



PROJECT: Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium)

CONTRACT NO: 25-01-0012

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FEB 04 2025

THIS AGREEMENT, made this _____ day of _____, 2025 between the PHILIPPINE NORMAL UNIVERSITY (PNU) represented herein by its President **Dr. BERT J. TUGA**, with Office address at PNU, Taft Avenue, City of Manila, hereinafter called the “ENTITY” and **CALOOCY CONSTRUCTION** represented by its President/Owner, **Mr. ROMEO G. CALOOCY JR.**, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at 119 General Ordonez Street, Marikina Heights, Marikina City, Metro Manila, hereinafter called the “CONTRACTOR”.

WHEREAS, PNU seeks to continuously improve its service to stakeholders, and one way of achieving this is to renovate the existing facilities;

WHEREAS, the Facilities Management and Sustainability Office (FMSO) has determined the need for the Repair and Improvement of various facilities, specifically the BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium;

WHEREAS, by carefully selecting and utilizing good venues, the University can elevate their events and create lasting impressions on attendees, fostering a strong sense of community and enhancing the overall experience; and

WHEREAS, the Entity is desirous that the Contractor execute **Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium) (CW 2024-11-153)** hereinafter called the “WORKS” and the Entity has accepted the Bid for **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (₱ 7,965,607.23)** 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 part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications,
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - (b) Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

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;

- (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 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 **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (P 7,965,607.23)** or such other sums as may be ascertained, **Calooy Construction** agrees to **Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium)** in accordance with his/her/its Bid.
4. The **Philippine Normal University** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

WHEREAS, the **CONTRACTOR** has offered his services to **ENTITY** and the latter is willing to accept the services of the former under such terms and conditions prescribed under this contract.

WHEREAS, the following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effect, the rights and obligations of the parties as if the documents were set forth in full, except as otherwise modified by mutual agreement in writing of both parties, to wit;

- Annex "A" Settlement of Disputes
- Annex "B" Termination of Contracts

This Agreement becomes binding and valid upon approval by the proper authorities.

JESSEMEL P. CALOOCY
WITNESS

ROMEO G. CALOOCY JR.
CONTRACTOR

LORDINIO A. VERGARA
VPFA


BERT S. TUGA
PRESIDENT



IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


CALOORY CONSTRUCTION


ROMEO G. CALOORY JR.
President/Owner

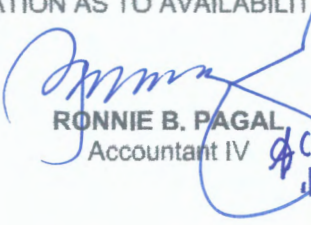

JESSE MEL P. CALOORY
Head Finance
Witness

**REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY**


BERT J. YUGA
President


LORDINIO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS


RONNIE B. PAGAL
Accountant IV

*of (164)
12/24/25*



REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

ACKNOWLEDGEMENT

FEB 04 2025

BEFORE ME, a Notary Public this _____ day of _____ 2025 at the City of Manila, personally appeared:

- Name
1. BERT J. TUGA
2. ROMEO G. CALOY JR.

Gov't. ID No./CTC Issued On/At
PC 7126 JS D 2018, 2019 Manila
SA 33-490147-8 Mx GC

Known to me and to me known to be the same persons who executed the CONTRACT together with the ANNEXES consisting of seven (7) pages including this page of acknowledgement and they acknowledged to me that the same is their free and voluntary act and deed, as well as the free act and deed of the entities they represent respectively.

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

NOTARY PUBLIC
Until 31 December 2025
PTR No. _____

Doc No. 66
Page No. 7
Book No. 11
Series of 2025

my
ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila- Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila
I.S.P. NO. 488207- Dec. 27, 2024 for the year 2025
PTR. NO. 2041441- Jan. 2, 2025 at Manila
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88314



ANNEX A: SETTLEMENT OF DISPUTES


Arbitration


If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Appeals

The arbitral award and any decision rendered in accordance with the foregoing Section shall be appealable by way of a petition for review to the Court of Appeals. The petition shall raise pure questions of law and shall be governed by the Rules of Court.


JESSE MEL P. CALOOLY
WITNESS


ROMEO G. CALOOLY JR.
CONTRACTOR


LORDINIO A. VERGARA
VPFA


BERT J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUND FORS FOR TERMINATION OF CONTRACTS

A. Termination for Default

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
 - i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - v. sub-lets any part of the contract works without approval by the Procuring Entity.

B. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

C. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier/Contractor/Consultant.



D. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by Contractor/Consultant

The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

JESSEMIEL P. CALOOCY
WITNESS

ROMEO G. CALOOCY JR.
CONTRACTOR

LORDINIO A. VERGARA
VPEA

BERT J. TUGA
PRESIDENT



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE TO PROCEED

Mr. ROMEO G. CALOoy JR.

Calooy Construction

119 General Ordonez Street, Marikina Heights,

Marikina City, Metro Manila

942-4512 / 0917-1175500

calooyconstruction@gmail.com


Dear Mr. Calooy:

The attached Contract having been approved, notice is hereby given to **Calooy Construction** that work may commence for the project: **Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium)** effective after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

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 the Chair, Bids and Awards Committee.

Very truly yours,
By Authority of the Board of Regents


BERT J. TUGA
President

I acknowledge receipt of this Notice on (date of receipt) Feb 5 2025

Name of the Representative of the Bidder: John Romeo P. Calooy III

Authorized Signature: 



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE OF AWARD

January 16, 2025

Mr. ROMEO G. CALOORY JR.

Calooy Construction

119 General Ordonez Street, Marikina Heights,

Marikina City, Metro Manila

942-4512 / 0917-1175500

calooyconstruction@gmail.com

Dear Mr. Calooy:

We are pleased to inform you that based on the findings of the Bids and Awards Committee, the contract for the **Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium)** is hereby awarded to **Calooy Construction** pursuant of BAC Resolution No. **CW 2024-11-153c** dated **January 15, 2025**.

Thus, notice is hereby given that the contract for the procurement of the project will be awarded to **Calooy Construction** in the total amount of **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (₱ 7,965,607.23)**, subject to submission within ten (10) calendar days from receipt hereof a Performance Security, valid until the issuance of the Certificate of Acceptance, in any of the following forms:


- a. Cash or cashier's manager's check issued by a universal or commercial bank or bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank; provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank equivalent to ten percent (10%) of the total contract price (₱ 796,560.72); or
- b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price (₱ 2,389,682.17).

as provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to provide the performance security shall constitute ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

By Authority of the Board of Regents:


BERT J. TUGA
President

Conforme:


Name of Authorized Representative

1 - 30 - 25

Date



**BAC Resolution Declaring the Lowest Calculated and Responsive Bidder and
Recommending Approval**

Resolution No. CW 2024-11-153c

WHEREAS, the Philippine Normal University, in compliance with RA 9184, posted/advertised the Invitation to Bid for the **Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium)** on November 29-December 18, 2024 in PhilGEPS, PNU BAC Bulletin Board and PNU Website with an approved budget of **Eight Million Forty-Six Thousand Sixty-Nine pesos and 80/100 only (Php 8,046,069.80)** for the contract;

WHEREAS, a **Pre-Bid Conference** was conducted last **6 December 2024 (Friday)** at the Pedro T. Orata Hall (Room 103), wherein no interested contractors attended the Conference;

WHEREAS, the Regular Bids and Awards Committee (BAC) has scheduled and conducted the **Opening of Bids on 18 December 2024 (Wednesday)** at 9:30 AM held at the Pedro T. Orata Hall (Room 103);

WHEREAS, during the scheduled Opening of Bids, two (2) contractors bought the Official Bid Documents, and submitted Bid, namely: **Calooy Construction and Guiland Construction and Trading**;

WHEREAS, the summary of the Opening of Financial Bids are as follows:

ITEM	Bidder/s	Bid Amount	Remarks
I Lot - Repair and Improvement of Various Facilities (BPS Auditorium, Amphitheater, Dagot Hall AV Theater, and HRD Auditorium) (ABC: (P 8,046,069.80)	Calooy Construction	7,965,609.10	Eligible
	Guiland Construction and Trading	8,006,693.95	Eligible

WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Calooy Construction** complied and satisfied all the requirements specified in Section VI. Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, **Calooy Construction’s** Financial Bid amounting to **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (P 7,965,607.23)** with an equivalent of 1.00% (**P 80,462.57**) variance from the ABC was then declared as the Lowest Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;

WHEREAS, on **14 January 2025 (Tuesday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Calooy Construction**, and was found to have complied with all the requirements and conditions specified in the bidding documents and have passed the post qualification after having verified, validated and ascertained its bid documents;



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

WHEREAS, upon careful examination, verification and validation of the eligibility, technical and financial requirements submitted by **Calooy Construction**, its bid of **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (P 7,965,607.23)** was found to be responsive; and

NOW, THEREFORE, WE, the Members of the Regular Bids and Awards Committee do hereby **RESOLVE** as it is hereby **RESOLVED**:

- a. That **Calooy Construction** be declared as the Lowest Calculated Responsive Bid in consideration of its total amount of Bid equal to **Seven Million Nine Hundred Sixty-Five Thousand Six Hundred Seven pesos and 23/100 only (P 7,965,607.23)**;
- b. That we, the members of the Bids & Awards Committee (BAC), as per PNU Special Order No. 281, Series of 2024 dated 31 July 2024, recommends to the Head of the Procuring Entity (HoPE) to award the Contract as detailed in this BAC Resolution; and
- c. That, a **Notice of Award (NOA)** be issued to **Calooy Construction**, upon adoption and approval of this BAC Resolution.

RESOLVED, during the Regular Meeting held on January 15, 2025, virtually via Zoom application.

BIDS AND AWARDS COMMITTEE

Resolution No CW 2024-11-153c

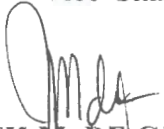

DENMARK L. YONSON
Chair


HELEN ALADIVINCULA
Member


JENNY C. MALITAO
Vice-Chair



FLORENCE A. ALLEJOS
Member


JAMES V. BAILON
Member


JENITH M. DE GUZMAN
Member


JOHN D. TADEJA JR.
Member


JOHN P. NATIVIDAD
End-User


MARK ANTHONY Q. AMUL
Technical Representative

APPROVED


BERT J. TUGA
University President