

### CONTRACT

#### KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, entered into by and between:

**WESTERN MINDANAO STATE UNIVERSITY**, an educational institution, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Normal Road, Baliwasan, Zamboanga City, Philippines, herein represented by its President, **DR. MA CARLA A. OCHOTORENA**, hereinafter referred to as the **UNIVERSITY**;

- and -

**NAB CONSTRUCTION AND ENTERPRISE**, an authorized building contractor with business address at Lot 7, Block 1, SM Subdivision Phase II, Sta. Catalina, Zamboanga City, herein represented by its Managing Officer, **NASRI ANJIRANI BAIH**, hereinafter called the **CONTRACTOR**.

-WITNESSETH-

**WHEREAS**, the **UNIVERSITY** is desirous that certain works be done in accordance with plans and specifications consisting of **CONSTRUCTION OF WATER REFILLING STATION** located at WMSU Main Campus, Normal Road, Baliwasan, Zamboanga City, Philippines, with an Approved Budget for the Contract (ABC) of **ONE MILLION ONE HUNDRED TWENTY THOUSAND PESOS (Php 1,120,000.00)**;

**WHEREAS**, after the observance of the rules and regulations under Republic Act 9184, the **CONTRACTOR** has tendered an offer for the prosecution of the project in the amount of **ONE MILLION SIXTY TWO THOUSAND EIGHT HUNDRED SIXTY THREE PESOS AND SEVENTY TWO CENTAVOS (Php 1,062,863.72)**, and said offer had been determined to be the Lowest Calculated Responsive Bid (LCRB);

**WHEREAS**, the **UNIVERSITY** upon the recommendation of the WMSU BAC per Resolution No. 272-2022, dated 26 September 2022, hereto attached as Annex "A", has awarded the said project to the **CONTRACTOR** per Notice of Award dated \_\_\_\_\_;

**WHEREFORE**, the premises considered, the **PARTIES** hereto hereby mutually agree to enter into contract for the **CONSTRUCTION OF WATER REFILLING STATION** located at WMSU Main Campus, Normal Road, Baliwasan, Zamboanga City;

**NOW, THEREFORE**, for and in consideration of the aforementioned premises, and of the mutual covenants and stipulations herein set forth, the **PARTIES**, one with the other, do hereby jointly agree as follows:

JOHNNY A. JAPUDDIN  
University Accountant

ASST. PROF. AL-HANI B. MOHAMMAD  
Secretary, WMSU BOR

NASRI ANJIRANI BAIH  
Manager/Owner, NAB Construction

DR. MA. CARLA A. OCHOTORENA  
President, WMSU

  
JOHNMAR A. JAIPUDDIN  
University Accountant

1. In this contract, words and expressions shall have the same meaning as are respectively assigned to them in the conditions hereinafter referred to;

2. The following documents shall be deemed to form and be interpreted and construed as part of this contract:

- a. Conditions of contract
- b. Drawing/Plans and Specifications
- c. Bills of Quantity
- d. Invitation to Bid
- e. Technical & Financial requirements for Bidders including the following annexes:

1. Bid Security;
2. Authority of the signing Officials;
3. Duly Signed Construction Schedule & S-Curve;
4. Duly Signed Manpower Schedule;
5. Duly Signed Manpower Construction Methods in Narrative Form;
6. Duly Signed Contract Organizational Chart;
7. Duly Signed List of Contractor's Personnel (Project Manager, Project Engineer, Materials Engineer & Foreman);
8. Duly Signed List of Contractor's Equipment (Owned, leased or under purchase agreement);
9. Duly Signed Equipment Utilization Schedule;
10. Duly Signed Affidavit or Certificate of Site Inspection;
11. Commitment from the Contractor's bank to extend to him a credit line if awarded the contract to be bid, if applicable;
12. Duly signed Construction Safety and Health program;
13. Duly Notarized Certificate in compliance with existing labor laws and standards;
14. Duly signed statement attesting to have complied with responsibilities listed in GPRA;
15. Duly Signed Bid Prices in the Bill of Quantities;
16. Duly Signed Detailed Estimates; and
17. Duly Signed Cash Flow by Quarter and Payment Schedule;

f. Notice of Award of Contract and Contractor's "Conforme";

g. Documents supporting the Contract:

1. Duly Approved Program of Work & Cost Estimates;
2. Certificate of Availability of Funds;
3. Approved Agency Estimates (AAE);
4. Abstract of Bids;
5. Resolution of BAC Recommending Award; and
6. Approval of Award;

3. In consideration of the payment to be made by **UNIVERSITY** to **CONTRACTOR** as herein mentioned, **CONTRACTOR** hereby covenants with **UNIVERSITY** to complete the execution of the project in conformity in all respects with the provisions of this

  
ASST. PROF. ALCAZANI D. MOHAMMAD  
Secretary, WMSU SDR

  
MASRI ANSHARANI BAIH  
Manager/Owner, NAB Construction

  
DR. MA. CARLA A. OCHOTORENA  
President, WMSU



contract and complete all requisite works within **Ninety (90) calendar days** from the date of commencement of work as may be authorized under the law or the rules;

4. The **UNIVERSITY** 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:

First Payment	15% upon written request of the Contractor
Second Payment	25% accomplishment
Third Payment	50% accomplishment
Fourth Payment	75% accomplishment
Final Payment	100% accomplishment

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 **UNIVERSITY**;
  - 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, WMSU Universal Testing Machine, College of Engineering and or any other authorized government agency; and
  - c. Technical Inspection report made by COA TPI;
5. Where **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted, and thereby becomes in default under the contract, **CONTRACTOR** shall pay the **UNIVERSITY** liquidated damages, and not by way of penalty, an amount equal to one tenth of one percent (0.01%) of the total contract cost, minus the value of the complete portion of the contract certified to by the **UNIVERSITY** as usable as of the expiration of the contract time, for each calendar day of delay, until the work is completed and accepted or taken by **UNIVERSITY**. To be entitled to such liquidated damages, the amount shall be deducted from any money due, or which may become due, the **CONTRACTOR** under the contract and/or collected from the performance bond of the **CONTRACTOR**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it;
6. The **CONTRACTOR** shall be responsible for securing the necessary permits, i.e., building excavation, sidewalk, occupancy, etc. with the City Engineering Office and other government agency;
7. For the procurement of infrastructure projects, the **CONTRACTOR** shall assume full responsibility for the contract work from the time

JOHNNAR A. JAIPUDDIN  
University Accountant

ASST. PROF. MOHAMMAD D. MOHAMMAD  
Secretary, WMSU-BOR

NASRI AN-IRANI BAIH  
Manager/Owner, NAB Construction

DR. MA. CARLA A. OCHOTORENA  
President, WMSU

inferior quality within ninety (90) days from the time the head of the procuring entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Government shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand;

15. After final acceptance of the project by the government, the **CONTRACTOR** shall be held responsible for structural defects and/or failure of the completed project within the warranty periods for five (5) years from final acceptance, except those occasioned by force majeure and those caused by other parties; and
16. The **CONTRACTOR** hereby warrants that he has not given or promised to give, any money or gift to an employee of the **UNIVERSITY** or any government instrumentality to secure this Contract.

**IN WITNESS WHEREOF**, the PARTIES have hereunto set their hands on this \_\_\_\_ day of DEC 19 2022, 20\_\_ in the City of Zamboanga, Philippines.

  
\_\_\_\_\_  
**DR. MA. CARLA A. OCHOTORENA**

President, WMSU

Date: \_\_\_\_\_

  
\_\_\_\_\_  
**NASRI ANJIRANI BAIH**

Manager/Owner

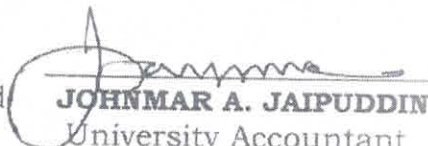
NAB Construction and Enterprise

Date: \_\_\_\_\_

Signed in the presence of:

  
\_\_\_\_\_  
**ASST. PROF. AL-GHANI D. MOHAMMAD**  
Secretary, WMSU BOR

and

  
\_\_\_\_\_  
**JOHNMAR A. JAIPUDDIN**  
University Accountant

REPUBLIC OF THE PHILIPPINES  
CITY OF ZAMBOANGA. . . . . ) S.S.  
x-----x

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Zamboanga, Philippines, on this DEC 19 2022 day of 20, personally appeared: **DR. MA. CARLA A. OCHOTORENA** and **NASRI ANJIRANI BAIH** having exhibited their respective competent evidence of identification are known to me and to me known to be the same persons who executed the foregoing Contract consisting of six (6) pages including this page on which the acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** in the City of Zamboanga, Philippines, on this \_\_\_\_\_ day of DEC 19 2022, 20\_\_.

Doc. No. 75 ;  
Page No. 16 ;  
Book No. XXXX ;  
Series of 2022.

NOTARY PUBLIC  
**ATTY. ROBERTO A. RIVERO III**  
Notary Public for Zamboanga City  
Rivero Medalle Law Office  
Pilar St., Zamboanga City  
Notarial Commission No. 050-2022; 06.30.22  
Roll No. 59055; 05-11-11  
IBP No. 097429; 12-13-19;  
PTR No. 2344947, 01-04-2022; Z.C.;