



NOTICE OF AWARD

June 20, 2012

MR. JAIME C. DEL ROSARIO

President

KServico Trade Inc.

111 12th Ave., Brgy. Socorro

Cubao, Quezon City

Dear Mr. Del Rosario:

We are happy to notify you that the contract "*Supply and Installation of Airconditioning Unit*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Eight Hundred Fourteen Thousand Four Hundred Eight Pesos (Php 814,408.00)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

DR. EMANUEL C. DE GUZMAN

President

Conformed:

MR. JAIME C. DEL ROSARIO

President

Date: 6/22/12

MARY DIANA D. MAMARIL
Notary Public

Until December 31, 2013

PTR # 5046189-1-3-2012-Quezon City

IHP #878032-1-4-2012 Makati City

Roll of Attorneys' #53408 T/N # 243-903-743

MCLE Compliance No. III 0009786

3-16-2010-Pasig City

Doc NO. 223
Page No. 46
Book No. II

AMENDMENT TO THE CONTRACT FOR SUPPLY AND INSTALLATION OF AIR-CONDITIONING UNITS

KNOW ALL MEN BY THESE PRESENTS:

That the POLYTECHNIC UNIVERSITY OF THE PHILIPPINES and KSERVICO TRADE, INC. entered into a Contract for Supply and Installation of Air-Conditioning Units on the 26th day of June, 2012;

That under the Terms of Reference of said contract, the Scope of Works is specified as follows :

"Scope of Works:

1. Installation included with circuit breaker, copper tubing, platform and commissioning
2. Warranty Period, at least 2 years on labor and parts for both window and floor mounted types
Two (2) years on labor and parts for both window and floor mounted types
Five (5) years for compressor motor (window-type) and
Two (2) years free cleaning twice a year for one year (window and floor mounted type)
One (1) year on installation workmanship
3. As to the 5TR: hard drawn copper tube, type L is required
4. As to the thickness of rubber installed: as per manufacturer standard
5. As to the circuit breaker: secondary circuit is required; provided by the supplier
6. Goods offered must be US, Japan, or locally manufactured
7. All units are manual operated, without timer
8. Delivery period: within working days from receipt of Notice to Proceed""

That the above-quoted provision on Scope of Works is hereby amended such that it shall apply only to 3 units: 5TR Package Type Floor; Mounted; 60,000 BTU/HR and not to 25 units 2HP Window Type 220 volts ; Single Phase 19,600 KJ/HR; 8.40 ampere; 1,866 watts; 10.1 EER;

That this Amendment shall amend the Contract for Supply and Installation of Air-Conditioning Units only as to the extent of Scope of Works as provided herein. All other provisions of the said contract shall remain in force and binding to the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this ____ day of _____, 2012 in the City of Manila, Philippines.

POLYTECHNIC UNIVERSITY OF THE
PHILIPPINES

By:

DR. EMANUEL C. DE GUZMAN
President

KSERVICO TRADE INC.

By:

MR. JAIME C. DEL ROSARIO
President

SIGNED IN THE PRESENCE OF:

MS. MARISSA JULIGASPI
Vice-President for Finance

ATTY. ESTELITA W. DE LA ROSA
Vice-President for Administration
and BAC Chairman

ACKNOWLEDGMENT

Republic of the Philippines)
of Manila) S.S.
QUEZON CITY

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC No.	DATE/ PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	March 27, 2012; Manila
MR. JAIME C. DEL ROSARIO	00092954	January 9, 2012; Quezon City

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of two (2) pages including this page whereon the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on this 16 day of NOV, 2012 at Manila, Philippines.

Doc. No. 243
Page No. 10
Book No. IV
Series of 2012.

MARY DIANA C. MAMARIL
Notary Public
Until December 31, 2013
PTR # 6101-Quezon City
IBP # 278032-1-4-2012 Makati City
Roll of Attorneys #53406 TIN # 243-903-743
MCLC Compliance No. III 0009786
3-16-2013-Pasig City

CONTRACT FOR SUPPLY AND INSTALLATION
OF AIR-CONDITIONING UNITS

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and executed by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state University with principal address at Anonas Street, Sta. Mesa, Manila, herein represented by its President, **DR. EMANUEL C DE GUZMAN**, hereinafter referred to as the "UNIVERSITY";

- and -

KSERVICO TRADE INC., a duly licensed business entity and existing under and by virtue of the laws of the Philippines, with office address at 111 12th Ave., Barangay Socorro, Cubao, Quezon City, herein represented by its President, **MR. JAIME C. DEL ROSARIO**, hereinafter referred to as the "CONTRACTOR"


WITNESSETH:

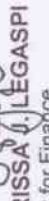
The UNIVERSITY and the CONTRACTOR, in consideration of the mutual covenants and agreements hereunder specified, enter into the following covenants and agreements, to wit:

The CONTRACTOR agrees to supply and install at the PUP Claro M. Recto Hall, Mabini Campus Offices and Branches Twenty Eight (28) air-conditioning units with the following specifications and terms of reference:

Specifications:

25 units	2 HP Window Type 220 volts Single phase 19,600 KJ/HR 8.40 Ampere, 1,866 Watts 10.1 EER
3 units	5TR Package Type Floor Mounted 60,000 BTU/HR



MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. JAIME C. DEL ROSARIO
President, KServico Trade Inc.


DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

Terms of Reference:

The Contractor shall provide the labor and the necessary equipment for installation without any expense on the part of the University;

The aforementioned work shall be subject to the supervision of Engr. Clint Michael F. Lacdang, Electrical Engineer of the University who shall supervise and certify the accomplishment of the works hereby agreed to be done, to wit;

Scope of Works:

1. Installation included with circuit breaker, copper tubing, platform and commissioning (*reper to Floor mounted*)
2. Warranty Period: at least 2 years on labor and parts for both window and floor mounted types
Two (2) years on labor and parts for both window and floor mounted types
Five (5) years for compressor motor (window-type) and
Two (2) years free cleaning twice a year for one year (window and floor mounted type).
One (1) year on installation workmanship
3. as to the 5TR: hard drawn copper tube, type L is required
4. as to the thickness of rubber installed: as per manufacturer standard
5. as to the circuit breaker: secondary circuit is required; *excluding window type* provided by the supplier
6. Goods offered must be US, Japan, or locally manufactured
7. All units are manual operated, without timer
8. Delivery period: within 15 working days from receipt of Notice to Proceed

The CONTRACTOR warrants that its air-conditioning units, tools and equipment are free from patent and latent defect;

The CONTRACTOR, shall submit the names of its servicemen to the University before the start of the installation. In case of asence of any of its servicemen, he shall be replaced immediately by equally qualified servicemen for the duration of the absence of the former.

The UNIVERSITY shall provide the necessary gate pass and temporary storage area for the materials and equipment of the CONTRACTOR;


The CONTRACTOR shall not bring nor store any inflammable or explosive materials, or any articles which may expose the Building to fire hazard;

The CONTRACTOR shall be responsible for any accident, sickness or injury of any kind or nature that may be sustained by any of its servicemen in connection with work including death resulting therefrom;


MS. MARISSA LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JAIME C. DEL ROSARIO
President, KService Trade Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

The CONTRACTOR shall require its servicemen to wear the company uniform with proper Identification Cards and protection/safety gadgets;

The CONTRACTOR shall be responsible to the University for any damage on any property of the University or any injury that may be sustained by any person due to the fault of its servicemen. Any damage due to fault of the aforementioned persons shall be repaired or replaced promptly by the Contractor at its own expense;

The CONTRACTOR shall furnish the University a Performance Bond as security in the form of a Manager's Check in the amount of Php 40,720.40 which is equivalent to 5% of the total contract price for the Project, before, the execution of the contract;

The UNIVERSITY shall have the sole right, by its written order, to require overtimes, alterations, and additions to the work called for by the Contract;

If the UNIVERSITY shall, upon written, order, require any overtime, alteration, or addition from the Contract, the Contractor shall carry out such requirement and perform the additional work within the time prescribed by the University and to the satisfaction of the latter without any additional cost to the UNIVERSITY;

The UNIVERSITY shall pay to the Contractor the sum of Php 814,408.00 inclusive of 12% VAT.


The UNIVERSITY may, by notice in writing addressed to the Contractor, terminate this Contract without the intervention of the court in the event that the Contractor declares insolvency, assigns or subleases this Contract without the written consent from the UNIVERSITY.


If the UNIVERSITY, for any of the abovementioned causes, stops, suspends the work or terminates this agreement, it shall not be liable to the Contractor for any such stoppage or suspension except for the proportionate payment of the works performed before stoppage;


If the CONTRACTOR shall, in any manner, neglect or fail to perform the required work without any justiable cause, the University shall give written notice to the Contractor to proceed with such work, and if the Contractor shall fail to do so accordingly within five (5) working days from receipt thereof, it shall be lawful for the University to employ any other contractor to complete the work under this, Contract; and in such case, the Contractor shall receive no further payment under this contract and shall furthermore be liable to the University for damages;

All disputes arising from or in connection with this Contract shall be resolved by the contracting parties through an amicable settlement; otherwise, the same shall be submitted for arbitration in


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JAIME C. DEL ROSARIO
President, KService Trade Inc.



DR. EMANUEL C. DE GUZMAN
PUP President

accordance with the law. The venue of action shall be at the City of Manila to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have hereunto set their hands in Manila, Philippines, this 26th day of June, 2012.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

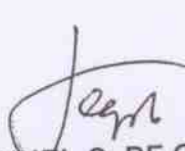

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JAIME C. DEL ROSARIO
President, KService Trade Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

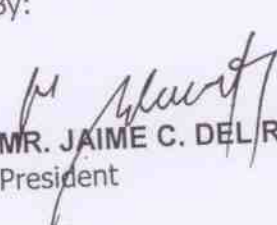
**POLYTECHNIC UNIVERSITY
OF THE PHILIPPINES**

By:

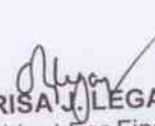

DR. EMANUEL C. DE GUZMAN
President

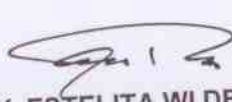
KSERVICE TRADE INC.

By:


MR. JAIME C. DEL ROSARIO
President

SIGNED IN THE PRESENCE OF:


MS. MARISA J. LEGASPI
Vice-President For Finance


ATTY. ESTELITA WI DELA ROSA
Vice President for Administration and
BAC Chairman

FUNDS CERTIFIED AVAILABLE:


MS. HELEN L. ALCANTARA
Director, PUP Accounting Division

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	MARCH 27, 2012 / MANILA
MR. JAIME C. DEL ROSARIO	00092954	01-09-12 / QC.

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of eleven (5) pages including this page wherein the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page thereof.

10 AUG 2012

WITNESS MY HAND AND SEAL on this ___ day of
at Manila, Philippines.

MARK DIAN C. MAMARIL
Notary Public
Until December 31, 2013
PTR # 6040189-1-3-2012 Quezon City
BSP #878032-1-4-2012 Makati City
Roll of Attorneys' #53406 TIN # 243-903-743
MCLE Compliance No. III 0009786
3-16-2010-Pasig City

Doc. No. 157 ;
Page No. 33 ;
Book No. 11 ;
Series of 2012.

DR. EMANUEL C. DE GUZMAN
PUP President

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MS. MARISSA J. LEGASPI
VP for Finance



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila

NOTICE TO PROCEED

July 02, 2012

MR. JAIME C. DEL ROSARIO
President
KService Trade, Inc.
111 12th Ave., Barangay
San Antonio Village, Makati City

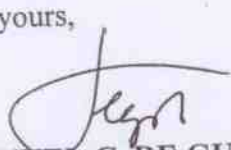
Dear Mr. Del Rosario:

Pursuant to the Contract dated 26th day of June, a Notice to Proceed is hereupon given immediately commence the "*Supply and Installation of Air-conditioning Units*", within five (5) days from receipt hereof.

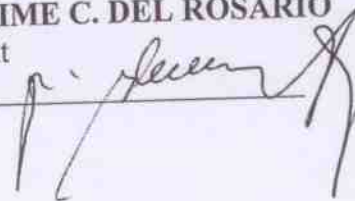
It is understood that the installation shall be completed within the stipulated period of *Fifteen (15) working days* counted from such commencement.

Thank you very much.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:

MR. JAIME C. DEL ROSARIO
President
Date: 

8/10/12



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

Bids & Awards Committee

Mabini Campus, Sta. Mesa, Manila
Tel. No. 716-7832 loc. 397

NOTICE OF AWARD

July 20, 2012

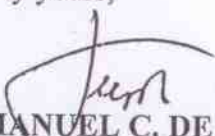
Ms. Fleurdeliz A. Constantino
President
TROJAN Marketing Inc.
4200 Tunasan, Old National Highway,
Muntinlupa City

Dear Ms. Constantino:


We are happy to notify you that the contract "*Supply of Tablet Chairs, Teacher's Table and Chairs*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Two Million Five Hundred Eleven Thousand Nine Hundred Eighty Pesos (Php 2,511,980.00)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


Ms. Fleurdeliz A. Constantino
President
Date: _____

PURCHASE ORDER

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

(Agency)

Supplier: **TROJAN MARKETING, INC.**
Address: 4200 Tunasan, Old National Highway, Muntinlupa City

P.O. No.: **B-12-08-0002**
Date: August 10, 2012
Mode of Procurement: **Public Bidding**

Gentlemen: P.R. No. 12-05-0313

Req. by: **R. FERNANDO**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **PROPERTY OFFICE, Sta. Mesa, Manila**

Date of Delivery: Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
BIDDING ON THE SUPPLY OF TABLET CHAIRS, TEACHER'S TABLE AND CHAIRS HELD ON JULY 2, 2012					
1	pcs.	1,850	Metal Tablet Chairs		
2	"	110	Teacher's Table		
3	"	50	Metal Teacher's Chairs		
Contract Price					2,511,980.00

** Please see attached sketches for specifications.

PURCHASE THRU: REG. WITH:	
<input type="checkbox"/> Bidding	<input checked="" type="checkbox"/> DTI
<input type="checkbox"/> Credit Cont.	<input checked="" type="checkbox"/> SEC
<input type="checkbox"/> Shipping	
<input type="checkbox"/> Small Value Procurement	
By: _____	

P.U.P. Procurement Office	
Faxed By: <u>PH</u>	
Date: <u>8/21/12</u>	

CERTIFIED CORRECT:

Myrna C. Cacho
MYRNA C. CACHO *ph*
Officer-In-Charge
Procurement Office

(Total Amount in Words)

TWO MILLION FIVE HUNDRED ELEVEN THOUSAND & NINE HUNDRED EIGHTY PESOS ONLY

2,511,980.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme: *Alber Constantino*
Signature Over Printed Name of Supplier
8/24/12
(Date)

PROCUREMENT
P.U.P.
RECEIVED
BY: *PH*
DATE: 8/21/12

Very truly yours,
Emanuel C. de Guzman
EMANUEL C. DE GUZMAN, PhD
(Authorized Official)

Funds Available:

Helen R. Alcantara
HELEN R. ALCANTARA
Director, Acctg. Dept.
Chief Accountant

Amount: 2,511.980

164
ALOBS NO.: MODE 12-08-0841

I.A	165	757.222
II.A		43.564
III.A		39.641
III.B.1		842.676
III.B.2		146.600
III.C		200.000
III.D		110.275



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila

NOTICE TO PROCEED

August 10, 2012

MS. FLEURDELIZ A. CONSTANTINO

President

TROJAN Marketing Inc.

4200 Tunasan, Old National Highway,
Muntinlupa City

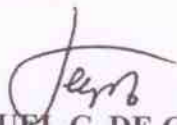
Dear Ms. Constantino:

Pursuant to the Purchase Order dated 10th day of August, a Notice to Proceed is hereupon given immediately commence the "*Supply of Tablet Chairs, Teacher's Table and Chairs*", within five (5) days from receipt hereof.

It is understood that the delivery shall be completed within the stipulated period of *Thirty (30) working days* counted from such commencement.

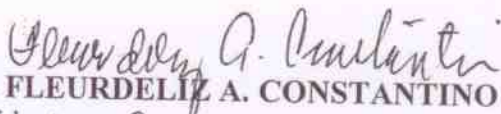
Thank you very much.

Very truly yours,


DR. EMANUEL C. DE GUZMAN

President

Conformed:


MS. FLEURDELIZ A. CONSTANTINO

President

Aug 17, 2012 ✓



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

Bids & Awards Committee

Mabini Campus, Sta. Mesa, Manila
Tel. No. 716-7832 loc. 397

NOTICE OF AWARD

August 24, 2012

MS. ELVA E. ESPINO

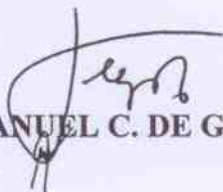
General Manager
Medical Gallery Trading Co. (MGTC)
1357 Rizal Ave., Sta. Cruz,
Manila

Dear Ms. Espino:

We are happy to notify you that the contract "*Supply of PUP Medical and Dental Equipment*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Nine Hundred Twenty Two Thousand Four Hundred Pesos (Php 922,400.00)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MS. ELVA E. ESPINO
General Manager
Date: _____

PURCHASE ORDER
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
 (Agency)

Supplier: **MEDICAL GALLERY TRADING CO.**

Address: 1357 Rizal Avenue, Sta. Cruz, Manila

P.O. No.: **B-12-09-0003**

Date: September 5, 2012

Mode of Procurement: **Public Bidding**

Gentlemen: P.R. No. 12-06-0356

Req. by: **H. ALMIRANTE**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **PROPERTY OFFICE, Sta. Mesa, Manila**

Date of Delivery: Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
<u>BIDDING ON THE SUPPLY OF PUP MEDICAL AND DENTAL EQUIPMENT HELD ON JULY 30, 2012</u>					
1	units	2	Sphygmomanometer, Aneroid, U.S.A.	16,500.00	33,000.00
2	"	2	Aneroid, Desk Type, U.S.A.	8,500.00	17,000.00
3	"	3	Stethoscope, Heavy Duty, U.S.A.	4,500.00	13,500.00
4	"	3	Oxygen Tank 15 lbs. with mobile carrier	7,500.00	22,500.00
5	"	3	Oxygen Regulator	6,500.00	19,500.00
6	unit	1	Autoclave * Chamber size 23cm x 40cm * Working Pressure 1.2 kg oC * Sterilizing Temp. 121oC * Power Supply ACV 1 KW * Chamber cap.: 16 liters		
7	units	2	Nebulizer (U.S.A.)	9,500.00	42,500.00
8	"	3	Hospital Bed with mattress (Standard size: 36" x 75") Mechanical bed panel with rails		19,000.00
9	"	2	Weighing Scale w/ height bar type (USA)	20,500.00	61,500.00
10	"	2	Wheel chair * Chromed steel frame, Powder coating double crossbar, Fixed armrest, Fixed front rest, Solid rubber, Solid rear wheel	16,500.00	33,000.00
				7,500.00	15,000.00

PURCHASE THRU:	REG. WITH:
<input checked="" type="checkbox"/> Bidding	<input checked="" type="checkbox"/> DTI
<input type="checkbox"/> Direct Cont.	<input type="checkbox"/> SEC
<input type="checkbox"/> Shopping	
<input type="checkbox"/> Small Value Procurement	
By: _____	

over

P.U.P.
Procurement Office

CERTIFIED CORRECT:

Adam V. Ramilo
ADAM V. RAMILO
 Director, Procurement Office

(Total Amount in Words)

Faxed By: *[Signature]*

Date: *9/14/12*

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme:

Signature Over Printed Name of Supplier

(Date)

PROCUREMENT OFFICE

P.U.P.

RECEIVED

BY: *[Signature]*

DATE: *9/14/12*

Very truly yours,

Emanuel C. de Guzman
EMANUEL C. DE GUZMAN, PhD
 (Authorized Official)

Funds Available:

Helen R. Alcantara
HELEN R. ALCANTARA
 Director, Acctg. Dept.
 Chief Accountant

Amount: _____

ALOPS NO.: _____

PURCHASE ORDER**POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**

(Agency)

Supplier: **MEDICAL GALLERY TRADING CO.**

Address: 1357 Rizal Avenue, Sta. Cruz, Manila

P.O. No.: **B-12-09-0003**

Date: September 5, 2012

Mode of Procurement: **Public Bidding**

Gentlemen:

P.R. No. 12-06-0356

Req. by: **H. ALMIRANTE**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **PROPERTY OFFICE, Sta. Mesa, Manila**

Date of Delivery: Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
11	units	2	Stretcher <ul style="list-style-type: none"> * Double folding stretcher, lightweight * Aluminum alloy framework, thick * Layered upholstery washable and waterproof * Fabric type top with safety belts * 185L x 52W x 20H (cm) Unfolded position * 94L x 52W x 9H (cm) Folded position, * 150-180 lbs. weight of bearing 	6,800.00	13,600.00
12	unit	1	Oto-Ophthalmoscope Diagnostic set (U.S.A.)		16,500.00
13	"	1	Glucose Meter (U.S.A.)		4,500.00
14	"	1	<ul style="list-style-type: none"> * with free strips Dressing Carriage with complete accessories <ul style="list-style-type: none"> * Pall, Four (4) big bottles, Four (4) dressing jars * Eight (8) re-agent bottles * Swing out, swing in aluminum tray * Sponge Bowl * Basin 		7,800.00
15	units	3	Medicine Cabinet <ul style="list-style-type: none"> * Two (2) door, metal side, three (3) glass shelves, * One (1) center drawer, two (2) door compartment 		

PURCHASE THRU:

☒ Bidding
☐ Direct Cont.
☐ Shopping
☐ Small Value Procurement

REG. WITH:

☐ DTI
☒ SEC

over

P.U.P.

Procurement Office

CERTIFIED CORRECT:

ADAM V. RAMILO

Director, Procurement Office

(Total Amount in Words)

Faxed By:

Date:

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme:

Signature Over Printed Name of Supplier

(Date)

PROCUREMENT OFFICE

P.U.P.

RECEIVED

BY:

DATE:

Very truly yours,

EMANUEL C. DE GUZMAN, PhD

(Authorized Official)

Funds Available:

HELEN R. ALCANTARADirector, Acctg. Dept.
Chief Accountant

Amount:

ALOBS NO.:

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

(Agency)

Supplier: **MEDICAL GALLERY TRADING CO.**

Address: 1357 Rizal Avenue, Sta. Cruz, Manila

P.O. No.: **B-12-09-0003**

Date: September 5, 2012

Mode of Procurement: **Public Bidding**

Gentlemen: P.R. No. 12-06-0356

Req. by: **H. ALMIRANTE**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **PROPERTY OFFICE, Sta. Mesa, Manila**

Date of Delivery: Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
16	units	2	* At the bottom and one (1) compartment with removable glass shelf		
17	"	3	* 60H x 16W x 31L, stainless materials Electric Airpot 3.8 L	32,000.00	96,000.00
			Dental Instrument cabinet	3,000.00	6,000.00
			* Two (2) door, metal side, three (3) glass shelves,		
			* Four (4) drawer and one (1) compartment or w/ removable		
			* 60H x 16W x 31L		
			* Drawer height 5 inches, stainless materials		
18	"	2	Autoclave	35,000.00	105,000.00
19	set	1	Dental unit and chair	42,500.00	85,000.00
			* High Speed hand piece connector two (2) sets,		
			* Low speed hand piece connector one (1) set		
			* Three (3) way syringe		
			* Two (2) pcs. X-ray film viewer one (1) set		
			* Saliva ejector one (1) pc.		
			* Hi vac suction one (1) pc.		
			* Automatic cup filler ceramic cuspidor one (1) set		
			* Built-in water purified system one (1) set		
			* Twenty four (24) D.C. Noiseless Motor one (1) set		
			* Sanitary cushion and backrest one (1) set		
			* With Intra oral camera, LCD Monitor, LED curling		

PURCHASE THRU: REG. WITH:

☒ Bidding
☐ Direct Cont.
☐ Shopping
☐ Small Value Procurement

☒ DTI
☐ SEC

By: _____

over


P.U.P.

Procurement Office

Faxed By: _____

Date: _____

CERTIFIED CORRECT:


ADAM V. RAMILO
 Director, Procurement Office

(Total Amount in Words)

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme:

Signature Over Printed Name of Supplier

(Date)

PROCUREMENT OFFICE

P.U.P.

RECEIVED

BY: _____

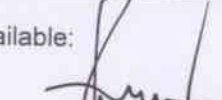
DATE: _____

Very truly yours,

EMANUEL C. DE GUZMAN, PhD

(Authorized Official)

Funds Available:


HELEN R. ALCANTARA
 Director, Acctg. Dept.
 Chief Accountant

Amount: _____

ALOBS NO.: _____

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

(Agency)

Supplier: **MEDICAL GALLERY TRADING CO.**

Address: 1357 Rizal Avenue, Sta. Cruz, Manila

P.O. No.: **B-12-09-0003**

Date: September 5, 2012

Mode of Procurement: **Public Bidding**

Gentlemen:

P.R. No. 12-06-0356

Req. by: **H. ALMIRANTE**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **PROPERTY OFFICE, Sta. Mesa, Manila**

Date of Delivery: Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
20	units	3	light, Ultra sonic scaler system, High speed hand piece one (1) pc. * Low speed hand piece with contra angle one (1) pc. * 1/4 HP compressor * With dentist stool included, free installation Light Cure (Japan/Taiwan) * AC Input rating 115V-50/60 Hz, 230V-50/60Hz, * Fuse rating 3A, 250V, Lamp Rating 75W x 12V, * Classification: Class II, Type BF * Timer Selection: 10/20/40/60 sec * AC Input rating 115V-50/60 Hz, 230V-50/60Hz, * Fuse rating 3A, 250V, Lamp rating: 75W, 12V, * Wavelength range: 400-510mm, Output light * Intensity: Over 600m W/cm2, * Manufacturer's Standard		240,000.00
21	"	2	Ultrasonic Scaler - (Japan/Taiwan) * Manufacturer's Standard Size * Function: Not only use for sealing but also for Perio and Endo if requested * Constructed with excellent Piezo-Ceramic and Titanium alloys to ensure durability with minimal heat generation * Hand piece cable made from soft and durable silicon tube cable, tip made from high	13,500.00	40,500.00

PURCHASE THRU: REG. WITH:

☒ Bidding
☒ Direct Cont.
☒ Shopping
☒ Small Value Procurement
 By: _____

☒ DTI
☒ SEC

over

P.U.P.

Procurement Office

CERTIFIED CORRECT:

ADAM V. RAMILO

Director, Procurement Office

(Total Amount in Words)

Faxed By: _____

Date: 9/14/12

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme:

Signature Over Printed Name of Supplier

(Date)

PROCUREMENT OFFICE

P.U.P.

RECEIVED

BY: _____

DATE: 9/14/12

Very truly yours

EMANUEL C. DE GUZMAN, PhD

(Authorized Official)

Funds Available:

HELEN R. ALCANTARA

Director, Acctg. Dept.

Chief Accountant

Amount: _____

ALOBS NO.: _____

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

(Agency)

MEDICAL GALLERY TRADING CO.

Address: 1357 Rizal Avenue, Sta. Cruz, Manila

P.O. No.: **B-12-09-0003**

Date: September 5, 2012

Mode of Procurement: **Public Bidding**

Gentlemen:

P.R. No. 12-06-0356

Req. by: **H. ALMIRANTE**

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

PROPERTY OFFICE, Sta. Mesa, Manila

Date of Delivery:

Thirty (30) calendar days from receipt of the Notice to Proceed (NTP)

Delivery Term

Payment Term

Item No.	Unit	Quantity	Description	Unit Cost	Amount
			quality materials for precision and efficiency, eliminates dental calculus, strains, bacterial plaque and tea scalers on teeth without harming patients gums or the teeth's enamel		
			* STANDARD ACCESSORIES: Hand piece with silicon cable, five (5) scaling tips, one (1) torque wrench, one (1) foot pedal, one (1) water hose	15,500.00	31,000.00
					922,400.00

PURCHASE THRU:	REG. WITH:
<input checked="" type="checkbox"/> Bidding	<input checked="" type="checkbox"/> DTI
<input type="checkbox"/> Direct Cont.	<input type="checkbox"/> SEC
<input type="checkbox"/> Shopping	
<input type="checkbox"/> Small Value Procurement	
By: _____	

P.U.P.
Procurement Office
Faxed By: _____
Date: 9/14/12

CERTIFIED CORRECT:

ADAM V. RAMILO
Director, Procurement Office

(Total Amount in Words)

NINE HUNDRED TWENTY-TWO THOUSAND & FOUR HUNDRED PESOS ONLY

922,400.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

Conforme: **MARILYN FERNANDES**
Signature Over Printed Name of Supplier
9/24/2012
(Date)

PROCUREMENT OFFICE
P.U.P.
RECEIVED
BY: _____
DATE: 9/14/12

Very truly yours
EMANUEL C. DE GUZMAN, PhD
(Authorized Official)

Funds Available:

HELEN R. ALCANTARA
Director, Acctg. Dept.
Chief Accountant

Amount: 922,400

ALOBS NO.: 164
MODE 12-09-0967 36 P. 1233
9/14/12



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila

NOTICE TO PROCEED

September 06, 2012

MS. ELVA E. ESPINO
General Manager
Medical Gallery Trading Co. (MGTC)
1357 Rizal Ave., Sta. Cruz,
Manila


Dear Ms. Espino:

Pursuant to the Purchase Order dated 1st day of September, a Notice to Proceed is hereupon given immediately commence the "*Supply of PUP Medical and Dental Equipment*", within five (5) days from receipt hereof.


It is understood that the delivery shall be completed within the stipulated period of *Thirty (30) working days* counted from such commencement.

Thank you very much.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MS. ELVA E. ESPINO
General Manager

9-12-12



POLYTECHNIC UNIVERSITY OF PHILIPPINES

Bids & Awards Committee

Mabini Campus, Sta. Mesa, Manila
Tel. No. 716-7832 loc. 397

NOTICE OF AWARD

August 17, 2012

Ms. Ma. Ardelinda U. Rosales

President

Sparrow Integrated Services, Inc. (SPINSER)

#10 Bacnotan Street, New Haven Village,

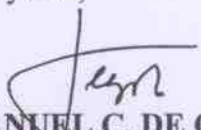
Novaliches, Quezon City

Dear Ms. Rosales:

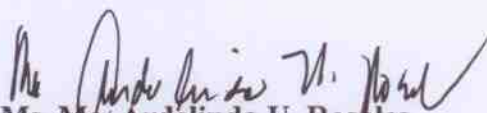
We are happy to notify you that the contract "*Negotiated Procurement for the Supply of Janitorial Services*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Seven Million Three Hundred Fourteen Thousand Two Hundred Seventy Three Pesos and Ninety Centavos (Php 7,314,273.90)**.

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


Ms. Ma. Ardelinda U. Rosales
President

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into, by and between:

The **POLYTECHNIC UNIVERSITY OF THE PHILIPPINES**, a state university duly created and existing under and by virtue of the laws of the Philippines, with principal address at Anonas Street, Sta. Mesa, City of Manila, herein represented by its President, **DR. EMANUEL C. DE GUZMAN** and hereinafter referred to as the "UNIVERSITY";

- and -

SPARROW INTEGRATED SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at G.U. Rosales Building, #10 Bacnotan Street, New Haven Village, Brgy. Kaligayahan Novaliches, Quezon City, herein represented by its President, **MA. ARDELINDA U. ROSALES**, and hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That

WHEREAS, the UNIVERSITY has school buildings, structures, offices and grounds that require janitorial services in order to maintain their cleanliness and sanitation;


WHEREAS, the CONTRACTOR is willing to supply the janitorial services and fully committed itself to comply with all the terms and conditions of the negotiated bidding, including the one hundred percent (100%) absorption of the janitors previously employed by the Unitrend Services, Inc. subject to performance evaluation for a period of two (2) months;

WHEREAS, the CONTRACTOR is a distinct and independent business entity engaged in rendering janitorial services to its clients throughout the Philippines;

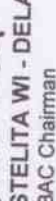
WHEREAS, after negotiated bidding for the janitorial services held last August 10, 2012, the CONTRACTOR's bid was determined to be the lowest complying responsive bid;

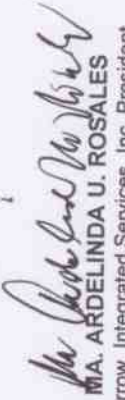
WHEREAS, the CONTRACTOR has offered to provide janitorial services to maintain and keep the school buildings and structures of the UNIVERSITY, and fully committed itself to comply with all the terms and conditions of this Contract;

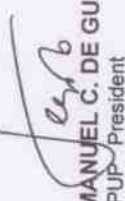
WHEREAS, the UNIVERSITY is willing to accept, as it hereby accepts, the CONTRACTOR's offer to provide janitorial services in accordance with all the terms and conditions of this Contract;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President


DR. EMANUEL C. DE GUZMAN
PUP President

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations herein provided, the parties hereto have agreed, and they do hereby agree with each other, as follows:

1.0. SCOPE OF RESPONSIBILITY

1.1. The CONTRACTOR shall provide the UNIVERSITY with qualified and trained janitors, as hereinafter provided, to maintain, at all times, the cleanliness and sanitation of all the buildings of the UNIVERSITY located at the following campuses:

1.1.1. Mabini Campus:

- a. Main Building (Ground to 6th Floor);
- b. College of Law;
- c. Library;
- d. QAC and ICT Center;
- e. Open University;
- f. Gymnasium;
- g. PE Building;
- h. PE Ground;
- i. PUP Laboratory High School;
- j. Unyon ng Mag-aaral;
- k. Lagoon Area; and
- l. College of Food Technology.

1.1.2. Marcelo H. Del Pilar Campus;

1.1.3. NDC Compound:

- a. Mass Communication;
- b. Engineering and Architecture;
- c. College of Technology;
- d. Antique House;
- e. Call Center; and
- f. Condotel.

1.1.4. PUP Quezon City Campus; and

1.1.5. PUP Batangas Campus.

1.2. The CONTRACTOR shall provide at its sole and exclusive account all equipment, materials and supplies necessary for the performance of the job which shall be delivered to the UNIVERSITY, subject to the inspection/certification by the Internal Audit Office, which equipment and supplies are listed in **ANNEX "A"** hereof.

A monthly report relative to the quantity and amount of supplies used shall likewise be submitted to the Office of the Internal Auditor of the UNIVERSITY, which shall verify the authenticity thereof.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

2.0. SCOPE OF WORK

2.1. The CONTRACTOR shall perform the following:

2.1.1. DAILY OPERATIONS / SERVICES

- a. Sweeping, mopping, polishing, spot scrubbing, and polishing of all floors, lobbies, hallways, elevators, stairs, railings, etc. Areas of heavy traffic such as the main lobby, comfort rooms, entrance, driveways, walkways, and waiting area shall be serviced continuously during hours of public use to guarantee cleanliness throughout the day;
- b. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting agents to be used on wash basins, urinals and toilet bowls;
- c. Cleaning and dusting of horizontal and vertical surfaces;
- d. Cleaning and dusting of all glass tops, inside windows, window ledges, air vents, and partitions which require daily attention;
- e. Cleaning of furnitures, fixtures, and counters, panels and sills;
- f. Disposal of trash from the confines of the building to the receptacle provided for this purpose;
- g. Switching of all lightings when not in use, and checking/closing of all windows and door after office hours.

2.1.2 WEEKLY OPERATIONS / SERVICES

- a. Throughout washing with soap and water, waxing and polishing of floors, stairways and elevators;
- b. Washing and scrubbing of walkways and stairways;
- c. Thorough cleaning of glass walls by means of glass cleaner;
- d. Thorough cleaning and disinfecting of all comfort rooms;
- e. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguisher;
- f. Exposure of indoor plants to outdoor air but not to direct sunlight; and
- g. Cleaning and vacuuming of all sofas, chairs and draperies.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

2.1.3 MONTHLY OPERATIONS / SERVICES

a. General cleaning and sanitation of all vertical, horizontal, and overhanging areas; and

b. Deodorizing of all offices and conference rooms.

2.2. The CONTRACTOR shall also perform the following miscellaneous services:

2.2.1. Handling of office furniture and equipment within the premises of the UNIVERSITY;

2.2.2. Giving reports on repairs needed such as leaking faucets, busted lights, etc.;

2.2.3. Performing, within their areas of responsibility, other related services such as, but not limited to, clearing or cleaning of debris or fallen trees after storms;

2.2.4. Performing such other services that maybe required within the offices, and rendering extra hour services during special occasions of the UNIVERSITY; and

2.2.5. Making available multi-skilled personnel such as, but not limited to, carpenters, masons, and plumbers, upon request of the UNIVERSITY.

3.0. WORK SCHEDULE AND DEPLOYMENT OF JANITORS

3.1. Janitorial operations shall be undertaken by the CONTRACTOR in six (6) working days per week in two (2) shifts (6:00 a.m. to 3:00 p.m. and 1:00 p.m. to 10:00 p.m., with a one (1) hour break), from Monday to Saturday with each janitor entitled to one (1) rest day on any day thereat. Heads of units of the UNIVERSITY shall determine the appropriate eight (8) hour period and the areas of responsibility for each janitor assigned within their respective units.

3.2. The CONTRACTOR shall deploy or assign a certain number of its janitors to clean and maintain the school building, offices, classrooms and other facilities of the UNIVERSITY, as follows:

3.2.1. Manila Campuses and NDC Compound	150
3.2.1.1. Mabini Campus	
3.2.1.2. Marcelo H. Del Pilar Campus	
3.2.1.3. NDC Compound	
3.2.1.4. PUP Quezon City Campus	
3.2.2. PUP Batangas Campus	2
TOTAL	152

3.3. The CONTRACTOR shall maintain, from among its janitors, a strike force of at least ten (10) janitors who can be relied upon to perform specific duties and functions, whenever their services are urgently needed.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA V. GASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

These janitors may be assigned by the CONTRACTOR to work on Sundays and other legal holidays provided they are given a corresponding rest day on any working day, at no cost to the UNIVERSITY.

3.4. Noon break and coffee break shall be on staggered basis to ensure that there is always one (1) janitor on duty and available in the building to be serviced.

4.0. NUMBER AND QUALIFICATION OF JANITORS

4.1. The CONTRACTOR shall provide One Hundred Fifty Two (152) janitors, including the number of supervisors, who shall perform the janitorial services in the UNIVERSITY's buildings, subject to the terms and conditions stipulated herein; *Provided, that* in the event of urgent need of additional janitors, a supplemental contract, written and signed by both Parties, shall thereafter be executed upon mutual consent, and depending on the availability of funds.

4.2. The janitors and supervisors to be assigned by the CONTRACTOR to the UNIVERSITY shall possess the following qualifications:

4.2.1. For Supervisors:

- a. At least a high school graduate;
- b. At least with two (2) years experience in janitorial operations;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital; and
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance.

4.2.2. For Janitors:

- a. At least a high school graduate;
- b. At least 18 years of age;
- c. Physically and mentally fit to render janitorial services as certified by a physician from a government hospital;
- d. Have no derogatory record and/or criminal records as certified by an NBI Clearance; and
- e. At least with six (6) months experience in janitorial operations.

5.0. SALARIES AND OTHER FRINGE BENEFITS OF JANITORS

5.1. The CONTRACTOR, as the direct employer under the law, has substantial capital or investment and has the adequacy of the compensation that it demands for contractual services. Thus, the contract rate as embodied in paragraph 9 hereof is considered to include all and any benefits accruing to the CONTRACTOR's employees as of the effectivity of this Contract.

5.2. The CONTRACTOR shall pay the monthly salaries and other fringe benefits for each of the janitors in accordance with the Labor Code of the Philippines and other pertinent laws, decrees, letters of instruction and existing orders governing employment.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
SAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

6.0. SUPERVISION AND ADMINISTRATION

6.1. There shall be no employer-employee relationship between the UNIVERSITY and the CONTRACTOR. It is expressly understood and agreed that the janitors under this Contract shall remain the exclusive and direct employees of the CONTRACTOR. As such, the Contractor hereby warrants faithful compliance with all laws, rules and regulations pertaining to their employment, or which may hereafter be enacted, including but not limited to, the minimum wage, social security and employees compensation requirements.

6.2. The CONTRACTOR further warrants that the UNIVERSITY shall in no case be held answerable, accountable or responsible for any accident or injury of any kind which may be suffered by any janitor, or death arising out or in the course of the performance of the duties of the janitor concerned, *Provided, further, that in the event of liability, the CONTRACTOR shall reimburse forthwith the UNIVERSITY for whatever amount it may have expended by reason thereof; Provided, finally, that in the event of a judgment by any decision or order of the court, or from any quasi-judicial body to pay the employee of the CONTRACTOR, the latter shall reimburse the UNIVERSITY of whatever amount it may have paid or expended by reason thereof.*

6.3. The UNIVERSITY shall have the right to select, change or refuse any janitor assigned by the CONTRACTOR at any time whenever found to be undesirable or a liability to the UNIVERSITY in accordance with its judgment.

6.4. Without prejudice to subparagraph 6.3, the CONTRACTOR, as employer, shall retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine who shall be assigned to the UNIVERSITY, without any interference whatsoever from the latter.

6.5. The CONTRACTOR likewise agrees to perform its obligations under this Contract in coordination with the Office of the Campus Director where they are officially deployed.

6.6. The CONTRACTOR shall require all its employees to use the Bundy clock in recording their time IN/OUT in the time cards to be provided by the UNIVERSITY.

7.0. OTHER WARRANTIES

7.1. It is the exclusive obligation of the CONTRACTOR to pay the salaries or wages of its janitors, including claims and other compensation benefits under the law, inclusive of such days declared as holidays or non-working days by appropriate authority. It is acknowledged herein that the janitors are not employees of the UNIVERSITY but that of the CONTRACTOR.

7.2. The CONTRACTOR warrants that it will implement a graduate pay scale to its janitors, wherein supervisors are paid more than ordinary janitors.

CONTRACT FOR JANITORIAL SERVICES
PUP / Sparrow Integrated Services, Inc.

7.3. Furthermore, in case of skilled workers, the corresponding minimum wage shall be observed.

7.4. The CONTRACTOR shall, jointly and severally with its janitors, be liable to the UNIVERSITY, its employees or to any third party for any injury or damage suffered by them, of for any damage to or loss of property, due to tortuous or criminal acts(s) committed by its janitors.

7.5. The CONTRACTOR hereby expressly agrees to absolve the UNIVERSITY from any and all liabilities arising from any present or future labor case involving any of its janitors in the performance of their functions pursuant to this Contract, as the same shall be assumed solely and exclusively by the CONTRACTOR.

7.6. The CONTRACTOR hereby undertakes that is has the financial capacity to pay or advance the payment of salaries, wages and other compensation benefits due the janitor during the effectivity of this Contract. Failure on the part of the CONTRACTOR to pay the salaries, wages and other compensation benefits of the janitors shall be deemed a breach of this Contract and the UNIVERSITY shall be entitled to cancel, revoke and/or rescind the same without prejudice to the other actions, sanctions or remedies available to the UNIVERSITY under the law or this Contract. For this purpose, delay in the payment of at least twenty five (25%) of the janitors assigned to the UNIVERSITY for a period of at least twenty four hours (24hrs) from the date the salary or the benefits is due shall be sufficient ground for the termination of this Contract.

7.7. The CONTRACTOR shall pay the salaries of the janitors by ATM payroll accounts with banks that have branches or ATM machines within, or at least near the premises of, the PUP Campuses to which theses janitors are assigned. The minimum maintaining balance for ATM accounts must be put up by the CONTRACTOR, and not the janitors. Individual Pay Slips shall be issued by the CONTRACTOR to each janitor showing therein the total wages earned by the janitor for the payment period covered, the amount of, and reason for each, legally mandated deduction and the amount actually received by the janitor.

7.8. The CONTRACTOR undertakes to remove/replace any janitor from his/her assignment within twenty four (24hrs) hours from receipt of the written notice from the UNIVERSITY if the latter finds it to be in the best interest of the service. Any janitor requested to be removed/replaced by the UNIVERSITY shall no longer be assigned/deployed by the CONTRACTOR in the UNIVERSITY during the effectivity of this Contract.

7.9. The CONTRACTOR hereby recognizes the right of the UNIVERSITY to dialogue or meet with the janitors.

7.10. The UNIVERSITY hereby prohibits rallies of janitors. The CONTRACTOR shall be fined Two Thousand Pesos (Php2000.00) per day for each rally that takes place within the UNIVERSITY premises.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

8.0.

OBLIGATIONS OF THE UNIVERSITY

8.1. All electricity and water necessary for the performance of the services to be rendered herein shall be made available by the UNIVERSITY at no extra cost to the CONTRACTOR.

8.2. The UNIVERSITY shall also make available to the CONTRACTOR designated areas/spaces for use of the latter's personnel, for purpose of administration, supervision and storage of equipment, materials and supplies, at no extra cost to the CONTRACTOR.

9.0.

CONTRACT RATE AND TERMS OF PAYMENT

9.1. The CONTRACTOR shall charge the UNIVERSITY the monthly rate per eight (8) hours of work a day for One Hundred Forty Four (144) janitors and eight (8) supervisors for a total of **Seven Million Three Hundred Fourteen Thousand Two Hundred Seventy Three Pesos and Forty-Seven Centavos (Php7,314,273.47)** for three and a half months, from September 16, to December 31, 2012.

9.2. The above-mentioned contract price of **Two Million Eighty Nine Thousand Seven Hundred Ninety Two Pesos and Forty Two Centavos (Php 2,089,792.42)** per month shall be payable in two (2) equal installments every 15th and end of each month, subject to government accounting and auditing rules and regulations; *Provided, that* all taxes, fees and charges due to the government shall be borne by the CONTRACTOR; *Provided further, that* should the UNIVERSITY desire to increase the number of janitors in excess of that stipulated herein, the rate per janitor per month shall be the same as that provided herein, and in case it decides to reduce the number of janitors as specified herein, the corresponding rate therefore shall be deducted. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price shall be increased accordingly by the amount not exceeding the additional wages and benefits required by law. The same shall be implemented only if and when funds allocated and appropriate for that purpose are available.

9.3. The CONTRACTOR shall pay the salaries and allowances of the janitors on or before the 10th and on or before the 25th of each month during the term of this Contract.

9.4. The CONTRACTOR shall rotate or re-assign the services of the janitors during the special UNIVERSITY activities upon request of the latter, without additional compensation.

9.5. The CONTRACTOR shall bill the UNIVERSITY every 5th and 22nd day of each month and payment thereof shall be made not later than seven (7) days upon receipt of such bill.

10.0. **CERTIFICATIONS TO BE SUBMITTED BY THE CONTRACTOR**

10.1. As a pre-condition for any payment to the CONTRACTOR, the latter shall submit to the Office of the Vice President for Administration (OVPA) of the UNIVERSITY, on a monthly basis, proof that the CONTRACTOR has duly paid for Social Security, Philippine Health Insurance and State Insurance Contributions, and other mandated benefits of its janitors assigned to the

UNIVERSITY. Specifically, the CONTRACTOR shall submit a Contributions Payment Return (Form R5) and Contribution Collection List (Form R3) on a monthly basis, and clearance on a quarterly basis, from the Social Security System as proof that the appropriate amount corresponding to the required employers and employees contribution have been duly remitted, and that the same are individually credited to the concerned employees of the CONTRACTOR. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that all mandatory payments required by government agencies such as Social Security System, the Bureau of Internal Revenue, PAG-IBIG, PHILHEALTH, and the like, have been remitted.

10.2. The CONTRACTOR shall also submit a certification duly subscribed and sworn to by its President, or its duly authorized officer for this purpose, that each janitor has duly received from the CONTRACTOR their wages and other compensation benefits due them as provided by law, inclusive of such days declared as holidays or no working days by appropriate authority. The payroll of the janitors, with their signatures indicating the amount that they received for the period corresponding to the month covered by the payment, must also be attached to said certification. The Bank Remittance for said payroll must be submitted to the UNIVERSITY.

10.3. The CONTRACTOR shall likewise submit a certification duly issued by the Office of the Internal Auditor of the UNIVERSITY that the monthly report, as provided in paragraph 1, relative to the quantity and amount of supplies utilized in its janitorial services is genuine and authentic.

10.4. Failure of the CONTRACTOR to submit the foregoing documentary requirements earlier than five (5) days prior to the date of payment by the UNIVERSITY shall be a violation of this Contract, and the UNIVERSITY shall have the right to unilaterally rescind, resolve or terminate this Contract and/or withhold payment to the CONTRACTOR pending its compliance.

10.5. If any of the certifications are found to be falsified, or contain forged signatures or fictitious names of janitors, the same shall likewise be considered a serious breach of this Contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to other actions, sanctions or remedies available to the UNIVERSITY under the law and this contract.

11.0. PERFORMANCE BOND

The CONTRACTOR shall provide the UNIVERSITY with a performance bond in the form of a Surety Bond in the amount of **Two Million One Hundred Ninety Four Thousand Two Hundred Eighty-Two Pesos and Forty One Centavos (Php 2,194,282.041)** in Philippine currency, representing thirty (30%) percent of the total contract amount in order to secure and guarantee the faithful compliance of the stipulations contained herein. This Performance Bond shall be forfeited in favor of the UNIVERSITY in case of breach by the CONTRACTOR in any of the obligations under this Contract, without prejudice to whatever action or remedy the UNIVERSITY may take under the law and this Contract.

12.0. THE CONTRACT DOCUMENT

12.1. The CONTRACTOR shall strictly comply and completely accomplish its obligations in this Contract, including its annexes.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

12.2. The following documents shall likewise form an integral part of the contract documents hereof:

- 12.2.1. Advertisement and/or Invitation to Bid (**ANNEX "B"**);
- 12.2.2. Bidding Documents of Winning Bidder (**ANNEX "C"**);
- 12.2.3. Abstract of Bids (**ANNEX "D"**);
- 12.2.4. BAC Bid Evaluation Report (**ANNEX "E"**);
- 12.2.5. BAC Resolution (**ANNEX "F"**);
- 12.2.6. Notice of Award (**ANNEX "G"**); and
- 12.2.7. CONTRACTOR's Performance Bond (**ANNEX "H"**).

13.0. MONTHLY EVALUATION

13.1. The UNIVERSITY, through the OVPA, shall evaluate each month the janitorial services actually rendered by the CONTRACTOR in order to determine whether the same actually fulfill the terms and conditions of this Contract. The OVPA shall make such evaluation on the basis of, among others, report from the head of units where they are assigned, which shall include, but not limited to, the following matters:

13.1.1 Actual deployment by the CONTRACTOR of janitors and performance of their functions and responsibilities, as well as actual delivery of supplies;

13.1.2 Problems encountered and solutions recommended; and

13.1.3 CONTRACTOR's compliance with the provision of this Contract.

13.2. The OVPA shall evaluate all monthly reports from unit heads and rate the over-all performance of the CONTRACTOR, as "Excellent", "Very Satisfactory", "Satisfactory", "Fair", or "Poor".

13.3. The CONTRACTOR shall be solely and exclusively responsible for the performance and discipline of its janitors and other personnel assigned at the UNIVERSITY under this Contract. The CONTRACTOR hereby acknowledges that any failure on its part to exercise its responsibility for the performance and conduct of such janitors and other personnel affects the quality of janitorial services provided to the UNIVERSITY. Such failure is deemed to exist when any janitor or other personnel assigned under this Contract commits or exhibits any of the following acts or conduct:

- a. Disrespect to superior officers;
- b. Absence without notifying CONTRACTOR and superior officers;
- c. Offensive, immoral or vulgar language;
- d. Lousy uniform, or no uniform while on duty;
- e. Dozing while on duty;
- f. Reading correspondence, or any magazine while on duty;
- g. Late for duty;
- h. Mustache and beard unshaved;
- i. Long hair (for male);
- j. Playing with any property of the UNIVERSITY;
- k. Without shoes while on duty;

CONTRACT FOR JANITORIAL SERVICES
PUP / Sparrow Integrated Services, Inc.

- l. Not keeping janitorial equipment in proper place;
- m. Drawing salary during duty;
- n. Non adherence to special instructions by his/her supervisor, or by the UNIVERSITY;
- o. Sleeping while on duty;
- p. Gambling while on duty;
- q. Bringing women of ill-repute to the premises of the UNIVERSITY;
- r. Dirty area assigned for cleaning;
- s. Drinking liquor, or drunk while on duty;
- t. Quarreling or fighting;
- u. Dishonesty; and
- v. Abandoning of post.

13.4. To ensure the delivery of quality services, the CONTRACTOR shall be liable to the UNIVERSITY, as and by way of liquidated damages in the amount of Five Thousand Pesos (Php5, 000.00) for each erring janitor.

13.5. For said purpose, the heads of units, or any office or unit or body authorized by the UNIVERSITY, shall report in writing to the UNIVERSITY, through the OVPA, any commission or exhibition by any janitor or personnel of the CONTRACTOR of any of the above-mentioned act or conduct. Copies of such report shall be provided to the UNIVERSITY Chief Legal Counsel Office, the CONTRACTOR, and the erring janitor. Within five (5) working days from its receipt of the report, the Vice President for Administration shall evaluate the same and issue a written notice to the CONTRACTOR to pay the amount of liquidated damages. The determination by the Vice President for Administration shall be final and the CONTRACTOR shall pay the amount of liquidated damages within (10) days from the receipt of the notice; *Provided however, that if the CONTRACTOR fails to pay the amount of liquidated damages within ten (10) days, the UNIVERSITY has the option to deduct to the CONTRACTOR, or from the Performance Bond. The payment of liquidated damaged provided for under this subparagraph shall not prevent the UNIVERSITY from other remedies or legal action available under the law or this Contract.*

14.0. PRE-TERMINATION OF CONTRACT

14.1. Violation of any of the provisions of this Contract shall be a ground for its pre-termination by service of a written notice to the CONTRACTOR fifteen (15) calendar days before the intended date of pre-termination, without prejudice to the filing by the UNIVERSITY of the appropriate court action, or availing of other remedies available under the law or this Contract. Nevertheless, the provision of paragraphs 10, 11 and 16 of this Contract shall remain in force and effect and shall outlive the pre-termination of this Contract.

14.2. This Contract may also be pre-terminated by the UNIVERSITY if the CONTRACTOR twice receives an over-all rating of "Fair" or "Poor" pursuant to paragraph 13 hereof during the contract period.

14.3. In case of pre-termination, the CONTRACTOR undertakes to cooperate with the UNIVERSITY in matters regarding accounting of the CONTRACTOR's financial obligation, whether to its janitor or to third persons.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA LEGASPI
VP for Finance

ATTY. ESTELITA WI-DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

15.0. EFFECTIVITY OF CONTRACT

15.1. This Contract shall commence on 16 September 2012 and shall end on 31 December 2012; *Provided, that* the services of the CONTRACTOR may be extended until such time that a new Contract shall have been executed and signed to whomsoever may be the awardee for the janitorial services of the UNIVERSITY for the ensuing Calendar Year after the expiration of this Contract, as determined by the Bids and Awards Committee and approved by the President, and such other requirements as provided under R.A. 9189 (*Procurement Law*); and *Provided, finally, that* the UNIVERSITY may cancel or terminate this Contract, at any time upon violation any of the terms and conditions hereof.

15.2. Nevertheless, the provision of paragraphs 10, 11 and 16 of this Contract shall remain in force and effect and shall outlive the termination of this Contract, until all the obligations of the CONTRACTOR whether to the UNIVERSITY, the janitors or to the third persons, shall have been discharged.

16.0. DESIGNATION OF THE UNIVERSITY AS ATTORNEY-IN-FACT OF CONTRACTOR

16.1. The CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy its liabilities under this Contract.

16.2. Where the CONTRACTOR incurs obligations to its janitor such as unpaid wages, premiums or differentials, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the janitors and to pay the same to the said janitors.

16.3. Where the CONTRACTOR incurs obligations to government agencies such as the SSS, PAG-IBIG, ECSIF and PHILHEALTH, the CONTRACTOR hereby constitutes the UNIVERSITY, through its Office of the UNIVERSITY Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the CONTRACTOR a sufficient amount to satisfy the CONTRACTOR's obligations to the government agencies and to pay the same to the said government agencies.

16.4. The CONTRACTOR hereby commits to vacate and to turn over the premises upon termination or pre-termination of this Contract to the incoming janitorial agency that the UNIVERSITY will choose, pursuant to government auditing and accounting rules and regulations, or to the UNIVERSITY if no such incoming janitorial agency has been chosen yet. The CONTRACTOR hereby constitutes the UNIVERSITY as its Attorney-in-Fact for the purpose of taking over the possession of the premises and to remove, take out or otherwise cause to be transferred to any suitable storage spaces outside the said premises, with cost to the CONTRACTOR, the personnel, equipment, facilities, fixtures and other movable properties belonging to the CONTRACTOR. In addition, the sum of One Thousand Pesos (PhP1000.00) shall be deducted from any amount due or outstanding to the CONTRACTOR for each day beyond 15 February 2013 that it continues to unlawfully withhold the premises or otherwise causes delay in

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Service, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President

voluntarily removing said personnel, equipment, facilities, fixtures, and other movable properties from the premises of the UNIVERSITY

17.0. DISPUTE RESOLUTION AND JUDICIAL RELIEF

17.1. The laws of the Republic of the Philippines shall govern the interpretation of this Contract.

17.2. In the event of a dispute under this contract, both the UNIVERSITY and the CONTRACTOR agree to work together to find a prompt and mutually acceptable solution. In case of failure by the Parties to reach an amicable settlement solution such dispute shall be settled through a Board of Arbitrators in accordance with Procedures of Arbitration Law of the Philippines.

17.3. In case of breach or non-compliance by the CONTRACTOR of any of the terms and conditions of this Contract, or in case the UNIVERSITY is impleaded in any litigation or brought by any janitors of the CONTRACTOR, or by any third party as a consequence of the acts, omissions, negligence of the CONTRACTOR or its janitors and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial relief forum, the CONTRACTOR, by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (P10,000.00) without prejudice to such other damages provided herein and under the law.

17.4. The actions, remedies or rights of the UNIVERSITY arising from any violation of breach by the CONTRACTOR may be availed of by the UNIVERSITY alternative or cumulatively at its sole discretion.

17.5. The parties hereby agree that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be exclusively and restrictively vested in the proper court of the City of Manila.

18.0. WAIVER

The failure of the UNIVERSITY to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed as relinquishment or waiver of any right or remedy that the UNIVERSITY has a previous violation by the CONTRACTOR of this Contract.

19.0. SEVERABILITY

If any of the provision of this Contract shall be null and void or illegal, the validity of provisions of the Contract shall not be affected thereby.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President


IN WITNESS WHEREOF, the parties have hereunto set their hands in the
City of Manila, Philippines, this ____ day of September, 2012.

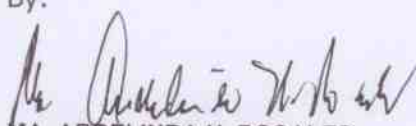
**Polytechnic University
of the Philippines**

**Sparrow Integrated
Services, Inc.**


By:

By:

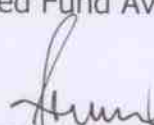

DR. EMMANUEL C. DE GUZMAN
President


MA. ARDELINDA U. ROSALES
President

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

Certified Fund Available:


MS. HELEN R. ALCANTARA
Accounting Department Director

ACKNOWLEDGEMENT

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

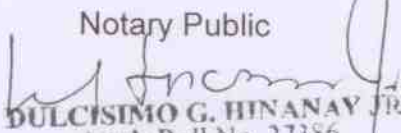
BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	_____	_____
MS. MA. ARDELINDA U. ROSALES	_____	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement of their own free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of fifteen (15) pages including this page wherein the Acknowledgment is written and has been signed by the Parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this SEP 03 2012 day of _____ 2012 at Manila, Philippines.

Notary Public

DULCISIMO G. HINANAY JR.
Atty's Roll No. 27386
Notary Public
Until December 31, 2012
PTR No. 6031018, Jan. 2, 2012
IBP No. 823336, Jan. 2, 2012
TIN No. 125-852-859
Commission No. 012 (2011-2012)
MCLE Compliance No. E11-0019792
January 12, 2011

Doc. No. 21;
Page No. 05;
Book No. 18;
Series of 2012.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA U. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MA. ARDELINDA U. ROSALES
Sparrow Integrated Services, Inc. President

DR. EMANUEL C. DE GUZMAN
PUP President



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila

NOTICE TO PROCEED

September 07, 2012

MS. MA. ARDELINDA U. ROSALES
President
Sparrow Integrated Services, Inc. (SPINSER)
#10 Bacnotan Street, New Haven Village,
Novaliches, Quezon City

Dear Ms. Rosales:

You are hereby notified to proceed with the work involved on a **Three and a half (3 ½) months** Contract for Janitorial Services for CY 2012, **effective September 16, 2012**. The work includes a) deployment of janitors in accordance with the required assignments and b) delivery of the necessary supplies, materials, and equipment to be used for cleaning and maintenance of PUP buildings.

Upon receipt of this Notice, you are responsible to perform the required janitorial services under the terms and conditions set forth under the Contract Agreement.

Thank you very much.

Very truly yours,

DR. EMANUEL C. DE GUZMAN
President

Conformed:

MS. MA. ARDELINDA U. ROSALES
President
Date: Sept 11, 2012



NOTICE TO PROCEED

September 07, 2012

MS. MA. ARDELINDA U. ROSALES

President

Sparrow Integrated Services, Inc. (SPINSER)

#10 Bacnotan Street, New Haven Village,
Novaliches, Quezon City

Dear Ms. Rosales:

You are hereby notified to proceed with the work involved on a **Three and a half (3 ½) months** Contract for Janitorial Services for CY 2012, **effective September 16, 2012**. The work includes a) deployment of janitors in accordance with the required assignments and b) delivery of the necessary supplies, materials, and equipment to be used for cleaning and maintenance of PUP buildings.

Upon receipt of this Notice, you are responsible to perform the required janitorial services under the terms and conditions set forth under the Contract Agreement.

Thank you very much.

Very truly yours,

DR. EMANUEL C. DE GUZMAN

President

Conformed:

MS. MA. ARDELINDA U. ROSALES

President

Date: Sept 11, 2012



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Sta. Mesa, Manila
(02) 716-7832 to 35 loc. 200

NOTICE OF AWARD

October 10, 2012

MR. ANTONIO CRUZ

President

ITP Construction

10 Dao St.; Project 3, Quezon City

Dear Mr. Cruz:

We are happy to notify you that the contract "*Repair/Rehabilitation of PUP Main Academic Building, Sta. Mesa, Manila*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to Php 43,898,803.23

You are therefore required, within (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN

President

Conformed:


MR. ANTONIO C. CRUZ

President

Date: _____

**CONTRACT FOR THE
REPAIR/REHABILITATION OF PUP MAIN ACADEMIC
BUILDING, STA. MESA, MANILA**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this OCT 17 2012 day of October 2012, by and between:

THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state chartered University with principal office in Sta. Mesa, Manila, herein duly represented by its President, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the "UNIVERSITY";

- and -

ITP CONSTRUCTION, INC., a corporation duly organized and existing under Philippine laws, represented by its President, **MR. ANTONIO C. CRUZ**, with principal office at # 10 Dao St., Project 3, Quezon City hereinafter referred to as the "CONTRACTOR".

WITNESSETH:


WHEREAS, a public bidding was conducted for the project "Repair/Rehabilitation of PUP Main Academic Building, Sta. Mesa, Manila", pursuant to the provisions of R.A. 9184;

WHEREAS, the proposed "Repair/Rehabilitation of PUP Main Academic Building," of the UNIVERSITY has a capital outlay in the amount of **FORTY FOUR MILLION THREE HUNDRED SIXTY THREE THOUSAND THREE HUNDRED FOUR PESOS & FIFTY TWO CENTAVOS (Php 44,363,304.52)** specifically earmarked for the Contract from Fund 164;

WHEREAS, in the bidding conducted thereon, the CONTRACTOR emerged as the winning bidder who is willing and desirous to undertake the construction of the abovementioned project in accordance with the approved scope and program of work which are made an integral part of the contract;


WHEREAS, a Notice of Award dated October 10, 2012 was issued to the CONTRACTOR and which was received on October 19, 2012;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto hereby agree on the following terms and conditions:


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. ANTONIO C. CRUZ
President, ITP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

ARTICLE I SCOPE OF WORK

1.1 The CONTRACTOR, in consideration of the payment of a sum of money to be made by the UNIVERSITY, shall perform and accomplish the Contract "Repair/Rehabilitation of PUP Main Academic Building, Sta. Mesa, Manila" in accordance with and as directed by the pertinent work specifications and other related documents herein attached as Annexes "A" to "H", hereinafter referred to as Contract Documents.

1.2 The CONTRACTOR shall furnish all the necessary labor, equipment, materials and other construction requirements needed in the performance and accomplishment of the aforesaid Project in accordance with and as directed by the Contract Documents.

ARTICLE II THE CONTRACT DOCUMENTS

The Contractor shall accomplish the contract to its completion in strict compliance with its proposals and pursuant to all contract documents.

Any document pertaining to the contract, which may hereafter be executed between the parties shall likewise form an integral part of the contract documents hereof the following:


- 2.1 Advertisement and/or Invitation to Bid (Annex "A");
- 2.2 Bidding Documents of Winning Bidder (Annex "B");
- 2.3 Abstract of Bids (Annex "C");
- 2.4 BAC BID Evaluation Report (Annex "D");
- 2.5 BAC Resolution (Annex "E");
- 2.6 Notice of Award (Annex "F")
- 2.7 Contractor's Performance Security (Annex "G");
- 2.8 Certificate of Availability of Funds (Annex "H");

ARTICLE III CONTRACT PRICE

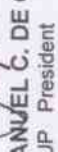
3.1 For and in consideration of the performance and accomplishment of the Project which the CONTRACTOR has agreed to perform and accomplish, the UNIVERSITY shall pay the CONTRACTOR the total amount of **Forty Three Million Eight Hundred Ninety Eight Thousand Eight Hundred Three Pesos and Twenty Three Centavos** in Philippine Currency (**Php 43,898,803.23**), to be paid in the manner hereinafter set forth. Included in the said contract price are provisions for the payment of applicable taxes, licenses and other legal fees; provided, that should there be any exemption from


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. ANTONIO C. CRUZ
President, ITP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. CASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MR. ANTONIO C. CRUZ
President, ITP Construction Inc.

DR. EMANUEL C. DE GUZMAN
PUP President

the payment of any of these taxes, licenses, and other fees, such exemption shall be credited to the UNIVERSITY;

3.2 The CONTRACTOR shall be entitled to an escalation in the contract price should there be an increase in the cost of labor and materials at any time during the construction period brought about by unforeseen inflation or act/s of the government, subject to the availability of funds. Such an adjustment in contract price shall be in accordance with the approved Guidelines for Computation in Payment of Price Escalation on Infrastructure Contracts pursuant to R.A. 9184;

Any increase in price shall be effected only upon agreement of both parties, which must be in writing.

ARTICLE IV TIME OF COMPLETION

4.1 The CONTRACTOR shall perform and complete to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE the work subject of this Contract within two hundred forty (240) calendar days reckoned from the effectivity date specified in the Notice to Proceed.

4.2 Time being of the essence of this Contract, the completion period herein stipulated may be extended only for any of the following causes not attributable to the fault of the CONTRACTOR, namely: typhoons, fires, earthquakes, other forms of force majeure, valid work stoppage or suspension, orders of competent authority, civil disorder, and such other similar or analogous causes, or when the extension of contract time is due to causes beyond the control of the UNIVERSITY.

ARTICLE V LIQUIDATED DAMAGES

5.1 Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the contract time, it is thereby deemed in default under the Contract without any further demand or notice by the UNIVERSITY; hence, the CONTRACTOR shall pay the UNIVERSITY, liquidated damages, not by way of penalty, an amount determined in accordance with the following formula for each calendar day of delay, until the work is completed and accepted or taken over by the UNIVERSITY.

$$TLD = VUUP \times [(1+OCC)^{n-1}] \times K$$

$$VUUP = TCP - VCUP$$

WHERE:

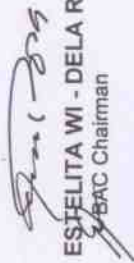
TLD = Total Liquidated Damages, in pesos

VUUP = value of the uncompleted and unusable portions of the contract work, as of the expiry date of the contract, in pesos

TCP = Total Contract Price, in pesos


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. DE CASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. ANTONIO C. CRUZ
President, ITP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

VCUP = value of the completed and usable portion of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total number of years that the contract work is delayed after the expiry date of the contract

K = adjustment factor to cover additional losses
 $= 1 + C + (I \times n)$

WHERE:

C = cost of construction supervision as a percentage, not exceeding 10%, of construction cost

i = annual inflation rate as defined by NEDA

**ARTICLE VI
PERFORMANCE BOND**

6.1 The CONTRACTOR shall furnish the UNIVERSITY with a performance bond in the form of a GSIS Surety Bond or by surety or insurance companies duly accredited by the Office of the Insurance Commission acceptable to the UNIVERSITY in the amount of **Thirteen Million One Sixty Nine Thousand Six Hundred Forty Pesos and Ninety Seven Centavos** in Philippine Currency (**Php 13,169,640.97**), representing **30%** of the contract amount, conditioned upon the faithful performance of this Contract and to answer for such obligations arising out of or in connection herewith. No performance bond shall be accepted by the University unless and until the contractor submits Certifications coming from the Supreme Court and the Insurance Company certifying the accreditation of such bonding/insurance company by the Supreme Court and the Insurance Commission.


6.2 The Performance Bond shall be co-terminus with the date of FINAL ACCEPTANCE of the project by the UNIVERSITY; provided, that in case the Project cannot be completed within the prescribed period to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE on the same date as called for under ARTICLE 4.1 of this Contract, the CONTRACTOR shall post a substitute PERFORMANCE BOND in the same form prescribed herein, or effect an extension of the original Performance Bond to cover the period of extension until the FINAL ACCEPTANCE of the Project is made; provided further, that the CONTRACTOR undertakes to effect the posting of the PERFORMANCE BOND required under this Paragraph immediately upon determination by the UNIVERSITY of the inability of the CONTRACTOR to complete the Project for FINAL ACCEPTANCE; provided, finally, that such determination shall be made by the UNIVERSITY within the seven (7) working days immediately preceding the expiration date of the Performance Bond.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA LEGASPI
VP for Finance


ATTY. ESTELITA WI-DELA ROSA
ABAC Chairman


MR. ANTONIO C. CRUZ
President, ITP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

6.3 Until the CONTRACTOR shall have complied with the undertaking under the immediately preceding paragraph, the UNIVERSITY shall have the right to withhold any and all payments due the CONTRACTOR.

ARTICLE VII PAYMENTS

7.1 The UNIVERSITY, upon a written request of the CONTRACTOR, shall make an advanced payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price, to be made in lump sum or at the most two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents. The advanced payment shall be made only upon the submission to and acceptance by the UNIVERSITY of an Irrevocable Standby letter of credit of equivalent value from a commercial bank for a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commission and confirmed by the implementing agency. The advanced payment shall be repaid by the CONTRACTOR by deducting 20% from his periodic progress payments, with the first repayment to be made when the contract value of the work executed and materials delivered shall equal or have exceeded twenty percent (20%) of the contract price and further refunds shall be done thereafter at monthly intervals. The first work accomplishment equivalent to 20% of the contract price shall not be subject to the 20% deduction.

7.2 Progress payments, if any, shall be subject to retention of ten percent (10%) referred to as "retention money". Such retention shall be based on the amount due the CONTRACTOR prior to any deduction and shall be retained from every progress payment. The ten percent (10%) Retention Fee shall be released sixty (60) days after the Final Payment is made.

7.3 The UNIVERSITY shall issue a CERTIFICATE OF FINAL ACCEPTANCE to the CONTRACTOR upon satisfactory completion of the construction of the Project. Before issuance of the CERTIFICATE OF FINAL ACCEPTANCE, the CONTRACTOR shall submit a sworn statement certifying that all taxes due from it, and all obligations for materials used and labor employed in connection with this Contract have been duly paid.

7.4 No payment made hereunder by the UNIVERSITY shall be construed as a waiver of any claim by the UNIVERSITY for any defect in the work completed.

7.5 The CONTRACTOR, by accepting final payment, shall be deemed to have waived all claims against the UNIVERSITY, except those which he has previously made in writing, and which remain unsettled at the time of final acceptance.

ARTICLE VIII GUARANTEE

8.1 The CONTRACTOR warrants that the completion of the works, including any change orders thereto, shall be in accordance with the plans and specifications and the other Contract Documents;

8.2 The CONTRACTOR shall make good any defects in materials and workmanship that may become evident within one (1) year from the date of the Final Acceptance of the work and shall make any and all remedial works required at the sole expense of the CONTRACTOR.

8.3 The CONTRACTOR warrants to comply with all government auditing and accounting rules and regulations relating to government project and payment thereof.

ARTICLE IX WORK CHANGES

9.1 The UNIVERSITY may, at any time, during the progress of the construction period, order a change in the Project being performed provided that, in such cases, any increase or decrease in the CONTRACT PRICE herein above stipulated shall be subject to proportionate adjustments as shall be agreed upon by both parties in writing. In the event, also, that the alterations and changes in work mentioned herein shall affect the contract period, extensions thereof shall also be subject to proportionate adjustment in writing as provided in the foregoing. Such changes in work and extension of time shall be valid and binding only if and when reduced to writing and signed by the Parties.


ARTICLE X SUSPENSION OF WORK

10.1 The CONTRACTOR shall, on the written order of the UNIVERSITY, suspend the work or any part thereof for such times as the UNIVERSITY may consider necessary, such as for the purpose of revising or adjusting plans and/or specifications, and shall during such suspension properly protect and secure the work;


10.2 Time extension shall be granted and/or any extra cost incurred by the CONTRACTOR in complying with instructions of the UNIVERSITY under this Clause shall be paid by the UNIVERSITY unless such suspension is:

- a) otherwise provided for in the Contract, or
- b) necessary for the proper execution of the work, or
- c) caused by any conditions affecting the safety or quality of the work, or
- d) by some default on the part of the CONTRACTOR.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. DE GASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. ANTONIO C. CRUZ
President, JTP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

ARTICLE XI FINAL ACCEPTANCE

11.1 The UNIVERSITY shall issue a Certificate of Final Acceptance to the CONTRACTOR upon satisfactory completion of the project. Minor defects discovered in the final inspection shall be corrected within sixty (60) days from final acceptance; otherwise the guarantee bond shall be forfeited in favor of the UNIVERSITY;

11.2 Before the issuance of the Certificate of Final Acceptance, the CONTRACTOR shall submit a sworn statement that all payrolls, materials, bill and other indebtedness and obligations for the work have been paid to all its employees, including all taxes, import fees and other duties that are or may be due to the government by reason of this Contract.

ARTICLE XII ASSIGNMENT AND SUB-CONTRACT

12.1 The CONTRACTOR shall not assign, transfer, sub-contract or make any other disposition of the Contract or any part or interest therein except with the written approval of the UNIVERSITY.

12.2 In case of sub-contracting, the CONTRACTOR shall submit a sworn statement executed by the sub-contractor attesting to the fact that the latter has been fully paid by the CONTRACTOR for the materials furnished and the labor performed under the sub-contract.

ARTICLE XIII RESPONSIBILITIES OF THE CONTRACTOR

13.1 The CONTRACTOR'S duties in connection with the project are as follows:

a) Responsibility for ALL WORKS:

The CONTRACTOR shall be solely responsible for all work under this Contract pursuant to the pertinent plans and specifications including the techniques, sequences, procedures and means and the coordination of all works.

b) The quality and quantity of the materials and workmanship under this contract shall be strictly in accordance with the generally accepted engineering standards. Workmanship, quality figure, and construction materials that are not specifically and clearly reflected nor described with sufficient provision shall be treated under normal and standard engineering practice in a fair and equitable manner.


c) Compliance with Construction Laws and Regulations:


The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, or orders of all public authorities relating to the performance of the work herein.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. MEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman



MR. ANTONIO C. CRUZ
President / ITP Construction Inc.



DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA LEGASPI
VP for Finance


ATTY. ESTELITA WI-DELA ROSA
P-BAC Chairman


MR. ANTONIO C. CRUZ
President, ITP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President

d) Responsibility for Fault or Negligence of Employees and Sub-Contractor:

The CONTRACTOR shall be liable to its employees and laborers, including third persons for any claim for death or injuries of whatever nature or extent, or damage to property, arising out of the performance of the Contract, and the UNIVERSITY shall in no case be made liable therefore in whatever capacity;

It is understood that insofar as this Contract is concerned, there is no Employer-Employee relationship between the UNIVERSITY and the employees and workers of the CONTRACTOR.

13.2 Indemnity and Free and Harmless Provision:

The CONTRACTOR agrees to indemnify and hold free and harmless the UNIVERSITY, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees and cost of suit or litigation arising out of the performance of the work.

The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.3 Amendment/Supplement

Any amendment/or supplement to the terms and conditions subsequently entered into between the two parties shall be valid and shall form part of this Contract.

Any amendment, however, should be made in writing and signed by both parties.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 In case of dispute or disagreement arising out of, or by reason of, or in connection with any of the terms and conditions of this Agreement, the same shall be submitted to a Board of Arbitration composed of three (3) members. Each party shall nominate one (1) member and the third shall be selected by the two (2) members nominated by the Parties. The decision of the Board of Arbitrators shall be final and binding, subject to the provision of the Construction Industry Arbitration Law, or Executive Order 1008, and such applicable Philippine Laws. The decision of the Arbitration Tribunal shall be valid, binding, final and conclusive upon the parties and from which there will be no appeal, except on questions of law, which shall be appealable to the Supreme Court.

14.2 All laws applicable to the Contract including but not limited to the National Building Code, R.A. 9184, and the Rules and Regulations issued pursuant thereto, are deemed incorporated in this Contract;

14.3 The CONTRACTOR shall pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this document.


IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands on this page and on the left hand margin of each and every page thereof this ~~OCT 17~~ 17 October 2012, in Manila, Philippines.

**Polytechnic University
Of The Philippines**

ITP CONSTRUCTION, INC.

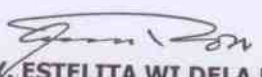
By:

By:


DR. EMANUEL C. DE GUZMAN
President



MR. ANTONIO C. CRUZ
President

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI DELA ROSA
BAC Chairman/VP for Administration


MS. MARISSA J. LEGASPI
VP for Finance

Certified Fund Available:


MS. HELEN R. ALCANTARA
Director, PUP Accounting Department


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~MANILA~~ ^{CITY})S.S.


BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	March 27, 2012/Manila
MR. ANTONIO C. CRUZ		

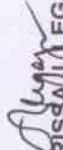
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of ten (10) pages including this page wherein the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this OCT 17 2012 day of, October 2012 at Manila, Philippines.



ATTY. JOEL G. CORDOBA
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 066
COMMISSION EXPIRES DEC. 31, 2012
PTR NO. 6010756, 1/03/2012, Q.C.
IBP NO. 823224 DEC. 2, 2011; Q.C.
ROLL OF ATTORNEY NO. 25103
TIN NO. 122-766-809

Doc. No. 479;
Page No. 91;
Book No. 72;
Series of 2012.


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA W. DELA ROSA
BAC Chairman


MR. ANTONIO C. CRUZ
President, YTP Construction Inc.


DR. EMANUEL C. DE GUZMAN
PUP President



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila
Tel. Nos.: 716-26-44; 716-78-32 to 45 loc. 202

NOTICE TO PROCEED

October 22, 2012


MR. ANTONIO C. CRUZ
President
ITP Construction, Inc.
No. 10 Dao St., Project 3
Quezon City

Dear Mr. Cruz:


Pursuant to the Contract dated October 17, 2012, a Notice to Proceed is hereupon given to immediately commence the "*Repair/Rehabilitation of PUP Main Academic Building, Sta. Mesa, Manila*", within seven (7) days from the receipt hereof.

It is understood that your construction shall be completed within the stipulated period of *One Hundred Twenty (120) calendar days* counted from such commencement.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MR. ANTONIO C. CRUZ
President
Date: _____



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Sta. Mesa, Manila
(02) 716-7832 to 35 loc. 200

NOTICE OF AWARD

October 10, 2012

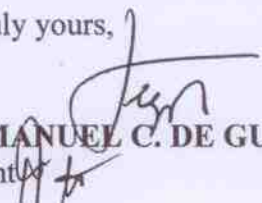
MR. JHOFEL C. VALMOCINA
President & COO
Prismodial Construction Company
No. 4 Republic Avenue, Brgy. Holy Spirit
Quezon City

Dear Mr. Valmocina:

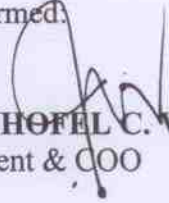
We are happy to notify you that the contract "*Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain PUP A. Mabini, Sta. Mesa, Manila*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to Php 15,503,668.51

You are therefore required, within (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MR. JHOFEL C. VALMOCINA
President & COO
Date: _____

**CONTRACT FOR THE
REPAIR/REHABILITATION OF THE
TRACK OVAL, SWIMMING POOL, TENNIS COURT,
COVERED BLEACHER AND FOUNTAIN**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 20th day of October 2012, by and between:

THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state chartered University with principal office in Sta. Mesa, Manila, herein duly represented by its President, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the "UNIVERSITY";

- and -

PRISMODIAL CONSTRUCTION, COMPANY, a corporation duly organized and existing under Philippine laws, represented by its President and COO, **MR. JOHFEL C. VALMOCINA**, with principal office at No. 4 Republic Avenue, Brgy. Holy Spirit Quezon City hereinafter referred to as the "CONTRACTOR".

WITNESSETH:


WHEREAS, a public bidding was conducted for the project "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP Mabini Campus, Sta. Mesa, Manila", pursuant to the provisions of R.A. 9184;

WHEREAS, the proposed "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP Mabini Campus, Sta. Mesa, Manila" of the UNIVERSITY has a capital outlay in the amount of **Eighteen Million Twenty Six Thousand Eight Hundred Twenty Four Pesos and Thirty Eight Centavos (Php18,026,824.38)** specifically earmarked for the Contract from Fund 164;

WHEREAS, in the bidding conducted thereon, the CONTRACTOR emerged as the winning bidder who is willing and desirous to undertake the construction of the abovementioned project in accordance with the approved scope and program of work which are made an integral part of the contract;

WHEREAS, a Notice of Award dated October 10, 2012 was issued to the CONTRACTOR and which was received on October 23, 2012;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA U. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
PUP BAC Chairman


MR. JOHFEL C. VALMOCINA
President & COO Prismodial Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto hereby agree on the following terms and conditions:

ARTICLE I SCOPE OF WORK

1.1 The CONTRACTOR, in consideration of the payment of a sum of money to be made by the UNIVERSITY, shall perform and accomplish the Contract "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP A. Mabini Campus, Sta. Mesa, Manila" in accordance with and as directed by the pertinent work specifications and other related documents herein attached as Annexes "A" to "H", hereinafter referred to as Contract Documents.

1.2 The CONTRACTOR shall furnish all the necessary labor, equipment, materials and other construction requirements needed in the performance and accomplishment of the aforesaid Project in accordance with and as directed by the Contract Documents.

ARTICLE II THE CONTRACT DOCUMENTS


The Contractor shall accomplish the contract to its completion in strict compliance with its proposals and pursuant to all contract documents.

Any document pertaining to the contract, which may hereafter be executed between the parties shall likewise form an integral part of the contract documents hereof the following:

- 2.1 Advertisement and/or Invitation to Bid (Annex "A");
- 2.2 Bidding Documents of Winning Bidder (Annex "B");
- 2.3 Abstract of Bids (Annex "C");
- 2.4 BAC BID Evaluation Report (Annex "D");
- 2.5 BAC Resolution (Annex "E");
- 2.6 Notice of Award (Annex "F")
- 2.7 Contractor's Performance Security (Annex "G");
- 2.8 Certificate of Availability of Funds (Annex "H");


ARTICLE III CONTRACT PRICE

3.1 For and in consideration of the performance and accomplishment of the Project which the CONTRACTOR has agreed to perform and accomplish, the UNIVERSITY shall pay the CONTRACTOR the total amount of **Fifteen Million Five Hundred Three**


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JOSEPH C. VALMOCINA
President & COO Prismoidal
Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

Thousand Six Hundred Sixty Eight Pesos and Fifty One Centavos in Philippine Currency (**Php 15,503,668.51**), to be paid in the manner hereinafter set forth. Included in the said contract price are provisions for the payment of applicable taxes, licenses and other legal fees; provided, that should there be any exemption from the payment of any of these taxes, licenses, and other fees, such exemption shall be credited to the UNIVERSITY;

3.2 The CONTRACTOR shall be entitled to an escalation in the contract price should there be an increase in the cost of labor and materials at any time during the construction period brought about by unforeseen inflation or act/s of the government, subject to the availability of funds. Such an adjustment in contract price shall be in accordance with the approved Guidelines for Computation in Payment of Price Escalation on Infrastructure Contracts pursuant to R.A. 9184;

Any increase in price shall be effected only upon agreement of both parties, which must be in writing.

ARTICLE IV TIME OF COMPLETION

4.1 The CONTRACTOR shall perform and complete to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE the work subject of this Contract within **one hundred eighty (180)** calendar days reckoned from the effectivity date specified in the Notice to Proceed.

4.2 Time being of the essence of this Contract, the completion period herein stipulated may be extended only for any of the following causes not attributable to the fault of the CONTRACTOR, namely: typhoons, fires, earthquakes, other forms of force majeure, valid work stoppage or suspension, orders of competent authority, civil disorder, and such other similar or analogous causes, or when the extension of contract time is due to causes beyond the control of the UNIVERSITY.

ARTICLE V LIQUIDATED DAMAGES

5.1 Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the contract time, it is thereby deemed in default under the Contract without any further demand or notice by the UNIVERSITY; hence, the CONTRACTOR shall pay the UNIVERSITY, liquidated damages, not by way of penalty, an amount determined in accordance with the following formula for each calendar day of delay, until the work is completed and accepted or taken over by the UNIVERSITY.

$$TLD = VUUP \times [(1+OCC)^{n-1}] \times K$$

$$VUUP = TCP - VCUP$$

WHERE:

TLD = Total Liquidated Damages, in pesos

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
Ge-BAC Chairman

MR. JOFHEL C. VALMOCINA
President & COO Prismoidal
Construction Company

DR. EMANUEL C. DE GUZMAN
PUP President

VUUP = value of the uncompleted and unusable portions of the contract work, as of the expiry date of the contract, in pesos

TCP = Total Contract Price, in pesos

VCUP = value of the completed and usable portion of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total number of years that the contract work is delayed after the expiry date of the contract

K = adjustment factor to cover additional losses
 $= 1 + C + (I \times n)$

WHERE:

C = cost of construction supervision as a percentage, not exceeding 10%, of construction cost

i = annual inflation rate as defined by NEDA

**ARTICLE VI
PERFORMANCE BOND**

6.1 The CONTRACTOR shall furnish the UNIVERSITY with a performance bond in the form of a GSIS Surety Bond or by surety or insurance companies duly accredited by the Office of the Insurance Commission acceptable to the UNIVERSITY in the amount of **Four Million Six Hundred Fifty One Thousand One Hundred Pesos and Fifty Five Centavos** in Philippine Currency (**Php 4,651,100.55**), representing **30%** of the contract amount, conditioned upon the faithful performance of this Contract and to answer for such obligations arising out of or in connection herewith. No performance bond shall be accepted by the University unless and until the contractor submits Certifications coming from the Supreme Court and the Insurance Company certifying the accreditation of such bonding/insurance company by the Supreme Court and the Insurance Commission.

6.2 The Performance Bond shall be co-terminus with the date of FINAL ACCEPTANCE of the project by the UNIVERSITY; provided, that in case the Project cannot be completed within the prescribed period to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE on the same date as called for under ARTICLE 4.1 of this Contract, the CONTRACTOR shall post a substitute PERFORMANCE BOND in the same form prescribed herein, or effect an extension of the original Performance Bond to cover the period of extension until the FINAL ACCEPTANCE of the Project is made;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
CBAC-Chairman

MR. JOFHEL C. VALMOCINA
President & COO Prismoidal
Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTHERITA WI-DELA ROSA
BAC Chairman


MR. JOFHEL C. VALMOCINA
President & COO Prismoal
Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

provided further, that the CONTRACTOR undertakes to effect the posting of the PERFORMANCE BOND required under this Paragraph immediately upon determination by the UNIVERSITY of the inability of the CONTRACTOR to complete the Project for FINAL ACCEPTANCE; provided, finally, that such determination shall be made by the UNIVERSITY within the seven (7) working days immediately preceding the expiration date of the Performance Bond.

6.3 Until the CONTRACTOR shall have complied with the undertaking under the immediately preceding paragraph, the UNIVERSITY shall have the right to withhold any and all payments due the CONTRACTOR.

ARTICLE VII PAYMENTS

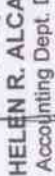
7.1 The UNIVERSITY, upon a written request of the CONTRACTOR, shall make an advanced payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price, to be made in lump sum or at the most two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents. The advanced payment shall be made only upon the submission to and acceptance by the UNIVERSITY of an Irrevocable Standby letter of credit of equivalent value from a commercial bank for a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commission and confirmed by the implementing agency. The advanced payment shall be repaid by the CONTRACTOR by price shall not be subject to the 20% deduction. deducting 20% from his periodic progress payments, with the first repayment to be made when the contract value of the work executed and materials delivered shall equal or have exceeded twenty percent (20%) of the contract price and further refunds shall be done thereafter at monthly intervals. The first work accomplishment equivalent to 20% of the contract

7.2 Progress payments, if any, shall be subject to retention of ten percent (10%) referred to as "retention money". Such retention shall be based on the amount due the CONTRACTOR prior to any deduction and shall be retained from every progress payment. The ten percent (10%) Retention Fee shall be released sixty (60) days after the Final Payment is made.


7.3 The UNIVERSITY shall issue a CERTIFICATE OF FINAL ACCEPTANCE to the CONTRACTOR upon satisfactory completion of the construction of the Project. Before issuance of the CERTIFICATE OF FINAL ACCEPTANCE, the CONTRACTOR shall submit a sworn statement certifying that all taxes due from it, and all obligations for materials used and labor employed in connection with this Contract have been duly paid.


7.4 No payment made hereunder by the UNIVERSITY shall be construed as a waiver of any claim by the UNIVERSITY for any defect in the work completed.


7.5 The CONTRACTOR, by accepting final payment, shall be deemed to have waived all claims against the UNIVERSITY, except those which he has previously made in writing, and which remain unsettled at the time of final acceptance.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JOFHEL C. VALMOCINA
President & COO Prismoidal
Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

ARTICLE VIII GUARANTEE

8.1 The CONTRACTOR warrants that the completion of the works, including any change orders thereto, shall be in accordance with the plans and specifications and the other Contract Documents;

8.2 The CONTRACTOR shall make good any defects in materials and workmanship that may become evident within one (1) year from the date of the Final Acceptance of the work and shall make any and all remedial works required at the sole expense of the CONTRACTOR.

8.3 The CONTRACTOR warrants to comply with all government auditing and accounting rules and regulations relating to government project and payment thereof.

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9.1 The UNIVERSITY may, at any time, during the progress of the construction period, order a change in the Project being performed provided that, in such cases, any increase or decrease in the CONTRACT PRICE herein above stipulated shall be subject to proportionate adjustments as shall be agreed upon by both parties in writing. In the event, also, that the alterations and changes in work mentioned herein shall affect the contract period, extensions thereof shall also be subject to proportionate adjustment in writing as provided in the foregoing. Such changes in work and extension of time shall be valid and binding only if and when reduced to writing and signed by the Parties.

ARTICLE X SUSPENSION OF WORK

10.1 The CONTRACTOR shall, on the written order of the UNIVERSITY, suspend the work or any part thereof for such times as the UNIVERSITY may consider necessary, such as for the purpose of revising or adjusting plans and/or specifications, and shall during such suspension properly protect and secure the work;

10.2 Time extension shall be granted and/or any extra cost incurred by the CONTRACTOR in complying with instructions of the UNIVERSITY under this Clause shall be paid by the UNIVERSITY unless such suspension is:

- a) otherwise provided for in the Contract, or
- b) necessary for the proper execution of the work, or

- c) caused by any conditions affecting the safety or quality of the work, or
- d) by some default on the part of the CONTRACTOR.

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11.1 The UNIVERSITY shall issue a Certificate of Final Acceptance to the CONTRACTOR upon satisfactory completion of the project. Minor defects discovered in the final inspection shall be corrected within sixty (60) days from final acceptance; otherwise the guarantee bond shall be forfeited in favor of the UNIVERSITY;

11.2 Before the issuance of the Certificate of Final Acceptance, the CONTRACTOR shall submit a sworn statement that all payrolls, materials, bill and other indebtedness and obligations for the work have been paid to all its employees, including all taxes, import fees and other duties that are or may be due to the government by reason of this Contract.

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12.1 The CONTRACTOR shall not assign, transfer, sub-contract or make any other disposition of the Contract or any part or interest therein except with the written approval of the UNIVERSITY.

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13.1 The CONTRACTOR'S duties in connection with the project are as follows:

- a) Responsibility for ALL WORKS:

The CONTRACTOR shall be solely responsible for all work under this Contract pursuant to the pertinent plans and specifications including the techniques, sequences, procedures and means and the coordination of all works.

- b) The quality and quantity of the materials and workmanship under this contract shall be strictly in accordance with the generally accepted engineering standards. Workmanship, quality figure, and construction materials that are not specifically and clearly reflected nor described with sufficient provision shall be treated under normal and


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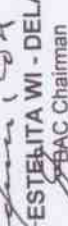
ATTY. ESTELITA WI - DELA ROSA
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c) Compliance with Construction Laws and Regulations:

The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, or orders of all public authorities relating to the performance of the work herein.

d) Responsibility for Fault or Negligence of Employees and Sub-Contractor:

The CONTRACTOR shall be liable to its employees and laborers, including third persons for any claim for death or injuries of whatever nature or extent, or damage to property, arising out of the performance of the Contract, and the UNIVERSITY shall in no case be made liable therefore in whatever capacity;

It is understood that insofar as this Contract is concerned, there is no Employer-Employee relationship between the UNIVERSITY and the employees and workers of the CONTRACTOR.

13.2 Indemnity and Free and Harmless Provision:

The CONTRACTOR agrees to indemnify and hold free and harmless the UNIVERSITY, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees and cost of suit or litigation arising out of the performance of the work.

The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.3 Amendment/Supplement

Any amendment/or supplement to the terms and conditions subsequently entered into between the two parties shall be valid and shall form part of this Contract.

Any amendment, however, should be made in writing and signed by both parties.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 In case of dispute or disagreement arising out of, or by reason of, or in connection with any of the terms and conditions of this Agreement, the same shall be submitted to a Board of Arbitration composed of three (3) members. Each party shall nominate one (1) member and the third shall be selected by the two (2) members nominated by the Parties. The decision of the Board of Arbitrators shall be final and binding, subject to the provision of the Construction Industry Arbitration Law, or Executive Order 1008, and such applicable Philippine Laws. The decision of the Arbitration Tribunal shall be valid, binding, final and conclusive upon the parties and from

which there will be no appeal, except on questions of law, which shall be appealable to the Supreme Court.

14.2 All laws applicable to the Contract including but not limited to the National Building Code, R.A. 9184, and the Rules and Regulations issued pursuant thereto, are deemed incorporated in this Contract;

14.3 The CONTRACTOR shall pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this document.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands on this page and on the left hand margin of each and every page thereof this 06 of 11 2012, in Manila, Philippines.

**Polytechnic University
Of The Philippines**

By:

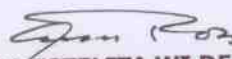

DR. EMANUEL C. DE GUZMAN
President

PRISMODIAL CONSTRUCTION, CORP.

By:



MR. JOHFEL C. VALMOCINA
President & COO

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI DELA ROSA
SAC Chairman/VP for Administration


MS. MARISSA J. LEGASPI
VP for Finance

Certified Fund Available:


MS. HELEN R. ALCANTARA
Director, PUP Accounting Department

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	March 27, 2012/Manila
MR. JOHFEL C. VALMOCINA		

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of ten (10) pages including this page wherein the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this OCT 1st day of 2012
2012 at Manila, Philippines.

Notary Public

ATTY. CRISTOPHER TACU ANANG
Notary Until December 31, 2012
IBP LRN No. 05331, Quezon City
PTR No. 4583253-B/1-4-2012
Roll No. Attorney's No. 49756/OC
MCLE COMM. No. 0005-126/10-7-09/OC

Doc. No. 101 ;
Page No. 21 ;
Book No. XII ;
Series of 2012.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. EGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MR. JOHFEL C. VALMOCINA
President & COO Prismoidal
Construction Company

DR. EMANUEL C. DE GUZMAN
PUP President



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila
Tel. Nos.: 716-26-44: 716-78-32 to 45 loc. 202

NOTICE TO PROCEED

October 22, 2012

MR. JOHFEL C. VALMOCINA

President

Prismodial Construction Company

No. 4 Republic Ave. Brgy. Holy Spirit

Quezon City

Dear Mr. Valmocina:

Pursuant to the Contract dated October 17, 2012, a Notice to Proceed is hereupon given to immediately commence the "*Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain A. Mabini Campus, Sta. Mesa, Manila*", within seven (7) days from the receipt hereof.

It is understood that your construction shall be completed within the stipulated period of *One Hundred Eighty (180) calendar days* counted from such commencement.

Very truly yours,

DR. EMANUEL C. DE GUZMAN

President

Conformed:

MR. JOHFEL C. VALMOCINA

President & COO

Date: _____

**CONTRACT FOR THE
REPAIR/REHABILITATION OF THE
TRACK OVAL, SWIMMING POOL, TENNIS COURT,
COVERED BLEACHER AND FOUNTAIN**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 30th day of October 2012, by and between:

THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state chartered University with principal office in Sta. Mesa, Manila, herein duly represented by its President, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the "UNIVERSITY";

- and -

PRISMODIAL CONSTRUCTION, COMPANY, a corporation duly organized and existing under Philippine laws, represented by its President and COO, **MR. JOHFEL C. VALMOCINA**, with principal office at No. 4 Republic Avenue, Brgy. Holy Spirit Quezon City hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, a public bidding was conducted for the project "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP Mabini Campus, Sta. Mesa, Manila", pursuant to the provisions of R.A. 9184;

WHEREAS, the proposed "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP Mabini Campus, Sta. Mesa, Manila" of the UNIVERSITY has a capital outlay in the amount of **Eighteen Million Twenty Six Thousand Eight Hundred Twenty Four Pesos and Thirty Eight Centavos (Php18,026,824.38)** specifically earmarked for the Contract from Fund 164;


WHEREAS, in the bidding conducted thereon, the CONTRACTOR emerged as the winning bidder who is willing and desirous to undertake the construction of the abovementioned project in accordance with the approved scope and program of work which are made an integral part of the contract;

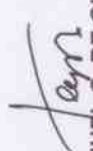
WHEREAS, a Notice of Award dated October 10, 2012 was issued to the CONTRACTOR and which was received on October 23, 2012;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA U. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. JOHFEL C. VALMOCINA
President & COO Prismodial Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto hereby agree on the following terms and conditions:

ARTICLE I SCOPE OF WORK

1.1 The CONTRACTOR, in consideration of the payment of a sum of money to be made by the UNIVERSITY, shall perform and accomplish the Contract "Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain at PUP A. Mabini Campus, Sta. Mesa, Manila" in accordance with and as directed by the pertinent work specifications and other related documents herein attached as Annexes "A" to "H", hereinafter referred to as Contract Documents.

1.2 The CONTRACTOR shall furnish all the necessary labor, equipment, materials and other construction requirements needed in the performance and accomplishment of the aforesaid Project in accordance with and as directed by the Contract Documents.

ARTICLE II THE CONTRACT DOCUMENTS

The Contractor shall accomplish the contract to its completion in strict compliance with its proposals and pursuant to all contract documents.

Any document pertaining to the contract, which may hereafter be executed between the parties shall likewise form an integral part of the contract documents hereof the following:

- 2.1 Advertisement and/or Invitation to Bid (Annex "A");
- 2.2 Bidding Documents of Winning Bidder (Annex "B");
- 2.3 Abstract of Bids (Annex "C");
- 2.4 BAC BID Evaluation Report (Annex "D");
- 2.5 BAC Resolution (Annex "E");
- 2.6 Notice of Award (Annex "F")
- 2.7 Contractor's Performance Security (Annex "G");
- 2.8 Certificate of Availability of Funds (Annex "H");


ARTICLE III CONTRACT PRICE

3.1 For and in consideration of the performance and accomplishment of the Project which the CONTRACTOR has agreed to perform and accomplish, the UNIVERSITY shall pay the CONTRACTOR the total amount of **Fifteen Million Five Hundred Three**


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PUP Accounting Dept. Director


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VP for Finance


ATTY. ESTEBITA WI-DELA ROSA
BAC Chairman


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President & COO Prismoidal
Construction Company


DR. EMANUEL C. DE GUZMAN
PUP President

Thousand Six Hundred Sixty Eight Pesos and Fifty One Centavos in Philippine Currency (**Php 15,503,668.51**), to be paid in the manner hereinafter set forth. Included in the said contract price are provisions for the payment of applicable taxes, licenses and other legal fees; provided, that should there be any exemption from the payment of any of these taxes, licenses, and other fees, such exemption shall be credited to the UNIVERSITY;

3.2 The CONTRACTOR shall be entitled to an escalation in the contract price should there be an increase in the cost of labor and materials at any time during the construction period brought about by unforeseen inflation or act/s of the government, subject to the availability of funds. Such an adjustment in contract price shall be in accordance with the approved Guidelines for Computation in Payment of Price Escalation on Infrastructure Contracts pursuant to R.A. 9184;

Any increase in price shall be effected only upon agreement of both parties, which must be in writing.

ARTICLE IV TIME OF COMPLETION

4.1 The CONTRACTOR shall perform and complete to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE the work subject of this Contract within **one hundred eighty (180)** calendar days reckoned from the effectivity date specified in the Notice to Proceed.

4.2 Time being of the essence of this Contract, the completion period herein stipulated may be extended only for any of the following causes not attributable to the fault of the CONTRACTOR, namely: typhoons, fires, earthquakes, other forms of force majeure, valid work stoppage or suspension, orders of competent authority, civil disorder, and such other similar or analogous causes, or when the extension of contract time is due to causes beyond the control of the UNIVERSITY.

ARTICLE V LIQUIDATED DAMAGES

5.1 Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the contract time, it is thereby deemed in default under the Contract without any further demand or notice by the UNIVERSITY; hence, the CONTRACTOR shall pay the UNIVERSITY, liquidated damages, not by way of penalty, an amount determined in accordance with the following formula for each calendar day of delay, until the work is completed and accepted or taken over by the UNIVERSITY.

$$TLD = VUUP \times [(1+OCC)^{n-1}] \times K$$

$$VUUP = TCP - VCUP$$

WHERE:

TLD = Total Liquidated Damages, in pesos

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VUUP = value of the uncompleted and unusable portions of the contract work, as of the expiry date of the contract, in pesos

TCP = Total Contract Price, in pesos

VCUP = value of the completed and usable portion of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total number of years that the contract work is delayed after the expiry date of the contract

K = adjustment factor to cover additional losses
$$= 1 + C + (I \times n)$$

WHERE:

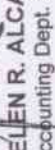
C = cost of construction supervision as a percentage, not exceeding 10%, of construction cost


i = annual inflation rate as defined by NEDA

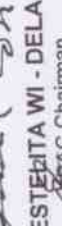
**ARTICLE VI
PERFORMANCE BOND**

6.1 The CONTRACTOR shall furnish the UNIVERSITY with a performance bond in the form of a GSIS Surety Bond or by surety or insurance companies duly accredited by the Office of the Insurance Commission acceptable to the UNIVERSITY in the amount of **Four Million Six Hundred Fifty One Thousand One Hundred Pesos and Fifty Five Centavos** in Philippine Currency (**Php 4,651,100.55**), representing **30%** of the contract amount, conditioned upon the faithful performance of this Contract and to answer for such obligations arising out of or in connection herewith. No performance bond shall be accepted by the University unless and until the contractor submits Certifications coming from the Supreme Court and the Insurance Company certifying the accreditation of such bonding/insurance company by the Supreme Court and the Insurance Commission.

6.2 The Performance Bond shall be co-terminus with the date of FINAL ACCEPTANCE of the project by the UNIVERSITY; provided, that in case the Project cannot be completed within the prescribed period to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE on the same date as called for under ARTICLE 4.1 of this Contract, the CONTRACTOR shall post a substitute PERFORMANCE BOND in the same form prescribed herein, or effect an extension of the original Performance Bond to cover the period of extension until the FINAL ACCEPTANCE of the Project is made;


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provided further, that the CONTRACTOR undertakes to effect the posting of the PERFORMANCE BOND required under this Paragraph immediately upon determination by the UNIVERSITY of the inability of the CONTRACTOR to complete the Project for FINAL ACCEPTANCE; provided, finally, that such determination shall be made by the UNIVERSITY within the seven (7) working days immediately preceding the expiration date of the Performance Bond.

6.3 Until the CONTRACTOR shall have complied with the undertaking under the immediately preceding paragraph, the UNIVERSITY shall have the right to withhold any and all payments due the CONTRACTOR.

ARTICLE VII PAYMENTS

7.1 The UNIVERSITY, upon a written request of the CONTRACTOR, shall make an advanced payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price, to be made in lump sum or at the most two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents. The advanced payment shall be made only upon the submission to and acceptance by the UNIVERSITY of an Irrevocable Standby letter of credit of equivalent value from a commercial bank for a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commission and confirmed by the implementing agency. The advanced payment shall be repaid by the CONTRACTOR by price shall not be subject to the 20% deduction. deducting 20% from his periodic progress payments, with the first repayment to be made when the contract value of the work executed and materials delivered shall equal or have exceeded twenty percent (20%) of the contract price and further refunds shall be done thereafter at monthly intervals. The first work accomplishment equivalent to 20% of the contract


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- c) caused by any conditions affecting the safety or quality of the work, or
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11.1 The UNIVERSITY shall issue a Certificate of Final Acceptance to the CONTRACTOR upon satisfactory completion of the project. Minor defects discovered in the final inspection shall be corrected within sixty (60) days from final acceptance; otherwise the guarantee bond shall be forfeited in favor of the UNIVERSITY;

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d) Responsibility for Fault or Negligence of Employees and Sub-Contractor:

The CONTRACTOR shall be liable to its employees and laborers, including third persons for any claim for death or injuries of whatever nature or extent, or damage to property, arising out of the performance of the Contract, and the UNIVERSITY shall in no case be made liable therefore in whatever capacity;

It is understood that insofar as this Contract is concerned, there is no Employer-Employee relationship between the UNIVERSITY and the employees and workers of the CONTRACTOR.

13.2 Indemnity and Free and Harmless Provision:

The CONTRACTOR agrees to indemnify and hold free and harmless the UNIVERSITY, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees and cost of suit or litigation arising out of the performance of the work.

The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.3 Amendment/Supplement

Any amendment/or supplement to the terms and conditions subsequently entered into between the two parties shall be valid and shall form part of this Contract.

Any amendment, however, should be made in writing and signed by both parties.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 In case of dispute or disagreement arising out of, or by reason of, or in connection with any of the terms and conditions of this Agreement, the same shall be submitted to a Board of Arbitration composed of three (3) members. Each party shall nominate one (1) member and the third shall be selected by the two (2) members nominated by the Parties. The decision of the Board of Arbitrators shall be final and binding, subject to the provision of the Construction Industry Arbitration Law, or Executive Order 1008, and such applicable Philippine Laws. The decision of the Arbitration Tribunal shall be valid, binding, final and conclusive upon the parties and from

which there will be no appeal, except on questions of law, which shall be appealable to the Supreme Court.

14.2 All laws applicable to the Contract including but not limited to the National Building Code, R.A. 9184, and the Rules and Regulations issued pursuant thereto, are deemed incorporated in this Contract;

14.3 The CONTRACTOR shall pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this document.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands on this page and on the left hand margin of each and every page thereof this 06 of 11 2012, 2012, in Manila, Philippines.

**Polytechnic University
Of The Philippines**

By:

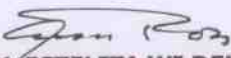

DR. EMANUEL C. DE GUZMAN
President

PRISMODIAL CONSTRUCTION, CORP.

By:

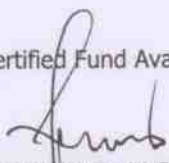

MR. JOHFEL C. VALMOCINA
President & COO

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI DELA ROSA
SAC Chairman/VP for Administration


MS. MARISSA J. LEGASPI
VP for Finance

Certified Fund Available:


MS. HELEN R. ALCANTARA
Director, PUP Accounting Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~MANILA~~)S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	March 27, 2012/Manila
MR. JOHFEL C. VALMOCINA		

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of ten (10) pages including this page wherein the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this OCT 17 day of 2012
2012 at Manila, Philippines.

Notary Public

ATTY. CRISTIAN P. FACULANANG
Notary Until December 31, 2012
IBP LRN No. 05331, Quezon City
PTR No. 4583253-B/1-4-2012
Roll No. Attorney's No. 49756/OC
MCLE COMM. No. 0005-126/10-7-09/OC

Doc. No. 101 ;
Page No. 21 ;
Book No. XII ;
Series of 2012.

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. REGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman

MR. JOHFEL C. VALMOCINA
President & COO Prismodial
Construction Company

DR. EMANUEL C. DE GUZMAN
PUP President



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila
Tel. Nos.: 716-26-44; 716-78-32 to 45 loc. 202

NOTICE TO PROCEED

October 22, 2012

MR. JOHFEL C. VALMOCINA

President

Prismodial Construction Company

No. 4 Republic Ave. Brgy. Holy Spirit


Quezon City

Dear Mr. Valmocina:

Pursuant to the Contract dated October 17, 2012, a Notice to Proceed is hereupon given to immediately commence the *"Repair/Rehabilitation of Track Oval, Swimming Pool, Tennis Court Covered Bleacher and Fountain A. Mabini Campus, Sta. Mesa, Manila"*, within seven (7) days from the receipt hereof.

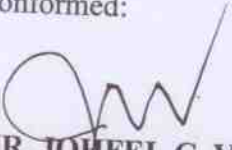
It is understood that your construction shall be completed within the stipulated period of *One Hundred Eighty (180) calendar days* counted from such commencement.

Very truly yours,


DR. EMANUEL C. DE GUZMAN

President

Conformed:


MR. JOHFEL C. VALMOCINA

President & COO

Date: _____



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT

Sta. Mesa, Manila
(02) 716-7832 to 35 loc. 200

NOTICE OF AWARD

October 10, 2012

MR. GEORGE A. AZURIN

Vice-President

Pan Aquarius Construction & Development Corp.

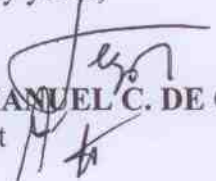
10 Dao St.; Project 3, Quezon City

Dear Mr. Azurin:

We are happy to notify you that the contract "*Repair/Rehabilitation of Bonifacio Hall-NALRC Building, Second & Third Floor of Sampaguita Building, and Conversion of Non-Functional Comfort Room to Student Canteen, A. Mabini, Sta. Mesa, Manila*" is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to Php 8,111,256.36

You are therefore required, within (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MR. GEORGE A. AZURIN
Vice-President
Date: _____

**C O N T R A C T F O R T H E
REPAIR/REHABILITATION OF BONIFACIO HALL-NLRC
BLDG., SECOND AND THIRD FLOOR OF SAMPAGUITA
CANTEEN BLDG., AND CONVERSION OF NON-
FUNCTIONAL COMFORT ROOM TO STUDENT CANTEEN**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this **OCT 17 2012** day of October 2012, by and between:

THE POLYTECHNIC UNIVERSITY OF THE PHILIPPINES, a state chartered University with principal office in Sta. Mesa, Manila, herein duly represented by its President, **DR. EMANUEL C. DE GUZMAN**, hereinafter referred to as the "UNIVERSITY";

- and -

PAN AQUARIUS, CONSTRUCTION & DEVELOPMENT, a corporation duly organized and existing under Philippine laws, represented by its Vice-President, **MR. GEORGE R. AZURIN**, with principal office at # 10 Dao St., Project 3, Quezon City hereinafter referred to as the "CONTRACTOR".


WITNESSETH:

WHEREAS, a public bidding was conducted for the project "Repair/Rehabilitation of Bonifacio Hall-NLRC Building, Second and Third Floor of Sampaguita Building and Conversion of Non-Functional Comfort to Student Canteen PUP Sta. Mesa, Manila ", pursuant to the provisions of R.A. 9184;

WHEREAS, the proposed "'Repair/Rehabilitation of Bonifacio Hall-NLRC Building, Second and Third Floor of Sampaguita Building and Conversion of Non-Functional Comfort to Student Canteen PUP Sta. Mesa, Manila" of the UNIVERSITY has a capital outlay in the amount of **Eight Million Three Hundred Sixteen Thousand Eight Hundred Sixty-Six Pesos and Ninety One Centavos (Php8,316,866.91)** specifically earmarked for the Contract from Fund 164;

WHEREAS, in the bidding conducted thereon, the CONTRACTOR emerged as the winning bidder who is willing and desirous to undertake the construction of the abovementioned project in accordance with the approved scope and program of work which are made an integral part of the contract;

WHEREAS, a Notice of Award dated October 10, 2012 was issued to the CONTRACTOR and which was received on October 19, 2012;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance

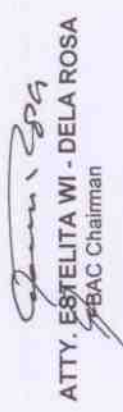

ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aquarius Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aftuaruig Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto hereby agree on the following terms and conditions:

ARTICLE I SCOPE OF WORK

1.1 The CONTRACTOR, in consideration of the payment of a sum of money to be made by the UNIVERSITY, shall perform and accomplish the Contract "Repair/Rehabilitation of Bonifacio Hall-NLRC Building, Second & Third Floor of Sampaguita Building and Conversion of Non-Functional Comfort Room to Student Canteen, PUP Sta. Mesa, Manila," in accordance with and as directed by the pertinent work specifications and other related documents herein attached as Annexes "A" to "H", hereinafter referred to as Contract Documents.

1.2 The CONTRACTOR shall furnish all the necessary labor, equipment, materials and other construction requirements needed in the performance and accomplishment of the aforesaid Project in accordance with and as directed by the Contract Documents.

ARTICLE II THE CONTRACT DOCUMENTS

The Contractor shall accomplish the contract to its completion in strict compliance with its proposals and pursuant to all contract documents.

Any document pertaining to the contract, which may hereafter be executed between the parties shall likewise form an integral part of the contract documents hereof the following:

- 2.1 Advertisement and/or Invitation to Bid (Annex "A");
- 2.2 Bidding Documents of Winning Bidder (Annex "B");
- 2.3 Abstract of Bids (Annex "C");
- 2.4 BAC BID Evaluation Report (Annex "D");
- 2.5 BAC Resolution (Annex "E");
- 2.6 Notice of Award (Annex "F")
- 2.7 Contractor's Performance Security (Annex "G");
- 2.8 Certificate of Availability of Funds (Annex "H");

ARTICLE III CONTRACT PRICE

3.1 For and in consideration of the performance and accomplishment of the Project which the CONTRACTOR has agreed to perform and accomplish, the UNIVERSITY shall pay the CONTRACTOR


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA V. LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aquarius Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

the total amount of **Eight Million One Hundred Eleven Thousand Two Hundred Fifty-Six Pesos and Thirty Six Centavos** in Philippine Currency (**Php 8,111,256.36**), to be paid in the manner hereinafter set forth. Included in the said contract price are provisions for the payment of applicable taxes, licenses and other legal fees; provided, that should there be any exemption from the payment of any of these taxes, licenses, and other fees, such exemption shall be credited to the UNIVERSITY;

3.2 The CONTRACTOR shall be entitled to an escalation in the contract price should there be an increase in the cost of labor and materials at any time during the construction period brought about by unforeseen inflation or act/s of the government, subject to the availability of funds. Such an adjustment in contract price shall be in accordance with the approved Guidelines for Computation in Payment of Price Escalation on Infrastructure Contracts pursuant to R.A. 9184;

Any increase in price shall be effected only upon agreement of both parties, which must be in writing.

ARTICLE IV TIME OF COMPLETION

4.1 The CONTRACTOR shall perform and complete to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE the work subject of this Contract within one hundred fifty (**150**) calendar days reckoned from the effectivity date specified in the Notice to Proceed.

4.2 Time being of the essence of this Contract, the completion period herein stipulated may be extended only for any of the following causes not attributable to the fault of the CONTRACTOR, namely: typhoons, fires, earthquakes, other forms of force majeure, valid work stoppage or suspension, orders of competent authority, civil disorder, and such other similar or analogous causes, or when the extension of contract time is due to causes beyond the control of the UNIVERSITY.

ARTICLE V LIQUIDATED DAMAGES


5.1 Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the contract time, it is thereby deemed in default under the Contract without any further demand or notice by the UNIVERSITY; hence, the CONTRACTOR shall pay the UNIVERSITY, liquidated damages, not by way of penalty, an amount determined in accordance with the following formula for each calendar day of delay, until the work is completed and accepted or taken over by the UNIVERSITY.

$$TLD = VUUP \times [(1+OCC)n-1] \times K$$

$$VUUP = TCP - VCUP$$

WHERE:

TLD = Total Liquidated Damages, in pesos


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA OLEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
PBAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aquatic Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

VUUP = value of the uncompleted and unusable portions of the contract work, as of the expiry date of the contract, in pesos

TCP = Total Contract Price, in pesos

VCUP = value of the completed and usable portion of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total number of years that the contract work is delayed after the expiry date of the contract

K = adjustment factor to cover additional losses
 $= 1 + C + (I \times n)$

WHERE:


C = cost of construction supervision as a percentage, not exceeding 10%, of construction cost

i = annual inflation rate as defined by NEDA

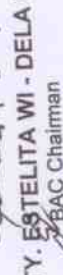
ARTICLE VI PERFORMANCE BOND

6.1 The CONTRACTOR shall furnish the UNIVERSITY with a performance bond in the form of a GSIS Surety Bond or by surety or insurance companies duly accredited by the Office of the Insurance Commission acceptable to the UNIVERSITY in the amount of **Two Million Four Hundred Thirty Three Thousand Three Hundred Seventy Six Pesos and Ninety One Centavos** in Philippine Currency (**Php 2,433,376.91**), representing **30%** of the contract amount, conditioned upon the faithful performance of this Contract and to answer for such obligations arising out of or in connection herewith. No performance bond shall be accepted by the University unless and until the contractor submits Certifications coming from the Supreme Court and the Insurance Company certifying the accreditation of such bonding/insurance company by the Supreme Court and the Insurance Commission.

6.2 The Performance Bond shall be co-terminus with the date of FINAL ACCEPTANCE of the project by the UNIVERSITY; provided, that in case the Project cannot be completed within the prescribed period to the satisfaction of the UNIVERSITY for FINAL ACCEPTANCE on the same date as called for under ARTICLE 4.1 of this Contract, the CONTRACTOR shall post a substitute PERFORMANCE BOND in the same form prescribed herein, or effect an extension of the original Performance Bond to cover the period of extension until the FINAL ACCEPTANCE of the Project is made;


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA J. DE GASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aquanils Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

provided further, that the CONTRACTOR undertakes to effect the posting of the PERFORMANCE BOND required under this Paragraph immediately upon determination by the UNIVERSITY of the inability of the CONTRACTOR to complete the Project for FINAL ACCEPTANCE; provided, finally, that such determination shall be made by the UNIVERSITY within the seven (7) working days immediately preceding the expiration date of the Performance Bond.

6.3 Until the CONTRACTOR shall have complied with the undertaking under the immediately preceding paragraph, the UNIVERSITY shall have the right to withhold any and all payments due the CONTRACTOR.

ARTICLE VII PAYMENTS


7.1 The UNIVERSITY, upon a written request of the CONTRACTOR, shall make an advanced payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price, to be made in lump sum or at the most two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents. The advanced payment shall be made only upon the submission to and acceptance by the UNIVERSITY of an Irrevocable Standby letter of credit of equivalent value from a commercial bank for a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commission and confirmed by the implementing agency. The advanced payment shall be repaid by the CONTRACTOR by deducting 20% from his periodic progress payments, with the first repayment to be made when the contract value of the work executed and materials delivered shall equal or have exceeded twenty percent (20%) of the contract price and further refunds shall be done thereafter at monthly intervals. The first work accomplishment equivalent to 20% of the contract price shall not be subject to the 20% deduction.


7.2 Progress payments, if any, shall be subject to retention of ten percent (10%) referred to as "retention money". Such retention shall be based on the amount due the CONTRACTOR prior to any deduction and shall be retained from every progress payment. The ten percent (10%) Retention Fee shall be released sixty (60) days after the Final Payment is made.

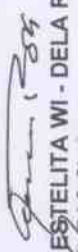
7.3 The UNIVERSITY shall issue a CERTIFICATE OF FINAL ACCEPTANCE to the CONTRACTOR upon satisfactory completion of the construction of the Project. Before issuance of the CERTIFICATE OF FINAL ACCEPTANCE, the CONTRACTOR shall submit a sworn statement certifying that all taxes due from it, and all obligations for materials used and labor employed in connection with this Contract have been duly paid.


7.4 No payment made hereunder by the UNIVERSITY shall be construed as a waiver of any claim by the UNIVERSITY for any defect in the work completed.

7.5 The CONTRACTOR, by accepting final payment, shall be deemed to have waived all claims against the UNIVERSITY, except those which he has previously made in writing, and which remain unsettled at the time of final acceptance.


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA LEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
BAC Chairman


MR. GEORGE R. AZURIN
VP Pan Aquarius Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

ARTICLE VIII GUARANTEE

8.1 The CONTRACTOR warrants that the completion of the works, including any change orders thereto, shall be in accordance with the plans and specifications and the other Contract Documents;

8.2 The CONTRACTOR shall make good any defects in materials and workmanship that may become evident within one (1) year from the date of the Final Acceptance of the work and shall make any and all remedial works required at the sole expense of the CONTRACTOR.

8.3 The CONTRACTOR warrants to comply with all government auditing and accounting rules and regulations relating to government project and payment thereof.

ARTICLE IX WORK CHANGES

9.1 The UNIVERSITY may, at any time, during the progress of the construction period, order a change in the Project being performed provided that, in such cases, any increase or decrease in the CONTRACT PRICE herein above stipulated shall be subject to proportionate adjustments as shall be agreed upon by both parties in writing. In the event, also, that the alterations and changes in work mentioned herein shall affect the contract period, extensions thereof shall also be subject to proportionate adjustment in writing as provided in the foregoing. Such changes in work and extension of time shall be valid and binding only if and when reduced to writing and signed by the Parties.

ARTICLE X SUSPENSION OF WORK

10.1 The CONTRACTOR shall, on the written order of the UNIVERSITY, suspend the work or any part thereof for such times as the UNIVERSITY may consider necessary, such as for the purpose of revising or adjusting plans and/or specifications, and shall during such suspension properly protect and secure the work;

10.2 Time extension shall be granted and/or any extra cost incurred by the CONTRACTOR in complying with instructions of the UNIVERSITY under this Clause shall be paid by the UNIVERSITY unless such suspension is:

- a) otherwise provided for in the Contract, or
- b) necessary for the proper execution of the work, or

- c) caused by any conditions affecting the safety or quality of the work, or
- d) by some default on the part of the CONTRACTOR.

ARTICLE XI FINAL ACCEPTANCE

11.1 The UNIVERSITY shall issue a Certificate of Final Acceptance to the CONTRACTOR upon satisfactory completion of the project. Minor defects discovered in the final inspection shall be corrected within sixty (60) days from final acceptance; otherwise the guarantee bond shall be forfeited in favor of the UNIVERSITY;

11.2 Before the issuance of the Certificate of Final Acceptance, the CONTRACTOR shall submit a sworn statement that all payrolls, materials, bill and other indebtedness and obligations for the work have been paid to all its employees, including all taxes, import fees and other duties that are or may be due to the government by reason of this Contract.

ARTICLE XII ASSIGNMENT AND SUB-CONTRACT

12.1 The CONTRACTOR shall not assign, transfer, sub-contract or make any other disposition of the Contract or any part or interest therein except with the written approval of the UNIVERSITY.

12.2 In case of sub-contracting, the CONTRACTOR shall submit a sworn statement executed by the sub-contractor attesting to the fact that the latter has been fully paid by the CONTRACTOR for the materials furnished and the labor performed under the sub-contract.

ARTICLE XIII RESPONSIBILITIES OF THE CONTRACTOR

13.1 The CONTRACTOR'S duties in connection with the project are as follows:

- a) Responsibility for ALL WORKS:

The CONTRACTOR shall be solely responsible for all work under this Contract pursuant to the pertinent plans and specifications including the techniques, sequences, procedures and means and the coordination of all works.

- b) The quality and quantity of the materials and workmanship under this contract shall be strictly in accordance with the generally accepted engineering standards. Workmanship, quality figure, and construction materials that are not specifically and clearly reflected nor described with sufficient provision shall be treated under normal and standard engineering practice in a fair and equitable manner.
- c) Compliance with Construction Laws and Regulations:

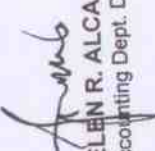
MS. HELEN R. ALCANTAR
PUP Accounting Dept. Director

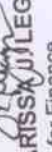
MS. MARISSA U. LEGASPI
VP for Finance

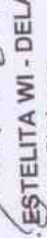
ATTY. ESTELITA WI - DELA ROSA
ZBAC Chairman

MR. GEORGE R. AZURIN
VP Pan Aquatic Construction & Devt. Corp.

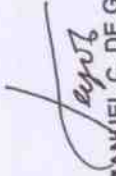
DR. EMANUEL C. DE GUZMAN
PUP President


MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director


MS. MARISSA ULEGASPI
VP for Finance


ATTY. ESTELITA WI - DELA ROSA
CBAC Chairman


MR. GEORGE R. AZURIN
VP Pan Agdaruis Construction & Devt. Corp.


DR. EMANUEL C. DE GUZMAN
PUP President

The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, or orders of all public authorities relating to the performance of the work herein.

- d) Responsibility for Fault or Negligence of Employees and Sub-Contractor:

The CONTRACTOR shall be liable to its employees and laborers, including third persons for any claim for death or injuries of whatever nature or extent, or damage to property, arising out of the performance of the Contract, and the UNIVERSITY shall in no case be made liable therefore in whatever capacity;

It is understood that insofar as this Contract is concerned, there is no Employer-Employee relationship between the UNIVERSITY and the employees and workers of the CONTRACTOR.

13.2 Indemnity and Free and Harmless Provision:

The CONTRACTOR agrees to indemnify and hold free and harmless the UNIVERSITY, and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees and cost of suit or litigation arising out of the performance of the work.

The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.3 Amendment/Supplement

Any amendment/or supplement to the terms and conditions subsequently entered into between the two parties shall be valid and shall form part of this Contract.

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ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 In case of dispute or disagreement arising out of, or by reason of, or in connection with any of the terms and conditions of this Agreement, the same shall be submitted to a Board of Arbitration composed of three (3) members. Each party shall nominate one (1) member and the third shall be selected by the two (2) members nominated by the Parties. The decision of the Board of Arbitrators shall be final and binding, subject to the provision of the Construction Industry Arbitration Law, or Executive Order 1008, and such applicable Philippine Laws. The decision of the Arbitration Tribunal shall be valid, binding, final and conclusive upon the parties and from which there will be no appeal, except on questions of law, which shall be appealable to the Supreme Court.

14.2 All laws applicable to the Contract including but not limited to the National Building Code, R.A. 9184, and the Rules and Regulations issued pursuant thereto, are deemed incorporated in this Contract;

14.3 The CONTRACTOR shall pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this document.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands on this page and on the left hand margin of each and every page thereof this OCT 17 2012 2012, in Manila, Philippines.

**Polytechnic University
Of The Philippines**

By:

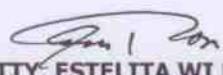

DR. EMANUEL C. DE GUZMAN
President

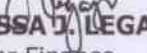
**Pan Aquarius Construction
& Development Corporation,**

By:


MR. GEORGE A. AZURIN
Vice-President

SIGNED IN THE PRESENCE OF:


ATTY. ESTELITA WI DELA ROSA
BAC Chairman/VP for Administration


Ms. MARISSA J. LEGASPI
VP for Finance

Certified Fund Available:


MS. HELEN R. ALCANTARA
Director, RUP Accounting Department

MS. HELEN R. ALCANTARA
PUP Accounting Dept. Director

MS. MARISSA J. LEGASPI
VP for Finance

ATTY. ESTELITA WI - DELA ROSA
SBAC Chairman

MR. GEORGE R. AZURIN
VP Pan Aguaris Construction & Devt. Corp.

DR. EMANUEL C. DE GUZMAN
PUP President

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY)S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following:

NAME	CTC NO.	DATE/PLACE ISSUED
DR. EMANUEL C. DE GUZMAN	27228760	March 27, 2012/Manila
MR. GEORGE R. AZURIN	28999142	January 02, 2012/Quezon City

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed and of the entities they respectively represent.

This instrument consists of ten (10) pages including this page wherein the Acknowledgment is written refers to a Contract signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on this OCT 17 2012 day of October 2012, at Manila, Philippines.

ATTY. JOEL G. MORDOLA
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 066
COMMISSION EXPIRES DEC. 31, 2012
PTR NO. 6010750, 1/03/2012, Q.C.
IBP NO. 823224 DEC. 2, 2011, Q.C.
ROLL OF ATTORNEY NO. 25103
TIN NO. 128-766-809

Doc. No. 470;
Page No. 98;
Book No. 22;
Series of 2012.



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Mabini Campus, Sta. Mesa, Manila
Tel. Nos.: 716-26-44: 716-78-32 to 45 loc. 202

NOTICE TO PROCEED

October 22, 2012

MR. GEORGE R. AZURIN

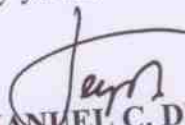
Vice-President
Pan Aquarius Construction and Development Corp.
No. 10 Dao St., Project 3
Quezon City

Dear Mr. Azurin:

Pursuant to the Contract dated October 17, 2012, a Notice to Proceed is hereupon given to immediately commence the *"Repair/Rehabilitation of Bonifacio Hall-NLRC Building, Second & Third Floor of Sampaguita Building and Conversion of Non-Functional Comfort Room to Student Canteen, PUP Sta. Mesa, Manila"*, within seven (7) days from the receipt hereof.

It is understood that your construction shall be completed within the stipulated period of *One Hundred Twenty (120) calendar days* counted from such commencement.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MR. GEORGE R. AZURIN
Vice-President
Date: _____



Republic of the Philippines
POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
Sta. Mesa, Manila
(02) 716-7832 to 35 loc. 200

NOTICE OF AWARD

October 10, 2012

MS. CRISTINA B. SANTOS
President
Crystal Dreams Construction Corporation
4 V. Gomez Street, San Roque,
Marikina, City

Dear Ms. Santos:


We are happy to notify you that the contract "*Repair/Rehabilitation of Gymnasium (Phase I), Lopez, Quezon*", is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to Php 4,750,383.42.

You are therefore required, within (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN
President

Conformed:


MS. MA. CRISTINA B. SANTOS
President
Date: _____



POLYTECHNIC UNIVERSITY OF THE PHILIPPINES

Bids & Awards Committee

Mabini Campus, Sta. Mesa, Manila
Tel. No. 716-7832 loc. 397

NOTICE OF AWARD

November 16, 2012

MR. RANDIE E. MUYUELA

General Manager

Fastlink Computer Company

57 P. Tuazon Boulevard, St. Martin de Porres,
Cubao, Quezon City

Dear Mr. Muyuela:

We are happy to notify you that the contract "*Rebidding for the Delivery and Installation of PUP Network Core Switches with Cabling and Rack Servers*" **Lot 1: Network Core Switches with Cabling** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Two Million Five Hundred Eight Thousand Four Hundred Thirty Six Pesos (Php 2,508,436.00).**

You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

DR. EMANUEL C. DE GUZMAN
President

Conformed:

MR. RANDIE E. MUYUELA
General Manager

Date: 11-23-12



POLYTECHNIC UNIVERSITY OF PHILIPPINES

Bids & Awards Committee

Mabini Campus, Sta. Mesa, Manila

Tel. No. 716-7832 loc. 397

NOTICE OF AWARD

November 16, 2012

MR. JOSE TUAZON

President

Pinnacle Technologies Inc.

1129 Edsa Balintawak,

Quezon City

Dear Mr. Tuazon:

We are happy to notify you that the contract "*Rebidding for the Delivery and Installation of PUP Network Core Switches with Cabling and Rack Servers*" **Lot 2: Rack Servers** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at a Contract Price equivalent to **Four Million Six Hundred Eighty Eight Thousand Pesos (Php 4,688,000.00)**.


You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground of cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


DR. EMANUEL C. DE GUZMAN

President

Conformed:


MR. JOSE TUAZON

President

Date: 11/21/2012