE) shall be signed and sealed by the design and build CONTRACTOR, and thereafter shall be the plans used for construction.
12. All works designed and constructed should be guaranteed to seamlessly fit into the overall system general design standards of the PSHS System.
13. PSHS-ZRC shall pay the design and build CONTRACTOR's progress billings for actual works accomplished, as certified by ENTITY. In no case shall progress billing be made more than once every thirty (30) calendar days. During construction, materials delivered on site will not be included in the progress billing. Upon completion of the project, materials or equipment delivered on site but not completely put in place or used in the project shall not be included for payment, unless otherwise included in the detailed items mentioned above; if included in the detailed items, the CONTRACTOR and the ENTITY will agree on the correct amount to be included for billing.
14. All progress payments shall be subject to retention of ten percent (10%) based on the amount due to the design and build CONTRACTOR prior to any deduction. The total retention money shall be released only upon Final Acceptance of the Project. The design and build CONTRACTOR may, however, request for its release prior to Final Acceptance subject to the guidelines set forth in R.A. 9184 and its Implementing Rules and Regulations.
15. The design and build CONTRACTOR may request in writing, which must be submitted to form part of the Contract Documents, for an advance payment equivalent to Fifteen Percent (15%) of the Total Contract Price. The advance payment shall be made once the design and build CONTRACTOR issues its irrevocable standby letter of credit from a reputable bank acceptable to the PSHS System, or Surety Bond of equivalent value, within fifteen (15) days from the signing of the Contract Agreement to cover said advance payment.
16. The provisions on liquidated damages Rule XXII, Section 68 of the 2016 Revised IRR of RA 9184, are hereby incorporated and deemed to form part of this CONTRACT AGREEMENT. The amount of liquidated damages shall be equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works every day of delay.
17. Accordingly, the CONTRACTOR is to comply to the Scope of Work for the Completion of Academic Building I of PSHS-ZRC on a Design and Build Scheme and Annex E of the 2016 Revised IRR of RA 9184.

IN WITNESS WHEREOF, the parties to the contract have affixed their signatures on this instrument on this 28th day of September 2021 at Philippine Science High School-Zamboanga Peninsula Region Campus, Cogon, Dipolog City, Philippines.

**PHILIPPINE SCIENCE HIGH SCHOOL-
ZAMBOANGA PENINSULA REGION CAMPUS**
Entity

MMG CONSTRUCTION
Contractor


By:

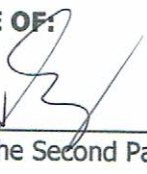

ENGR. LOUIE C. JAMORA
Campus Director

By:


SAMER M. RANDY
Manager/Proprietor

SIGNED IN THE PRESENCE OF:


MILO S. SALDON
Representative of the First Party


RACHEL ANITON
Representative of the Second Party

CERTIFIED FUNDS AVAILABLE:


JANE ROSARIE B. SIONG
Accountant II

ACKNOWLEDGMENT

Republic of the Philippines)
City of Dipolog) S.S.

BEFORE ME, a Notary Public, for and in the above jurisdiction of _____ this
_____, personally appeared the following:

NAME	IDENTIFICATION NO.	DATE/PLACE ISSUED
LOUIE C. JAMORA	PRC 0003981	Oct. 14, 1996/Sampaloc, Manila
SAMER M. RANDY	PRC 0099238	May 27, 2004/Sampaloc, Manila

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

This instrument relates to Contract Agreement consisting five (5) pages including this page wherein this Acknowledgment is written and has been signed at the bottom and on the left-hand margin of each and every page and their instrumental witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this 20 OCT 2021 day of _____ 2021 at Dipolog City, Philippines.

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Series of 2021

IMO M. MANDANTES, CPA
NOTARY PUBLIC
VALID UNTIL 12/31/2021
COMMISSION NO. SN: ZDM-DPL-013-2020
PTR NO. 2175131 - 01/04/2021 - DIPOLONG CITY
IBF NO. 12211 - 01/04/2021
ATTORNEY'S ROLL NO. 62014
LAPULAPU ST., DIPOLONG CITY