

# CONTRACT

(1 LOT CONTRACT PACKAGE: EQUIPMENT, LABOR, AND MATERIALS FOR THE IMPROVEMENT OF MADGAO ECO TOURISM PARK AT SAGAYEN, ASUNCION, DAVAO DEL NORTE)

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KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this \_\_\_\_ day of OCT 21 2021, 2021 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, Barangay Mankilam, Tagum City, Davao del Norte, represented by the Head of the Procuring Entity, Honorable Governor **EDWIN I. JUBAHIB**, hereinafter referred to as the **PROCURING ENTITY**;

**-AND-**

**DIGOS CONSTRAK CORPORATION**, a registered construction firm under the Securities and Exchange Commission with Certificate No. CS201229691, dated 18-May-2012, with business address at DCC Building, Purok Nangka, Lapu-Lapu Extension, Brgy. San Miguel, Digos City, Davao del Sur, duly represented by its President/CEO, **ROBERTO M. SEVILLENO**, hereinafter referred to as the **CONTRACTOR**.

## WITNESSETH THAT:

**WHEREAS**, the Procuring Entity is a local government unit mandated to provide infrastructure facilities to service the needs of the residents of the province and which 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 through **Supplemental Budget No. 1 CY 2021**, intends to apply the sum of **FIVE MILLION TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE PESOS (PHP 5,224,845.00)** being the Approved Budget for the Contract (ABC) for the **1 LOT CONTRACT PACKAGE: EQUIPMENT, LABOR, AND MATERIALS FOR THE IMPROVEMENT OF MADGAO ECO TOURISM PARK AT SAGAYEN, ASUNCION, DAVAO DEL NORTE** by virtue of the **Purchase Request No. 2105-2938**, the bidding was conducted for the purpose through Infrastructure Project Agreement governed by Republic Act 9184 otherwise known as "The Government Procurement Reform Act";

**WHEREAS**, upon the opening of competitive bidding and after proper evaluation of the criteria and standards set forth by law, the Bids and Awards Committee (BAC) through **BAC Resolution No. 292, series of 2021**, resolved to declare the Contractor as the Single Calculated and Responsive Bidder to undertake the afore-cited Infrastructure Project;

**WHEREAS**, the Contractor has been in the business of conducting construction, rehabilitation, improvements of buildings, bridges and other infrastructure projects in different areas of the country particularly in Mindanao area including rural construction facilities;

**WHEREAS**, the Contractor is willing to undertake and implement the project in the manner provided under this contract, existing laws and/or upon the request by the Procuring Entity.

**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 agreement is an infrastructure project between the **PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE** and **DIGOS CONSTRAK CORPORATION** with approved project pursuant to **Purchase Request No. 2105-2938**, hereinafter called the "Infrastructure Project".

The project consists of **1 LOT CONTRACT PACKAGE: EQUIPMENT, LABOR, AND MATERIALS FOR THE IMPROVEMENT OF MADGAO ECO TOURISM PARK AT SAGAYEN, ASUNCION, DAVAO DEL NORTE.**

Payment shall be made **through progress billing**. However, there shall be no release of final payment unless and until the project has been completed, inspected, accepted and duly certified by the Procuring Entity to its final satisfaction.

### **II-DURATION**

The intended work duration is **ONE HUNDRED FIFTEEN (115) 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 Provincial Government of Davao del Norte has an Approved Budget of the Contract (ABC) of **FIVE MILLION TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE PESOS (PHP 5,224,845.00)**. The Contractor submitted a bid quotation of **FIVE MILLION ONE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE PESOS AND FIFTY-SIX CENTAVOS (PHP 5,194,755.56)**.

### **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 General and Special Conditions of the Contract. Whatever conflicts as to the provisions of the contract, the Special Conditions of the Contract shall prevail;
2. The Project bidding documents (Annex as "A") shall be attached, deemed to form as integral part of this contract, and be read and construed substantially in the following order as stated below:
  - I. Invitation Bid;
  - II. Instruction to Bidders;
  - III. Bid Data Sheet;
  - IV. General Conditions of Contract;
  - V. Special Conditions of Contract;
  - VI. Specifications;
  - VII. Drawings;
  - VIII. Bill of Quantities;
  - IX. Bidding Forms;
  - X. Sample Forms;
  - XI. Checklist of Eligibility and Technical Requirements;
  - XII. Sealing and Marking of Bids
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 above-described Infrastructure Project

and remedy any defects therein in conformity with the provisions of this contract in all respects;

4. The contractor shall assume full responsibility for the contract work from the time project construction commenced up to a reasonable period taking into consideration the scale and coverage of the project from its final acceptance by the Procuring Entity. Provided further, that the contractor shall undertake the repair works, at his own expense, of any defect or damage to the infrastructure projects on account of the use of materials of inferior quality within ninety (90) days from the time the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the government shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand. *(Section 62- Warranty of Republic Act 9184 as further defined in the Revised Implementing Rules and Regulations).*
5. The 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.
6. Any cause of action arising from this Contract shall be mediated first before the Arbiter which is the Construction Industry Arbitration Commission located at 4<sup>th</sup> Floor, Jupiter Building, No. 56 Jupiter St., Bel-Air, Makati City. Should arbitration fail, the cause of action shall be exclusively filed with the appropriate court in Tagum City, Davao del Norte.

**IN WITNESS WHEREOF**, the parties hereunto affix their signatures this \_\_\_ day of OCT 21 2021 2021, in Tagum City, Davao del Norte, Philippines.

**PROVINCIAL GOVERNMENT OF  
DAVAO DEL NORTE**

*Procuring Entity*

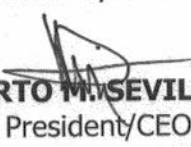
Represented by:

  
**EDWIN I. JUBAHIB**  
Governor

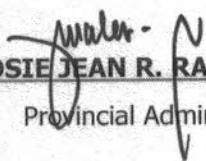
**DIGOS CONSTRAK CORPORATION**

*Contractor*

Represented by:

  
**ROBERTO M. SEVILLEN**  
President/CEO

Signed in the presence of:

  
**ENGR. JOSIE JEAN R. RABANOZ, MPA, EnP**

and

Provincial Administrator



**ACKNOWLEDGMENT**

Republic of the Philippines...)  
Province of Davao del Norte.)Sc.  
City of Tagum.....)  
x----- x

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

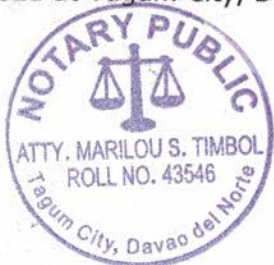
	<b>Proofs of Identity</b>	<b>Date Issued</b>	<b>Place Issued</b>
<b>EDWIN I. JUBAHIB</b>	_____	_____	_____
<b>ROBERTO M. SEVILLENO</b>	CR # <u>2204-5869</u>	<u>01-13-2021</u>	<u>DIGBY CITY</u>

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 consists of four (4) 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 OCT 21 2021 2021 at Tagum City, Davao del Norte, Philippines.

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Page No. 61 ;  
Book No. 27 ;  
Series of 2021.



**ATTY. MARILOU S. TIMBOL**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR No. 2711120; 01-04-21; T.C.  
Rol No. 43546 TIN. 918-139-248  
IBP OR No. 102533; 01-04-2021; MANILA  
MCLE COMPLIANCE NO. VI-001234; 11-21-18

*[Handwritten signature]*