



Contract Number: 19PBTNMSC10-C
Contract Name: Concreting of NMSCST Access Road (Construction of Road Network NMSC)
Location of the Contract: NMSC, Labuyo, Tangub City

CONTRACT

This **CONTRACT**, made this 4th day of October 2019 between **Northwestern Mindanao State College of Science & Technology (NMSCST), Labuyo, Tangub City** represented herein by **Dr. WILSON C. NABUA**, OIC President/HOPE Representative (hereinafter called the "ENTITY") and **Lexand Construction & Development, Valconcha St., Aguada (Pob), Ozamiz City** represented by **ALEXANDER L. LIM**, Proprietor, (hereinafter called the "CONTRACTOR").

WHEREAS, the ENTITY is desirous that the CONTRACTOR execute the Works under the Contract **19PBTNMSC10-C: Concreting of NMSCST Access Road (Construction of Road Network NMSC)** to be constructed at NMSCST Labuyo, Tangub City (hereinafter called "the Works"), within **One Hundred Twenty (120) calendar days** and the ENTITY has accepted the Bid for **FOUR MILLION FOUR HUNDRED NINETY-ONE THOUSAND THREE HUNDRED FIFTY-EIGHT PESOS AND 34/100 (P4,491,358.34)** with ten percent (10%) discount offered by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

SCOPE OF WORK

ITEM NO	DESCRIPTION	UNIT	QTY	Unit Cost (Php)	Total Amount (Php)
A.1.1(8)	Provision of Field Office for the Engineer (Rental)	mos.	4.00	5,625.00	22,500.00
B.3	Permits and Clearances	l.s.	1.00	37,500.00	37,500.00
B.5	Project Billboards/Signboard	each	2.00	3,750.00	7,500.00
B.7	Occupational Safety and Health Program	m-day	960.00	104.17	100,003.20
B.9	Mobilization/Demobilization	l.s.	1.00	187,500.00	187,500.00
100	Clearing and Grubbing	ln.m.	80.00	637.50	51,000.00
103(3)	Foundation Fill	sq.m	36.00	1,059.38	38,137.68
103(6)a	Pipe Culvert & Drainage Excavation	Cu.m	22.50	1,055.56	23,750.10
104(2) a	Embankment from Roadway Borrow	Cu.m	965.00	438.18	48,375.07
105(1)a	Subgrade Preparation	Sq.m	824.20	451.17	435,379.05
200(1)	Aggregate Subbase Course (t=0.15m)	Cu.m	503.08	115.26	94,997.29
311(1)b	PCC Pavement (unreinforced)	Sq.m	1,914.00	2,036.70	1,024,623.04
500(1)a3	Pipe Culvert, 910 ø	Ln.m.	12.00	1,489.30	2,850,520.20
Total					4,990,398.15
less 10% discount					499,039.82
Total Amount					4,491,358.34

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this CONTRACT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT, to wit;


CHRISTILYN DECE
Witness, Lexand Construction & Development


ALEXANDER L. LIM
Proprietor, Lexand Construction & Development


ANNA RUTCHEI M. OLEGARIO, CPA
Witness, NMSCST


WILSON C. NABUA, Ed.D.
OIC President/HOPE Representative

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Apply for Eligibility and to Bid;
- e. Instruction to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental/Bid Bulletins, if any;
- h. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- 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 Entity.

3. In consideration of the payments to be made by the ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the ENTITY to execute and complete the Works and remedy any defects therein in conformity with the provisions of this CONTRACT in all aspects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by:

ENTITY:

NORTHWESTERN MINDANAO STATE COLLEGE
OF SCIENCE AND TECHNOLOGY

By:



Dr. WILSON C. NABUA
OIC President/HOPE Representative

CONTRACTOR:

Lexand Construction &
Development

By:



ALEXANDER L. LIM
Proprietor

Signed in the Presence of:

Signed in the Presence of:

Ann Rutchel M. Olegario
ANNA RUTCHEL M. OLEGARIO, CPA
Accountant III

Christina Dece D. Callar
CHRISTINA DECE D. CALLAR
(For the Contractor)

REPUBLIC OF THE PHILIPPINES)
_____)
_____) S.S.

Charly
CHARLY STILSON
WITNESS, Lexand Construction & Development

Alexander L. Lim
ALEXANDER L. LIM
Proprietor, Lexand Construction & Development

Anna Rutchel M. Olegario
ANNA RUTCHEL M. OLEGARIO, CPA
WITNESS, NIMSCST

Wilson C. Nabua
WILSON C. NABUA, Ed.D.
OIC President/HOPE Representative

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Ozamiz, personally appeared **DR. WILSON C. NABUA** – OIC President/HOPE, representing the **REPUBLIC OF THE PHILIPPINES (NORTHWESTERN MINDANAO STATE COLLEGE OF SCIENCE & TECHNOLOGY**, Labuyo, Tangub City), with residence Certificate No./Passport No. _____ issued on _____ at _____ and **ALEXANDER L. LIM**, Proprietor, representing **Lexand Construction & Development** with residence Certificate No. 23761248 on January 8, 2019 at Ozamiz City known to me to be the same persons who executed the foregoing CONTRACT and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consists of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 4th day of October, 2019

Isabelo S. Villanueva, Jr.
ISABELO S. VILLANUEVA, JR.
Notary Public

Notarial Commission Expires on Dec. 31, 2019
PTR No. 3367371 - 1/3/19
IBP (LIFETIME) No. 03431
TIN - 113-765-592
OZAMIZ CITY

Doc. No. 415
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