

**CONTRACT OF AGREEMENT
FOR THE PROJECT:**

**SITE DEVELOPMENT OF RHU-III EXPANSION AREA
AT BRGY. NEW SAN JOSE, DINALUPIHAN, BATAAN**

KNOW ALL MEN BY THESE PRESENTS:

This Contract/ Agreement made and entered into this 23rd day of December, 2021 at Municipality of Dinalupihan, Bataan.

by and between:

The Municipal Government of Dinalupihan, Bataan, represented by **MARIA ANGELA S. GARCIA**, in her capacity as Municipal Mayor, with office address at Municipal Hall, San Ramon Dinalupihan, Bataan, as the PARTY OF THE FIRST PART, hereinafter referred to as the OWNER, duly authorized for this purpose;

and

DM BERNALES CONSTRUCTION, a corporation duly organized and existing by virtue of the Laws of the Republic of the Philippines, represented by MS. DRAZEL M. BERNALES with office address at #39 Apollo St., Orani, Bataan, as the PARTY OF THE SECOND PART, hereinafter referred to as the CONTRACTOR who has been duly authorized for this purpose;

“WITNESSETH”

WHEREAS, in accordance with the advertisement of the OWNER published/ posted in accordance with the Revised Implementing Rules and Regulations of RA 9184, the CONTRACTOR & other contracts/ bidders submitted bids to construct & complete the SITE DEVELOPMENT OF RHU-III EXPANSION AREA AT BRGY. NEW SAN JOSE, DINALUPIHAN, BATAAN, in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, after the opening of bids on December 17, 2021 at 10:00 AM the bid price of the CONTRACTOR was found to be the Single Calculated/Rated and Responsive Bid.

WHEREAS, the Bids and Awards Committee of the OWNER, under Resolution dated 21st day of December 2021 recommended to award the above-mentioned Project to the CONTRACTOR at the amount of Two Million Four Hundred Eighty-Seven Thousand Seven Hundred Thirty-One Pesos and 96/100 (Php2,487,731.96) Philippine Currency, only.

KNOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Contract Agreement;
 - b. Bidding Documents;
 - c. Drawings/ Plans;
 - d. Specifications;
 - e. Invitation to Apply for Eligibility and to Bid;
 - f. Winning bidder's bid, including the Eligibility requirements, Technical & Financial Proposals, and all other documents/ statements submitted;
 - i. Registrations Certificate from SEC, DTI for Sole Proprietorship, CDA for cooperatives;
 - ii. Mayor's Permit;
 - iii. Statement of all On-going & Completed Government & Private Contracts within Ten (10) years;
 - iv. PCAB License
 - v. Latest Audited Financial Statements Stamped Received by BIR;
 - vi. NFCC Computation or Credit Line Commitment;
 - vii. Valid Joint Venture Agreement (JVA); (if applicable)
 - viii. Bid Security;
 - ix. Duly Signed Contractor's Key Personnel for the Contract, with Key Personnel's Affidavits of Commitment to Work on the Contract with Complete Qualification & Experience Data;
 - x. Duly signed List of Contractor's Equipment Pledged to the Contract supported with Proof of Ownership;
 - xi. Sworn Statement in accordance with Section 25.2 (b) (iv) of the revised IRR of R.A. 9184;
 - xii. Form Bid;
 - xiii. Duly signed Bid Prices in the Bill of Quantities;
 - xiv. Duly signed Detailed Estimates, including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid;
 - xv. Duly signed Cash Flow by Quarters and Payment Schedule;
 - g. Performance Security.
 - h. Credit Line issued by an authorized bank in accordance with the provisions of the Revised IRR of R.A. 9184, if applicable;
 - i. Notice of Award of Contract and Contractor's "Conforme" thereto;
 - j. Pert/ CPM
 - k. Other contract documents that may be required by existing laws and/or the agency concerned.
3. That in consideration of the Payments to be made by the OWNER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the WORKS and remedy any defects therein in conformity, in all respects, with the provisions of this CONTRACT;
4. That the Contractor will fully & faithfully furnished all required materials and labor and will complete the said contract for the OWNER to construct & complete the SITE DEVELOPMENT OF RHU-III EXPANSION AREA AT BRGY. NEW SAN JOSE, DINALUPIHAN, BATAAN, and hereby agrees to complete the contract within forty (40) calendar days which shall commence on the day after the receipt of the "Notice to Proceed".

13. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee/official of the OWNER (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;
14. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the R.A. 9184 and Department Order No. 204 series of 2004, are hereby incorporated as part of this CONTRACT;
15. Within a period of 1 year after the completion and final acceptance of this PROJECT, the CONTRACTOR shall remain liable for any damage/s or defect/s discovered on the works due to faulty construction methods or the use of materials of inferior quality or violation of the terms and conditions of this CONTRACT;
16. The CONTRACTOR shall be held responsible for any structural defects and/or failure of the completed projects within after Final Acceptance except those occasioned by force majeure and those caused by the other parties; the OWNER shall issue perpetual disqualification to the CONTRACTOR from participating in any public bidding, if it fails to comply with the Warranty Provisions under Section 62 of R.A. 9184;
17. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the contract;
18. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped received by the BIR and duly validated with the tax payments made thereon;
19. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on the 23rd day of December, 2021 and place first above-written.

MUNICIPAL GOVERNMENT OF DINALUPIHAN

(Party of the First Part)

BY:


MARIA ANGELA S. GARCIA
Municipal Mayor

WITNESSES:


EMILIA V. CARPIO
BAC Chairman

DM BERNALES CONSTRUCTION

(Party of the Second Part)

BY:


DRAZEL M. BERNALES
Contractor


JOSEÑA H. NAVA

REPUBLIC OF THE PHILIPPINES)

_____) S.S
_____)

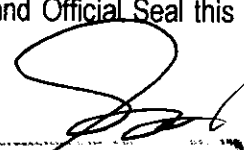
ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared MARIA ANGELA S. GARCIA, Municipal Mayor, representing the REPUBLIC OF THE PHILIPPINES, Municipality of Dinalupihan, Bataan, with TIN No. 000-539-964-000, and DRAZEL M. BERNALES, Contractor, with TIN No. 257-882-707-000, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consisting of five (5) pages, including this page, on which this acknowledge is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this 23rd day of December, 2021.

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Series of 2021


ATTY. RENATO C. BAGAY
NOTARY PUBLIC - until Dec 31, 2022
Notarial Commission No. 386 - 21
PTR No. 5476959/12 - 11 - 20/Bataan
IBP No. 145478/01 - 03 - 21/Bataan
Roll No. 35036
MCLE Comp. VI- 0025483/04-15-19