

CONTRACT FOR THE

Repair/Renovation of Selected Offices and Laboratory Metrology Bldg.

Contract No.: INFRA-2023-001

Date: February 8, 2023

KNOW ALL MEN BY THESE PRESENT

This **CONTRACT** is made and executed on this _____ day ^{MAR 23 2023} 2023 at Taguig City, Philippines, by and between:

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI)**, a government agency created under and by virtue of the laws of the Republic of the Philippines, under the umbrella of the Department of Science and Technology (DOST), with its principal office address at **DOST Compound, Gen. Santos Ave., Bicutan, Taguig City**, represented herein by its Director, **DR. ANNABELLE V. BRIONES**, hereinafter called the "ITDI" and,

INCORE BUILDERS & DEVELOPMENT, a company duly organized and operating under the laws of the Philippines, with its principal place of business at **No. 713 Magiting St., Riverside II, Cainta, Rizal, Philippines**, represented herein by **ENGR. JULIO D. TALAY**, Proprietor, hereinafter referred to as the "**CONTRACTOR**".

RECITALS

WHEREAS:

- 1) The **ITDI** invited Bids for the **REPAIR/RENOVATION OF SELECTED OFFICES AND LABORATORY METROLOGY BLDG.** through the **Capital Outlay FY 2023**, hereinafter called "**the WORKS**".
- 2) The **CONTRACTOR** submitted the Lowest Calculated and Responsive Bid (LRCB), representing that it has the resources and the capability to meet the requirements as defined under the Official Bid Documents, and the **ITDI** has accepted said Bid.
- 3) The **ITDI** has recommended and has resolved to be awarded this contract to the abovementioned **CONTRACTOR** being the winning bidder as per **RESOLUTION NO. 2023-INFRA-WB-02**.
- 4) The **ITDI** has accepted the Bid for **ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED NINETY-FIVE PESOS (Php1,798,995.00)** by the **CONTRACTOR** for the execution and completion of such **WORKS** and the remedy of any defects therein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed and stipulated as follows:

- 1) The following Official Bid Documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans and/or Technical Specifications;
 - (c) Terms of Reference/Scope of Work;
 - (d) Invitation to Bidders;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the ITDI.

The Official Bid Documents and this Contract contain all the agreements of the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.

- 2) The words, terms and phrases stated in this Contract shall have the same meanings as are respectively assigned to them under the Official Bid Documents.
- 3) In consideration of the **Contract Price** of **ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED NINETY-FIVE PESOS (Php1,798,995.00)** to be paid by the ITDI, the **CONTRACTOR** hereby covenants with the ITDI to execute and complete the Works with the duration of **NINETY (90) CALENDAR DAYS** and remedy any defects therein in conformity with the provisions of this Contract in all respects.
- 4) The ITDI shall pay the **Contract Price** at the time and in the manner prescribed by the Official Bid Documents and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **CONTRACTOR**. For this purpose, the **CONTRACTOR** acknowledges that the ITDI is not a withholding agent for DST and hereby undertakes and commits itself to make direct payment to the BIR of any DST that may be imposed in the

execution and/or performance of this Contract. The **CONTRACTOR** shall furnish the **ITDI** with proof of such payment.

- 5) Any damage to the systems, facilities and equipment of the **ITDI** due to the negligence, theft or pilferage, directly or indirectly, caused by the **CONTRACTOR's** personnel shall be immediately repaired, restored or replaced by the **CONTRACTOR** for its own account. If the **CONTRACTOR** fails to carry out such repair, restoration or replacement within **TEN (10) days** from the request of the **ITDI**, the latter may initiate and complete such repair, restoration or replacement. Expenses therefor shall be for the account of the **CONTRACTOR** and shall be deducted from the **Contract Price**.
- 6) During the effectivity of this Contract, the **CONTRACTOR** shall not assign or transfer its obligations without the prior written consent of the **ITDI**. Any act in violation of this provision shall be sufficient ground for the termination of this Contract.
- 7) The parties are independent entities and no agency, partnership, joint venture, employment or formal business arrangement of any kind is created by this Contract. Neither shall the personnel or employees of the **CONTRACTOR** be deemed employees of the **ITDI**. The **CONTRACTOR** agrees that the **ITDI** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **CONTRACTOR** and undertakes to indemnify and hold the **ITDI** free and harmless from any liability that may imposed upon the **ITDI** therefor.
- 8) In the event that the **CONTRACTOR** fails to perform its contractual obligations within the agreed period as specified in this Contract, the **ITDI** shall deduct from the Contract Price, as liquidated damages, a sum equivalent to at least **one-tenth of ONE PERCENT (0.1%)** of the cost of the unperformed portion of the contract per day of delay but not exceed **TEN PERCENT (10%)** of the Contract Price. Once the cumulative amount of liquidated damages reaches **TEN PERCENT (10%)** of the Contract Price, the **ITDI** may rescind the contract, without necessity of judicial intervention and without prejudice to other course of action and remedies available to it under the law and equity. The damages herein provided are fixed and the **ITDI** shall not be required to adduce proof thereof.
- 9) Should the **ITDI** be constrained to file a suit to obtain relief against the **CONTRACTOR**, the latter shall be liable to pay an amount equivalent to **TWENTY PERCENT (20%)** of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **ITDI** is entitle to recover from the **CONTRACTOR**; provided, however, that in an action brought by the **CONTRACTOR** for whatever cause arising under this Contract, should it be adjudged not to be entitled to the relief sought, the **ITDI** as the prevailing party shall be entitled to such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.
- 10) The **CONTRACTOR** shall defend, indemnify and hold harmless the **ITDI**, the members of its Bids and Awards Committee, its officials, and employees, against

all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with the **CONTRACTOR's** acts or omissions unless such claims are due solely to the negligence of the **ITDI**. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **CONTRACTOR**.

- 11) If any term, conditions or any part of the provisions of the Official Bid Documents and this Contract is determined to be invalid, void, or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12) Any action arising from arbitration or other modes of dispute settlement under the Official Bid Documents and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Taguig.
- 13) This Contract and the Official Bid Documents shall be subject to the pertinent provisions of **R.A. No. 9184**, otherwise known as the **Government Procurement Reform Act, its Revised Implementing Rules and Regulations**, and other related laws, rules and regulations.

IN WITNESS WHEREOF, the parties have duly caused this Contract to be executed on the date and at the place first above written.

**INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE**

INCORE BUILDERS & DEVELOPMENT

By:

ANNABELLE V. BRIONES, PhD.
Director

By:

MR. JULIO TALAY
Proprietor

SIGNED IN THE PRESENCE OF:

MANUEL M. RUIZ
Chief, National Metrology Division

ANGEL G. ZAMBRANO
Representative

Certified Funds Available:

PATRICIA ASHLEY M. MENDOZA
Accountant IV

6F CO 2023030221

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Municipality of CAINTA, RIZAL S.S

BEFORE ME, a Notary Public for and in the City of CAINTA, RIZAL this _____ day
of MAR 23 2023, personally appeared:

ANNABELLE V. BRIONES, PhD.	Valid ID : Passport # S0010495A Issued on : October 6, 2017 Issued at : Manila
JULIO TALAY	Valid ID : <u>D16-88-015074</u> Issued on : <u>12-7-2022</u> Issued at : <u>DLRC ROBINSONS CAINTA</u>

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

I hereby certify that this instrument consists of **five (5) pages** including this page signed by the Parties and their respective witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place stated above.

NOTARY PUBLIC

MARCELINO U. ARELLANO
NOTARY PUBLIC

ANTIPOLO, TAYTAY & CAINTA
UNTIL DEC. 31 2024, ATTY'S ROLL NO. 34595
APPOINTMENT NO. 23-04, RTC OF ANTIPOLO CITY
PTR NO. 8673605/1-3-2023
IBP NO. 00828 (LIFETIME)-RIZAL/ ISSUED 7-5-1996
MCLE COMPLIANCE NO. VII-0008482/REISSUED ON 10-12-22
UNIT 1 2ND FLOOR, STA. RITA BLDG., MEDLINE NO. 3 P. BURGOS ST.,
BRGY. SAN JOSE ANTIPOLO CITY, TEL. NO. 02-630-3969

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