

CONTRACT AND AGREEMENT

FOR THE CONTRACT ID: MPOS-BARMM-CW-TDIF2023-0004

CONSTRUCTION OF BANGSAMORO PEACE PARK, CAMP DARAPANAN, SULTAN KUDARAT, MAGUINDANAO DEL NORTE

This contract made and entered into this 25 day of April year 2024 at Givfrell Building, Gov. Gutierrez Ave., RH VII, Cotabato City by and between

the REPUBLIC OF THE PHILIPPINES (Ministry of Public Order and Safety - BARMM) represented herein Hussein P. Muñoz, Minister, with office address at Givfrell Building, Gov. Gutierrez Ave., RH VII, Cotabato City, as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER duly authorized for this purpose,

and

Tula Construction with office address at Cotabato City, represented by MOKTAR T. ABDULLAH, Proprietor/General Manager who has been authorized for this purpose as the PARTY OF THE SECOND PART hereinafter called the CONTRACTOR,

WITNESSETH

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by the CONTRACTOR, viz, Construction of Bangsamoro Peace Park, Camp Darapanan, Sultan Kudarat, Maguindanao del Norte and has accepted the Bid of the CONTRACTOR for the execution and completion of such WORKS and the remedying of any defects therein;

WHEREAS, the above mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the WORKS is Six Million Six Hundred Twenty Two Thousand Seven Hundred Thirty Eight Pesos and 52/100 Only (PhP 6,622,738.52). Philippine Pesos;

Republic of the Philippines (Ministry of Public Order and Safety -BARMM)

By:

HUSSEIN P. MUÑOZ Minister

TULA CONSTRUCTION By:

JALAM SUGARAN-LINGASA Chief Administrative Officer (Witness)

MOKTAR T. ABDULLAH Proprietor/General Manager

(Witness)

EPYU M. GOMBAYLARO

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within 180 (One Hundred Eighty) calendar-days in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Contract Agreement
 - b. Conditions of Contract
 - c. Drawings/Plans
 - d. Specifications
 - e. Invitation to Prequalify/Apply for Eligibility and to Bid
 - f. Instructions to Bidders
 - g. Addenda
 - h. Bid Form including the following annexes:
 - (1) Bid Security in the required form, amount and validity period
 - (2) Authority of the signing official
 - (3) Construction Schedule and S-Curve
 - (4) Construction Methods
 - (5) Organizational Chart for the contract to be bid
 - (6) Contractor's Certification on Key Personnel for the contract, with the Key Personnel's Affidavit of Commitment to Work on the Contract
 - (7) Manpower Schedule
 - (8) List of Contractor's equipment units, owned and/or under lease and/or under purchase agreements supported by duly executed contracts, intended for use exclusively for the contract
 - (9) Equipment Utilization Schedule
 - (10) Certificate of Site Inspection
 - (11) Written Credit Line Commitment or Certificate of Cash Deposit for the Contract. Commitment from the contractor's bank to extend to him a credit line if awarded the contract to be bid, or cash deposit certificate, in an amount fixed by the office/agency/corporation, which shall be at least equal to the operating cash flow requirement of the contract to be bid (i.e., the average operating expenses for two (2) months of the contract to be bid, or ten percent (10%) of the approved budget for the contract to be bid,
 - (12) Construction Safety and Health Program

TULA CONSTRUCTION

By:



JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)

Republic of the Philippines
(Ministry of Public Order and Safety -BARM)

By:



MUSSEMA MUÑOZ
Minister



MOKTAR T. ABDULLAH
Proprietor/General Manager



(Witness)

By:


HUSSEIN M. MUÑOZ
Minister

TULA CONSTRUCTION
By:


JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)


MOKTAR F. ABDULLAH
Proprietor/General Manager


(Witness)

- (13) Certificate from the bidder under oath of its compliance with existing Labor Laws Standard
 - (14) A sworn affidavit of compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of Republic Act No. 3019
 - (15) Documents/materials to comply with other non-discretionary criteria and requirements as stated in the Instruction to Bidders.
 - (16) Bid Price in the Bill of Quantities
 - (17) Detailed Estimates
 - (18) Cash Flow by Quarter & Payment Schedule
 - i. Performance Security
 - j. Prequalification Statements
 - k. Credit Line issued by an authorized bank in an amount equal to the average total project cost, whichever is less.
 1. Notice of Award of Contract and Contractor's "Conforme" thereto
 - m. Other Contract Documents that may be required by the office/agency
3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
 4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.

The implementing Rules and Regulations of the amended Republic Act No. 9184, other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral part of the Contract.

By:

HUSSEIN M. MUÑOZ
Minister

TULA CONSTRUCTION

By:

JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)

WOKTARU ABDULLAH
Proprietor/General Manager

ERFAYU M. MANGULAD
(Witness)

- That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
- In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the ---- for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by the Government.

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

$$VUUP = TCP - VCUP$$

where:

TLD = Total Liquidated Damage, In Pesos
 VUUP = Value of the uncompleted and unusable portions of the Contract Works, as of the expiry date of

the

Contract, in Pesos

TCP = Total Contract Price, In Pesos

the

VCUP = Value of the completed and usable portions of

Contract Works, as of the expiry date of the Contract, in Pesos

OCC = prevailing opportunity cost of capital for Government projects set by the NEDA, which

is

currently pegged at 15% per annum

n = total number of years that the Contract Works are delayed after the expiry date of the Contract

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

where:

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

I = annual inflation rate as defined by the NEDA

- In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT / CPM, the Secretary of Department Public Works and Highways may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

By:


HUSSAIN M. MUÑOZ
Minister

TULA CONSTRUCTION

By:


JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)


MOKTAR T. ABDULLAH
Proprietor/General Manager


EPIFANIO M. MAMBUCAN
(Witness)

8. The provision of RA 6685 as implemented by Department Order No. 51, series of 1990 is hereby incorporated as part of this CONTRACT.
9. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
10. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
11. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the Republic Act No. 9184 as amended are hereby incorporated as part of this CONTRACT.
12. Within a period of 12 (twelve) Months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
13. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by, the ENGINEER. However if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
14. That after final acceptance of the project by the First Party, Second Party shall be held responsible for structural defects and/or failure of the completed project within the WARRANTY period from final acceptance except those occasioned by post as semi-permanent, five (5) years for building of Type 1, 2 and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing deep wells, rock causeway, pedestrian overpass and other similar semi-permanent structures, in adherence to Section 62.2.3.2b of Rule XIX of the Revised IRR of Republic Act No. 9184.
15. This agreement becomes binding and the valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

MINISTRY OF PUBLIC ORDER AND SAFETY-
BARMM

TULA CONSTRUCTION

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

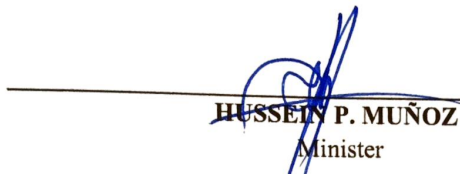
BY:

BY:

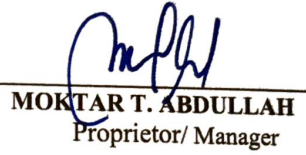
TULA CONSTRUCTION
By:



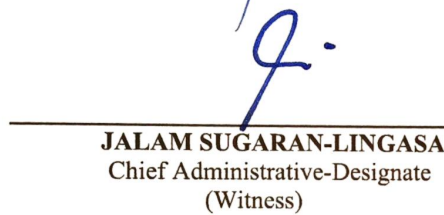
MOKHTAR T. ABDULLAH
Proprietor/General Manager



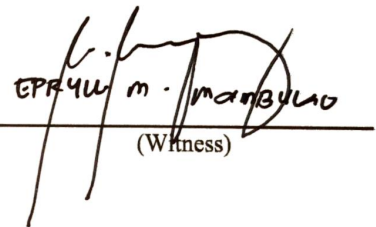
HUSSEIN P. MUÑOZ
Minister



MOKHTAR T. ABDULLAH
Proprietor/ Manager



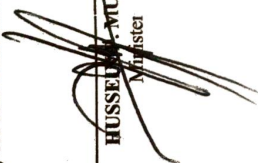
JALAM SUGARAN-LINGASA
Chief Administrative-Designate
(Witness)



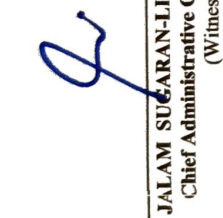
(Witness)

Republic of the Philippines
(Ministry of Public Order and Safety -BARMM)


By:



HUSSEIN P. MUÑOZ
Minister



JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)



(Witness)


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

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Cotabato, personally appeared HUSSEIN P. MUÑOZ, Minister, representing the REPUBLIC OF THE PHILIPPINES Ministry of Public Order and Safety- BARMM, with Residence Certificate No. 14052857 issued on 24 May 2023 at Cotabato City, and MOSLEMIN U. BANSUAN, Proprietor/Manager, representing BANDAR CONSTRUCTION AND SUPPLY with Residence Certificate No. 8145341, issued on 15 Jan 2023 at DOS, Maguindanao, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties s they represented.

This instrument consist of seven (7) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____, 2024.


MHUMAR KWALEEH M. DIMACISIL
Notary Public/RA 83927
Cotabato City and Maguindanao
(Notary Public) 36 Expires on December 31, 2025
IBP OR No. 332185/CY 2024
PTR No. 9970487, Cotabato City, 12 January 2024
MCLE COMPLIANCE No. VIII - 0006667

Doc. No. 163


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Book No. 04


Series of 2024


TULA CONSTRUCTION
By: 

MOKTARI T. ABDULLAH
Proprietor/General Manager


JALAM SUGARAN-LINGASA
Chief Administrative Officer
(Witness)

Republic of the Philippines
(Ministry of Public Order and Safety -BARMM)

By: 
HUSSEIN P. MUNOZ
Minister


EPK 914 M. Hernandez
(Witness)