

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",

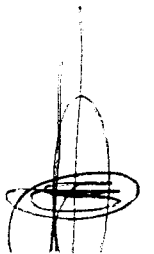
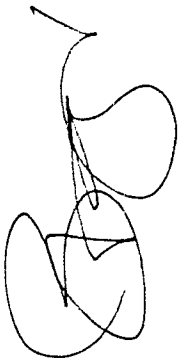
and

I.M. BONGAR & CO., INC. with office address at #310 Pilar Road, Almanza I 1750 Las Piñas City, represented herein by its **Engr. ISAIAS P. BONGAR JR.** and hereinafter called the "CONTRACTOR".

WHEREAS, the ITDI is desirous that the Contractor execute the **Design and Build Projects For The DOST Sewerage Treatment Plant (STP)**, hereinafter called "the Works" and the ITDI has accepted the Bid for **FIVE MILLION NINE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED NINETEEN & 20/100 Only (Php 5,951,719.20)** 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 **FIVE MILLION NINE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED NINETEEN & 20/100 Only (Php 5,951,719.20)** 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. The contractor shall submit the following documents:
 - a. Approved Construction Drawings/Schematic . Design Phase
 - b. Design Development Phase
 - c. Contract Development Phase
 - d. Construction Phase
 - e. Bill of Quantities
 - f. Detailed Estimates
 - g. PERT/CPM
 - h. Cash Flow

5. 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.
6. The whole works comprised in this Agreement shall be completed within One Hundred Twenty Two (122) calendar days counted from receipt of Notice to Proceed. The Design and Build Projects for the **DOST Sewerage Treatment Plant (STP)** shall be completed and ready for use November 30, 2014.
7. That the technological developments that will be generated in this project shall be owned by ITDI and shall be guided by the provisions of the Republic Act 10055 otherwise known as the Philippine Technology Transfer Act of 2009 and its Implementing Rules and Regulations (IRR);
8. That the CONTRACTOR obligates himself to refrain from using the designs and technologies generated in this project for other purposes other than for DOST's Sewerage Treatment Plant (STP);
9. 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 November 30, 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.
10. 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.
11. 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.
12. 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**

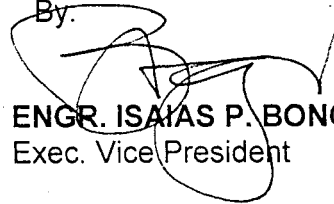
I.M. BONGAR & CO., INC.

By:




DR. NUNA E. ALMANZOR
Director

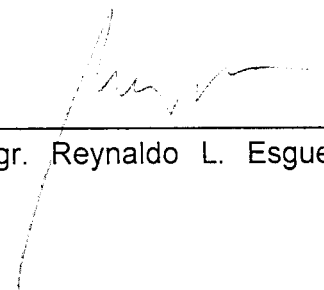
By:



ENGR. ISAIAS P. BONGAR JR.
Exec. Vice President

Signed in the presence of:



Dante C. Vergara

Engr. Reynaldo L. Esguerra

Funds Available:



SOLEDAD S. REYES
Chief Accountant

DUST 97 ₱ 5,951,719.20

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Municipality of _____) S.S

On this _____ day of JUL 30 2014, 2014, personally appeared before me the following:

DR. NUNA E. ALMANZOR	Passport No.: OE 0011524 Issued on : June 26, 2013 Issued at : Manila-DFA
ENGR. ISAIAS P. BONGAR JR.	PRC No:73892 Issue on: 8/31/1995 Issued at: MANILA

Representing **Industrial Technology Development Institute and I.M. Bongar &**


Co., Inc. 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. 311 :
Page No. 04 :
Book No. V :
Series of 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
IBP No. 943345; 11/26/13; Pasig City

