



Republic of the Philippines  
**EULOGIO "AMANG" RODRIGUEZ  
INSTITUTE OF SCIENCE AND TECHNOLOGY**  
Nagtahan, Sampaloc, Manila

**CONTRACT AGREEMENT**  
(CA-2023-001)

KNOWN ALL MEN BY THESE PRESENT:

This Contract is executed and entered into for all intents and in all respects on this 17<sup>th</sup> day of March, 2023, by and between:

The **Eulogio "Amang" Rodriguez Institute of Science and Technology**, with principal office address at Nagtahan, Sampaloc, Manila, and herein represented by its President, **DR. ROGELIO T. MAMARADLO** hereinafter referred to as "the FIRST PARTY":

- and -

**RCT BUILDERS AND CONSTRUCTION SUPPLIES TRADING**, with business address #11 Kamagong St. Greenland Subd., Nangka, Marikina City, represented by **Rowell C. Cruz**, Authorized Representative, hereinafter referred to as "the SECOND PARTY".

**WITNESSETH**

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz, procurement for "**DESIGN AND CONSTRUCTION OF EARIST CAVITE CAMPUS CISTERN WATER TANK**" and has accepted a bid by the contractor for the supply those goods and services in the sum of "**Php. 510,900.00**" (hereinafter called "**the Contract Price**"), to wit:

Object of Bidding	Total Amount in Words	Amount in Figures
" <b>DESIGN AND CONSTRUCTION OF EARIST CAVITE CAMPUS CISTERN WATER TANK</b> "	<b><u>FIVE HUNDRED TEN THOUSAND NINE HUNDRED PESOS. Only</u></b> (Note: The total contract price was based on the total submitted bid price as evaluated and corrected for computation errors pursuant to Sections 32.2.3; 32.2.4 and 34.4 of IRR, RA 9184)	<b>(510,900.00)</b>

**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 deemed to form and be read and construed as part of this Agreement, viz:

- (a) the General and Special Conditions of Contract;
- (b) the Drawings/Plans;
- (c) the Technical Specification/Scope of Works;
- (d) Philgeps Request for Quotation/Bid Documents;
- (e) the Eligibility requirements;
- (f) the Notice of Award;
- (g) the Performance Security
- (h) Other documents required by the IIPDO

3. In consideration of the payments to be made by the FIRST PARTY to the SECOND PARTY as hereinafter mentioned, the SECOND PARTY hereby covenants with the FIRST PARTY to provide the goods and services (Scope of Work stated in the submitted proposal) and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. The FIRST PARTY hereby covenants to pay the SECOND PARTY in consideration of the provisions of the goods and services and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. The SECOND PARTY hereby covenants to pay all electricity and water consumption to the FIRST PARTY in the duration of the project.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**Eulogio "Amang" Rodriguez**  
**Institute of Science and Technology**

  
**DR. ROGELIO T. MAMARADLO**  
President/FIRST PARTY

  
**Dr. GIOVANNI L. AHUNIN**  
Dir., Admin. Services


**RCT BUILDERS AND CONSTRUCTION**  
**SUPPLIES TRADING**

  
**ROWELL C. CRUZ**  
Proprietor/SECOND PARTY

**WITNESSES:**

  
**ARMAND PARAIISO**

**FUNDS AVAILABLE:**

  
**DR. YOLANDA A. LARA**  
Director, FMS

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) s.s

BEFORE ME, a Notary Public for this MAR 23 2023 day of \_\_\_\_\_, 2023  
personally appeared:

Competent Evidence of Identity

DR. ROGELIO T. MAMARADLO,

PRC - 011955

ROWELL C. CRUZ,

CRN - 0033 - 5771435 - 0

Both known to be the same persons who executed the foregoing instrument and Acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represented in this instance.

This instrument pertain to the CONTRACT for the "DESIGN AND CONSTRUCTION OF EARIST CAVITE CAMPUS CISTERN WATER TANK" consisting of three (3) pages including this Acknowledgement page signed by the parties hereto and their instrumental witnesses on each and every page thereto.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and the place this first above written.

ATTY. JOEL E. DANER

NOTARY PUBLIC COMMISSION NO. 2022-075

Issued on 7-1-2022 Until 12-31-2025 NOTARY PUBLIC

UNIT 208 TMR II TAFT AVE., MALATE, MANILA

ROLL NO. 44609 IBP LIFETIME NO. 2022 / 15-12-00

PTR No. 0861098 / 01-03-2023 / City of Manila / TIN 104063310

MCLE Compliance No. VII-0007120 / 04-14-2025

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Nagtahan, Sampaloc, Manila

**SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	<b>Details of SPECIAL CONDITIONS OF CONTRACT</b>
Intended Completion Date	The project/s should be completed within Sixty (60) Calendar Days.
Procuring Entity	<b>Eulogio "Amang" Rodriguez Institute of Science and Technology</b>
Procuring Entity's Representative	<b>Dr. ROGELIO T. MAMARADLO, President</b>
Site	<b>EARIST, Nagtahan, Sampaloc, Manila</b>
Start Date	The start date is seven (7) calendar days upon receipt of the Notice to Proceed issued.
Possession of Site	The procuring entity shall give possession of all parts of the site to the awarded contractor upon issuance of the Notice to Proceed (NTP)
Contractor shall employ key personnel	The contractor shall employ the following key personnel by name and designation: 1. Project Manager – Rowell C. Cruz 2. Safety Officer – Renz Manio 3. Foreman – Arnold Cabrera
Warranty Against Structural Defects Failure	One (1) year against defects traceable to materials supplies/installed and/or as specified in the manufacturer's brochures, subject to the provisions of R.A. 9184 on warranties.
Daywork's rate	None
Advance payment to the Contractor	The amount of the advance/mobilization payment if fifteen percent (15%) of the total contract price.
Contractor to request for payment of work	Every accomplishment billing/report.
"As Built" Drawings	Two (2) sets of signed and sealed blue print copies in 20" x 30" sheets by appropriate professional architects and engineers. ...are required to be submitted upon completion of the PROJECT and before the release of Final Payment



Republic of the Philippines  
Eulogio "Amang" Rodriguez  
Institute of Science and Technology  
Nagtahan, Sampaloc, Manila

### NOTICE TO PROCEED

March 29, 2023

The Proprietor  
**RCT BUILDERS AND CONSTRUCTION SUPPLIES TRADING**  
#11 Kamagong St. Greenland Subd., Nangka,  
Marikina City


Sir/Madam:

We are pleased to inform you that the Contract for the project "**DESIGN AND CONSTRUCTION OF EARIST CAVITE CAMPUS CISTERN WATER TANK**", has been approved. **In this regard**, notice is hereby given to **RCT BUILDERS AND CONSTRUCTION SUPPLIES TRADING** that work may commence on the project effective upon receipt and acceptance of this Notice.

You are responsible for performing the services in coordination with the Institute under the terms and conditions of the Contract.

Very truly yours,

  
**DR. ROGELIO T. MAMARADLO**  
President

Received by:  **ROWELL C. CRUZ**  
Date: 03/30/23



Republic of the Philippines  
Eulogio "Amang" Rodriguez  
Institute of Science and Technology  
Nagtahan, Sampaloc, Manila

## NOTICE OF AWARD

March 14, 2023

The Proprietor  
**RCT BUILDERS AND CONSTRUCTION SUPPLIES TRADING**  
#11 Kamagong St. Greenland Subd., Nangka  
Marikina City


Sir/Madam:

We are pleased to inform you that the contract for the project "**DESIGN AND CONSTRUCTION OF EARIST CAVITE CAMPUS CISTERN WATER TANK**" is hereby awarded to your company in the amount of **FIVE HUNDRED TEN THOUSAND NINE HUNDRED PESOS.** (Php. 510,900.00).


In this regard, you are hereby required to sign/enter into Contract as stated in Section 37.2 of the Implementing Rules and Regulations of Republic Act No. 9184 within ten (10) days upon receipt of this Notice.

Prior to the signing of the contract you are required to post a performance security in such form and amount. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

  
**Dr. GRANT B. CORNELL**  
BAC Chairman

Approved:

  
**DR. ROGELIO T. MAMARADLO**  
President

Received by: ARMANDO KARANAO

Date: 3/20/23