

CONTRACT AGREEMENT

THIS AGREEMENT, made this 11TH day of MAY, 2020 between SOUTHERN LEYTE STATE UNIVERSITY, represented herein by Dr. PROSE IVY G. YEPES, President, hereinafter called the "ENTITY" and HINUNANGAN ENTERPRISES represented by Engr. REYNALDO C. FERNANDEZ hereinafter called the "CONTRACTOR".

WHEREAS, The University is desirous that the Contractor execute the WORKS for the COMPLETION OF UNIVERSITY LIBRARY, and the Entity has accepted the Bid of the contractor at the calculated unit bid price shown in the attached Bill of Quantities for the Contract Price of NINETEEN MILLION, FOUR HUNDRED SEVENTY THOUSAND FOUR HUNDRED FIFTEEN Pesos and 84/100 (₱19,470,415.84) only for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Contractor for and in consideration of the prices and agreement mentioned in this proposal and contractor booklet as awarded and accepted, at his own proper cause and expense shall fully and faithfully perform all works, furnish all the requirements, equipment and labor necessary for the above-named project to be completed in accordance with the requirements of the corresponding plans and specifications as well as the applicable provision of the Implementing Rules and Guidelines of Republic Act No. 9184.

The Contractor further agrees to begin the work on the project on the ____ day of _____, 2020 and complete the same within **Two Hundred Forty (240)** calendar days including Saturdays and Legal holidays.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Contract Agreement;
 - b. General and Special Conditions of Contract;
 - c. Bid Form and the Price Schedule submitted by the Bidder;
 - d. Drawings/Plans;
 - e. Specifications;
 - f. Schedule of Requirements;
 - g. Invitation to Bid;
 - h. Instruction to Bidders;
 - i. Bid Data Sheet;
 - j. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - k. Eligibility requirements, documents and/or statements;
 - l. Performance Security;
 - m. Notice of Award of Contract and the Bidder's conforme thereto;
 - n. Other Contract Documents
 - n.1. Construction Schedule and S-Curve

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- n.2. Manpower Schedule
 - n.3. Construction Methods
 - n.4. Equipment Utilization Schedule
 - n.5. Construction Safety and Health Program
 - n.6. PERT/CPM
3. Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is hereby default under contract, the Contractor shall pay the Government for liquidated damages, and not by way of penalty, a rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Entity shall rescind the Contract pursuant to GCC Clause 23 without prejudice to other courses of action and remedies open to it. The Head of the Agency may also impose additional liquidated damages of the Contractor provided such is prescribed in the Instruction to Bidders.
 4. No extension of Contract whatsoever shall be granted to the Contractor due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by him, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical part of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.
 5. That within a period of one (1) year after completion and final acceptance of the project, the Contractor shall be liable for any damages and defects discovered on the works due to faulty installations on the use of inferior materials. A Surety Bond equal to Ten Percent (10%) of the Contract cost shall be immediately put up by the Contractor for purpose of guarantee to such deficiencies. The guarantee Bond shall be co-terminus with the period of warranty.
 6. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
 7. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
 8. Settlement of Dispute – If any dispute or difference of any kind whatsoever shall arise between the Entity and the Contractor in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation following rules stipulated in the General Conditions of Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


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SOUTHERN LEYTE STATE UNIVERSITY
Main Campus (ENTITY)

HINUNANGAN ENTERPRISES
(Contractor)

BY:

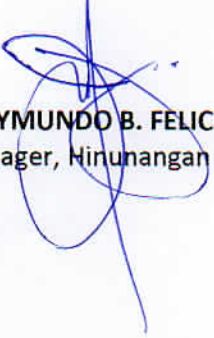
BY:


PROSE IVY G. YEPES, Ed.D.
University President


Engr. REYNALDO C. FERNANDEZ
Proprietor

SIGNED IN THE PRESENCE OF:


MABEL R. CALVA
VP for Administration and Finance


Arch. RAYMUNDO B. FELICILDA, JR.
Project Manager, Hinunangan Enterprises

ACKNOWLEDGEMENT

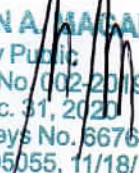
Republic of the Philippine)
Municipality of Sogod) s.s.

MAY 12 2020

BEFORE ME this _____ day of _____, 2020 at
SOGOD, SOUTHERN LEYTE, Philippines personally appeared DR.
PROSE IVY G. YEPES, with Passport No. EC 6036351 issued on November 20, 2015 at Tacloban City,
Philippines and REYNALDO C. FERNANDEZ with PRC No. _____ issued on
_____ at _____, Philippines known to me to be
the same person who executed the foregoing instrument and they acknowledged to me that the same
is their free, voluntary act and deed.

This instrument consists of three (3) pages including this page on which this acknowledgement
is written has been signed on each and every page thereof by the parties concerned and their
instrumental witnesses and sealed with my notarial seal.

Doc. No.: 452
Page No.: 91
Book No.: 94
Series of: 2020


NOTARY PUBLIC
RTC 39-NC No. 002-2019
UNTIL Dec. 31, 2020
Roll of Attorneys No. 66764
BP OR No. 095055, 11/18/19
PTR No. 7257513, 12/17/19
MCLE Compliance No. VI-0011147