

CONTRACT

(Community-Based Road Maintenance Contract of 11DAN034 KM. 15 KIPALILI-NEW LOON)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 28 day of JULY 2020, 2020 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-

KIPALILI FARMERS ASSOCIATION, a registered workers' association under the Department of Labor and Employment with Registration No. R1102-1102-WA-006 and business address at Kipalili, San Isidro, Davao del Norte, duly represented by its Chairperson, **EDUARDO S. CERCADO**, 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, pursuant to Section 53.12 of IRR of RA 9184 and GPPB Resolution No. 03-2013 dated January 21, 2013, it recognize the Community Participation and authorize the Procuring Entity to grant the rural community-based contractors in the procurement of goods and services and simple infrastructure projects through negotiated agreement particularly the rural road maintenance in some areas of the Province of Davao del Norte;

WHEREAS, the Procuring Entity under **General Fund CY 2020**, intends to apply the sum of **TWO HUNDRED NINETY-SIX THOUSAND SIX HUNDRED SIXTY-TWO PESOS AND ELEVEN CENTAVOS (PHP 296,662.11)** being the Approved Budget for the Contract (ABC) for the Contract – Community Based Road Maintenance Contracting (CBRMC) and the bidding was conducted for the purpose of maintaining various Provincial Roads and Bridges – **11DAN034 KM. 15 KIPALILI-NEW LOON**, governed by Republic Act 9184 otherwise known as "The Government Procurement Reform Act";

WHEREAS, upon the opening of negotiated procurement and after proper evaluation of the criteria and standards set forth by law, the Bids and Awards Committee (BAC) through **BAC Resolution No. 100, series of 2020**, resolved to declare the Contractor as the Single Calculated and Responsive Bidder to undertake the afore-cited Project;

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.

[Handwritten signatures and initials on the left margin]

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 **KIPALILI FARMERS ASSOCIATION** with approved project pursuant to **PR No. 19125340**, hereinafter called the "Community-Based Road Maintenance Contract".

The project consists of Contract – Community Based Road Maintenance Contracting (CBRMC) for the maintenance of various Provincial Roads and Bridges – **11DAN034 KM. 15 KIPALILI-NEW LOON.**

Progress billing will be made within the quarter.

II-DURATION

The intended project should be done **within four (4) quarters** 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 **TWO HUNDRED NINETY-SIX THOUSAND SIX HUNDRED SIXTY-TWO PESOS AND ELEVEN CENTAVOS (PHP 296,662.11)**. The Contractor submitted a bid quotation of **TWO HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FORTY PESOS (PHP 296,240.00)** based on the **Purchase Order No. 2020031371**.

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. Bidding Forms;
 - VIII. Sample Forms;
 - IX. Checklist of Eligibility and Technical Requirements;
 - X. 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 road maintenance

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. 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(b) – 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 time and in the manner prescribed by this Contract.

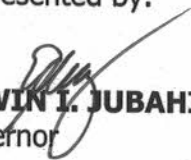
IN WITNESS WHEREOF, the parties hereunto affix their signatures this ____ day of _____, 2020 in Tagum City, Davao del Norte, Philippines.

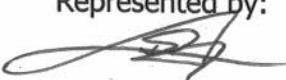
**PROVINCIAL GOVERNMENT
OF DAVAO DEL NORTE**
Procuring Entity

KIPALILI FARMERS ASSOCIATION
Contractor

Represented by:

Represented by:



EDWIN I. JUBAHIB
Governor


EDUARDO S. CERCADO
Chairperson

Signed in the presence of:


ENGR. JOSIE JEAN R. RABANOZ, MPA, ENP
Provincial Administrator

and


CERLAPO, JONAS J.

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:

| | Proofs of Identity | Date Issued | Place Issued |
|---------------------------|---------------------------|--------------------|---------------------|
| EDWIN I. JUBAHIB | _____ | _____ | _____ |
| EDUARDO S. CERCADO | _____ | _____ | _____ |

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 28 of JUL 2020, 2020 at Tagum City, Davao del Norte, Philippines.

Doc. No. 702 ;
Page No. 61 ;
Book No. 22 ;
Series of 2020.



TIRSO S. LASAY, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
PTR No. 2711056 • 02 JANUARY 2021
IBP No. ON PROCESS • 12 DECEMBER 2019
NC No. 787 • 16 JANUARY 2019
2ND FLOOR, S & M YAMAS BUILDING,
RIZAL AND OSMENA STREETS, TAGUM CITY