

**PAKYAW CONTRACT**

**PROJECT: Pakyaw Labor for the Construction of Groundwater Well, MMSU-CTE, Laoag City.**

**Contract Amount: P125,060.05**

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**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT made and executed by and between –

**CARLO HUMPER GUMTANG** (the “**PAKYAW CONTRACTOR**”), of legal age, married with address at #10 San, Nicolas, Ilocos Norte

- And -

**MARIANO MARCOS STATE UNIVERSITY**, an education institution of higher learning created and existing by virtue of PD 1279, with office address at Batac City Ilocos Norte, represented in this act by **DR. SHIRLEY C. AGRUPIS**, in her capacity as President (**MMSU**)

**WHEREAS, MMSU** programmed the above **PROJECT** with a total Approved Budget for Contract (ABC) in the amount of **One Hundred Twenty-Six Thousand Pesos only (P126,000.00)**, the specifications and details of which are contained in the documents listed under paragraph 1 below, collectively referred to here as the “**PROJECT DOCUMENTS**;”

**WHEREAS, the PAKYAW CONTRACTOR** after reviewing the **PROJECT DOCUMENTS** warranted that he possesses all the required skill, knowledge, tools and equipment, including manpower resource, and represented that he is capable of undertaking the **PROJECT** in accordance with the **PROJECT DOCUMENTS** and to the satisfaction of **MMSU**.

**NOW, THEREFORE**, for and inconsideration of the foregoing premises, the parties have agreed as follows:

1. The following documents, in conjunction with each other, shall be the basis for the works and construction of the **PROJECT**, and are hereto attached as integral parts hereof:
  - a) Project Information Document;
  - b) Approved Request;
  - c) Invitation to Pakyaw Group, if any;
  - d) All papers necessary and relevant to the completion of the **PROJECT**.
2. For and in consideration of the above contract amount, the **PAKYAW CONTRACTOR** shall undertake to complete the **PROJECT** in accordance with the **PROJECT DOCUMENTS** and to the satisfaction of **MMSU**, including any and all revisions and modifications, if any.
3. The **PAKYAW CONTRACTOR** shall provide and furnish all labor, tools and equipment necessary and proper to undertake and complete the **PROJECT** and hereby represents


that the **PAKYAW CONTRACTOR** possess valid licenses and permits required for the exercise of any profession/occupation and/or to do the works required by the **PROJECT**.

4. **PAKYAW CONTRACTOR** hereby promises and warrants to complete the **PROJECT** in accordance with the **PROJECT DOCUMENTS** and to the satisfaction of **MMSU**, including revisions and/or modifications, if any, within a period of not more than **FIFTEEN (15)** working days from receipt of the **Notice to Proceed**. Should, for any reason, the **PROJECT** is not completed to the satisfaction of **MMSU** within this period, the **PAKYAW CONTRACTOR** shall be liable for liquidated damages for each day of delay. Additionally, the **PAKYAW CONTRACTOR** may, at any time before the completion of the **PROJECT** and at the discretion of **MMSU**, be required to secure a performance bond to guarantee completion of the **PROJECT** on time.
5. Any injury, loss or damage to persons or property attributable to the **PAKYAW CONTRACTOR** or any person or entity under its supervision or control, or whose presence or participation was sought by the **PAKYAW CONTRACTOR** shall be borne exclusively by the latter. For this purpose, the **PAKYAW CONTRACTOR**, May, at any time before completion of the **PROJECT** and at the discretion of **MMSU**, be required to secure insurance to cover such eventuality.
6. This Agreement shall be primarily governed by the provisions of the Government Procurement Reform Act, (R. A. 9184) and all issuance thereunder, and suppletory by the Civil Code of the Philippines and other statutes that may become relevant under the premises.

**IN WITNESS** whereof the parties thereto have caused this Agreement to be executed this \_\_\_ day of JUN 22 2022, at Batac City, Ilocos Norte.

**MARIANO MARCOS STATE UNIVERSITY**

By:


  
**SHIRLEY C. AGRUPIS**  
President

**PAKYAW CONTRACTOR**

By:

  
**CARLO HUMPER GUMTANG**

**SIGNED IN THE PRESENCE OF:**

  
**IMELDA C. BORPUZ**

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES  
CITY OF BATAC  
PROVINCE OF ILOCOS NORTE) SS

Before me, this JUN 22 2022 day of \_\_\_\_\_ 2021 personally came and appeared the following:

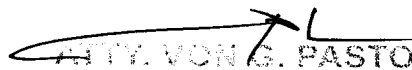
**SHIRLEY C. AGRUPIS** MMSU ID No. 0334

**CARLO HUMPER GUMTANG** ID No. 54665

who, known to me and to me known to be the same person who executed the foregoing PAKYAW CONTRACT, consisting of THREE (3) PAGES, including this page whereon this acknowledgment is written signed by the parties and their witnesses on each and every page thereof, including this page whereon this acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed including the entities they represent.

**NOTARY PUBLIC**

DOC. NO. 242  
PAGE NO. 35  
BOOK NO. XI  
SERIES OF 2022

  
**ATTY. VON G. PASTOR**  
NOTARY PUBLIC  
FOR PADAY AND PROVINCE OF ILOCOS NORTE  
UNTIL DEC. 31, 2021  
COMM. NO. 29-20/12-15-20  
ROLL NO. 74724/7-16-2020  
ISP NO. 138554/1-14-2021  
PTR NO. 096879/01-07-2021  
TEL. NO. 373-636  
BRGY. 9 SAN PEDRO, PADAY, ILOCOS NORTE