

COA U.P. MINDANAO
RECEIVED

DATE JAN 17 2024

TIME: _____

2024-01-1077

CONTRACT AGREEMENT

**Rebidding of Improvement of Multi-Purpose Building, UP Sports Complex,
UP Mindanao, Davao City (PBM 2023-29)**

THIS AGREEMENT is made and entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, through its constituent unit, the **UNIVERSITY OF THE PHILIPPINES MINDANAO (UP MINDANAO)**, established by virtue of Republic Act No. 7889, with office address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LYRE ANNI E. MURAO, Ph.D.**, hereinafter referred to as the "UNIVERSITY";

and

The **DEVDEX CONSTRUCTION SERVICES**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at Blk 2, Lot 3 Grand Meadows, Subdivision Phase 1, Batangan, Valencia City, Bukidnon, represented herein by its Authorized Managing Officer/Proprietor, **ENGR. ARNEL N. BAUTISTA, PEE**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the UNIVERSITY is desirous that the CONTRACTOR execute the **Rebidding of Improvement of Multi-Purpose Building, UP Sports Complex, UP Mindanao, Davao City (PBM 2023-29)** hereinafter called "the Work" and the UNIVERSITY has accepted the Bid for **Thirteen Million Four Hundred Ninety-Nine Thousand Seventy-Six Pesos & 80/100 (Php13,499,076.80)** 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 meaning as that respectively assigned to them in the Conditions of contract hereinafter 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 part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- 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 (Surety Bond), as Annex "A" to "A-5";
- d. Notice of Award of Contract, as Annex "B" and the Bidder's conforme 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 form part of the Contract.

3. **PAYMENTS** - In consideration of the payments to be made by the UNIVERSITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the UNIVERSITY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The UNIVERSITY 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 by the contract.

The Contract Price is inclusive of all duties, taxes, license premiums, fees and charges which may accrue by virtue of the WORK, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contribution imposed by law and insurance. All such fees shall be for the account of the CONTRACTOR.

Any exemption in the payment of the foregoing shall be credited to the UNIVERSITY. The CONTRACTOR is obligated to inform the UNIVERSITY in writing of any exemption obtained or granted to it with respect to taxes, licenses, and other fees. The CONTRACTOR shall pay all cost incurred in the preparation of this Agreement, including notarial fees.

No changes shall be made on the contract price by reason of escalation in currency, the price of materials, tolls, equipment, or labor supervising during the course of the work, except under conditions specified by Law. Any adjustment in the Contract Price shall be done in accordance with guidance provided by law.

- a) The UP MINDANAO shall, upon a written request of the CONTRACTOR which shall be submitted as a contract document, make an advance payment to the CONTRACTOR in an amount equal to fifteen percent (15%) of the total contract price pursuant to Annex "E" (The 2016 Revised Implementing Rules and Regulations of Republic Act 9184).
- b) The advance payment of 15% shall be made upon the submission to and acceptance by the UP MINDANAO of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the WORK is accomplished, and accompanied by a claim for advance payment.
- c) The remaining amount shall be paid upon completion of the WORK.

4. **PERIOD OF WORK** - The CONTRACTOR shall complete the aforementioned WORK within **Three Hundred Sixty-Five (365)** calendar days from receipt of the Notice to Proceed ready for use of the UNIVERSITY unless prevented by causes like strikes, accidents, typhoons, floods and other natural calamities or other unforeseen events, which render the work incapable of completion, in which case the UNIVERSITY shall have the power to extend the time and shall certify accordingly.

No extension of contract time whatsoever shall be granted to the CONTRACTOR due to ordinary/unfavorable conditions, non-availability of equipment or materials to be furnished by it, labor problems and such causes for which the UNIVERSITY is not directly responsible, or when time-affected activities do not fall within the critical part of the network. The Provisions of RA 9184 and its IRR shall apply in case of suspension of work.

5. **SUBCONTRACT** - The CONTRACTOR shall not assign, transfer, pledge, convey, subcontract or make any other disposition of the Contract or any part or interest therein under this Contract without the consent of the UNIVERSITY.

6. **LIQUIDATED DAMAGES-** In the event the CONTRACTOR refuses or fails to deliver within the time herein specified, or within the period or extension that may be granted by the UNIVERSITY, if any, the UNIVERSITY is hereby authorized to deduct liquidated damages from any amount due under this contract.

To be entitled to such liquidated damages, the UNIVERSITY does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due to the CONTRACTOR under the Contract and/or collect such liquidated damages from the securities posted by the CONTRACTOR whichever is convenient to the UNIVERSITY.

The amount of liquidated damages to be paid by the CONTRACTOR shall be ONE TENTH OF ONE PERCENT (1/10 of 1 %) of the cost of the unperformed portion of the works for every day of delay.

The provisions of RA 9184 and its IRR on liquidated damages shall apply in case of liquidated damages.

7. **VIOLATION OF TERMS AND CONDITIONS** - If the CONTRACTOR in any manner neglects or fails to perform any agreement herein stipulated, the UNIVERSITY shall give written notice to the CONTRACTOR to proceed with such work and to perform such agreement, and if it shall fail to do so accordingly within five (5) days from receipt thereof, and the Project Engineer shall certify that such failure is sufficient ground for action, it shall be lawful for the UNIVERSITY to enter upon the premises and to complete the work contemplated under this Contract, and to use or authorize such other contractor or person to use thereof any tools, materials and property of the CONTRACTOR in such event shall be liable to the UNIVERSITY for the amount incurred in excess of the contract price plus other damages the UNIVERSITY may suffer by reason thereof.
8. **LIABILITY CLAUSE** - The UNIVERSITY shall not be liable for any damage or prejudice caused to third persons arising out of or related to the contract, provided that there was no negligence on the part of the UNIVERSITY.
9. **AMENDMENTS AND REVISIONS** – All amendments or revision of any provision of this contract shall be upon the prior written consent of both parties subject to the execution of an appropriate instrument for the purpose.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed this 11 JAN 2024 (date).

UNIVERSITY OF THE PHILIPPINES
MINDANAO

By:



LYRE ANNI E. MURAO, Ph.D.
Chancellor

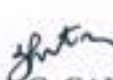
DEVIREX CONSTRUCTION
SERVICES

By:


ENGR. ARNEL N. BAUTISTA, PEE
Authorized Managing Officer/Proprietor

Signed in the presence of:


LEO MANUEL B. ESTAÑA
Vice Chancellor for Administration


ZENAIDA G. CALATRAVA, CPA
Chief, Accounting Office

UP Mindanao

UP Mindanao

Republic of the Philippines)
DAVAO CITY) ss.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit:

Name	Gov't Issued ID	Date Issued
1. Lyre Anni E. Murao	<u>L02-06-003064</u>	<u>07/03/2018</u>
2. Arnel N. Bautista	<u>0004153</u>	<u>09/26/2017</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of four (4) pages including this page where the Acknowledgement is written, refers to a Contract Agreement between the UNIVERSITY OF THE PHILIPPINES MINDANAO and DEVDREX CONSTRUCTION SERVICES. It has been signed by the parties and their instrumental witnesses at every page.

WITNESS MY HAND AND NOTARIAL SEAL this 11 JAN 2024 day of _____
2023 at Davao City, Philippines.

Doc. No.: 200
Page No.: 42
Book No.: 11
Series of 2024.



[Handwritten signatures in blue ink]



Travellers Insurance Surety Corporation

Dear 206 2nd Flr. City Centre, Cagayan-Chavez Bldg., 8000
Cagayan de Oro City (Capital), Misamis Oriental, Philippines
VAT Reg. No. 000-196-006-00012

012

OFFICIAL RECEIPT

CONDITIONS GOVERNING ISSUE OF THIS RECEIPT

If this receipt is not acceptable to the Company for the purpose intended, it will be returned to the source of issuance. A number of provisions shall be considered only in presence of the undersigned officials of the Company and to the possession of the policy/contract of insurance coverage will have been, or to be done. Any check or money order tendered shall not be considered as payment until such check or money is cleared/credited for the Company.

Date: 12/15/23

RECEIVED from DEVOREX CONSTRUCTION SERVICES
Address: GRAND MEADOWS, SUBDIVISION, BATANGAN, VALENCIA CITY, BURIGNON
Amount: TWENTY NINE THOUSAND THREE HUNDRED NINETY SEVEN PESOS & 53/100 C

Policy No. 29,397.53 Amount of Coverage: ₱ - Period of Coverage: From 12/22/23 To 12/22/23
G13A-069680

		PHILIPPINE CURRENCY	
		Pesos	Cts.
Cash	₱		
Check	₱		
Bank			
No.			
Agency Code			
This receipt Provisional Receipt No.			
Date			
VAT/PREMIUM (on net value)			
Documentary Stamp		22,273.00	
Fire Service Tax		2,384.10	
Premium Tax		2,672.82	
Local Gov't. Tax			
Notarial Fee		167.05	
Reinsurance Account			
OTHERS		750.00	
TOTAL		₱ 750.00	

Monthly Value: 29,397.53

VAT Exempt Item

Zero Rated Item

VAT Exempt: University of the Philippines

Fund: BOYS AND AWARDS COMMITTEE

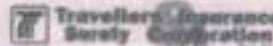
Account No. 100-1000000000000000000

Account Date: 12/15/23

Account No. 100-1000000000000000000

Account No. 100-1000000000000000000

Account No. 100-1000000000000000000



N^o 0011764

THIS OFFICIAL RECEIPT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY AND/OR CONTRACT OF INSURANCE COVERAGE. IT IS NOT VALID UNLESS ACCOMPANIED BY THE POLICY/CONTRACT OF INSURANCE COVERAGE. THE RECEIPT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE.

ANNEX "A-1"



Your Key to Stability. Your Partner in Success.

Head Office:
110 Floor, G.E. Atrium Bldg., T.M. Kalaw
Cor. J. Romulo Street, Ermita, Manila
Tel. 8521-8822, 8521-5455, 8525-8327
Fax. 8521-4871, 8525-1118

G (13)-A 069680

TRISCO BOND NO.	069680
PREMIUM P.	22,273.68
D.S.	2,784.39
E-VAT	2,672.82
LGT	187.05
N. FEE	750.00
MISC	750.00
TOTAL P.	29,387.53

**PERFORMANCE BOND
(SURETY BOND)**

(Performance Security pursuant to Section 39 of the
Implementing Rules and Regulations of R.A. No. 9154)

KNOWN ALL MEN BY THIS PRESENTS:

That we, DEVOREX CONSTRUCTION SERVICES
of GRAND MEADOWS, SUBDIVISION, BATANGAN, VALENCIA CITY, BURGOS as Principal,
and **TRAVELLERS INSURANCE & SURETY CORPORATION**, a corporation duly organized and existing under and by virtue of
the laws of the Philippines, as Surety, are held and firmly bound unto UNIVERSITY OF THE PHILIPPINES MINDANAO
ADMINISTRATION BLDG., MENTAL DAMPASCAN, DAVAO CITY Obligee in the sum of Pesos
FOUR MILLION FORTY NINE THOUSAND SEVEN HUNDRED TWENTY THREE PESOS & 68/100 (P4,000,723.68)
Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the above-bonded Principal entered into a contract with the Obligee for the:

**REBIDDING OF IMPROVEMENT OF MULTI-PURPOSE BUILDING, UP SPORTS COMPLEX
MINDANAO, DAVAO CITY (PBM 2023-28)**

Notice of Award, copy attached forming part hereof.

WHEREAS, the principal is required to post a bond to guarantee its obligation and responsibilities and
shall accomplish the project in accordance with the terms and conditions by the Obligee.

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful
performance of the obligations of the Principal under the contract within the period of DECEMBER 22, 2023 TO
DECEMBER 22, 2024 as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules
and Regulations of R.A. No. 9154 and an additional one year (1) coverage from date of completion up to final acceptance to
guarantee that the above-bonded Principal shall undertake the repair works of any damage to the infrastructure on account
of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the
Implementing Rules and Regulations (IRR) of R.A. 9154.

This bond is callable on demand. The liability of the surety company shall in no case exceed the sum of
FOUR MILLION FORTY NINE THOUSAND SEVEN HUNDRED TWENTY THREE PESOS & 68/100 (P4,000,723.68) Philippine Currency. In
case of default or failure of the Principal, the Obligee shall notify the Surety by sending the notice of claim with attached
supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfil all the undertakings, covenants, terms, conditions,
and agreements stipulated in said contract, R.A. No. 9154 and its Implementing Rules and Regulations, then the obligation shall
be null and void; otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance
pursuant to Section 39, IRR of R.A. No. 9154 and that the Surety does not assume responsibility for any liability incurred or created
after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final
acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such
extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on NINE day of JANUARY
20 24 at CAGAYAN DE ORO CITY

DEVOREX CONSTRUCTION SERVICES
ENGR. ARNEL BAUTISTA
PROPRIETOR
Principal

GLENS MASAGAN

SIGNED IN THE PRESENCE OF

TIN: 000-176-058-400 VAT

SERFIDO D. DAGBAY
ACTING OPERATION
Authorized Signature

ANNEX "A-2"

TRISCO BOND NO. G13A-059680

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES } S.S.
PROVINCE OF BUKIDON
In the VALENCIA, BUKIDON, Philippine Islands, this 22nd day of Dec 23
personally appeared SEIGFREDO D. DAGBAY

NAME	IDENTIFICATION NO.	ISSUED	
		AT	ON
DEVOREX CONSTRUCTION SERVICES ENGR. ARNEL N. BAUTISTA, PEI <i>Proprietor</i>	03967978	VALENCIA CITY	01/03/2023

and SEIGFREDO D. DAGBAY, 1ST VP-OPERATIONS with Identification No. 28345978
issued at CAGAYAN DE ORO CITY on January 05, 2019 for and in behalf of TRAVELLERS
INSURANCE & SURETY CORPORATION with Comm. Tax No. 00851180 issued at Manila on 01/07/2023
to me known to be the same persons who signed and executed the foregoing instrument and acknowledged
before me the same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my notarial seal at the place and date first
above written.

Doc. No. 172
Page No. 36
Book No. 8809
Series of 2023

ATTY. JOHANNES M. LACURA
NOTARY PUBLIC
UNTIL DEC 31, 2024
ROLL OF ATTORNEYS NO. 57105
IBP NO. 180707:500, 23, 2022
PTR NO. 9008774:001, 2, 2023
TIN NO. 787430-323-000
PROVINCE OF BUKIDON

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

I, SEIGFREDO D. DAGBAY, Branch Manager of TRAVELLERS INSURANCE & SURETY
CORPORATION having been duly sworn, states and deposes that the said TRAVELLERS INSURANCE & SURETY
CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with
its principal office at Manila, and is duly authorized to execute and furnish bonds for all purposes within the Philippines,
and that it is actually worth the amount specified in the foregoing undertaking to wit:
FOUR MILLION FORTY NINE THOUSAND SEVEN HUNDRED TWENTY THREE PESOS & 04/100 ONLY
(P 4,049,723.04) Pesos, Philippine Currency, over and above all just debts and obligations and property,
except for execution.

Travellers Insurance
Surety Corporation
TIN 000 196-05X-000 VAT
SEIGFREDO D. DAGBAY
1ST VP OPERATION

Subscribed and sworn to before me this 22nd day of Dec 23 at VALENCIA, BUKIDON
Philippines, Affiant exhibited to me his Identification No. and that of the Corporation as above mentioned.

Doc. No. 173
Page No. 36
Book No. 8809
Series of 2023

ATTY. JOHANNES M. LACURA
NOTARY PUBLIC
UNTIL DEC 31, 2024
ROLL OF ATTORNEYS NO. 57105
IBP NO. 180707:500, 23, 2022
PTR NO. 9008774:001, 2, 2023
TIN NO. 787430-323-000
PROVINCE OF BUKIDON

ANNEX "A-3"



Travellers Insurance Surety Corporation

10F, G.E. Antonio Bldg., T.M. Kalaw Corner A. Roaño St., Ermita, Manila
Tel. Nos. 852-9443 • 840-4327 • 8524-0173 Fax Nos. 8527-4821 • 8125-1712

BOND NO. 613A-GUMBO

INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

WE, THE UNDERSIGNED

jointly and severally bind ourselves in favor of the TRAVELLERS INSURANCE & SURETY CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, hereinafter called the SURETY for and in consideration of its having become SURETY, on behalf of

DEVOREX CONSTRUCTION SERVICES

GRAND MEADOWS SUBDIVISION, BATANGAS, VALENCIA CITY, BUKIDNON

as PRINCIPAL, on a bond in the sum of THREE MILLION ONE HUNDRED SEVENTY TWO THOUSAND SEVEN HUNDRED TWENTY THREE PESOS & 00/100 ONLY in Philippine Currency, in favor of DEVOREX CONSTRUCTION SERVICES, which bond is entirely incorporated herein by reference and made a part of this Indemnity Agreement.

For and in consideration of the execution / issuance by the SURETY or said bond, we, the undersigned, jointly and severally, bind ourselves in favor of the SURETY to the following obligations, terms and conditions:

PAYMENT OF PREMIUM: To pay in advance to the SURETY the premium of said bond in the amount of P. 22,278.00 plus taxes and other charges for each period of 4-90 or fraction thereof, to be recognized from this date until said bond is cancelled, returned in full by the Obligor or by virtue of a final order or judgment of a Tribunal or Court of competent jurisdiction.

INDEMNIFICATION: To indemnify the SURETY for all damages, payments, advances, losses, costs, taxes, penalties, charges, attorney's fees and expenses of whatever kind and nature that the SURETY may at any time sustain or incur as a consequence of having become surety upon the above-mentioned bond, and to pay, reimburse and make good to the SURETY, its successors and assigns, all sums or money which it shall pay or become liable to pay by virtue of said bond even if said payment's or liability exceeds the amount of the bond. The indemnity for attorney's fees shall be twenty percent (20%) of the amount claimed by the SURETY, but in no case less than TWO THOUSAND FIVE HUNDRED (P2,500.00), whether the SURETY's claim is settled judicially or extra-judicially.

MATURITY OF THE OBLIGATION TO INDEMNIFY THE SURETY: Indemnification due from us to the SURETY under this agreement shall be paid by us to the SURETY upon receipt by the SURETY from the Obligor of any demand or claim under the above-mentioned bond, whether said demand or claim or part thereof has been actually paid by the SURETY or not. We authorize the SURETY to grant extensions to any of us, or to accept in any case and at its entire discretion payment in full or in part from any of us of the indemnities due to the SURETY, but no extension granted to any of us, or novation, compensation or payment made with any of us, shall extinguish our joint and several obligation to indemnify the SURETY, as long as all indemnities due to the SURETY have not been fully paid. It shall not be necessary for the SURETY to bring suit against the principal upon his default, or first exhaust his property, since our liability under this agreement is joint and several and due and demandable upon receipt by the SURETY of any claim or demand arising from the bond.

INTEREST IN CASE OF DELAY: In case of delay in the payment by the undersigned of any of these obligations to the SURETY as they become due, said obligations shall bear interest, as penalty, at the rate of twenty percent (20%) per annum from the date until paid.

INCONTESTABILITY OF PAYMENTS MADE BY THE SURETY: Any payment or disbursement made by the SURETY on account of the above-mentioned bond, either in the belief that the SURETY was obligated to make such payment or in the belief that such payment was necessary in order to avoid a greater liability or obligation for which the SURETY might be liable by virtue of the terms of the above-mentioned bond, shall be final, and will not be contested by the undersigned, who jointly and severally bind themselves to indemnify the SURETY from any such payment or disbursement.

WAIVER AS TO VENUE OF ACTION: Any court action which may arise between the SURETY and the undersigned in connection with, or by reason of, this document shall be brought before the Court of competent jurisdiction in Metro Manila or any other municipality, city or province, at the option of the SURETY, the undersigned hereby waiving any other venue.

WAIVER OF OTHER RIGHTS: The undersigned hereby waive all the rights, privileges, benefits and defenses that they have or may have under Articles 1715, 1721 and 1722, of the New Civil Code of the Philippines (R.A. 386).

RENEWALS, ALTERATIONS, SUBSTITUTIONS, ETC.: The undersigned hereby empower and authorize the SURETY, its agents or assigns or make or consent to the execution or granting or making of any and all renewals, extensions, supplements, amendments and variations, including changes of obligor or in the amount of the original bond herein referred to or the obligation / undertaking it requires, and to accept or consent to the execution of any and all replacement or substitute bonds with the same or different terms, conditions and parties. The undersigned hereby waive receipt of such authorized acts and hold themselves jointly and severally liable hereon under the said bond and conditions of this Indemnity Agreement, without the necessity of executing another Indemnity Agreement in favor of the SURETY.

Each of the undersigned, by this instrument, hereby grants a Special Power of Attorney in favor of any or all of the others to the mutual use of the undersigned who represent the others in any and all transactions / agreement / obligation / undertaking related or connected with the above-mentioned bond, without the necessity of knowledge or consent of the others, who hereby accept as valid such acts and deeds and are deemed by any of the attorney's to act by virtue of this Special Power of Attorney.

CANCELLATION OF THE BOND BY THE SURETY: The SURETY may at any time ask the Obligor to cancel the above-mentioned bond, subject to any liability which may have accrued prior to the date of cancellation, refunding to the undersigned the proportionate amount of the premium collected on the date of cancellation.

ANNEX "A-4"

COLLATERALS / SECURITIES: To secure the provisions of this Indemnity Agreement the undersigned shall, upon demand of the SURETY at any time, furnish collaterals / securities acceptable to the SURETY. For this purpose, the undersigned bind themselves to execute the necessary documents and pay in advance the expenses for the preparation and registration thereof. Such collaterals / securities shall not impair / diminish the validity and force and effect of any provisions of this Indemnity Agreement, or any right, power or authority of the SURETY under this Indemnity Agreement or any other document executed or to be executed by the undersigned in favor of the SURETY.

SEVERABILITY OF PROVISIONS: It is hereby agreed that should any provisions of this agreement be declared by competent authority to be invalid or otherwise unenforceable, all the remaining provisions herein contained shall remain in full force and effect.

NOTIFICATION: The undersigned hereby acknowledge due notice that the SURETY has accepted this undertaking executed by them in favor of the Surety.

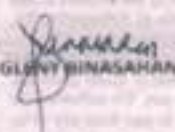
Date, in VALENCIA, BUKIDNON, Philippines, this 22nd day of Dec-23

DEVOREX CONSTRUCTION SERVICES **GRAND MEADOWS SUBDIVISION, BATANGAN, VALENCIA CITY, BUKIDNON**
ENGR. ARNEL N. BAUTISTA, PEE
 Proprietor
 Address: _____ Address: _____

DEVOREX CONSTRUCTION SERVICES **GRAND MEADOWS SUBDIVISION, BATANGAN, VALENCIA CITY, BUKIDNON**
ENGR. ARNEL N. BAUTISTA, PEE
 Proprietor
 Address: _____ Address: _____

Address: _____ Address: _____

SIGNED IN THE PRESENCE OF


GLENSY BINASAAN

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 I, XX, _____

PROVINCE OF BUKIDNON _____, Philippines, this _____ day of _____
VALENCIA, BUKIDNON, personally appeared before me _____

NAME	IDENTIFICATION NO.	ISSUED ON	ISSUED IN
ENGR. ARNEL N. BAUTISTA, PEE	83967972	CITY BUKIDNON	01/03/2023

in my known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

ATTY. JONALYN D. VILLACURA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2024
 ROLL OF ATTORNEYS NO. 57185
 IBP NO. 180707; NOV. 23, 2022
 PTR NO. 5086774; JUN. 4, 2023
 TIN NO. 707-430-323-000
 PROVINCE OF BUKIDNON

Doc. No. 177
 Page No. 37
 Book No. 10718
 Series of 1077

CERTIFIED TRUE / EXACT COPY
 RECORDS DIVISION
 JAN 14 2024
Joanna
 OFFICE ASSISTANT



Reg. 2022/16-R
 No. 2022/16-R

Republika ng Pilipinas
 Republic of the Philippines
 Kagawaran ng Pananalapi
 Department of Finance
 INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
 CERTIFICATE OF AUTHORITY

ITO AY PATURAY na ang **TRAVELLERS INSURANCE & SURETY CORPORATION**
 NG **LUNGSOD NG MAYNILA, PILIPINAS**

na isang **DENIS DI-SUNAY**
 (FINE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang hinakda ng batas

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban

niang **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng

araw ng Disyembre, taong dalawang libu't dalawampung apat

maliban kung edad na bearin a pugon ng may makatunayang dahilan.



Bilang **KATURAYAN NITO**, iniangat ko ang aking pangalan

at kumalat ang Oportul na Tula ng aking Tanggapan

sa Lungsod ng Maynila, Pilipinas, ito ay may kas

simula ika-isa ng Enero 2022

Dennis B. Funa
DENNIS B. FUNA
 Insurance Commissioner

AND No. 119 issued on
 April 4, 1967
 2024

2024-01-1077

ANNEX "B"



**BIDS AND AWARDS COMMITTEE
UNIVERSITY OF THE PHILIPPINES MINDANAO**

Administrative Building, Mindanao, Davao City 9012, Philippines
T: +63 82 2010214 F: +63 82 2010214 E: baac@upmindanao.edu.ph

NOTICE OF AWARD

**BAC-INFRA-NOA-LAEM
2023-005_V00**

2 0 DEC 2023

ARNEL N. BAUTISTA
Sole Proprietor/Authorized Representative
Deedees Construction Services
Grand Meadows Subdivision, Barangay Datagan,
Valencia City, Bukidnon

Dear Mr. Bautista:

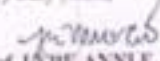
We are pleased to inform you that your bid for the **Rebidding of Improvement of Multi-Purpose Building, UP Sports Complex, UP Mindanao, Davao City (PBM 2023-29)** with the amount of P13,499,076.80 has been accepted.

You are therefore required, within ten (10) calendar days from receipt of this Notice of Award, to submit the performance bond in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	5% of total contract price
b. Bank Draft Guarantee or Irrevocable Letter of Credit	5% of total contract price
c. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission	30% of total contract price

You are hereby advised to accept the award by signing in the space below and to come to UP Mindanao Administration Building for the signing of the contract. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Very truly yours,


Prof. LAYRE ANNI E. MURAO, Ph.D.
Chancellor

Confidential


Printed Name & Signature

12-22-2023
Date



UP Seal is Mindanao
for Mindanao and Beyond