



CONTRACT AGREEMENT

THIS AGREEMENT, made this 19th day of December, 2023 between **WESTERN MINDANAO STATE UNIVERSITY**, Zamboanga City (hereinafter called the "Entity") represented by **DR. MA. CARLA A. OCHOTORENA** – President, with office address at Normal Road, Baliwasan and **USF CONSTRUCTION AND HARDWARE TRADING** (hereinafter called the "Contractor"), represented by **NADZRIMAR A. USMAN** – with office address at Blk. 7, Lot 5, Valle Rosa Subd., Zamboanga City.

WHEREAS, the Entity is desirous that the Contractor execute Board Resolution No. 174, S. 2023 – (**CONSTRUCTION OF SCHOOL BUILDING COMPONENT FOR INFRASTRUCTURE AND SMART CAMPUS DEVELOPMENT, OPERATIONALIZATION OF FACE TO FACE CLASSES AND UPGRADING PROCUREMENT OF EQUIPMENT**) (Hereinafter called the "Works") and the Entity has accepted the Bid **FOUR MILLION FIVE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED FORTY-SIX PESOS AND THRITY-TWO CENTAVOS (Php. 4,549,846.32)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS 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 of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. Philippine Bidding Documents (PBDs);

- i. Drawings/Plans;
- ii. Specifications;
- iii. Bill of Quantities;
- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any;

b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto; and

Partly
CHRISTIANNE DAWN R. SICAT, CPA
 OIC-University Accountant

[Signature]
ASSO. PROF. AL-GHANI D. MOHAMMAD
 WMSU/BOR Secretary

[Signature]
NADZRIMAR A. USMAN
 Proprietor

[Signature]
DR. MA. CARLA A. OCHOTORENA
 President, WMSU



Republic of the Philippines
WESTERN MINDANAO STATE UNIVERSITY
BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE

Normal Road, Baliwasan Zamboanga City
 Telephone: 062-991-7875
www.wmsu.edu.ph



- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDS.

Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to proceed, Variation Orders, and warranty Security, shall likewise form part of the Contract.

3. The ENTITY also hereby covenants to pay CONTRACTOR, in consideration of the completion of work herein mentioned, the contract price at the time and in the manner prescribed in this contract, as follows:

Schedule of Payment	Percentage (%) of work accomplishment
First Payment	20% accomplishment
Second Payment	30% accomplishment
Third Payment	40% accomplishment
Fourth Payment	50% accomplishment
Sixth Payment	60% accomplishment
Seventh Payment	70% accomplishment
Eight Payment	80% accomplishment
Ninth Payment	90% accomplishment
Final Payment	100% accomplishment

The CONTRACTOR shall submit a Progress Billing or a request for payment for work accomplished. Such request for payment, including the Statement of Work Accomplished by the contractor, must be verified and approved by the government project engineer concerned. Except as otherwise stipulated in the ITB, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

The ENTITY has the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities. It must not process any progress payment unless the discovered defects are corrected.

Furthermore, the payment of the contract price shall be subject to 10% retention of contract price as retention fee to the condition that such claims for payment shall be supported by the following documents:

- Report of accomplishment by the **CONTRACTOR** which shall be certified correct by the Technical and Inspection Committee of the **ENTITY**;
- If applicable, passing result of Materials Testing of concrete and reinforcing steel bars equivalent to the given structural design criteria duly certified by the DPWH Bureau of Materials Testing, WMSU Universal Testing Machine, College of Engineering and or any other authorized government agency; and

Paul J.
 CHRISTIANNE DAWN R. SICAT, CPA
 OIC-University Accountant

[Signature]
 ASSO PROF AL GHANI D. MOHAMMAD
 WMSU/BOR Secretary

[Signature]
 NADZRI M. A. USMAN
 Proprietor

[Signature]
 DR. MA CARLA A. OCHOTORENA
 President, WMSU



c. Technical Inspection report made by COA TPI;

AS PER PROCUREMENT MANUAL ON RETENTION:

The total "retention money" shall be due for release after the defects liability period, upon final acceptance of the works.

4. In consideration for *the FOUR MILLION FIVE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED FORTY-SIX PESOS AND THRITY-TWO CENTAVOS (Php. 4,549,846.32)* or such other sums as may be ascertained, **USF Construction and Hardware Trading** agrees the **CONSTRUCTION OF SCHOOL BUILDING COMPONENT FOR INFRASTRUCTURE AND SMART CAMPUS DEVELOPMENT, OPERATIONALIZATION OF FACE TO FACE CLASSES AND UPGRADINGPROCUREMENT OF EQUIPMENT** in accordance with his/her/its Bid.
5. The **WESTERN MINDANAO STATE UNIVERSITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


DR. MA. CARLA A. OCHOTORENA, R.N.
 President

for:

**WESTERN MINDANAO STATE
 UNIVERSITY**


NADZRIMARA A. USMAN
 Proprietor

for:

**USF CONSTRUCTION AND
 HARDWARE TRADING**

Witnesses:


ASSO PROF. AL-GHANI D. MOHAMMAD
 WMSU/BOR, Secretary


CHRISTIANNE DAWN R. SICAT, CPA
 OIC-University Accountant



ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Zamboanga, Philippines, on this _____ day of JAN 15 2023, personally appeared: **DR. MA. CARLA A. OCHOTORENA** with WMSU Employee ID No. 410040 and **NADZRIMAR A. USMAN** all duly issued in Zamboanga City, are known to me and to me known to be the same persons who executed the foregoing Contract consisting of four (4) pages, and signed by all the parties and their witnesses on each and every page thereon, including this page on which this Acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

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

Doc. No. 36 ;
 Page No. 9 ;
 Book No. 44 ;
 Series of 2023.

NOTARY PUBLIC
ATTY. ROBERTO A. RIVERO III
 Notary Public for Zamboanga City
 Rivero Medalle Law Office
 G/F Amli's Hotel, Pilar St., Zambo. City
 Not. Comm. No. 2023-303; 01-01-24; 12-31-25
 Roll No. 59055; 05-11-11
 IBP No. 393024; 01-03-24
 PTR No. 2779681; 12-21-23