

CONTRACT AGREEMENT
Proposed Waterproofing of Admin, CHSS & Atrium Roof Deck (PBM 2024-03)

THIS AGREEMENT is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, through its constituent unit, the **UNIVERSITY OF THE PHILIPPINES MINDANAO (UP MINDANAO)**, established by virtue of Republic Act No. 7889, with office address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LYRE ANNI E. MURAO, Ph.D.**, hereinafter referred to as the "**UNIVERSITY**";

and

The **ATLASPRIMUS CONSTRUCTION SERVICES**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at 28 Alcantara Subd. Brgy. III D, San Pablo City, Laguna, represented herein by its Authorized Representative, **DIANNE U. POMPERADA**, hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the UNIVERSITY is desirous that the CONTRACTOR execute the **Proposed Waterproofing of Admin, CHSS & Atrium Roof Deck (PBM 2024-03)** hereinafter called "the Work" and the UNIVERSITY has accepted the Bid for **Two Million Nine Hundred Thousand Pesos (Php2,900,000.00)** 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 meaning as that 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 (Surety Bond), as Annex "A" to "A-2";
- d. Notice of Award of Contract, as Annex "B" 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. **PAYMENTS** - In consideration of the payments to be made by the UNIVERSITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the UNIVERSITY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

COA U.P. MINDANAO
RECEIVED
 DATE SEP 04 2024
 TIME
 BY

[Handwritten signature]

[Handwritten mark]

[Handwritten mark]

The UNIVERSITY hereby covenants to pay the CONTRACTOR in consideration of the provision of the goods and services and the remedying of defects therein, The Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

The Contract Price is inclusive of all duties, taxes, license premiums, fees and charges which may accrue by virtue of the WORK, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contribution imposed by law and insurance. All such fees shall be for the account of the CONTRACTOR.

Any exemption in the payment of the foregoing shall be credited to the UNIVERSITY. The CONTRACTOR is obligated to inform the UNIVERSITY in writing of any exemption obtained or granted to it with respect to taxes, licenses, and other fees. The CONTRACTOR shall pay all cost incurred in the preparation of this Agreement, including notarial fees.

No changes shall be made on the contract price by reason of escalation in currency, the price of materials, tolls, equipment, or labor supervising during the course of the work, except under conditions specified by Law. Any adjustment in the Contract Price shall be done in accordance with guidance provided by law.

- a) The UP MINDANAO shall, upon a written request of the CONTRACTOR which shall be submitted as a contract document, make an advance payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price pursuant to Annex "E" (The 2016 Revised Implementing Rules and Regulations of Republic Act 9184).
 - b) The advance payment of 15% shall be made upon the submission to and acceptance by the UP MINDANAO of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the WORK is accomplished, and accompanied by a claim for advance payment.
 - c) The remaining amount shall be paid upon completion of the WORK.
4. **PERIOD OF WORK** - The CONTRACTOR shall complete the aforementioned WORK within **One Hundred Eighty (180)** calendar days from receipt of the Notice to Proceed ready for use of the UNIVERSITY unless prevented by causes like strikes, accidents, typhoons, floods and other natural calamities or other unforeseen events, which render the work incapable of completion, in which case the UNIVERSITY shall have the power to extend the time and shall certify accordingly.

No extension of contract time whatsoever shall be granted to the CONTRACTOR due to ordinary/unfavorable conditions, non-availability of equipment or materials to be furnished by it, labor problems and such causes for which the UNIVERSITY is not directly responsible, or when time-affected activities do not fall within the critical part of the network. The Provisions of RA 9184 and its IRR shall apply in case of suspension of work.

5. **SUBCONTRACT** - The CONTRACTOR shall not assign, transfer, pledge, convey, subcontract or make any other disposition of the Contract or any part or interest therein under this Contract without the consent of the UNIVERSITY.
6. **LIQUIDATED DAMAGES**- In the event the CONTRACTOR refuses or fails to deliver within the time herein specified, or within the period or extension that may be granted by the UNIVERSITY, if any, the UNIVERSITY is hereby authorized to deduct liquidated damages from any amount due under this contract.

To be entitled to such liquidated damages, the UNIVERSITY does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due to the CONTRACTOR under the Contract and/or collect such


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liquidated damages from the securities posted by the CONTRACTOR whichever is convenient to the UNIVERSITY.

The amount of liquidated damages to be paid by the CONTRACTOR shall be ONE TENTH OF ONE PERCENT (1/10 of 1 %) of the cost of the unperformed portion of the works for every day of delay.

The provisions of RA 9184 and its IRR on liquidated damages shall apply in case of liquidated damages.

- 7. **VIOLATION OF TERMS AND CONDITIONS** - If the CONTRACTOR in any manner neglects or fails to perform any agreement herein stipulated, the UNIVERSITY shall give written notice to the CONTRACTOR to proceed with such work and to perform such agreement, and if it shall fail to do so accordingly within five (5) days from receipt thereof, and the Project Engineer shall certify that such failure is sufficient ground for action, it shall be lawful for the UNIVERSITY to enter upon the premises and to complete the work contemplated under this Contract, and to use or authorize such other contractor or person to use thereof any tools, materials and property of the CONTRACTOR in such event shall be liable to the UNIVERSITY for the amount incurred in excess of the contract price plus other damages the UNIVERSITY may suffer by reason thereof.
- 8. **LIABILITY CLAUSE** - The UNIVERSITY shall not be liable for any damage or prejudice caused to third persons arising out of or related to the contract, provided that there was no negligence on the part of the UNIVERSITY.
- 9. **AMENDMENTS AND REVISIONS** – All amendments or revision of any provision of this contract shall be upon the prior written consent of both parties subject to the execution of an appropriate instrument for the purpose.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed this AUG 28 2024 (date).

**UNIVERSITY OF THE PHILIPPINES
MINDANAO**

**ATLASPRIMUS CONSTRUCTION
SERVICES**

By:

By:


LYRE ANNI E. MURAO, Ph.D.
Chancellor


DIANNE U. POMPERADA
Authorized Representative

Signed in the presence of:


LEO MANUEL B. ESTAÑA
Vice Chancellor for Administration
UP Mindanao


ZENAIDA G. CALATRAVA, CPA
Chief, Accounting Office
UP Mindanao

Republic of the Philippines)
DAVAO CITY
SAN PABLO CITY, LAGUNA) ss.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit: SAN PABLO CITY, LAGUNA

Name	Gov't Issued ID	Date Issued
1. Lyre Anni E. Murao	<u>L02-06-003064</u>	<u>07/03/2018</u>
2. Dianne U. Pomperada	<u>P9664149B</u>	<u>04/19/2022</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of four (4) pages including this page where the Acknowledgement is written, refers to a Contract Agreement between the UNIVERSITY OF THE PHILIPPINES MINDANAO and ATLASPRIMUS CONSTRUCTION SERVICES. It has been signed by the parties and their instrumental witnesses at every page.

WITNESS MY HAND AND NOTARIAL SEAL this 28 day AUG 28 2024
2024 at SAN PABLO CITY, LAGUNA

Doc. No.: 107 ;
Page No.: 33 ;
Book No.: XI ;
Series of 2024.

Subbondad
ATTY. MARIE HYACINTH C. BOESER-BONDAD
NOTARY PUBLIC FOR & IN CITY OF SAN PABLO,
MUNICIPALITIES OF ALAMINOS, RIZAL & NAGCARLAN
UNTIL DECEMBER 31, 2024 under NC 13(2023-2024)
PTR No. 6125030/1-3-24-SPC
IBP No. 392497/1-3-24/Laguna
MCLE Compliance No. VII-0006108
Roll No. 73132; TIN No. 734-980-301-000
#40 Paseo De Escudero St., Brgy. V-D, SPC, Laguna

dsj

[Signature]

ANNEX "A"

NUTARY FEE	579.00
OTHERS	31.36
TOTAL	P 610.36

ALPHA INSURANCE & SURETY COMPANY, INC.
ALPHA INSURANCE CENTRE
 1025 San Marcelino St., Fortin, Manila
 Franklin 924-1301 / Fax No. 922-8333

PERFORMANCE BOND
VALID FOR DPWH AND GOVERNMENT AGENCY ONLY

KNOW ALL MEN BY THESE PRESENTS:

That we, ATLASPRABUS CONSTRUCTION SERVICES 28 ALCANTARA SURD
 on the 2ND day of AUGUST 2024 in the presence of BRIG. INO SAN PABLO DIB principal and ALPHA INSURANCE AND SURETY COMPANY, INC. a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at Manila, as surety are held & firmly bound unto UNIVERSITY OF THE PHILIPPINES MIINDANAO

in the sum of EIGHT HUNDRED SEVENTY THOUSAND PESOS P 870,000.00
 Philippine Currency, in the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

 TO FULLY AND FAITHFULLY COMPLY WITH ITS OBLIGATION TO PERFORM THE PROJECT:
PROPOSED WATERPROOFING OF ADMIN, CHSS & ATRIUM ROOF DECK (PBM 2024-03)

 THE LIABILITY OF THIS BOND SHALL IN NO CASE EXCEED THE SUM OF PESOS
 EIGHT HUNDRED SEVENTY THOUSAND PESOS (P870,000.00) PHILIPPINE CURRENCY.
 THE RIGHT TO INSTITUTE ACTION ON THE PENAL BOND PURSUANT TO ARTICLE NO. 3688 ON ANY
 INDIVIDUAL FIRM, PARTNERSHIP, CORPORATION OR ASSOCIATION SUPPLYING THE CONTRACTOR
 WITH LABOR AND MATERIALS FOR THE SAID PROJECT IS HEREBY ACCOMPLISHED AND CONFIRMED.
 THAT THIS BOND IS CALLABLE ON DEMAND PURSUANT TO R.A. 9184.

WHEREAS, said Contract requires said principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on his part of said contract.
 NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in full force and effect.
 The liability of ALPHA INSURANCE AND SURETY COMPANY, INC. under this bond will expire on AUGUST 2, 2025 and the SURETY does not assume any responsibility for any liability incurred thereafter said date, notice of claims against the SURETY must be given to the bonding company not later than (10) ten days and failure to do so shall release the SURETY from all liabilities under this bond and shall be a

BIDS AND AWARDS COMMITTEE
REGISTRATION
 AUG 20 2024

WITNESSED, SIGNED, SEALED AND DATED this 2ND day of AUGUST 2024
SOL ROMUALDO C. BONILLA Proprietor
MS. CHARINA N. SANTIAGO
 ALPHA INSURANCE AND SURETY COMPANY, INC.
 TIN 090-433-024-000-VAT

ANNEX "A-1"

164486

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF MANILA) S.S.

In Manila, Philippines, 2ND day of AUGUST, 2024 A.D., personally appeared before me:

NAME	Res. Cert. No.	ISSUED	
		At	On
Mr. <u>SOL ROMUALDO C. BONILLA</u>			
Mr. _____			
Mr. _____			

and Mr. MS. CHARINA N. SANTIAGO with Res. Cert. No. 210-388-938 Issued at _____ on _____ for and in behalf of ALPHA INSURANCE AND SURETY COMPANY, INC. with Res. Cert. No. C- 000-433-024-000 issued at Manila, on _____ to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

Doc. No. 94
Page No. 19
Book No. 26
Series of 20 24

KITY. ROGELIO A. AJES
NOTARY PUBLIC FOR SAN PABLO CITY, ALAM, NAGCARLAN, PANGASINAN
PTR 42-78899-1-2-12-1-24/PASIG
T 1-5728 / 12-1-24/PASIG
EXEMPTION VI-CDE/87
NO. 23377

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF MANILA) S.S.

MS. CHARINA N. SANTIAGO of ALPHA INSURANCE AND SURETY COMPANY, INC. having been duly sworn states and deposes that the said ALPHA INSURANCE AND SURETY COMPANY, INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Manila and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit: EIGHT HUNDRED SEVENTY THOUSAND PESOS

Pesos, (P 870,000.00) Philippine Currency, over and above all just debts and obligations and property exempt from execution.

ALPHA INSURANCE AND SURETY COMPANY, INC.
TIN 000-433-024-000-VAT

By MS. CHARINA N. SANTIAGO

Subscribed and sworn to before me this 2ND day of AUGUST, 2024 at SAN PABLO CITY, LAGUNA, Philippines. Affiant exhibited to me his Residence Certificate and that the corporations as above mentioned.

Doc. No. 9c
Page No. 19
Book No. 26
Series of 20 24

KITY. ROGELIO A. AJES
NOTARY PUBLIC FOR SAN PABLO CITY, ALAM, NAGCARLAN, PANGASINAN
PTR 42-78899-1-2-12-1-24/PASIG
T 1-5728 / 12-1-24/PASIG

ANNEX "A-2"

Fig. 3022/27.R



Republika ng Pilipinas
Kagawaran ng Pantawagang
Kasaysayan ng Kalakhang Bayan
KAGAWARAN NG KALAKHANG BAYAN

ITO AT PATUNAY na ang **ALPHA INSURANCE & SURETY COMPANY, INC.**
NG LUNGSOD NG MAYNILA, PILIPINAS

na nangangailangan ng pang **DI-BUHAY**
SURETY
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatagpuan sa lahat ng mga kailangang itinakda ng batas

ng Pilipinas kasagay sa gayong mga kompanya ng seguro, kung kaya pinaghakakobhan

na ang **KATIBAYAN NG PAKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
CERTIFICATE OF AUTHORITY

ang ng seguro na itinakda sa itaas batayang dalabangdalawa ng hatunggabi, ng datatampu't isang

araw ng Disyembre, taong dalawang libo't dalawampu't apat

maliban kung apat na bayan o piglin ng may makatuwirang dahilan.



Itinatag KATUBAYAN NITO, inilapita ko ang akong pangalan

at kininatal ang Opyal na Tatak ng aking Tanggapan

sa Lungsod ng Maynila, Pilipinas, itaas may bosa

simula itaas ng Enero 2022

CERTIFIED TRUE COPY
BY: EDWARD H. PEMO

DENNIS R. FUNA
Insurance Commissioner

*AO No. 244 issued on
May 21, 1997

Date Issued

ANNEX "B"



**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE
UNIVERSITY OF THE PHILIPPINES MINDANAO**

Administration Building, Mindanao, Davao City 8022, Philippines
T. + (082) 253-0863 E. infrastructure@upm.edu.ph

NOTICE OF AWARD

August 1, 2024

BAC INFRA-NOA-LAEM
2024-002_V00

MR. SOL ROMUALDO C. BONILLA

Proprietor
Atlaspinus Construction Services
28 Alcantara Subdivision, Barangay III-D
San Pablo City, Laguna

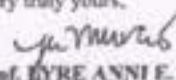
Dear Mr. Bonilla:

We are pleased to inform you that your bid for the Proposed Waterproofing of Admin, CHSS & Atrium Roof Deck (PBM 2024-03) with the amount of P 2,900,000.00 has been accepted.

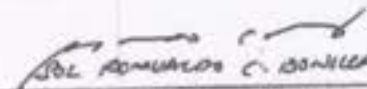
You are therefore required, within ten (10) days from receipt of this Notice of Award, to submit the performance bond and to formally enter into contract with us. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Thank you.

Very truly yours,


Prof. TYRE ANNI E. MURAO, Ph.D.
Chancellor

Conforme:


Printed Name & Signature

08-01-2024
Date

