

CONTRACT

(Community-Based Road Maintenance Contract of 11DAN128 PRK APITONG UPPER BALISONG DALISAY (ADD 1))

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this APR 23 of 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-

LUNGA-OG TRIBAL ASSOCIATION, a registered worker's association under the Department of Labor and Employment with Registration No. ROXI – DNFO – WA -03-2016-010 and business address at Purok Quezon, Brgy. Lunga-og, Santo Tomas, Davao del Norte, duly represented by its Chairperson, **DATU EDGAR A. SABEJON**, 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 2021**, intends to apply the sum of **ONE HUNDRED FORTY-THREE THOUSAND NINETY-FIVE PESOS AND TWENTY CENTAVOS (PHP 143,095.20)** 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 – **11DAN128 PRK APITONG UPPER BALISONG DALISAY (ADD 1)**, 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. 75, series of 2021**, 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.

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 **LUNGA-OG TRIBAL ASSOCIATION**, with approved project pursuant to **PR No. 2012-7236**, 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 – **11DAN128 PRK APITONG UPPER BALISONG DALISAY (ADD 1)**.

Progress billing will be made within the quarter.

II-DURATION

The intended project should be done **TWO (2) 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 **ONE HUNDRED FORTY-THREE THOUSAND NINETY-FIVE PESOS AND TWENTY CENTAVOS (PHP 143,095.20)**. The Contractor submitted a bid quotation of **ONE HUNDRED FORTY-THREE THOUSAND PESOS (PHP 143,000.00)** based on the Purchase Order No. 2021031112.

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 23rd day of April, 2021 in Tagum City, Davao del Norte, Philippines.


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

**LUNGA-OG TRIBAL
ASSOCIATION**
Contractor

Represented by:


EDWIN I. JUBAHIB
Governor


Represented by: .


DATU EDGAR A. SABEJON
Chairperson

Signed in the presence of:


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

and


JUDGE MAE B. UCOL

ACKNOWLEDGMENT

Republic of the Philippines...)
Province of Davao del Sur
City of Davao
x-----x

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

	Proofs of Identity	Date Issued	Place Issued
EDWIN I. JUBAHIB	_____	_____	_____
DATU EDGAR A. SABEJON	_____	_____	_____

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 APR 23 2021 day of April, 2021 at Davao City, Davao del Sur, Philippines.

Doc. No. 191;
Page No. 40;
Book No. IV;
Series of 2021.



[Signature]
ATTY. JOAN F. ANUGOT-MELO
Notary Public
Notarial Commission No. 2020-161-2021
Until December 31, 2021
Roll of Attorneys No. 65031
IBP O.R. No. 140203 • 02/10/21-Davao City
PTR No. 5166679 • 02/02/21-Davao City
MCLE Compliance No. 06-000-9523
Valid Until April 14, 2022