## Contract of Agreement No. 2022-05-19

# CONSTRUCTION OF TWO – STOREY DSWD FO III BUILDING AND FACILITIES UNDER DESIGN AND BUILD SCHEME

This contract made on the day of _	. 2.	_2022 between
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DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by its Regional Director, Marites M. Maristeia, hereinafter referred to as the "PROCURING ENTITY":

- AND-

E.B MATIAS CONSTRUCTION AND TRADING, a company duly registered under DTI No. 1385205 with office address at Mangga Cacutud, Arayat, Pampanga 2012 represented by MR. EFREN B. MATIAS, in his capacity as Owner, hereinafter referred to as the "CONTRACTOR";

WHEREAS the Procuring Entity invited Bids for certain services, viz., CONSTRUCTION OF TWO – STOREY DSWD FO III BUILDING AND FACILITIES UNDER DESIGN AND BUILD SCHEME and has accepted a Bid by the Supplier for the services in the sum of EIGHTEEN MILLION FOUR HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED FIFTY PESOS AND 58/100 ONLY (P18,487,650.58) (hereinafter called "the Contract Price").

WHEREAS, a public bidding was conducted on April 27, 2022 and April 29, 2022 (Two Stages) at the DSWD Field Office III, Government Center, Maimpis, City of San Fernando Pampanga;

WHEREAS, the Bids and Awards Committee recommended to the Head of the Procuring Entity that the project shall be awarded to E.B. MATIAS CONSTRUCTION AND TRADING, its offer being the most advantageous to the Philippine Government;

WHEREAS, time is the essence of this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

**ARTICLE I - CONTRACT DOCUMENTS** 

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The following documents shall be deemed to form and be read and construed as part of this Agreement:

- a. General and Special Conditions of Contract;
- b. Invitation to Bid;
- c. Bidding Documents:
- d. Addenda and/or Supplemental/Bid Bulletin, if any;
- e. Bid Form including all the documents/statements contained in the winning bidder's two bidding envelopes;
- f. Eligibility requirements, documents and/or statements;
- Performance Security;
- Credit Line issued by a licensed bank or NFCC duly notarized;
- Notice of Award of Contract and winning bidder's "Conforme" there to;
- Duly approved program of Works or Delivery Schedule and Cost Estimates;
- k. Certificate of Availability of Funds (C.A.F.);
- Abstract of Bids;
- m. Resolution of the BAC recommending award of project of winning bidder

and:

- n. Notice to Proceed;
- Agreements Reached on Pre-Construction Conference.

#### ARTICLE II - SCOPE OF WORK

THAT the "CONTRACTOR" shall in accordance with the provisions of and subject to the conditions contained in the documents referred to in Article I, with a provision that this construction activity belongs to "CONTRACTOR", and in consideration of the sum of money hereinafter stated shall fully and faithfully perform all labor, furnish the needed materials and equipment and perform labor and services necessary to complete the construction of the DSWD FO III Building and Facilities as per plan and specifications. The work consists of the following specific work items:

Item	Description
Α	DESIGN PHASE
I.	DETAILED ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
	>Services for Detailed Architectural and Engineering Design, Complete discipline with Signed & Sealed Detailed Engineering Design Plans for Securing Permits, Structural Analysis Signed & Sealed by Structural Engineer and other analysis needed for this project
В	CONSTRUCTION PHASE
l.	General Requirements >Mobilization

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	>Temporary Facilities
	>Occupational Safety and Health
	>Medicine Cabinet w/ First Aid Kit
	>Demobilization
	>COA Billboard
	>Project Billboard
11.	Site Development Works
	>Demolition of Existing Covered Court, Cutting & Breaking of Pavement,
	Removal and Disposal of Concrete Debris, Relocation of Container Vans
	>Structure Excavation (Footing, Tie Beam,
	Retaining Wall and Septic tank)
}	>Embankment from Structure Excavation
	>Gravel Beddings
	> Drainage System Tapping to Existing Outflow
1	> Soil Testing
	> Soil Poisoning
III.	Structural Works
	> Reinforced Concrete
IV.	Roofing Works
	> Fabrication and Installation of Structural Steel and Roofing
V.	Architectural Works
1	>Masonry
i	>Doors and Jambs with Complete Accessories
	>Windows
	>Floor Finishes
	>Water Proofing
	>Railings
1	>Ceiling
VI.	Sanitary/Plumbing Works
	>Water Lines
	>Sewer Lines
1	>Sanitary/Plumbing Fixture
	>Storm Drainage and Down Spout
VII.	Mechanical Works
	>Automatic Fire Sprinkler
	>Fire Detection and Alarm System
	>Cooling System/ Centralize Air-conditioning and Ventilating System
VIII.	Electrical Works
	>Electrical Conduits Works
	>Wires and Wiring Devices
	>Panelboard
	>Lighting Fixtures
IV	>Electrical Transformer 240/480 KVA
IX.	Painting Works
	>Masonry Painting
	>Metal Painting
	>Wood Painting

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X.	Electronics and Communications Works >Installation of CCTV >Data Network Cabling System	
XI.	Supply and Installation of Office System >Supply and Installation of Office System	
XII.	Supply & Installation of Generator Set, 60kVA (3P) > Supply & Installation of Generator Set, 60kVA - 100kVA (3P)	

#### **ARTICLE III - TIME OF COMPLETION**

The work to be performed by the "CONTRACTOR" under this contract shall commence after seven (7) days upon receipt and acceptance of the Notice to Proceed. The construction shall be completed within One hundred eighty (180) calendar days including Saturdays, Sundays and holidays.

However, it shall be clear that <u>the construction phase shall commence</u> <u>upon obtaining the necessary building permit</u> as maybe required by law.

Should the "CONTRACTOR" refuse or otherwise fail to complete the work stipulated herein, the "CONTRACTOR" agrees to pay a liquidated damages an amount equal to One-Tenth of One percent (0.1%) of the total contract sum for each calendar day of delay until the work is completed and accepted by the "PROCURING ENTITY". Such amount shall be deducted from any money due or which may become due the "CONTRACTOR" under the contract and/or collect such liquidated damages from Performance Bond of the "CONTRACTOR" or "CONTRACTOR'S" Surety whichever is convenient to the "PROCURING ENTITY".

#### **ARTICLE IV - TERMS OF PAYMENT**

The "PROCURING ENTITY" for and in consideration of the faithful and satisfactory fulfillment of the contract by the "CONTRACTOR" in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the "CONTRACTOR" in the amount of EIGHTEEN MILLION FOUR HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED FIFTY PESOS AND 58/100 ONLY (Php 18,487,650.58) only.

Payment shall be in accordance with the following;

Payment Tranches	Outputs/Deliverables
1st Tranche: 5% payment of the total	Upon signing on Contract of Agreements
contract cost (Subject for Deduction of	and approval of documentary provisions
	under item number C-2,C-5 & C-6 of the

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Program of works incorporated in the bidding document.  In the bidding document.  Must have reached Twenty Percent (20 %) complete/ physically accomplished with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.  Tranche: 30 % payment of the total contract cost (Subject for Deduction of 10% Retention)  Tranche: 30 % payment of the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished with the submission of Billing Statement, Progress Photos, and Narrative Report.  Must have reached Fifty Percent (80 %) of complete/ physically accomplished with the submission of Billing Statement, Progress Photos, and Narrative Report.  Must have Eighty Percent (80 %) of complete/ physically accomplished with the submission of Billing Statement, Progress Photos, and Narrative Report.  Must have reached Hundred Percent (80 %) of complete/ physically accomplished with the submission of Billing Statement, Progress Photos, and Narrative Report.  Must have Eighty Percent (80 %) of complete/ physically accomplished with the submission of Billing Statement, Progress Photos, and Narrative Report.  Must have reached Hundred Percent (100%) complete/ physically accomplished. Upon with submission of Billing Statement, Contractors accomplished. Upon with submission of Billing Statement, Contractors accomplished. Upon with submission of Billing Statement, Progress Photos, Narrative report, Contractors certificate of complete set of As-built Plan with signed and Sealed by the complete engineering discipline.  Guidelines for the release of Retention Money:  Retention Money (10 % payment of the total contract price)  Guidelines for the release of Retention Money:  Guidelin		
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# ARTICLE V - CONTRACTOR'S RESPONSIBILITIES AND CONDITIONS

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- Contractor shall control the generation of dust and flying particles from the operation and shall provide a temporary closure to prevent creation of nuisance to the adjacent service area;
- 2. Contractor/ Service Provider shall submit Final Program of works (Refer to Item Number 1, 2 and 3.i. of Annex A of 2016 Revised IRR of R.A. 9184 for complete provisions); Bill of Quantities; Detailed Cost Estimates; Detailed unit Price analysis; List of Material with unit cost; List of Equipment with rental unit cost; List of construction workers with labor unit cost; Construction schedule reflecting a 180 Calendar days; S-curve with Gantt Chart; PERT-CPM Manpower schedule; Equipment Utilization schedule; Site Organizational structure for this projects; and E-copy and printed Copy (20"x30" size) of CAD file for all Design Plans and E-copy and printed copy for all excel files above-listed within ten (10) calendar days upon receipt of Notice of Award;
- 3. Contractor/ Service Provider shall submit Updated & CTC Program of Works, Scope of Works, Bill of Quantities, Detailed Cost estimate (reflected the derivation of material quantities, labor & equipment cost analysis and list of materials with corresponding brand of items to be offered) and provide a checklist of the specific scope of works to be accomplished per payment tranche;
- 4. Contractor/Service provider shall assign Credited project engineers/project architect from the start until completion stage; Contractor/Service provider shall coordinate to the Admin Division all the execution works; Contractor/Service provider shall provide warning signages, project signboard, contractors project log book;
- Contractor/Service provider shall secure permit to entry/ permit to stay-in with attached profile of all workers such as Bio-data for those who will enter within the premises as reference of the City of San Fernando;
- Admin Staff. In addition, the contractor shall secure the needed documentary requirements of all the workers entering the Province of Pampanga in compliance to the Minimum Health and Safety Protocols;
- Contractor/Service provider shall submit a statement of works accomplishment and Narrative report as requirement of the billing request;

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- Contractor/Service provider shall submit weekly progress reports with attached progress photos to Admin Division Implementing team with completed signed by the contractor project implementation team;
- Contractor/Service provider shall provide submit As-built Plan with completely signed and sealed by the Licensed Engineer /Architect per Engineering Discipline as requirement in the billing request:
- 10. Contractor/Service provider shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools:
- 11. Contractor/Service provider shall provide complete uniform with ID and basic PPE for all the construction workers and personnel;
- 12. Contractor/Service provider shall provide necessary materials for the preparation of Ground-Breaking Ceremony & Inauguration ceremony;
- Contractor/Service provider shall perform column location survey using a survey equipment during the lay-out of columns from the start;
- 14. Contractor/Service provider shall submit Maintenance & Operation Guide Manual/Book and shall conduct operation and maintenance for the Generator Set to DSWD Maintenance & Engineering group with up to 20 pax of participants in batching mode, with the issuance of certificate of participation/attendance coming from the accredited lecturer's and company;
- 15. Contractor/Service provider shall submit Maintenance & Operation Guide Manual/Book and shall conduct operation and maintenance for the Wet & Dry Fire sprinkler System to DSWD Maintenance & Engineering group with up to 20 pax of participants in batching mode, with the issuance of certificate of participation/attendance coming from the accredited lecturer's and company;
- 16. Contractor/Service provider shall submit Maintenance & Operation Guide Manual/Book and shall conduct operation and maintenance for the Addressable Fire Detectors and

Alarm System to DSWD Maintenance & Engineering group with up to 20 pax of participants in batching mode, with the issuance of certificate of participation/attendance coming from the accredited lecturer's and company;

17. Contractor/Service provider submitted Detailed estimate which part of the Technical folder in bidding documents must be reflected the derivation of Labor Cost, Materials Cost and Equipment Cost.

### **ARTICLE VI - OTHER GENERAL REQUIREMENTS**

- All dimensions/level etc. indicated in the drawing plans are to be verified on the site;
- All materials are subjected for the approval of the End-user/DSWD Implementing Team;
- Any discrepancies, either between written dimensions and site dimensions shall be brought to the DSWD office before executing the works:
- All equipment, tools, scaffolding and other personnel needed shall be provided by the service provider/contractor;
- Removal, dismantling and demolition work shall be coordinated and requested to the DSWD Implementing team;
- 6. All waste materials shall be turned-over to the DSWD Implementing Team with proper documentation;
- All works shall comply with the National Building Code of the Philippines, Fire Code of the Philippines, Philippine Electrical Code and Department rules and regulations and other relevant laws, rules and regulations.

# ARTICLE VII - CONTRACTOR'S MINIMUM MAJOR EQUIPMENT AND TOOLS REQUIREMENTS

List of Minimum m	najor equipment/ tools re	equirement is the follo	owing
i.) 1-Unit Backhoe with 0.52- 0.8 m³ Bucket Capacity	ii.) 1-Unit Service truck with 4m³ to 6m³ Capacity	iii.) 2-units Chipping Gun/ Drilling Tools(1.5 to 13mm	

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			100x130 for rectangular);
v.) 2-Units Concrete Vibrator	vi.) 1-Unit Dumptruck with 9m³ to 11m³ loading Capacity	vii.) 2-units Grinder Portable/Machine (at least 0.6 Mpa Minimum OAP);	viii.) 1-unit One Bagger Mixer (500 liter capacity);

ix.) 1-Units Rebar Bender	1	xi.) 1-unit Welding Machine (50 - 400 amperes Current range);	xii.) 1-unit Generator set (atleast 5KW capacity);
xiii.) 1-Unit Plate Compactor			

#### **ARTICLE VIII - GUARANTEE**

The "CONTRACTOR" hereby guarantees the works stipulated in this contract and all the materials it will apply and use in the construction as well as workmanship of all its work under this contract and shall make good of its own and/or its own expenses.

After final acceptance of the project by the "PROCURING ENTITY", the "CONTRACTOR" shall assume full responsibility for any damage or destruction of the works except those occasioned by force majeure. They shall require to put up a warranty security denominated in Philippine Pesos provided in Section 62.2.3.3 of the 2016 Implementing Rules and Regulations of Republic Act No. 9184 and shall remain effective for one (1) year from the date of issuance of the certificate of final acceptance and shall be returned only after the lapse of the said one (1) year period.

#### ARTICLE IX - PERFORMANCE BOND

In accordance with the Instruction to Bidders and General Conditions of the contract, the "CONTRACTOR" shall furnish and file per acceptance to the "PROCURING ENTITY" a Performance Bond in accordance with Section 39 of the IRR of RA 9184 to guaranty the full and faithful performance of this contract to answer for any liability that maybe suffered by the "PROCURING ENTITY"

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PROVIDED, that in the event of the "CONTRACTOR" of labor laws and other laws. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the bond, at all option of the "PROCURING ENTITY" shall be automatically forfeited in favor of the "PROCURING ENTITY" and becomes immediately payable and collectible by the "PROCURING ENTITY", otherwise, the bond shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the "CONTRACTOR".

#### **ARTICLE X - TERMINATION OF CONTRACT**

I. Termination for Default of Contractor

The "PROCURING ENTITY" shall terminate this Contract for default when any of the following conditions attend its implementation:

- 1.1. Due to the "CONTRACTOR's" fault and while the Works are on-going, it has incurred a negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870; or
- 1.2. Due to the "CONTRACTOR's" fault and after the Contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the Works; or
- 1.3. When the "CONTRACTOR":
  - 1.3.1. abandons the Contract Works, refuses or fails to comply with a valid instruction of the "PROCURING ENTITY" or fails to proceed expeditiously and without delay despite a written notice by the "PROCURING ENTITY";
  - 1.3.2. after receiving a Notice from the "PROCURING ENTITY's" Representative that failure to correct a particular Defect is a fundamental breach of Contract, fails to correct the Defect within a reasonable period of time determined by the "PROCURING ENTITY's" Representative;
  - 1.3.3. does not actually have on the Site the minimum essential equipment listed in the Bid necessary to prosecute the Works in accordance with the approved PERT/CPM network diagram and equipment utilization schedule as required under the Contract;

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- 1.3.4. does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
- 1.3.5. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
- 1.3.6. sub-contracts any part of this Contract without approval by the "PROCURING ENTITY".
- 1.4. The "CONTRACTOR" causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - 1.4.1. The "CONTRACTOR" stops work for twentyeight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the "PROCURING ENTITY's" Representative.
  - 1.4.2. The "CONTRACTOR" is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination without compensation be "CONTRACTOR", provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the "PROCURING ENTITY" and / or the "CONTRACTOR". In the case of the Contractor's Contractor's insolvency, any Equipment which the "PROCURING ENTITY" instructs in the notice is to be used until the completion of the Work.
  - 1.4.3. The "PROCURING ENTITY's" Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the "CONTRACTOR" fails to correct it within a reasonable period of time determined by the "PROCURING ENTITY's" Representative.
  - 1.4.4. The "CONTRACTOR" does not maintain a Security, which is required.
  - 1.4.5. The "CONTRACTOR" has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.
  - 1.4.6. In case it is determined prima facie by the "PROCURING ENTITY" that the

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"CONTRACTOR" has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:

- 1.4.6.1. corrupt, fraudulent, collusive, coercive, and obstructive practices;
- 1.4.6.2. drawing up or using forged documents;
- 1.4.6.3. using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- 1.4.6.4. any other act analogous to the foregoing

The "PROCURING ENTITY" will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

If this Contract is terminated, the "CONTRACTOR" shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

All materials on the Site, Plant, and Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the "PROCURING ENTITY" if this Contract is terminated because of the "CONTRACTOR's" default.

#### II. Termination for Convenience

The "PROCURING ENTITY" may terminate this Contract, in whole or in part, at any time for its convenience. The HOPE may terminate this Contract for the convenience of the "PROCURING ENTITY" if the HOPE has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

#### **ARTICLE XI - SETTLEMENT OF DISPUTES**

#### I. Arbitration

If any dispute or difference of any kind whatsoever shall arise, "BOTH PARTIES" agree in connection with the implementation of the contract covered by 2016 Implementing Rules and Regulations of Republic Act No. 9184 to resolve amicably such dispute or difference by mutual consultation.

Furthermore, any and all disputes arising from the implementation of a contract covered by 2016 Implementing Rules and Regulations of Republic Act No. 9184, shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto.

### ARTICLE XII - SAFEGUARDS AND WARRANTS

The "CONTRACTOR" shall provide and do everything necessary to perform its obligations under this contract according to the true intent and meaning of the other contract documents taken together particularly the drawings, plans and specifications provided that the same shall be inferred there from and should the "CONTRACTOR" find any discrepancy in the drawings, plans and specifications, he shall immediately refer the same to the "PROCURING ENTITY" or its authorized representative whose decision shall be followed.

Notwithstanding any provisions of this contract, the "PROCURING ENTITY" has the right to terminate the contract without necessity or judicial action by giving written notice to the "CONTRACTOR" upon his failure to comply strictly with any of the terms of this contract.

The "CONTRACTOR" is likewise mandated to implement the construction safety and health program indicated in the technical proposal which includes, among others, requiring its employees to have Identification Cards which should be available anytime when inspected by security personnel of the or authorized representative of the "PROCURING ENTITY".

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

april 3

For:	For:		
DEPARTMENT OF SOCIAL WELL AND DEVELOPMENT FIELD OFF		IAS CONSTRUCTION DING	
MARITES M. MARISTELA, CES Regional Director	ØIII EFRE	Finelt / N B. MATIAS Owner	
CERTIFIED AS TOTAVAILABILITY OF	FUNDS: SIGNED IN T	HE PRESENCE OF:	
ANGELICAT. LAFUENTE Regional Accountant		PECINA Administrative Division	
AC	KNOWLEDGMEN	т	
Republic of the Philippines Province of Other San Fernando, Pampa	_) s.s.		
		જાર	
BEFORE ME this day of at the City of City of San Fernando, Pampangs in the Philippines para anally appeared:			of
NAME	COM. TAX CERTIFICATE NO./ISSUED ID	ISSUED ON/ISSUED AT	
MARITES M. MARISTELA, CESO III	90-0102	JULY 25, 2019/Q.C.	
		The second secon	

Known to me and to me known to be the same persons who executed the foregoing contract consisting of fifteen (15) pages including this page, for the

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purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. \_ Page No. \_

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Book No. 104

Jeries of 707

ATERNO O TUEVARRA

UNTIL DECEMBER 31, 2022 1HP No. 134515 - 1/4/20 at CSFP PTR No.- 537388C- 1/3/22 at CSFP ROLL No. 18314 & MCLE No. VII-NF002396

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