

# CONTRACT OF PERFORMANCE

24-01-004

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

**THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X**, a regional government agency established and existing under the laws of the Republic of the Philippines with principal office address at Masterson Ave., Upper Carmen, Cagayan de Oro City, herein represented by its Regional Director, **RAMEL F. JAMEN**, hereinafter referred to as "**DSWD FO X**";

- and -

**WDC BUILDERS AND SUPPLIES**, an entity duly established and existing under the laws of the Republic of the Philippines, with principal office address at B5, L20, CILRAI District 7, Puntod, Cagayan de Oro City, herein represented by its Proprietor, **ANDREW WILSON J. CABANA** hereinafter referred to as the "**CONTRACTOR**".

## WITNESSETH THAT:

**WHEREAS**, DSWD FO X, through the Bids and Awards Committee, published through the PhilGEPS website an invitation to bid for **CONSTRUCTION OF WAITING AREA AND COVERED PATHWAY OF CIU**;

**WHEREAS**, the CONTRACTOR, in response to said publication, has presented and warranted that it has the facility, equipment, and personnel, while being capable, competent, and duly licensed to service the DSWD FO X in accordance with the requirements and specifications of the latter;

**WHEREAS**, in accordance with rules and regulations, the required bidding process was undertaken by the Bids and Awards Committee and the CONTRACTOR has participated therein and has been adjudged as the Single Calculated and Responsive Bidder that passed the post-qualification process;

**WHEREAS**, on the basis of the foregoing representations and warranties by the CONTRACTOR, DSWD FO X has awarded the aforementioned contract to herein CONTRACTOR;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the terms, conditions, covenants, and undertakings hereafter set forth, the parties hereto agree as follows:

## SCOPE OF WORK

This Contract shall govern the terms and conditions for the aforementioned infrastructure project:

1. Services to be rendered by the CONTRACTOR shall cover both labor services and supply of materials.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, to wit:
  - a. General and Special Conditions of Contract;

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HAMLYN T. CIMARRANCA, CPA  
Accountant-III K8

RAMEL F. JAMEN  
Regional Director

WDC BUILDERS AND SUPPLIES

ANDREW WILSON J. CABANA  
Proprietor

- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Bid;
- e. Instructions to Bidders;
- f. Bio-Data Sheet;
- g. Supplemental Bid Bulletins;
- h. Bid forms and other Bidding documents, including all the documents/statements contained in the Bidder's bidding envelopes;
- i. Eligibility requirements, Technical and Financial Proposals, and all other documents, and/or statements submitted;
- j. Performance Security;
- k. Credit line issued by a licensed bank, if applicable;
- l. Notice of Award of Contract and the Bidder's conforme thereto;
- m. Other contract documents required, as follows, but not necessarily limited herein:
  - i. Construction Schedule and S-curve;
  - ii. Manpower Schedule;
  - iii. Construction Methods in Narrative Form;
  - iv. Equipment Utilization Schedule;
  - v. Construction Safety and Health Program approved by the Department of Labor and Employment; and
  - vi. PERT/CPM for infrastructure projects.
- n. The provisions of R.A. 9184 and its Implementing Rules and Regulations and all Annexes thereto, particularly but not limited to Annex "E", together with all issuances of the Government Procurement Policy Board shall be adopted and formed as integral part hereof.

#### CONTRACT PRICE

3. The DSWD FO X shall pay the CONTRACTOR, the total contract price of which is **ONE MILLION FOUR HUNDRED FORTY THOUSAND AND SIX PESOS AND 40/100 ONLY (Php 1,440,006.40)** only, in Philippine Currency, inclusive of taxes, for all services agreed and rendered and for the full, faithful and complete performance of all the work/services under this Contract.

4. It is hereby understood that the contract price represents full payment for labor and materials necessary for the full completion of all project works as herein defined. All payments made by DSWD FO X to the CONTRACTOR shall form part of the contract price.

5. The provisions on Contract Prices as specified on Rule XIX, Section 61 of the Implementing Rules and Regulations of RA 9184 shall apply.

#### PAYMENT

6. The DSWD FO X shall pay the CONTRACTOR for works performed and services rendered in the following manner, to wit:

- a. 15% of the total contract price as mobilization fee;
- b. Progress billing with the first billing to be due once 50% of work has been accomplished as certified by DSWD FO X;
- c. Succeeding billing shall be due after 70% of work has been accomplished as certified by DSWD FO X and 100% completed and upon acceptance.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAPRANGA, CPA  
Accountant III / Kg

RAMEL P. JAMEN  
Regional Director

WDC BUILDERS AND SUPPLIES

ANDREW WILSON J. CABANA  
Proprietor

7. The downpayment and all succeeding progress payments are particularly subject to the terms and conditions specified on Provisions 5 & 6 of Annex "E" of RA 9184 and its Implementing Rules and Regulations.

8. All payments including the downpayment should there be any, as provided above, shall be paid in the office of DSWD FO X. The CONTRACTOR shall submit the corresponding billing after every service rendered as basis for payment. All billings received by DSWD FO X are subject to evaluation and processing.

**OBLIGATIONS OF THE CONTRACTOR**

9. The CONTRACTOR shall commence the work/services herein described upon receipt of Notice to Proceed and shall deliver and/or complete the same within the agreed period.

10. The CONTRACTOR shall provide all supervision, labor, materials, plant and equipment.

11. The CONTRACTOR likewise hereby undertakes that all eligibility requirements shall be continuing in nature and shall be true and correct until the termination of this Contract.

12. The performance security as submitted by the CONTRACTOR shall remain to be enforceable until the termination of this Contract and CONTRACTOR herein undertakes to renew and/or substitute as may be necessary existing security/performance bonds acceptable by DSWD FO X.

13. The CONTRACTOR shall undertake the construction/installation/delivery of the works as described in the Drawings, Plans, Specifications, and Program of Works, constituting the plan and specifications of all the works covered by this Contract.

14. Should DSWD FO X order the removal of a member of the CONTRACTOR's staff for justifiable cause, the CONTRACTOR shall comply with the same within a period of seven (7) calendar days and shall ensure that the removal shall be permanent in relation to the work as provided in this Contract

15. All materials supplied by the CONTRACTOR and utilized for the project works shall be of quality materials, in accordance with general standards. Use of inferior materials grants DSWD FO X the option to have it replaced by the CONTRACTOR solely at the latter's own account.

16. The CONTRACTOR shall make no change or alteration in the plans and specifications without the written prior approval of the DSWD FO X. A MERE ACT OF TOLERANCE SHALL NOT CONSTITUTE APPROVAL.

17. DSWD FO X shall, during the progress of the construction, have power to order in writing from time to time the removal and proper re-execution of any work executed with workmanship not in accordance with the drawings and specifications, or instructions, and the CONTRACTOR shall forthwith carry out such order at his own cost. In case of default on the part of the CONTRACTOR to carry out such order, the DSWD FO X shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the CONTRACTOR, and shall be recoverable from him by the DSWD FO X, or may be deducted by DSWD FO X from any money due, to the CONTRACTOR.

**WARRANTIES OF THE CONTRACTOR**

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HAMILYN T. CIMARRANCA, CPA  
Accountant III  
KB

RAMON  
Regional Director

WDC BUILDERS AND SUPPLIES

ANDREW WILSON J. CABANA  
Proprietor

18. The provisions on Warranty as specified on Rule XIX, Section 62.2 of the Implementing Rules and Regulations of RA 9184 shall apply.

19. It is herein agreed upon that the warranty of the CONTRACTOR shall include materials furnished and supplied by the DSWD FO X and duly accepted and utilized by the CONTRACTOR.

**INDEPENDENT CONTRACTOR**

20. It is expressly understood that the employees of the CONTRACTOR are in no way employees of the DSWD FO X, and as such, DSWD FO X shall not be responsible for any claim for personal injury or damages, including death caused either to any said employees or to any third person, and for claims of any nature arising of their duties as employees of the CONTRACTOR, and this contract shall not be construed to constitute contract of employment by and between DSWD FO X and any of the men hired or taken by the CONTRACTOR, it being clearly understood that this contract is solely between DSWD FO X and the CONTRACTOR.

21. The CONTRACTOR shall be held responsible for all works, materials and properties of DSWD FO X or by owner of premises subject of the work covered by this Contract and shall be required to make good at his/her/its (CONTRACTOR) own expense any damage or loss sustained upon such works, materials and/or properties due to any cause whatsoever.

**OTHER UNDERTAKINGS OF THE CONTRACTOR**

22. Subcontract – The CONTRACTOR shall be held fully responsible for the work of any Subcontractor performing work and that all works, when finally delivered to the DSWD FO X or to the beneficiary of the work (End-User), shall be ready in every respect for satisfactory and efficient operation.

23. The CONTRACTOR shall not leave or abandon the project work until such final inspection by the DSWD FO X has been conducted and such likewise, furnish the DSWD FO X a copy of the final building or construction plans as actually implemented or carried out.

24. The DSWD FO X and any persons authorized shall at all reasonable time have access to the building site, workshops of the CONTRACTOR, or other places where work is being prepared for the building for the purpose of checking the materials and equipments used on the project.

25. The CONTRACTOR shall be responsible in securing the necessary written permission to enter the construction site from its owner (End-User) prior to the start of the project. No work shall commence without such written permission.

**VIOLATION OF CONTRACT**

26. The provisions of RA 9184 and its Implementing Rules and Regulations shall be applicable.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

HANILYN T. CIMAFRANCA, CPA  
Accountant III /e

RAMEL P. DAMEN  
Regional Director

WDC BUILDERS AND SUPPLIES

ANDREW WILSON J. CABANA  
Proprietor

**EFFECTIVITY & TERM OF CONTRACT**

27. This agreement shall take effect based on the effectivity date provided in the Notice to Proceed (NTP) and shall end upon its full performance, inclusive of warranty periods, and/or termination.

28. The term for the completion of the project shall be for Ninety (90) calendar days from the effectivity date provided in the Notice to Proceed (NTP).

**SPECIAL WARRANTIES AND UNDERTAKING  
FOR NON-INVOLVEMENT WITH TOBACCO INDUSTRY**

29. The Contractor hereby warrants and ensures that no private firm/company and/or individual connected with and/or belonging to the Tobacco Industry shall take active participation in the preparation, organization, promotion, and conduct of the activity as herein provided.

30. The Contractor further warrants that it is not part of the Tobacco Industry, nor is it engaged in business or practice, either in whole or in part, as a manufacturer, producer, distributor, wholesaler, or retailer of any Tobacco product or any component therein.

31. The Contractor hereby undertakes and agrees that any violation of the foregoing warranties and representations shall immediately grant DSWD FO X the option without need of notice the pre-termination of this Agreement and all payments due to the Contractor shall immediately be deemed waived without need of any subsequent formalities.

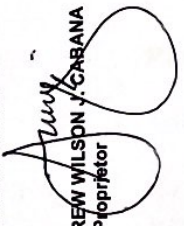
End of terms and conditions.

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE X:

  
HANLYNN T. CHIMA-FRANCA, CPA  
Accountant III F/S

  
RAMEL F. JAMEN  
Regional Director

WDC BUILDERS AND SUPPLIES

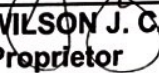
  
ANDREW WILSON J. CARANA  
Proprietor

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands at the bottom of this page and on left hand margin of all other pages of this agreement.

FIRST PARTY: DSWD FO X  
THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE X

  
\_\_\_\_\_  
RAMEL F. JAMEN  
Director

SECOND PARTY: CONTRACTOR  
WDC BUILDERS AND SUPPLIES

  
\_\_\_\_\_  
ANDREW WILSON J. CABANA  
Proprietor

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

Certification for funds availability:

  
\_\_\_\_\_  
HANILYN T. CIMAFRANCA, CPA  
Accountant III y8

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF CAGAYAN DE ORO ) S. S.

BEFORE ME, a Notary Public, this FEB 15 2024, in City of Cagayan de Oro, Philippines, personally appeared the following:

Name:

Identification Documents Shown:


Ramel F. Jamen \_\_\_\_\_

Andrew Wilson J. Cabana \_\_\_\_\_

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free act and voluntary deed.

WITH MY HAND AND SEAL.

Doc. No. 66  
Page No. 14  
Book No. 9  
Series of 2024.

  
ATTY. ED GIBSON C. BELARMINO  
Notary Public  
El Salvador to Binuangan, Misamis Oriental including  
Cagayan de Oro City  
Until December 31, 2024  
Notarial Commission No. 2023-126  
PTR No. 3239132/January 09, 2024/Misamis Oriental  
IBP No. 431600/January 27, 2024/Misamis Oriental  
Roll No. 82051 May 26, 2022  
MCLE Compliance No. - Newly admitted to the Bar  
San Lucas St. Corner San Guillermo St. Zone 6  
Capison, Kauswagan, Cagayan de Oro City  
TIN: 277-353-330