

Republic of the Philippines
INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE
Department of Science and Technology
Gen. Santos Ave., DOST, Compound Bicutan, Taguig City

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE of the Department of Science and Technology (DOST), with principal office at DOST Compound, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, **DR. NUNA E. ALMANZOR** and hereinafter referred to as "ITDI",

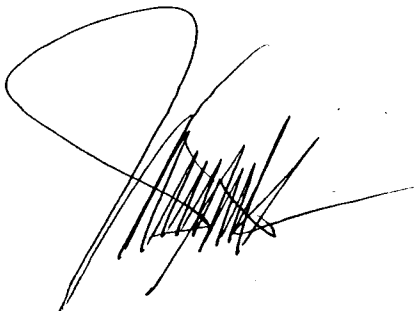
and

ROTAFLEX CONSTRUCTION & DEVELOPMENT CORP. with office address at Unit 2702 Antel Julia Vargas Avenue; Ortigas Center San Antonio District 1 Pasig City, represented herein by its Manager, **MR. RYAN L. UY** and hereinafter called the "CONTRACTOR".

WHEREAS, the ITDI is desirous that the Contractor execute the **Renovation of the Packaging Technology Division Building**, hereinafter called "the Works" and the ITDI has accepted the Bid for **NINE HUNDRED FORTY THREE THOUSAND TWO HUNDRED SEVENTY SIX PESOS AND 31/100 Only (Php943,276.31)** 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 meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

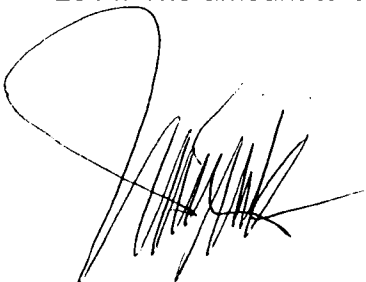


Description of Document

Annex

Invitation To Bid	A
Instructions To Bidders	B
Bid Data Sheet	C
General Conditions of Contract	D
Special Conditions of Contract	E
Terms of Reference & Specifications	F
Drawings	G
Bill of Quantities/Detailed Estimates	H
Bid Bulletins	I
Bid Documents, including all the documents/statements contained in the Bidder's bidding envelopes	J
Notice of Award of Contract and the Bidder's conforme	K
Performance Security	L
Insurances	M
Construction Safety and Health Program	N
Program of Work	O
Construction Schedule with cash flow schedule and S-curve	P
Manpower Schedule	Q
Construction Methods	R
Equipment Utilization Schedule	S
PERT/CPM	T
Other contract documents that may be required by existing laws and/or the ITDI including BAC Resolutions	U

3. The ITDI hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price of **NINE HUNDRED FORTY THREE THOUSAND TWO HUNDRED SEVENTY SIX PESOS AND 31/100 Only (Php 943,276.31)** or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
4. In consideration of the payments to be made by the ITDI to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the ITDI to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. The whole works comprised in this Agreement shall be completed within Fifty (50) calendar days counted from receipt of Notice to Proceed. The Repair, Renovation and Maintenance of ITDI Buildings and Facilities of shall be completed and ready for use not later than February 28 , 2014.
6. The "As built" drawings shall be submitted to ITDI not later than five (5) calendar days from completion of the entire Works, not later than March, 2014. The amount to be withheld for failing to produce the "as built" drawings



and/or operating and maintenance manuals on the date required shall be equivalent to 10% of the cost of the Works.

7. In case the contractor refuses or fails to satisfactorily complete the Works stipulated herein within the specified contract time, plus any time extension duly granted, and is hereby in default under the contract, the contractor shall pay the ITDI liquidated damages for each calendar day of delay, in an amount to be determined and paid in accordance with the Implementing Rules and Regulations of R.A. 9184 and further stipulated in the General Conditions of the Contract Clause 9.
8. The implementation of this Agreement is further governed by the Contract Implementation Guidelines for Procurement of Infrastructure Projects issued by the Government Procurement Policy Board (GPPB) as Annex E of the IRR of R.A. No. 9184 as well as such other laws and issuances applicable to this Agreement.
9. This contract shall be effective within seven (7) days from receipt of the Notice to Proceed by the contractor.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE**

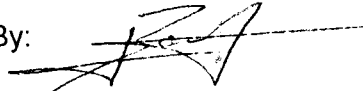
By:



DR. NUNA E. ALMANZOR
Director

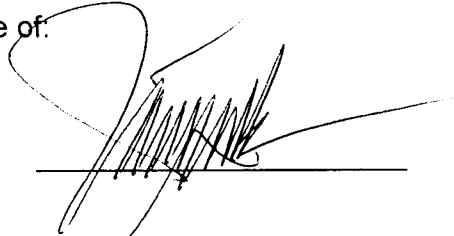
**ROTAFLEX CONSTRUCTION
& DEVELOPMENT INSTITUTE**

By:



MR. RYAN L. UY
Manager/Owner

Signed in the presence of:



Funds Available:



SOLEDAD S. REYES
Chief Accountant

Ob. R # 2013-12-1865 \$ 943,276.31

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Municipality of _____) S.S

On this _____ day of JAN 07 2014, 2013, personally appeared before me the following:

DR. NUNA E. ALMANZOR	Res. Cert No: 26985531 Issued on : January 8, 2013 Issued at : Parañaque City
MR. RYAN L. UY	ACCIDENT PRC No: <u>E137059205</u> Issue on: <u>JAN 3, 2013</u> Issued at: <u>MANILA</u>

Representing **Industrial Technology Development Institute and Rotaflex Construction & Development Corp.** respectively, known to me to be the same persons who executed the foregoing Contract and Acknowledged to me that the same is their free act and deed and the free act and Deed of the entities they respectively represent.

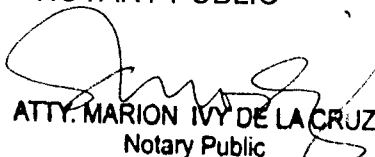
I hereby certify that this instrument consists of Four (4) pages including this page signed by the Parties and their respective witnesses.

IN WITNESS WHEREOF, I hereby affix my signature and notarial seal on the date and place herein above mentioned.

Doc. No. 259 :
Page No. 53 :
Book No. III :
Series of 2013-2014



NOTARY PUBLIC


ATTY. MARION IVY DE LA CRUZ
Notary Public

For the Cities of Pasig, San Juan, Pateros & Taguig
NC No. 23 (2014-2015)
DOST-TAPI, General Santos Avenue, Bicutan Taguig
Roll of Attorney 52998
PTR No. A-1990523; 01/03/14; Taguig City
4 IBP No. 943345; 11/26/13; Pasig City



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