

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of 8 NOV 2019, 2019 between **MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER, Brgy. 6 San Julian City of Batac Ilocos Norte** (hereinafter called "the Entity") and **MULTI-ELECTRIC SYSTEMS, INC, 78 19th Avenue, Cubao, Quezon City, Metro Manila** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **NORMAL AND EMERGENCY MAIN FEEDERLINE FOR OR, DR, & PACU EXTENSION BUILDING** (hereinafter called "the Works") and the Entity has accepted the Bid for **Four Million Eighty Six Thousand Nine Hundred and 70/100 (P 4,086,900.70)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.


 BERNADETTE C. IPAC, MHA
 Chief Administrative Officer









5. The execution and completion of such Works and the remedying of any defects shall be made by the Contractor within sixty (60) calendar days from the receipt of the Notice to Proceed.
6. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

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

MARIANO MARCOS MEMORIAL HOSPITAL
AND MEDICAL CENTER

MULTI-ELECTRIC SYSTEMS,
INC.

BY:


BY:


MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS
Medical Center Chief II


CELIMAR MARTIN R. REMIGIO
Representative


WITNESSES


BERNADETTE G. IPAC, MHA
Chief Administrative Officer


ALICIA A. REMIGIO
Contractor's Witnesses


CELSO B. LIGSAY, CPA, MBA
Finance and Management Officer II

Funds Available:


JAMAICA VIEN P. ORTAL, CPA
Accountant IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Batac City Ilocos Norte) S. S. Batac City Ilocos Norte

Before me a Notary Public; for and in _____ personally appeared the following:


<u>Name</u>	<u>ID/CTC No.</u>	<u>Date/Place Issued</u>
MARIA LOURDES K. OTAYZA, MD, MHA, CESO V, FPOGS	12798666	Jan. 16, 2019, City of Batac Ilocos Norte
<u>CELIMAR MARTIN R. REMIGIO</u>	07873031	Jan. 11, 2019 Quezon City

Known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds and that of the agency/entity they respectively represent.

This instrument related to a Contract consisting of three (3) pages including this page whereon this Acknowledgement is written and signed by the parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above-written.

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Book No. CXIV
Series of 2019


ATTY. WENDELL D. ONIA
NOTARY PUBLIC
COMMISSION UNTIL DEC. 31 2020
REG. NO. 57403571-3-19/BATA
ISP LIFETIME No. 755867
ROLL No. 31205
TIN: 122-585-69