



CONSTRUCTION OF CHEMICAL WASTE DISPOSAL SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

By Virtue of Management Committee Resolution No. 2017-06-015 this **CONTRACT**, (hereinafter called the Contract) is made and entered into this 10th day of July 2017 by and between:

PHILIPPINE SCIENCE HIGH SCHOOL – CENTRAL MINDANAO CAMPUS (PSHS-CMC), with postal address at Nangka, Balo-i, Lanao del Norte represented in this act by its Campus Director, **LORVI B. PAGOROGON**, and hereinafter referred to as the **OWNER**;

-and-

BRIMA CONSTRUCTION AND ENTERPRISES with principal address at 0054 Oxford Street, Celdran Village, Tubod, Iligan City and represented in this act by its General Manager/Proprietor, **SULTAN BAGUAN M. MAMISCAL**, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH:

WHEREAS, PSHS-CMC advertised the Invitation to Bid for the CONSTRUCTION OF CHEMICAL WASTE DISPOSAL SYSTEM in the Philippine Government Electronic Procurement System (PhilGEPS) website, CMC website, and a conspicuous place at the premises of PSHS-CMC continuously for seven (7) days;

WHEREAS, in response to the said advertisements, only one (1) contractor submitted a letter of intent and purchased bid documents;

WHEREAS, in the scheduled Pre-bid conference on May 31, 2017 at 1:00 PM, there was only one (1) contractor who attended the conference;

WHEREAS, on the bid submission deadline at 1:00 PM on June 13, 2017, only one (1) bid was received;

WHEREAS, BRIMA CONSTRUCTION AND ENTERPRISES was determined as the bidder with the Lowest Calculated Bid as read;

WHEREAS, after bid evaluation, the CONTRACTOR was notified on the results of evaluation, as the bidder with the Lowest Calculated Bid as Calculated, post-

The CONTRACTOR shall prepare a tarpaulin signboard and must be suitably framed for outdoor display at the project location, and shall be posted as soon as the award has been made, please see Attachment 1.

ARTICLE 19

GENERAL PROVISIONS

Suppletory Use of Contract Documents. The bid documents shall be suppletory to this Contract. In case of conflict between the Bid Documents and the Contract, the later shall prevail, unless it is very evident that the former is correct. Any and all deficiencies in the provisions of this Contract intended to be covered hereby or otherwise connected with or related to the Project covered hereby, but not expressly covered by the provisions of this Contract shall be supplied by the Pertinent Provisions of the Bid/tendered documents and shall be binding for purposes of this Agreement.

Compliance with Law Ordinances etc. The CONTRACTOR shall comply with all the laws ordinances and regulations of both the national and local government applicable to or binding upon the parties hereto, the works covered by this Agreement, or the persons engaged on the performance and accomplishment of the works covered by this Agreement and shall be totally responsible for all damages either to the OWNER or to the government, national or local, for the non-observance of such laws, ordinances and regulations.

Modification. No modification including transfer or assignment or sub contracting of any right or obligation under the terms of this agreement shall be valid unless mutually agreed upon in writing by the parties herein.

Punch List. There shall be only one (1) Jointly Agreed Punch List. It shall be jointly conducted fifteen (15) calendar days before the last day of completion period.

IN WITNESS WHEREOF, the parties hereto, through their respective duly authorized representatives, have hereunto set their hands on date and place first above mentioned.

PSHS – CMC (OWNER)
By:


LORVI B. PAGOROGON
Campus Director

CONTRACTOR
By:


SULTAN BAGUAN M. MAMISCAL
General Manager/Proprietor

SIGNED IN THE PRESENCE OF:


CARLITO C. LARIOSA
FAD Chief


JOCELYN I. CUENCA
Contractor's Purchasing Officer

ACKNOWLEDGEMENT

Republic of the Philippines _____ {s.s.

14 JUL 2017

BEFORE ME, this ____ day of July, 2017 appeared:

LORVI B. PAGOROGON, with Community Tax Certificate No. 08907993 issued at Baloi, Lanao del Norte City on January 20, 2017, and **SULTAN BAGUAN M. MAMISCAL** with Community Tax Certificate No. 08696382 issued at Iligan City on January 5, 2017, known to me to the same person executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and of the offices that they represent.

I further certify that the foregoing **OWNER-CONTRACTOR AGREEMENT** consists of fourteen (14) pages including the page on which this acknowledgement is written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITNESS MY HAND SEAL on the date and place first above written.

ATTY. ALFREDO R. BUSICO
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 17-114
ILIGAN PHILIPPINES
UNTIL DEC. 31, 2012
RM. 206 PINCESAN CENTRAL BLDG.
LLUCH ST. ILIGAN CITY
TEL. NO. 22-2167
ROLL NO. 22
PTR NO. 172778901-3-2017
IBP NO. 101523 10-14-2016
MCLE COMPLIANCE NO. VI-000007
TIN NO. 114-765-077

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