

Contract for the Establishment and/or Support to the College of Medicine (CO Component: Finishing of the College of Medicine Academic, Research and Support Facilities Building)

KNOW ALL ME BY THESE PRESENTS:

This **AGREEMENT**, made and executed by and between -

The **MARIANO MARCOS STATE UNIVERSITY**, an education institution created under and by virtue of PD 1279, with main campus at Batac City, Ilocos Norte, represented in this ACT by **DR. SHIRLEY C. AGRUPIS**, duly authorized in her capacity as **PRESIDENT**, hereinafter referred to as "**MMSU**;"

- AND -

ECDI ENGINEERING AND CONSTRUCTION, a sole proprietorship, with address at 3/F RSRK Building, Brgy. Biday, City of San Fernando, La Union represented by **ENGR. REYNALDO D. BALANON**, Manager, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH: That-

WHEREAS, **MMSU** on April 20, 2021, after competitive bidding conducted in accordance with R.A. 9184, the Government Procurement Reform Act, the project, **Construction of the University Health and Wellness Center Building, MMSU, City of Batac ("H & W Center")**, was awarded to the Contractor, having offered the single calculated and responsive bid, with a contract price of P24,990,000.00, the completion of which is scheduled on July 16, 2022;

WHEREAS, the construction of the **Establishment and/or Support to the College of Medicine (CO Component: Finishing of the College of Medicine Academic, Research and Support Facilities Building), "(Finishing of COM)"** the ABC of which is P11,130,800.39, is ready for implementation and execution, the site of which is adjacent/contiguous to the latter.

WHEREAS, Section 53.4 of R.A. 9184 and Its Implementing Rules and Regulations provides among others, that, Negotiated Procurement can be availed of in infrastructure projects whereby the procuring entity directly negotiates a contract with a technically, legally and financially capable contractor, " where the subject contract is adjacent or contiguous to an on-going Infrastructure Project xxx, Provided, however, That (a) the original contract is the result of a Competitive Bidding; (b) the subject contract to be negotiated has similar or related scopes of work; (c) it is within the contracting capacity of the contractor/consultant; (d) the contractor/consultant uses the same prices or lower unit prices as in the original contract less mobilization cost; (e) the amount of the contiguous or adjacent work involved does not exceed the amount of the ongoing project; and (f) the contractor/consultant has no negative

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slippage/delay: Provided, further, That negotiations for the procurement of the contiguous or adjacent work are commenced before the expiry of the original contract;

WHEREAS, H & W Center was the result of competitive bidding, H & W Center and Finishing of COM are contiguous and adjacent to each other, the amount involved in the former does not exceed the amount involved in the latter, and that negotiations for the construction of the Finishing of COM have been on-going between the parties;

WHEREAS, the **CONTRACTOR** warranted and promised that : (a) as of date, construction of H & W Center is still on-going; (b) as of date, it has no negative slippage or delay and warrants that it shall complete H & W Center within the schedule; (c) H & C Center and Finishing of COM have similar and related scope of works; (d) in its valuation and costing of Finishing of COM, **CONTRACTOR** shall use the same prices or unit prices used in H & W Center, less mobilization cost; and, (e) H & W Center is within its contracting capacity.

WHEREAS, based on the implementation, execution and construction of the Health & Wellness Center, which is now at least **95.97 %** complete, the **CONTRACTOR**, exhibited its capability, skill and competence, and is therefore technically, legally and financially capable to undertake both of the above-described projects.

NOW, THEREFORE, for and in consideration of the foregoing premises, particularly the provision of R.A. 9184 on adjacent and contiguous contracts, the parties hereto have agreed as they do hereby agree as follows:

1. The construction and completion of Finishing of COM is hereby awarded to the **CONTRACTOR** for a total contract price of **TEN MILLION TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED SIXTY-SIX PESOS & 97/100(P10,298,566.97)**, (the "contract price). This award is conditioned upon compliance with the provision of R.A. 9184 and its Implementing Rules & Regulations, particularly Section 53 thereof.
2. The words and expressions in this **CONTRACT** shall have the same meaning as those assigned to them in the Conditions of Contract, which is hereto incorporated as part hereof. The following documents shall be deemed to form and be interpreted and construed as part of this Agreement, to wit:
 - a) General Conditions of Contracts
 - b) Drawings/Plans, Specifications
 - c) Project Information Document
 - d) Performance Security
 - e) Notice of Award of Contract
 - f) Other contract documents that may be required by existing laws and/or the Entity
 - g) Pertinent resolution/s of the MMSU Bids and Awards Committee.
3. For and in consideration of the payment/s to be made by **MMSU** to the **CONTRACTOR**, the latter hereby covenants, promises and warrants in favor of the former to construct, implement, execute and/or otherwise complete the **Finishing of COM** and

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remedy and/or resolve any and all defects therein, if any, in conformity with the provisions hereof, to the full satisfaction of **MMSU**.

4. **MMSU** hereby covenants to pay the **CONTRACTOR** in consideration of the construction, implementation, and/or otherwise the completion of the Finishing of COM and the remedying and/or resolution of defects, if any, the **CONTRACT PRICE** and such other sum as may become lawfully due and payable, in connection herewith.
5. The **CONTRACTOR** shall fully, competently and faithfully furnish all materials, labor, tools and equipment necessary to construct and complete the **Finishing of COM**, in accordance with the plans and specifications, and to the full satisfaction of **MMSU**, regardless of any miscalculations or mistakes in the **CONTRACTOR'S** computations or estimates. It is understood that the **Finishing of COM** is one project and not by phase or by part.
6. The **CONTRACTOR** shall construct and complete the **Finishing of COM** in accordance with the plans, specifications and project information document and/or any approved modifications/variations, issued for the same, unless otherwise provided in writing, within a period of not more than **TWO HUNDRED FORTY (240)** calendar days from receipt of the Notice to Proceed.
7. Should the **CONTRACTOR** incur in delay, it shall be liable for liquidated damages in such amount as is allowed by law for each day of delay until such time that it shall have complied with this **CONTRACT** to the satisfaction of **MMSU**, without prejudice to other actions or remedies available under the law.
8. Prior to the signing of his Contract, the **CONTRACTOR**, as a gesture of good faith and as guarantee for the faithful performance of and compliance with its obligations under this contract and the terms and conditions thereof, shall post a Performance Security in an amount equal to a percentage of the total contract price in accordance with the following schedule: a) Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank or an Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, ten percent (10%) of the **CONTRACT PRICE**; b) Surety Bond callable upon demand issued by a Surety or Insurance Company accredited/certified by the Insurance Commission as authorized to issue such security, thirty percent (30%) of the **CONTRACT PRICE**; c) Any combination of the foregoing, computed in proportionately.
9. The **CONTRACTOR** shall correct structural defects and/or failures, if any. For this purpose, the **CONTRACTOR** shall likewise post a Guaranty Bond equal to percentage of the total contract price in the form of Cash or letter of credit (5%), Bank guarantee

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(10%), or, Surety Bond (30%) issued by GSIS or any duly authorized surety or insurance company, callable upon demand.

The total "Guaranty Bond" shall be due for release no earlier than after one (1) year from the date of actual completion of the project as warranty to the materials, workmanship, labor and property stipulated in the General Conditions.

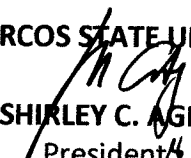
Said guaranty to be in favor of the **MMSU** the purpose of which is to cover uncorrected discovered defects, defective materials and/or workmanship within the one-year (1) guaranty period.

10. This **CONTRACT** shall be primarily covered by the provisions of Republic Act No. 9184 and Its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the parties hereunto set their hands this 22nd day of JULY at FEM Hall, Mariano Marcos State University, Batac City, Philippines.

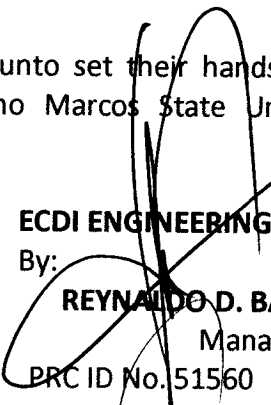
MARIANO MARCOS STATE UNIVERSITY

By:



SHIRLEY C. AGRUPIS
President
MMSU ID# IP 0334

ECDI ENGINEERING & CONSTRUCTION

By:


REYNALDO D. BALANON
Manager
PRC ID No. 51560

SIGNED IN THE PRESENCE OF:


IMELDA O. CORPUZ
Chief, Accounting Office



ENGR. ROSHEL B. SUBIDO
Representative

ACKNOWLEDGMENT

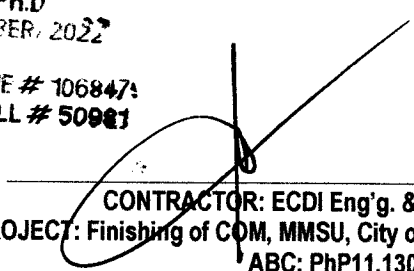
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF ILOCOS NORTE) S.S.
CITY OF BATAC)

BEFORE ME, this 22nd day of JULY, 2022, personally came and appeared **SHIRLEY C. AGRUPIS** and **REYNALDO D. BALANON**, whose documents of identification are indicated above, who known to me and to me known to be the same persons who executed the foregoing **CONTRACT**, consisting of **FOUR (4) PAGES** including this page whereon this acknowledgment is written, signed by them and their witnesses on each and every page thereof and acknowledge to me that the same is their free and voluntary act and deed and the institutions they represent.

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Book No. 86
Series of 2022


ATTY. ERNESTO V. RAFON, Ph.D.
NOTARY PUBLIC UNTIL DECEMBER, 2022
SAN FERNANDO CITY LA UNION
PTR # 6343284; JEP LIFETIME # 106847;
2022 TIN # 172-170-614 / ROLL # 50981
MCLE COM. # 11007213

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