



CONTRACT AGREEMENT

THIS AGREEMENT, made this 02 11 2024 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 **SIBUGAY RGT CONSTRUCTION, INC.** (hereinafter called the "Contractor"), represented by **EDDIE Q. ALBANO**– with office address at Purok Orchid, Libertad, Tungawan, Zamboanga Sibugay.

WHEREAS, the Entity is desirous that the Contractor execute BAC Resolution No. 025-2024 **"PR 24-09-411 INF CONSTRUCTION OF AL FRESCO FOR THE UNIVERSITY FOOD SERVICE CENTER (REBID)"** for Fifty-Eight (58) calendar days *Hereinafter called the "Works"* and the Entity has accepted the bid **ONE MILLION EIGHTY-ONE THOUSAND EIGHT HUNDRED TWENTY-FOUR PESOS AND EIGHTY-SIX CENTAVOS (Php 1,081,824.86)** 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;


CHRISTIANNE DAWN R. SICAT, CPA
University Accountant


PROF. AL-GHANI D. MOHAMMAD
WMSU/ROD-Secretary


EDDIE Q. ALBANO
President/ABC


DR. MA. CARLA A. OCHOTORENA
President, WMSU



d.

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

- 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

CHRISTIANNE DAWN R. SICAT, CPA
University Accountant

PROF. AL-SHAMIZ M. MOHAMMAD
WMSUBOR Secretary

EDDIE Q. ALBANO
President/WFO

DR. MA. CARLA A. OCHOTORENA
President, WMSU



Technical Inspection report made by COA TPI;

AS PER PROCUREMENT MANUAL ON RETENTION:

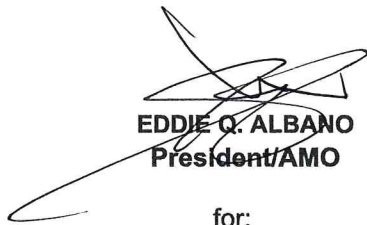
The total "retention money" shall be due for release after the defects liability period, upon final acceptance of the works.

4. In consideration for the **ONE MILLION EIGHTY-ONE THOUSAND EIGHT HUNDRED TWENTY-FOUR PESOS AND EIGHTY-SIX CENTAVOS (Php 1,081,824.86)** or such other sums as may be ascertained, **SIBUGAY RGT CONSTRUCTION, INC.** agrees the **"PR 24-09-411 INF CONSTRUCTION OF AL FRESCO FOR THE UNIVERSITY FOOD SERVICE CENTER (REBID)"** 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


EDDIE Q. ALBANO
President/AMO

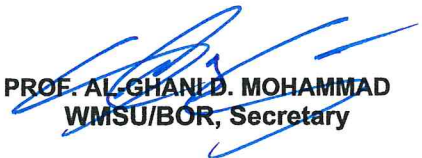
for:

for:

WESTERN MINDANAO STATE UNIVERSITY

SIBUGAY RGT CONSTRUCTION, INC.

Witnesses:


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


CHRISTIANNE DAWN R. SICAT, CPA
University Accountant



Republic of the Philippines
WESTERN MINDANAO STATE UNIVERSITY

Office of the President
Normal Road, Baliwasan, Zamboanga City, 7000

✉ wmsu@wmsu.edu.ph/wmsupres@wmsu.edu.ph ☎ 992-4238




ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Zamboanga, Philippines, on this _____ day of DEC 23 2024, personally appeared: **DR. MA. CARLA A. OCHOTORENA** with WMSU Employee ID No. 410040 and **EDDIE Q. ALBANO** with ID No. _____ all duly issued in Zamboanga City and Zamboanga Sibugay, 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.

NOTARY PUBLIC

Doc. No. 59 ;
Page No. 13 ;
Book No. 10 ;
Series of 2024.


ATTY. CHRISZENLY L. FERNANDEZ
Notary Public for Zamboanga City
Notarial Commission No. 2023 - 247
Until December 31, 2025
PTR No. 9062925; 1-3-24
Roll No. 77054
MCLE No. Exempted
IBP No. 396795; 1-4-2024