

## CONTRACT AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of September 2020, between **CEBU NORMAL UNIVERSITY**, Osmeña Boulevard, Cebu City, 6000 Cebu (hereinafter called the "Entity") and **CHARLZ CONSTRUCTION**, 0147 Gen. Echavez Extension Cogon Ramos, Cebu City, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **One Lot Completion of Library Modernization (3<sup>rd</sup> Level) No. 20-02-110** (hereinafter called the "Works") and the Entity has accepted the Bid for Fourteen Million One Hundred Seventy Thousand Five Hundred Five Peso and Twenty Eight Centavos (Php14,170,505.28) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - General and Special Conditions of Contract;
  - Drawings/Plans;
  - Specifications;
  - Invitation to Bid;
  - Instructions to Bidders;
  - Bid Data Sheet;
  - Addenda and/or Supplemental/Bid Bulletins, if any;
    - Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted;
  - Eligibility requirements, documents and/or statements;
  - Performance Security;
  - Notice of Award of Contract and the Bidder's conforme thereto;
    - Other contract documents that may be required by existing laws and/or the Entity.
  - In consideration of the payment 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.
  - 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 of the times and in the manner prescribed by this Contract.



IN WITNESS WHEREOF, the parties have caused this Contact to be executed the day and years first before written.

Signed, sealed, delivered by **Dr. Filomena T. Dayagbil** the **President** (for the Entity)

Signed, sealed, delivered by **Mr. Charles L. Gosingco** the **Proprietor** (for the Contractor)

Binding Signature of:

**CEBU NORMAL UNIVERSITY**

By:



**DR. FILOMENA T. DAYAGBIL**  
SUC President III

**CHARLZ CONSTRUCTION**

By:



**MR. CHARLES L. GOSINGCO**  
Proprietor

Signed in the presence of:



**MARIA DIVINA TORREJOS**  
End User



**JAIME G. MALALUAN**  
Contractor

REPUBLIC OF THE PHILIPPINES )  
IN THE CITY OF LAPU-LAPU CITY ) S.S

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for the City of LAPU-LAPU CITY this 21 day of SEP 2020, personally appeared the following persons with their respective proof of identity, to wit:

Name	Competent Evidence of the Identification	Date/Place Issued
Dr. Filomena T. Dayagbil	0490-11-01-073F	Cebu City
Mr. Charles L. Gosingco	PRC ID NO. 0007299	Cebu City

Known to me to be the same persons who executed the foregoing Contact Agreement consisting of three (3) pages and all documents attached and formed part thereto by way of incorporation, and they acknowledged to me that they executed the same, in the presence of their instrumental witnesses, and affixed their signatures on each and every page hereof, of their own free and voluntary knowledge and will.

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

  
  


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**ATTY. LORELIE T. BELAZA**  
Notary Public for Lapu-Lapu City  
Notary Commission No. 1231-2020  
Expiry Date: 12/31/2025  
IBP No. 8085262  
PTR No. 8085262  
M. No. 00016185