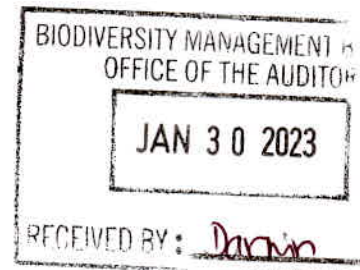


CONTRACT
No. 2022-189



KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and executed this JAN 20 2023 in Quezon City by and between:

The BIODIVERSITY MANAGEMENT BUREAU (BMB), a staff Bureau under the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), with principal office at Quezon Avenue, Diliman, Quezon City represented by its OIC, Director, NATIVIDAD Y. BERNARDINO, hereinafter referred to as the "BMB";

- and -

Abad
TM ABAD CONSTRUCTION CORPORATION, with business address at No. 34 Mt. Fuji Street, Filinvest 1 Subdivision, Batasan Hills, Quezon City represented by its President, TEODORA M. ABAD, Filipino, of legal age and with the same office address and herein referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, BMB posted an Invitation to Bid for the "*Proposed Development of Linear Park Along Madison Street*" located at the Barangay Mariana, District 4, Quezon City with an Approved Budget for the Contract of *P3,964,929.97*;

WHEREAS, the BMB posted the requirement in the Philippine Government Electronic Procurement System (PhilGEPS), BMB Website and Bulletin Board;

WHEREAS, in the opening of bids conducted last 28 November 2022, only the CONTRACTOR purchased and submitted bid proposal;

WHEREAS, upon careful review and evaluation by the BAC-Technical Working Group, the proposal submitted by the CONTRACTOR was found to be the Single Calculated and Responsive Bidder per BAC Resolution No. 2022-245 dated 28 December 2022;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this agreement:

- a. Plans and Drawings
- b. Technical Specifications/Scope of Work
- c. Summary and Detailed Cost Estimate
- d. Certificate of Availability of Funds
- e. BAC Resolution
- f. Notice of Award
- g. Notice to Proceed

ARTICLE I - SCOPE OF WORK

The works in this agreement shall be the provision of labor and equipment for the project as follows:

1. General Requirements

2. Siteworks
3. Construction of Linear Park Pavement
4. Installation of Steel Fence
5. Construction of Concrete Bench and Signage
6. Electrical Works
7. Landscaping Works

It is understood that all activities to be done as reflected above shall be strictly executed in accordance with the attached Scope of Work and Technical Specifications.

ARTICLE II – RESPONSIBILITIES OF BOTH PARTIES

RESPONSIBILITY OF THE BMB:

1. To pay the CONTRACTOR the sum of *THREE MILLION SIX HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SIXTY-FIVE PESOS AND NINETY FOUR CENTAVOS (Php3,622,365.94)* upon completion of the project duly supported by documents as required under the existing accounting and auditing rules and regulations. The CONTRACTOR may request for a 15% mobilization fee and the succeeding payment through progress billing.

RESPONSIBILITY OF THE CONTRACTOR :

1. To undertake the job specified under Article I hereof in accordance with the attached Technical Specifications and Scope of Work and all other requirements and condition as herein set;
2. To supply materials, laborers and equipment needed for the proper execution of the project; and
3. To complete the project within Seventy-Five (75) Calendar Days reckoned from the receipt of the copy of the Notice to Proceed (NTP).

ARTICLE III – EFFECTIVITY, LIQUIDATED DAMAGES, OTHERS

1. This Contract shall take effect upon receipt of the copy of Notice to Proceed;
2. In case the CONTRACTOR refuses or fails to satisfactorily deliver/complete the Project within the time specified herein, BMB shall deduct from the money due to the CONTRACTOR Liquidated Damages computed in accordance with the formula provided for under RA 9184 and its revised 2016 IRR. The BMB need not prove that it had suffered actual damages;
3. The CONTRACTOR shall hold BMB free from any liability or damages that may be inflicted to third persons or to the former employees and members in connection with the project;
4. The workers and crew of the CONTRACTOR shall be allowed to work at the jobsite for any number of hours on a day to day basis, if necessary to meet the deadline requirement provided that the CONTRACTOR shall pay them overtime pay and shall comply with labor laws and regulations in connection therewith;
5. Any modifications to the stipulations hereof shall be done through written and signed agreement by both parties;

6. Applicable provisions of the Civil Code on obligations and contracts are hereby adopted as part of this contract.

This Contract is subject to the provisions of R.A. 9184 and its 2016 Revised Implementing Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have caused their respective signature to be hereto affixed the day and year first above written

BIODIVERSITY MANAGEMENT BUREAU

TM ABAD CONSTRUCTION CORPORATION

BY :


BY:


NATIVIDAD Y. BERNARDINO
OIC Director
f


TEODORA M. ABAD
President

WITNESSED BY:


ANSON M. TAGTAG
OIC-Chief, CAWED


NELSON MACDOC

FUNDS AVAILABLE:

.n.

IZEL D. IBARROLAZA
Accountant II

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p 7,622,365.94

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Quezon) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
NATIVIDAD Y. BERNARDINO	Driver's License N25-05013964	September 8, 2017/Manila
TEODORA M. ABAD	SENIOR CITIZENS ID NO. : 86289	JUNE 20, 2008 / Q. C.

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of four (4) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this **JAN 20 2023** day of _____ 2022 in Quezon City, Philippines.

Doc. No. 233
Page No. 47
Book No. 14
Series of 2022

ATTY. MICHAEL JOSEPH C. CAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2023
PTR No. 3915671 / 01-03-2023
ISP Life Time No. 8330
Roll No. 56499
MCCE Compliance No. VII-0018874
Valid Until April 14, 2025
Adm. Matter NP 119 (2022-2023)
Malakas Lane Brgy. Central Q. C.