

**CONTRACT**

(Philippine Rural Development Project)

PRDP SUPROJECT – REHABILITATION OF SONLON – CAMANSA FMR, I.D NO.  
PRDP-IB-RO11-DDN-011-000-000-2015-AF

*KNOW ALL MEN BY THESE PRESENTS:*

This Agreement, is made and entered into this day of 20 MAY 2019, 2019 at Tagum City, Davao del Norte, Philippines, between:

**PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE**, a Local Government Unit duly organized and existing under the laws of the Republic of the Philippines with office address at Capitol Bldg., Government Center, Mankilam, Tagum City, Davao del Norte, represented by the Head of the Procuring Entity, Honorable Governor **ANTONIO RAFAEL G. DEL ROSARIO**, hereinafter referred to as the *PROCURING ENTITY*;

-and-

By virtue of the Joint Venture Agreement between **THREE W BUILDERS, INC.**, a registered construction firm under the Securities and Exchange Commission with Certificate No. 118780 with address at 5 Honoria Sison Street, Heritage Homes, BF Resort Village, Las Piñas City, Manila, duly represented by its Manager **VICTORIANO L. ADA**, and **DAVAO ROCK MIXER ENTERPRISES**, a registered construction firm with DTI Certificate with No. 3058043 with address at 27 Lacson Street, Barrio Obrero, Davao City, duly represented by its Proprietor **ALEJANDRO B. ADAPTAR**, hereinafter referred to as the *CONTRACTORS*.


**WITNESSETH THAT:**

**WHEREAS**, the Procuring Entity is a local government unit mandated to provide infrastructure facilities intended to service the needs of the residents of the province and which are funded out of provincial funds including, but not limited to, provincial roads and bridges; inter-municipal waterworks, drainage, and other similar facilities;

**WHEREAS**, the Procuring Entity is a recipient of the World Bank (WB) loan grant through Philippine Rural Development Project (PRDP) for PRDP SUBPROJECT – REHABILITATION OF SONLON – CAMANSA FMR, I.D NO. PRDP-IB-RO11-DDN-011-000-000-2015-AF;

**WHEREAS**, upon the opening of competitive bidding and after bid evaluation among contractor bidders who are interested to participate and willing to assume the afore-cited rehabilitation project, the Contractor has been found to be the Lowest Calculated Responsive Bid (LCRB) by the Bids and Awards Committee (BAC) of Davao del Norte;

**WHEREAS**, the Procuring Entity is desirous that the Contractor executes REHABILITATION OF SONLON – CAMANSA FMR with Estimated Project Cost (EPC) of **Two Hundred One Million Forty Three Thousand Pesos (Php201,043,000.00)** under PRDP Subproject Number: PRDP-IB-RO11-DDN-011-



000-000-2015-AF hereinafter called the "**Works**", and the former has accepted the bid of the Contractor in the amount of **Two Hundred Fifteen Million One Hundred Twenty Five Thousand Fifteen Pesos and 81/100 (Php 215, 125,015.81)** for the execution and completion of such works.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agreed, as by these presents, do hereby agree to be bound by the following terms and conditions, to wit:

### I. CONTRACT

This contract is an infrastructure project between the **PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE** and **THREE W BUILDERS, INC./ DAVAO ROCK MIXER ENTERPRISES** with approved Project pursuant to PRDP Subproject Number: PRDP-IB-RO11-DDN-011-000-000-2015-AF, hereinafter called the "*Infrastructure Project*".

The Project consists of the PRDP SUPROJECT - REHABILITATION OF SONLON - CAMANSA FMR, I.D NO. PRDP-IB-RO11-DDN-011-000-000-2015-AF.

Partial payment based on progress billing shall be the mode of payment. However, advance payment may be allowed upon formal request and approval of the other party in an amount not exceeding fifteen percent (15%) of the total contract price. But no release of final payment can be made unless and until the project has been completed, inspected and accepted by the Procuring Entity to its full satisfaction.

### II. DURATION

The intended completion date is **FIVE HUNDRED EIGHTY FOUR (584) CALENDAR DAYS** from the time the Notice to Proceed was issued by the Procuring Entity and received/acknowledged by the *Contractor*.

### III. CONTRACT PRICE

The **Estimated Project Cost (EPC)** for this project is Estimated Project Cost (EPC) of **Two Hundred One Million Forty Three Thousand Pesos (Php201,043,000.00)**. The Contractor submitted a bid quotation of **Two Hundred Fifteen Million One Hundred Twenty Five Thousand Fifteen Pesos and 81/100 (Php 215, 125,015.81)**.

### IV. GENERAL TERMS AND CONDITIONS

1. In this Contract, 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 shall be attached, deemed to form, and be read and construed as integral part of this contract, to wit:
  - a. General and Special Conditions of Contract;
  - b. Drawings/Plans;
  - c. Specifications;
  - d. Invitation to Apply for Eligibility and to Bid;
  - e. Instructions to Bidders;



- f. Bid Data Sheet;
  - g. Addenda and/or Supplemental/Bid Bulletins, if any;
  - h. Bid Form including all the documents/statements contained in the Bidder's bidding envelopes, as Annexes;
  - i. Eligibility requirements, documents and/or statements;
  - j. Performance Security;
  - k. Credit line issued by a licensed bank, if any;
  - l. Notice of Award of Contract and the Bidder's conforme' thereto;
  - m. Other contract documents that may be required by existing laws and/or the Entity such as, 1.) Environmental Management Plan (EMP), 2.) Environmental Clearance Certificate (ECC)/Certificate of Non-Coverage (CNC).
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects wherein, the Contract price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

**IN WITNESS WHEREOF**, the parties hereunto affix their signatures this \_\_\_\_\_ day 20 MAY 2019 in DAVAO CITY, Davao del Norte, Philippines.

**PROVINCIAL GOVERNMENT  
OF DAVAO DEL NORTE**

*Procuring Entity*

Represented by:

  
**ANTONIO/RAFAEL G. DEL ROSARIO**  
Governor

**THREE W BUILDERS, INC./  
DAVAO ROCK MIXER  
ENTERPRISES**  
*Contractor*

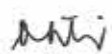
Represented by:

  
**VICTORIANO L. ADA**  
Three W Builders, Inc.

  
**ALEJANDRO B. ADAPTAR**  
Davao Rock Mixer Enterprises

**SIGNED IN THE PRESENCE OF:**

  
**SAMSON J. SANCHEZ, MPA, CSEE** and  
Provincial Administrator

  
AUREA M. ARNEN

**ACKNOWLEDGMENT**

Republic of the Philippines.....)  
Province of Davao del Norte...)  
City of Taguig **DAVAO CITY**  
X-----X

**BEFORE ME**, a Notary Public in the City of Tagum, Province of Davao del Norte, personally appeared:

**DAVAO CITY**

	<u>Proof of Identity</u>	<u>Date</u>	<u>Place Issued</u>
ANTONIO RAFAEL G. DEL ROSARIO	10# 1458	7/1/16	PSO-DON
VICTORIANO L. ADA			
ALEJANDRO B. ADAPTAR			

known to me to be the same persons who executed this Agreement and they acknowledged to me that the same is their free act and deed for and in behalf of the parties they represent.

This instrument consist of three (3) pages including this page wherein this acknowledgement is written and duly signed by the parties and their respective instrumental witnesses on the left portion of each and every page hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and Notarial Seal this \_\_\_ day of 20 MAY 2019, 2019 at Tagum City, Davao del Norte, Philippines.

Doc. No. 57;  
Page No. 10x;  
Book No. VI;  
Series of 2019.

  
**RYAN ERIK C. SANTIAGO**  
 Notary Public  
 Comm. Serial No. 2019-0043-2020  
 Until 31 December 2020  
 Roll of Attorneys No. 58867  
 PTR No. 1479022 • 12/05/18 (2019) • DC  
 IBP No. 058069 • 10/22/18 (2019) • DC  
 TIN No. 409-994-796  
 MCLE Compliance No. VI-0009804  
 47-M, Gen. Malvar St., Davao City

