

**CONTRACT AGREEMENT**  
**No. 2022-008**

THIS AGREEMENT is made and executed this \_\_\_\_\_ day of **JUL 12 2022** 2022 by and between:

**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU** located at the DENR Compound, Visayas Avenue, Diliman, Quezon City (hereinafter called the “ENTITY”)

and

**STAND STILL CONSTRUCTION, INC.**, of Unit 3, G&T Building, Km. 20, Ortigas Avenue Extension, Santo Domingo, Cainta, Rizal (hereinafter called the “CONTRACTOR”).

WHEREAS, the ENTITY invited bidders for the procurement of a certain infrastructure project, particularly for the **Supply of Labor and Materials for One (1) Lot Replacement of Roof with Trusses and Roof Ceiling Eaves (National Ecology Center) per ITB No. EMB-INFRA-NCB-2022-0002** and has accepted a Bid by the CONTRACTOR for the said infrastructure project in the sum of **One Million One Hundred Fifty-Four Thousand Seven Hundred Fifty-Five Pesos and 19/100 (PhP1,154,755.19)** (hereinafter called “the Contract Price”).

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 referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - a) Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities
    - iv. General Conditions of Contract;
    - v. Supplemental Bid Bulletin No. 1, dated May 6, 2022
  - b) Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - c) Performance Security;
  - d) Notice of Award of Contract; and the Bidder’s conformé thereto; and
  - e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise**

*Angela  
Felicia Margabay*

form part of the Contract.

3. In consideration of the sum of **One Million One Hundred Fifty-Four Thousand Seven Hundred Fifty-Five Pesos and 19/100 (PhP1,154,755.19)**, or such other sums as may be ascertained, **Stand Still Construction, Inc.** agrees to **Supply the Labor and Materials for One (1) Lot Replacement of Roof with Trusses and Roof Ceiling Eaves (National Ecology Center)** in accordance with its Bid.
4. The **CONTRACTOR** shall be fully responsible for the timely delivery of Goods and Services for the afore-mentioned infrastructure project upon acceptance of Notice to Proceed (NTP) at the specified site as stated in the Schedule of Requirement.
5. In the event that the **CONTRACTOR** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extension if any, the **ENTITY** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. If the maximum reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
6. In consideration of the payments to be made by the **ENTITY** to the **CONTRACTOR** as hereafter mentioned, the **CONTRACTOR** hereby covenants with the **ENTITY** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
7. The **ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.
8. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control or and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented or avoided despite the exercise of due diligence.
9. The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

*Virica Magaña*

