



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE NO. V
RAWIS, LEGAZPI CITY

Contract Agreement

THIS AGREEMENT, made this 9th day of March, 2020 between the **DEPARTMENT OF BUDGET AND MANAGEMENT – REGIONAL OFFICE V**, RAWIS, LEGAZPI CITY, hereinafter called the “Entity” and **EQUATOR ENERGY CORPORATION** of L4 B88 BAYANI ROAD, WESTERN BICUTAN, TAGUIG CITY, 1630 hereinafter called the “Contractor”.

WHEREAS, the **ENTITY** is desirous that the Contractor execute the works for the **DESIGN AND BUILD OF 50KW SOLAR POWER SYSTEM OF DBM-ROV**, hereinafter called “the Works” to be completed within **180** calendar days and the **ENTITY** has accepted the bid for **FOUR MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND SIXTY-SIX PESOS & 46/100 (P 4,675,066.46) ONLY** by the **CONTRACTOR** for the execution and completion of such Works and the remedying of any defects therein.

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 integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Approved Bill of Quantities;
 - (e) Invitation to Bid;
 - (f) Instructions to Bidders;
 - (g) Bid Data Sheet;
 - (h) Addenda and/or Supplemental/Bid Bulletins;
 - (i) 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;
 - (j) Eligibility requirements, documents and/or statements;
 - (k) Performance Security;
 - (l) Notice of Award of Contract and the Bidder’s conforme thereto; and
 - (m) Other contract documents that may be required by existing laws and/or the Entity.
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 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 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 by the Contract.
5. Warranty Certificates from the Suppliers, Manufacturers, Installers and Contractor, including operating handbook/manual will be delivered to the owner prior to the turn over and acceptance.
6. If any disputes or difference of any kind, whatsoever, shall arise between the parties in connection with the implementation of the contract covered, the parties shall make effort to resolve amicably such dispute or difference by mutual consultation.

Handwritten signatures in blue ink on the left margin of the document, including a large signature at the top, a signature in the middle, and a signature at the bottom.

7. Any and for disputes arising from the implementation of the contract covered shall be submitted for Arbitration in the Philippines according to the provision of RA 876, otherwise known as Arbitration law, and RA 9285, otherwise known as Alternative Dispute Resolution Act of 2004. Provided however, that the disputes are within the competence of the Construction Industry Arbitration Commission to resolve it, it shall be referred thereto.
8. The contractor is required to perform other protocols/requirements as deemed required by COA, DOLE, and any other government agencies related to infrastructure project.

IN WITNESS whereof the parties hereto have caused this CONTRACT AGREEMENT to be executed the day and year first above written.

Signed, sealed, and delivered by RENATO M. DE VERA, MNSA, CESO III, the REGIONAL DIRECTOR for the ENTITY.

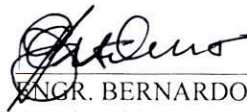
Signed, sealed, and delivered by ENGR. BERNARDO FABULA, the CEO/PRESIDENT for the CONTRACTOR.

Binding Signature of Procuring ENTITY:

Binding Signature of CONTRACTOR:




 RENATO M. DE VERA, MNSA, CESO III
 Regional Director



 ENGR. BERNARDO FABULA
 CEO/President- Equator Energy Corporation

Signed in the presence of:



 Republic of the Philippines)
 CITY OF LEGAZPI) S.S



ACKNOWLEDGEMENT

BEFORE ME, the undersigned Notary Public personally appeared:

Director RENATO M. DE VERA, with Driver's License No.: N04-81-060803 issued at Parañaque City, on June 6, 2018, and ENGR. BERNARDO FABULA, with CTC/Driver's License No. PRC No. 0097488 issued at Manila on Oct. 13, 2017, known to me to be the same persons who executed and signed the foregoing CONTRACT AGREEMENT and acknowledged to me that same are their own free act and deed and the parties they represented.

This instrument consists of two (2) pages including this page signed by the contracting parties and their witnesses on the left margin of the other page and all sealed with my notarial seal.

WITNESS MY HAND AND SEAL this 13 MAR 2020 2020, in Legazpi City, Albay, Philippines.

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AMORE REX B. RAÑESES
 COMMISSION No. NP-2017-06
 NOTARY PUBLIC FOR LEGAZPI CITY & PROVINCE OF ALBAY
 JAN. 1, 2020 UNTIL DECEMBER 31, 2021
 ROLL No. 60819
 IBP No. 094660, 11/12/17
 PTR No. 9087365, 1/3/2020
 MCLE COMP. No. VI-0005625
 RM. 210, LOS BAÑOS BLDG., PEÑARANDA ST., LEGAZPI CITY
 CP No. 09179022706, amorexrañeses@yahoo.com