

Contract Form

CONTRACT FOR CONSTRUCTION OF UNIVERSITY GYMNASIUM AND CULTURAL CENTER PHASE II

This CONTRACT executed on the _____ day of AUG 30 2026 by and between:

Caraga State University, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

YPC Construction a company duly organized and existing under the laws of Republic of the Philippines, with principal office at Purok-8 Ambago, Butuan City, hereinafter called "the Supplier/Contractor/Consultant".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly to complete the development of a climate-resilient, modern, and multifunctional facility that will serve students, faculty, staff, and other stakeholders.

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Twenty-Three Million Two Hundred Eighty-Nine Thousand Six Hundred Eighty-One Pesos and 49/100 (P23,289,681.49)**, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:

a. Philippine Bidding Documents (PBD);

• *For Procurement of Infrastructure Projects*

- i. Drawings/Plans;
- ii. Scope of Work;
- iii. Invitation to Bid;
- iv. Instructions to Bidders;
- v. Bid Data Sheet;
- vi. 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;
- vii. Bill of Quantities;

REDACTED

JENELENE B. YU
Office Staff
YPC Construction

REDACTED

PAUL CHRISTIAN T. YU
Proprietor
YPC Construction

REDACTED

MICHELLE V. JAPITANA, D.Eng.
VPEO / Chairperson, Bids and Awards Committee

REDACTED

ROLYN C. DAGUIL, Ph.D.
University President

- viii. General and Special Conditions of Contract;
- ix. Supplemental Bid Bulletins, if any; and
- x. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **Twenty-Three Million Two Hundred Eighty-Nine Thousand Six Hundred Eighty-One Pesos and 49/100 (P23,289,681.49)**, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the **Construction of University Gymnasium and Cultural Center Phase II** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The **Caraga State University** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

REDACTED

JENELENE D. ON
Office Staff
YPC Construction

REDACTED

PAUL CHRISTIAN T. YU
Proprietor
YPC Construction

REDACTED

MICHELLE V. CAPITANA, D.Eng.
VPEO / Chairperson, Bids and Awards Committee

REDACTED

ROLYN C. DAGUIL, Ph.D.
University President

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

For the Procuring Entity
Head of Procuring Entity or Duly Authorized Representative

REDACTED

ROLYN C. DAGUIL, Ph.D.
University President
Date: _____

For the Bidder
Duly authorized to sign the Contract for and behalf of YPC Construction

REDACTED

PAUL CHRISTIAN T. YU
Proprietor
Date: _____

Signed in the presence of:

REDACTED

MICHELLE V. JAPITANA, D.Eng.
Chairperson, Bids and Awards Committee
Witness – Procuring Entity

REDACTED

JENELLE D. DY
Office Staff
Witness

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the BUTUAN CITY, City/Province of AUG 30 2026, this _____ day of _____, 20____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of _____

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JESUS MARIA JAMES L. BRINGAS
Notary Public Roll No. 43439
Tax Identification no. 019126
PTR No. 2927972/01-05-26
MCLE VIII-0015909
Serial No. 52-12-2024 until December 31, 2026
Pili Drive Ext., Brgy. Dagohoy, Butuan City