



SURIGAO DEL SUR STATE UNIVERSITY
Rosario, Tandag, Surigao del Sur
Telefax No. 086-214-2744
Email : sdssu_bac@yahoo.com

Contract no.:2017-16
Contract Name: Construction of the Culture of the Arts Center of SDSSU Cantilan Campus
Location of the Contract: SDSSU-Cantilan, Cantilan, Surigao del Sur

NOTICE TO PROCEED

October 27, 2017

ENGR. MARTIN C. ATAZAN
Proprietor/General Manager
BN Builders and Construction Supplies
District VI, Amontay, Nasipit
Agusan del Norte

Sir:

As the attached Contract Agreement with you for the above-stated Contract has been approved, we hereby instruct you to proceed with the implementation of the said Contract which shall be effective on October 31, 2017.

You shall execute the contract works in accordance with the terms and conditions of the Contract Agreement, including the conditions of Contract, specifications, drawings, Bill of Quantities, and PERT/CPM network diagram.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to us.

Very truly yours,


BACELEDES R. ESTAL, Ph. D.
SUC President II

Conforme:

ENGR. MARTIN C. ATAZAN
Proprietor/General Manager
BN Builders and Construction Supplies

Date _____



Republic of the Philippines
 SURIGAO DEL SUR STATE UNIVERSITY
 Tandag City, Surigao del Sur

Representative
 BN Builders and Construction Supplies
 Witness

PROJECT : Construction of the Culture of the Arts Center SDSSU Cantilan Campus
LOCATION : SDSSU-Cantilan, Cantilan, Surigao del Sur
CONTRACT DURATION: 92 Calendar Days
CONTACT NO : 2017-16

CONTRACT AGREEMENT

ENGR. MARTIN C. ATAZAN
 BN Builders and Construction Supplies
 Proprietor/General Manager

THIS CONTRACT made this 25th day of October, 2017 by and between **SURIGAO DEL SUR STATE UNIVERSITY**, Rosario, Tandag City, Surigao del Sur, represented herein by its SUC President II, **BACELEDES R. ESTAL, Ph. D.** hereinafter referred to as the "Owner" of the one part; and **BN Builders and Construction Supplies**, represented herein by its Proprietor/General Manager, **ENGR. MARTIN ATAZAN** with office address at District VI, Amontay, Nasipit, Agusan del Sur hereinafter referred to as the "Contractor" of the other part;

JUANCHO A. INTANO, Ph. D.
 Campus Director
 SDSSU-Cantilan Campus
 Surigao del Sur State University (SDSSU)
 Witness

WHEREAS, the **Owner** invited bids for certain works stated in above project, and has accepted bids from the Contractor for the execution and completion of such Works in the sum of **One Million Eight Hundred Nine Thousand Three Hundred Nine Pesos & 22/100 (P 1,809,309.22)** hereinafter called "the Contract Price".

NOW THEREFORE, premises considered, the parties hereby agree as follows:

Baceledes R. Estal
 BACELEDES R. ESTAL, Ph. D.
 SUC President II
 Surigao del Sur State University (SDSSU)

1. In this agreement, words and expressions shall have the same meanings as one respectively assigned to them in the Conditions of Contract ;
2. The following documents shall be attached, deemed to form, and be read construed as part of this Contract;
 - A. Owner's Notification Award
 - B. Performance Security
 - C. Bid Form, Program of Works and the Bill of Quantities with Price of the Contractor
 - D. Construction Schedule and S-Curve
 - E. General and Special Conditions of the Contract
 - F. Specifications, Plans and Drawings
 - G. Approved Resolution to Award
3. Contract duration or completion period shall commence on the date of the receipt of the Notice to Proceed by the Contractor, or on the date specified in the Notice to Proceed if a date is specified for the purpose;
4. The amount of liquidated damages (LD) deductible from payments, due to Contractor, shall be one tenth of one percent (0.1%) of the cost of the unperformed portion of the Contract for every day of delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the owner shall rescind this contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the **Contractor** hereby covenants, with the **Owner**,



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SURIGAO DEL SUR STATE UNIVERSITY
Tandag City, Surigao del Sur

to execute and complete such Works and to remedy defects therein in conformity in all respect with the provisions of the Contract;

- 6. The **Owner** hereby covenants to pay the **Contractor** in consideration of the execution and completion of such works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract;
- 7. The Contract Price shall be paid to the Contractor through the Government disbursement procedure subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in accordance with their respective laws on the day and year first above written.

SIGNED, SEALED, AND DELIVERED BY:

Representative
BN Builders and Construction Supplies
Witness

ENGR. MARTIN C. ATAZAN
BN Builders and Construction Supplies
Proprietor/General Manager

JUANCHO A. INTANO, Ph. D.
Campus Director
SDSSU-Cantilan Campus
Surigao del Sur State University (SDSSU)
Witness

Juancho A. Intano
BACLEDES R. ESTAL, Ph. D.
SUC President II
Surigao del Sur State University
OWNER

ENGR. MARTIN C. ATAZAN
Proprietor/General Manager
BN Builders and Construction Supplies
CONTRACTOR

SIGNED IN THE PRESENCE OF:

Baclede R. Estal
BACLEDES R. ESTAL, Ph. D.
SUC President II
Surigao del Sur State University (SDSSU)
Witness

JUANCHO A. INTANO, Ph. D.
Campus Director
SDSSU-Cantilan Campus
Surigao del Sur State University
Owner's Witness

Representative
BN Builders and Construction Supplies
Contractor's Witness



Republic of the Philippines
 SURIGAO DEL SUR STATE UNIVERSITY
 Tandag City, Surigao del Sur

Representative
 BN Builders and Construction Supplies
 Witness

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

ACKNOWLEDGEMENT

ENGR. MARTIN C. ATAZAN
 BN Builders and Construction Supplies
 Proprietor/General Manager

BEFORE ME, as the Notary Public for and within the City of Tandag, personally appeared **DR. BACELEDES R. ESTAL**, University President with Residence Certificate No: 06337882 issued on January 3, 2017 at Bag-Ong Lungsod, Tandag City, Surigao del Sur and **ENGR. MARTIN C. ATAZAN**, Proprietor/General Manager representing and **BN Builders and Construction Supplies** with Residence Certificate No. _____ issued on _____ at _____ 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 they represented.

JUANCHO A. INTANO, Ph. D.
 Court Director
 SPSLU-Camitan Campus
 Surigao del Sur State University (SDSSU)
 Witness

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

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____, 2017 at _____.

BACELEDES R. ESTAL, Ph. D.
 Surigao del Sur State University (SDSSU)

Doc No. _____
 Page No. _____
 Book No. _____
 Series of 2017