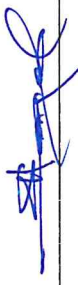


## Contract Agreement

  
VICTORIA T. HAGAD  
WILAN BUILDERS DEVELOPMENT  
CORPORATION


**THIS AGREEMENT** is made and entered into 16<sup>th</sup> day of January 2024 between **PHILIPPINE COUNCIL FOR HEALTH RESEARCH AND DEVELOPMENT**, a government agency with principal office located at the DOST Compound, Bicutan, Taguig City, represented herein by its **Executive Director, DR. JAIME C. MONTOYA** (hereinafter called "**DOST-PCHRD**") of the one part and **WILAN BUILDERS DEVELOPMENT CORPORATION**, a private corporation created and existing under the laws of the Philippines with office address located at 230 15<sup>th</sup> Avenue, Socorro, Quezon City represented herein by its **Authorized Representative, MS. VICTORIA T. HAGAD** (hereinafter called the "**CONTRACTOR**") of the other part:

**WHEREAS**, the Bids and Awards Committee (BAC) resolution no. 001-24 dated 04 January 2024, the BAC resolved to declare and award the contract to the **CONTRACTOR** as the Lowest Calculated and Responsive Bidder.

**WHEREAS**, the **DOST-PCHRD** is desirous that the **CONTRACTOR** execute **Labor, Supplies, and Materials for the Improvement / Rehabilitation of PCHRD Saliksik Building Electrical System / PCHRD – PB – 2023 – 03 (EPA)** (hereinafter called "**the Works**") and the **DOST-PCHRD** has accepted the Bid for **Six Million Three Hundred Eighteen Thousand Eight Hundred Seventy Eight and 68/100 Pesos (PhP 6,318,878.68)** 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 hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - (a) Philippine Bidding Documents (PBDs);
    - i. General and Special Conditions of Contract;
    - ii. Drawings/Plan;
    - iii. Specifications;
    - iv. Bill of Quantities;
    - v. Invitation to Bid;
    - vi. Instructions to Bidders;
    - vii. Bid Data Sheet;
    - viii. Supplemental or Bud Bulletins, if any;
  - (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - (c) 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;
  - (d) Performance Security;
  - (e) Notice of Award of Contract and the Bidder's conforme thereto; and

  
JAIME C. MONTOYA, MD, MSc, PhD, CESO II  
DOST-PCHRD

- (f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Six Million Three Hundred Eighteen Thousand Eight Hundred Seventy Eight and 68/100 Pesos (Php 6,318,878.68)** or such other sums as may be ascertained, **WILAN BUILDERS DEVELOPMENT CORPORATION** agrees to execute and complete the Works and remedy any defects therein in accordance with its Bid to the **DOST-PCHRD** in accordance with its Bid.
4. The **DOST-PCHRD** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the Works with the duration of **One Hundred Sixty-Five (165) Calendar Days from receipt of Notice to Proceed**.
5. In case the **CONTRACTOR** refuses or fails to satisfactorily complete the Works stipulated herein within the specified contract time, plus any time extension duly granted, and is hereby in default under the contract, the **CONTRACTOR** shall pay **DOST-PCHRD** liquidated damages for each calendar days of delay, in an amount to be determined and paid in accordance with Implementing Rules and Regulations (IRR) of R.A. 9184.
6. The implementation of this agreement is further governed by the Contract Implementation Guidelines for Procurement of Infrastructure Projects stated in the Guidelines for Procurement of Infrastructure Projects issued by the Government Procurement Policy Board (GPPB) of the IRR of R.A. 9184 as well as such other laws and issuances applicable to this agreement.
7. The **DOST-PCHRD** agrees to pay the above-mentioned sum in accordance with the terms of the bidding.

IN WITNESS whereof the parties thereto 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.

**PHILIPPINE COUNCIL FOR HEALTH  
RESEARCH AND DEVELOPMENT**

By:   
**JAIME C. MONTOYA, MD, MSc, PhD, CESO II**  
Executive Director III

**WILAN BUILDERS DEVELOPMENT  
CORPORATION**

By:   
**VICTORIA T. HAGAD**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

  
**MICHELLE V. ATIENZA**  
Division Chief, FAD

**CERTIFIED FUNDS AVAILABLE**

  
**JESSAMYN M. BUCLATIN**  
Accountant III

2024-01-0040

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF \_\_\_\_\_ ) S.S  
MUNICIPALITY OF TAGUIG CITY )

BEFORE ME, a Notary Public for and in TAGUIG CITY City,  
Philippines, this \_\_\_\_\_ day of JAN 23 2024, 2024, personally:

Name	Govt. Issued ID	Issued at/on and place of issue
JAIME C. MONTOYA	PCHRD ID # JCM-P05-12033	PCHRD, Taguig City
VICTORIA T. HAGAD	<u>DL-# 104-87-056216</u>	<u>QUEZON CITY</u>

To me known to be the same persons who executed the foregoing instruments and acknowledge to me that the same is their free and voluntary act and deed and that of the corporation/entity that respectively represent.

The foregoing instrument refers to a Contract of Service for PCHRD consisting of three (3) pages including this page on which this acknowledgement is written, and the same signed by the parties hereof and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND NOTORIAL SEAL** this JAN 23 2024 day of \_\_\_\_\_, 2024 at the City of TAGUIG CITY.

Notary Public

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Book No. XXIV  
Series of 2024

**RACHEL VINAYA W. COPANUT-PANGWI**  
NOTARY PUBLIC UNTIL Dec. 31, 2025/TAGUIG CITY  
Not. Com. Appt. No. 29 (2024-2025)  
2/F, Pacura Bldg. 427 MLO. St., Lower Bicutan, Taguig City  
PTR No. A-6089421/1-3-2024, Taguig City  
IBP O.R. No. 327805-12/13/2023, RSM  
MCLE Comp. No. VII-0007104/11-22-2021  
ROLL No. 61627