

KNOW ALL MEN BY THESE PRESENTS:

MAR 19 2013

This CONTRACT is made and entered into this ___ day of _____ 2013 at the City of Manila by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES, represented herein by its President, DR. OLYMPIO V. CAPARAS, with office address at Ayala Blvd. corner San Marcelino St. Ermita, Manila and hereinafter referred to as the "TUP",

- and -

STRUKTURA TEKNIKA SERVICES CO., a business entity duly organized and existing by virtue of the laws of the Republic of the Philippines represented herein by its General Manager, MR. JUANITO V. PASIA, with office address at #85 Skylark St. Vista Verde Country Homes-Cainta, Rizal duly authorized for the purpose, and hereafter referred to as the "CONTRACTOR",

WITNESSETH, that:

WHEREAS, the TUP, through its Board of Regents, authorized the construction of the proposed Center for Academic Program (CAP) Bldg. and offered for public bidding the procurement of qualified contractor to undertake certain WORKS for the construction of the said building with an Approved Budget of Contract (ABC) of SEVEN MILLION SEVEN HUNDRED THOUSAND PESOS (Php 7,700,000.00);

WHEREAS, after a competitive bidding process undertaken pursuant to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations (IRR), the TUP Bids and Awards Committee (BAC) recommended the award of contract of the project to the CONTRACTOR for the execution and completion of the WORKS of the project, after having been pre-and-post qualified to be the lowest and most responsive bidder;

WHEREAS, the CONTRACTOR has agreed and accepted the Award of Contract to undertake the project strictly in accordance with the approved plans, scope of work and technical specifications as well as with the provisions of Republic Act No. 9184, its IRR and other pertinent laws, rules and regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises and stipulations hereinafter provided, the parties agreed as follows:

1. The construction of Center for Academic Program (CAP) Bldg. as herein particularly described shall have a contract price in the sum of Seven Million Six Hundred Ninety Five Thousand One Hundred Ninety Three and 14/100 Pesos (Php 7,695,193.14);
2. The CONTRACTOR shall complete and accomplish the project within TWO HUNDRED FORTY (240) calendar days from the acceptance of the No. Co of Proceed and in strict compliance with the approved construction plans, scope of works and technical specifications as indicated in the bid documents which form part as integral part of this CONTRACT.
3. The following documents are deemed part of this Contract, and as such, they shall be read and construed together with the provisions of this Contract, viz:
 - a. The Bid Form accomplished and submitted by the Contractor including the following annexes

- ii. Bill of Materials
 - iii. Detailed Estimates
 - iv. Construction schedule
 - v. Construction Methods
 - vi. Project organizational Chart
 - vii. Manpower Schedule
 - viii. Equipment Utilization Schedule
 - ix. Cash Flow and Payment Schedule
- b. Contract Agreement
 - c. Conditions of Contract
 - d. Drawings/Plans
 - e. Invitation to Bid
 - f. Specifications
 - g. Instruction to Bidders
 - h. Addenda (If any)
 - i. Performance Bond
 - j. Post Qualification Statements
 - k. Certificate of Cash Deposit for Operating Expenses
 - l. Notice of Award to Contractor and Contractor's Conformity thereto
 - m. Contractor's All Risk Insurance (if applicable)
 - n. Other pertinent documents as may be required

4. For and in consideration of the payments to be made by TUP to the CONTRACTOR as herein mentioned, the CONTRACTOR hereby agrees to perform and complete the WORKS and remedy any defects therein in conformity with and in all respects with the provisions of this Contract.

5. The TUP hereby agrees to pay the CONTRACTOR in accordance with progress of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time and in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, such that payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the TUP.

The following items are included in the scope of work:

Item No.	Material Description	Quantity	Unit	Total Cost
1	STEEL / MASONRY WORKS			
2	20mmØ Rebar @ 3M	1,656	pc	937,800.00
3	12mmØ Rebar @ 3M	1,262	pc	277,640.00
4	10mmØ Rebar @ 3M	5,784	pc	311,160.00
5	8mmØ Rebar @ 3M	30	pc	4,050.00
6	1 1/2 Ø B.I. Painted Handrails	1	lot	20,000.00
7	40kg Portland Cement	4,484	bag	1,076,130.00
8	Sand	179	cu.m.	170,050.00
9	Gravel	342	cu.m.	378,200.00
10	CHB 6"	8,554	pc	111,202.00
11	CHB 4"	3,592	pc	44,304.00

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12	Painted Black Iron Pipe handrail (1-1/2 dia) & Brass Stair Nosing	1	lot	15,000.00
13	Black Iron Fire Escape	1	lot	15,000.00
14	Fire Escape Concrete Façade & LandMark Moulding	1	lot	20,000.00
15	Tiewire G.I.	25	kg	4,500.00
16	PLUMBING			
17	3" Sanitary PVC @ 3M	14	pc	11,900.00
18	3" Cleanout	12	pc	2,640.00
19	5" Cleanout	1	pc	260.00
20	2" Coupling	11	pc	1,320.00
21	3" x 5" Reducer	1	pc	150.00
22	5" Coupling	10	pc	1,800.00
23	5" Sanitary PVC	10	pc	12,000.00
24	3" x 2" Tap Tee	16	pc	3,200.00
25	3" Sanitary Wye	6	pc	720.00
26	2" x 3" Sanitary Tee	16	pc	2,400.00
27	Urinal (with Flush Valve & Accessories)	8	set	28,000.00
28	WaterCloset (with Flush Valve & Accessories)	4	set	24,000.00
29	Lavatory (with Faucet & Accessories)	8	set	28,000.00
30	1/2" G.I. Pipe @ 3m	12	pc	3,900.00
31	1" G. Pipe @ 3m.	5	pc	1,750.00
32	1/2" G.I. Tee	16	pc	6,800.00
33	1/2" G.I. Elbow	24	pc	2,160.00
34	1" x 1/2" Tee G.I.	2	pc	240.00
35	1" x 1/2" Reducing Elbow G.I.	1	pc	175.00
36	1" x 1/2" Reducer G.I.	1	pc	100.00
37	Teflon	25	pc	1,875.00
38	20 cm x 20 cm Ceramic Floor Tiles	1,200	pc	30,000.00
39	20 cm x 20 cm Ceramic Gloss Wall Tiles	2,520	pc	88,200.00
40	60 cm x 60 cm Ceramic Floor Tiles	1,360	pc	142,800.00
41	2.5 hp Jet Pump	1	pc	5,000.00
42	120 Gallon Stainless Pneumatic Tank with Accessories	1	set	10,000.00
43	Tiie Adhesive (25kg)	123	bag	18,450.00
44	Tapping of to Water Main	1	lot	5,000.00

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45	WaterProofing of Roof Deck/Construction of Septic Tank	1	lot	25,000.00
46	Dry Standpipe with Siamese Connection with Cap Brass, FireHose	7	set	35,000.00
47	ELECTRICAL			
48	2.0 mm ² THHN (150 M)	3	Box	11,400.00
49	3.5 mm ² THHN (150m)	6	Box	22,500.00
50	5.5 mm ² THHN (150m)	2	Box	10,400.00
51	15 mmØ uPVC Conduit	210	pc	12,800.00
52	Electrical Tape (Vinyl Big)	25	pc	3,750.00
53	Panel Board 200AT 200AF 2P 240V 25KAIC MOLDED CASE Including Circuit Breakers	1	SET	5,000.00
54	Convenience Outlet (2gang)	24	pc	4,080.00
55	ACU Outlet	1	pc	1,860.00
56	Junction Box	57	pc	6,540.00
57	Utility Box	68	pc	6,300.00
58	Switch (2 Gang)	12	pc	1,800.00
59	Switch (Single)	6	pc	720.00
60	Submeter	1	set	5,000.00
61	Aircon (with Installation)	11	set	440,000.00
62	T5 21 W Fluorescent Lamp	57	set	85,500.00
63	Tapping to Main Power Supply	1	set	5,000.00
64	PAINTING			
65	Acrylic Concrete Primer and Sealer 4L (Preferably Davies)	32	GAL	46,000.00
66	Concrete Putty - Full Putty 4L (Preferably Davies)	63	GAL	95,400.00
67	ProLux Glazing Putty (joints only) 4L (Preferably Davies)	32	GAL	64,000.00
68	Latex- Semi-gloss (white) 4L (Preferably Davies)	32	GAL	70,400.00
69	Latex- Flat (White) 4L (Preferably Davies)	32	GAL	48,000.00
70	Interior Primer and sealer 4L (Preferably Davies)	32	GAL	57,600.00
71	Accessories (Brush Rollers, Scaffoldings, rags, storm drain etc.)	1	set	25,000.00
72	WINDOW AND DOORS / CEILING			
73	Jalousie (0.75M x 0.3M)	4	set	12,000.00
74	Phenolic (1.5M x 0.75M)	4	set	10,000.00
75	Aluminum Frame Single Swing (2.10M x 0.90M)	7	set	45,500.00
76	Flush Door (2.10M x 0.80)	8	set	29,300.00

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77	Steel Casement (1.20M x 2.65) 5 Glass Panes	4	set	14,000.00
78	Steel Casement (1.2M x 3.71) 7 Glass Panes	3	set	11,400.00
79	Dropped Ceiling	120	m ²	180,000.00
80	Building Demolition	360	m ²	270,000.00
Total Cost of Materials				5,965,266.00
Labor Cost				1,729,927.14

Note: Any item missed in the Bill of Quantities (BOQ) but included in the plan and necessary to complete the project should be provided by the contractor at no cost to the University.

Total Estimated Cost P 7,695,193.14

6. The implementing Rules and Regulations of Republic Act No. 9184 particularly its Annex E (Contract Implementation Guidelines for the Procurements of Infrastructure Projects), other pertinent laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as integral part of the Contract.
7. This Contract shall not take effect until the CONTRACTOR has furnished and delivered to TUP a Performance Bond that is fully acceptable in form and amount as required in instructions to Bidders.
8. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specific period, including any extension of time duly granted, if any, it shall be considered in default under this Contract, and the CONTRACTOR shall pay TUP, without need of any demand whatsoever, liquidated damages which shall not be considered as penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by TUP. The following formula shall be used in computing liquidated damages:

$$LD = 10\% CP / CT$$

Where LD = amount of Liquidated Damages for each calendar day of delay

CP = Total Contract price minus the value of the completed portions of the contract certified by the Government office concerned as usable as of the expiration of the contract time.

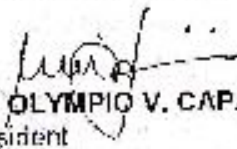
CT = Contract Time plus any extension of time duly granted to the CONTRACTOR
9. In case the CONTRACTOR lags behind the agreed schedule of its work and incurs 15% or more negative slippage, based on the approved PERT/CPM, the Head of Procuring Entity of the TUP may, at his discretion, terminate or rescind this Contract pursuant to existing laws, rules and regulations.
10. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's compensation and welfare, compensation for injuries, minimum wages, hours of work and other applicable laws on labor standards.
11. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of RA 9184 are hereby incorporated as part of this Contract.

12. Retention Money- The TUP shall deduct, withhold and retain from every progress payment due to the CONTRACTOR prior to any deductions, the amount equivalent to TEN PERCENT (10%) of the progress billing until FIFTY PERCENT (50%) of the value of work, as certified by the Project Management Committee (PMC) is completed. If after 50% completion of the work is satisfactorily done and on schedule, no additional retention shall be imposed. The total retention money shall be due for the release upon final acceptance of the Project. However, the CONTRACTOR may request the substitution of the retention money for each progress billing with irrevocable standby letters of credit, universal or commercial bank guarantees, or surety bonds callable on demand, in an amount equivalent to the retention money substituted for and acceptable to the TUP, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letter of credit, bank guarantee and/or surety bond, to be posted in favor of the TUP, shall be valid for ONE YEAR after the completion of the Project and will answer for the purpose for which the ten percent (10%) retention is intended, i.e. to cover uncorrected discovered defects and third party liabilities.
13. Within a period of twelve (12) months after completion and that acceptance of the of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of the terms and conditions of this Contract.
14. It is hereby agreed that the TUP shall have the right to terminate this Contract by serving a fifteen (15) day written notice to the CONTRACTOR at the address indicated herein for any of the following grounds:
- Substantial failure of the CONTRACTOR to perform any of its obligations under this Contract; OR
 - Assignments/Sub-contracting of any of the works by CONTRACTOR without prior written approval by the TUP; OR
 - Willful violation of any material term/condition/provision of his Contract; OR
 - Other analogous circumstances.
15. In case of dispute or controversy of any kind whatsoever that may arise between the parties in connection with or arising out of this Contract, or carrying out of the WORKS, it shall first be referred and settled through the alternative modes of dispute resolution. In case any of the alternative modes fail, and should any party resort to litigation, the venue of the action shall be the proper court in the City of Manila to the exclusion of all other venues.
16. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee or official of the TUP to secure this Contract.
17. Acceptance of Work – Acceptance of the project shall be evidenced by a Certificate of Completion and Acceptance from the Project Management Committee of the TUP with an affidavit that it accepts the same in full payment and complete settlements of all claims on account of work done and materials provided or labor performed by the CONTRACTOR.
18. In case any portion, provision, term or condition of this Contract is declared illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions, provisions, terms and conditions shall not be affected or impaired thereby.
19. EFFECTIVITY. This Contract shall take effect upon signing by the parties and their instrumental witnesses, subject to confirmation of the TUP Board of Regents.


MAR 19 2013

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day
of _____ 2013 at the City of Manila, Philippines.

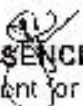
TECHNOLOGICAL UNIVERSITY
OF THE PHILIPPINES - MANILA



DR. OLYMPIO V. CAPARAS
President

STRUKTURA TEKNIKA SERVICES CO.

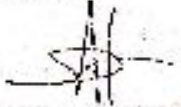

MR. JUANITO V. PASIA
General Manager

Signed in the Presence of:


PROF. CRESENCIANO L. LAZA
Vice-President for Administration
and Finance


ARMELITA B. CAMACHO

FUNDS AVAILABLE:


CATALINO A. FORTES, JR.
Accountant IV
Head, Accounting Office

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of MANILA

)S.S.

MAR 19 2013

BEFORE ME, a Notary Public for and in the City of MANILA, on this ____ day of _____ 2013 personally appeared:

Name
[Signature]
DR. OLYMPIO V. CAPARAS

Valid Gov't. Issued ID

107-820-499

MR. JUANITO V. PASIA

XX 4790890

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known to me and to me known to be the same persons who executed the foregoing instrument consisting of EIGHT (8) pages including this acknowledgment and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL

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Doc. No. 21

Page No. 7

Book No. 193

Series of 2012 2013

[Signature]
ATTY. DELFIN A. CASAL JR.
NOTARY PUBLIC
UNTIL 31 OF MARCH 31, 2013
P.R. NO. 0267342 / 2012-2013 MLA
S.P. NO. 579427 / 2013 MLA
POLLING DISTRICT NO. 1109-3521