



**CONTRACT**

THIS AGREEMENT, made this JAN 10 2025 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 **THREE J BUILDERS AND DEVELOPERS** (hereinafter called the "Contractor"), represented by **ENGR. EUGYENE A. PEÑAFLO** – with office address at Lot 1, Block 15, Justina Subdivision, Putik, Zamboanga City.

WHEREAS, the Entity is desirous that the Contractor execute BAC Resolution No. 025-2024 "**PR 24-10-489 INF UPGRADING OF PRIMARY FEEDERLINE AND SECONDARY DISTRIBUTION LINE FROM SINGLE PHASE TO THREE PHASE LINE (REBID)**" for One Hundred Fifty-Eight (158) calendar days Hereinafter called the "Works" and the Entity has accepted the bid **FOURTEEN MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND THIRTY-ONE PESOS and EIGHTY-NINE CENTAVOS (Php 14,958,031.89)** 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

*Christianne Dawn R. Sicat*  
CHRISTIANNE DAWN R. SICAT, CPA  
University Accountant

*Prof. Al-Chano D. Mohammad*  
PROF. AL-CHANO D. MOHAMMAD  
WMSU/BOR Secretary

*Engr. Eugyene A. Peñaflo*  
ENGR. EUGYENE A. PEÑAFLO  
Proprietor

*Dr. Ma. Carla A. Ochotorena*  
DR. MA. CARLA A. OCHOTORENA  
President WMSU



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



*Christianne Dawn R. Sicat*  
**CHRISTIANNE DAWN R. SICAT, CPA**  
 University Accountant

- 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:

- a. Report of accomplishment by the **CONTRACTOR** which shall be certified correct by the Technical and Inspection Committee of the **ENTITY**;
- b. 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,

*Prof. Al-Ghano D. Mohammad*  
**PROF. AL-GHANO D. MOHAMMAD**  
 WMSU/BOR Secretary

*Engr. Eugene A. Penaflo*  
**ENGR. EUGENE A. PENAFLO**  
 Proprietor

*Dr. Ma. Carla A. Ochotorena*  
**DR. MA. CARLA A. OCHOTORENA**  
 President, WMSU



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WMSU Universal Testing Machine, College of Engineering and or any other authorized government agency; and

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 **FOURTEEN MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND THIRTY-ONE PESOS and EIGHTY-NINE CENTAVOS (Php 14,958,031.89)** or such other sums as may be ascertained, **THREE J BUILDERS AND DEVELOPERS** agrees the **PR 24-10-489 INF UPGRADING OF PRIMARY FEEDERLINE AND SECONDARY DISTRIBUTION LINE FROM SINGLE PHASE TO THREE PHASE LINE (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

  
**ENGR. EUGENE A. PEÑAFLO**  
Proprietor

for:

for:

**WESTERN MINDANAO STATE UNIVERSITY**

**THREE J BUILDERS AND DEVELOPERS**

**Witnesses:**

  
**PROF. AL CHANI D. MOHAMMAD**  
WMSU/BOR, Secretary

  
**CHRISTIANNE DAWN R. SICAT, CPA**  
University Accountant



**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Zamboanga, Philippines, on this \_\_\_\_\_ day of JAN 08 2024, personally appeared: **DR. MA. CARLA A. OCHOTORENA** with WMSU Employee ID No. 410040 and **ENGR. EUGYENE A. PEÑAFLORES** with ID No. \_\_\_\_\_ 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.

NOTARY PUBLIC

Doc. No. 77 ;  
Page No. 11 ;  
Book No. 46 ;  
Series of 2024.

*(Signature)*  
ATTY. ROBERTO A. RIVERA III  
Notary Public for Zamboanga City  
Rivera Legal Law Office  
G/F Amil's Hotel, Pilar St., Zamboanga City  
Not. Comm. No. 2023-383; 01-01-24; 12-31-25  
Roll No. 59055; 05-11-11  
IBP No. 393624; 01-03-24  
PTR No. 2779681; 12-21-23

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

I, **EUGYENE A. PEÑAFLOR**, of legal age, married, Filipino, Owner of **THREE J BUILDERS AND DEVELOPER** with office and business address at Lot 1, Block 15, Justina Subdivision, Putik, Zamboanga City, Philippines, do hereby **name, constitute and appoint, NURHASSAN JANA ANAM II**, likewise of legal age, Filipino, single/married and a resident of Block 6, Lot 9, Morning Glory, Putik, Zamboanga City, Philippines, to be my true and lawful attorney-in-fact for me and in my name and stead, and for my benefit and behalf, to do and perform any or all of the following acts and deed, to wit:

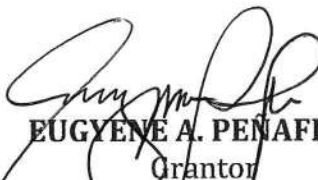
*To represent and make representations to claim and receive the Notice to Proceed, Notice of Award and Contract of Agreement before the Western Mindanao State University (WMSU) in behalf of **THREE J BUILDERS AND DEVELOPER**;*

*To follow-up any document and perform all act/s that maybe necessary or proper to be done under the premises.*


**HEREBY GIVING AND GRANTING** unto said attorney-in-fact full power and authority to perform any and every act/s which are requisite or necessary to be done in and about the premises as fully to all intents and purposes as I might or could lawfully do if personally present and acting in person, with full power of substitution and revocation and **HEREBY RATIFYING AND CONFIRMING** all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

DEC 17 2024

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_, City of Zamboanga, Philippines.

  
**EUGYENE A. PEÑAFLOR**  
Grantor  
PRC ID. No. 0017033

With my conformity:

  
**NURHASSAN JANA ANAM II**  
Attorney-in-Fact  
PRC. ID. No. 0206894

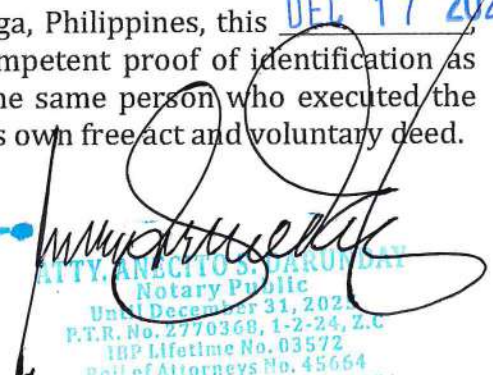
Signed in the presence of: \_\_\_\_\_ and \_\_\_\_\_

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public, for in the City of Zamboanga, Philippines, this DEC 17 2024 personally came and appeared the named Grantor, with his competent proof of identification as stated below his name, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his own free act and voluntary deed.

**WITNESS MY HAND AND NOTARIAL SEAL.**

- Doc. No. 78
- Page No. 17
- Book No. 202
- Series of 2024

  
**ATTY. ANECITO S. DARUNDAY**  
Notary Public  
Until December 31, 2024  
P.T.R. No. 2770369, 1-2-24, Z.C.  
IBP Lifetime No. 03572  
Roll of Attorneys No. 45664  
Notarial Commission No. 2023-254