

# CONTRACT AGREEMENT

THIS Contract is made by and between:

*Substantive*

The Provincial Government of Davao de Oro duly created under existing laws, with official address at Cabidarianan, Nabunturan, Davao de Oro Province represented herein by Governor DOROTHY P. MONTEJO-GONZAGA (hereinafter called the "Entity");

and

*SRN*

NEN BUILDERS & DEVELOPMENT SERVICES CORPORATION with business address at Navarro Building, Prk. Bayanihan, Magugpo West, Tagum City, Davao del Norte and represented herein by SHERYL N. RUBINOS, Authorized Managing Officer (hereinafter called the "Contractor").

*[Large signature]*

WHEREAS, the Entity is desirous that the Contractor execute the 1 LOT – CONSTRUCTION OF BRGY. HALL, BRGY. INACAYAN, LAAK [CONSTRUCTION OF 142 SQ.M. (1 STOREY) BRGY. HALL] under Bid No. CW24-019 and the Entity has accepted the Bid for FOUR MILLION EIGHT HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED SEVENTY EIGHT PESOS AND FOURTEEN CENTS ONLY (PHP 4,822,878.14) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

## TERMS AND CONDITIONS:

1. The Contractor shall undertake the Construction of the Project for the Government in accordance with the Plans and Specifications.
  2. The work to be undertaken of this Contract shall include furnishing of labor, materials and equipment with Contractor's capability and performance to complete the construction of the Project all in strict compliance with the terms and conditions.
  3. The Commencement of the project shall be within seven (7) days upon receipt of Notice to Proceed (NTP) together with a copy or copies of the Approved Contract from the Provincial Government. Duration to complete the projects is One Hundred Forty Five (145) calendar days unless otherwise extended in accordance with the provisions of GPRA.
  4. The Contractor shall take full responsibility and safety of all site operations as to Construction Methodology.
  5. The Government shall not be liable for the loss of or damage to any of the Contractor's equipment, temporary works or materials stored at the jobsite.
  6. The Government reserves the right to terminate or cancel the contract, should the Contractor fails to comply with any of the provisions of these terms and conditions.
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7. Progress billing shall be processed subject to the evaluation and approval of the Provincial Engineer's Office and the Inspectorate Team of the Province.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, 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 part of this Agreement, to wit:
- (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Notice of Award of Contract and the Bidder's conforme thereto.
  - (k) Other contract documents that may be required by existing laws and /or the procuring entity concerned in the Bidding Documents, such as the Construction Schedule and S-curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health program approved by the Department of Labor and Employment, and PERT/CPM for infrastructure projects.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and to remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. 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.

IN WITNESS whereof, the parties hereunto affixed their signatures this \_\_\_\_\_ day of AUG 29 2024 2024 at Nabunturan, Davao de Oro.

Signed, sealed, delivered by **DOROTHY P. MONTEJO-GONZAGA** the **Governor** (for the Entity)

Signed, sealed, delivered by **SHERYL N. RUBINOS** the **Authorized Managing Officer** (for the Contractor)


Binding Signature of the PROCURING ENTITY

  
**DOROTHY P. MONTEJO-GONZAGA**  
Governor

Binding Signature of the Contractor

  
**SHERYL N. RUBINOS**  
**NEN BUILDERS & DEVELOPMENT SERVICES CORPORATION**  
Authorized Managing Officer

  
**RODERICK M. DIGAMON, CE**  
PG Department Head-Provincial Engineer's Office  
(Requisitioning Office)

  
**JEANEFFER B. CABISTANTE**  
Authorized Representative  
**NEN BUILDERS & DEVELOPMENT SERVICES CORPORATION**

# ACKNOWLEDGEMENT

*Gabibonda*

Republic of the Philippines...)  
Province of Davao de Oro...) S.S.S  
Municipality of Nabunturan  
X-----/

BEFORE ME, a Notary Public personally appeared the following:

*[Signature]*

**GOVERNOR DOROTHY P. MONTEJO-GONZAGA** with TIN ID No. **916-115-693-000** issued at **TAGUM CITY** representing the Province of Davao de Oro; and **MARK JOSEPH C. RUBINOS**, Authorized Managing Officer with TIN ID NO. **009-542-944-000** at Tagum City representing **NEN BUILDERS & DEVELOPMENT SERVICES CORPORATION** both known to me and known to be the same persons who executed the foregoing document and acknowledge to me the same in their own free and voluntary act and deed and duly authorized for the entities they represent.

*[Signature]*

WITNESS MY HAND AND SEAL this AUG 29 2024 day of \_\_\_\_\_ 2024 at Nabunturan, Davao de Oro, Philippines.

*[Signature]*

DOC. NO. 141 :  
PAGE NO. 34 :  
BOOK NO. CXXXIII :  
SERIES OF 2024

*[Signature]*  
**RUBEN D. ALTAMERA**  
Notary Public  
Until December 31, 2025  
PTR No. 1781097 / 01-03-2021  
TIN - 158-070-569  
IBP No. 000128 / 12-02-2023  
ROLL NO. 24,665  
MCLE NO. V-0024426/11-21-16