



Contract Agreement

THIS AGREEMENT, made this **9th** day of **July, 2021** between **Department of Education, Division of Tangub City**, Anecito Siete St., Mantic, Tangub City (hereinafter called the "Entity") and **ESL Milestone Builders and Supply, Inc.**, Purok 7, Isidro D. Tan, Tangub City.

WHEREAS, the Entity is desirous that the Contractor execute the **CY 2021 BASIC EDUCATION FACILITIES FUND REPAIR AND REHABILITATION OF VARIOUS SCHOOL BUILDINGS – 5 CLASSROOMS OF SALIMPUNO ES** with contract identification number **Repair 2021-RX-Tangub City-001** (hereinafter called "the Works") and the Entity has accepted the Bid for **Two Million Three Hundred Forty-One Thousand Twenty-Six Pesos and Seven Centavos (Php 2,341,026.07)** 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) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. Contract duration or completion period shall commence within **ONE HUNDRED TWENTY (120) CALENDAR DAYS**, seven (7) calendar days from the date of receipt of the **Notice to Proceed** by the Supplier, or on the date specified in the Notice to Proceed if a date is specified for a purpose.
4. 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.
5. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184.
7. The Contractor shall pay the Entity for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The Entity shall deduct the liquidated damages from the payments or any money due or which may become due to the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Entity. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to the Entity.
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Procuring Entity, in any of the following amounts and forms:

5% of the Contract Price	Cash, Letter of Credit issued by a Universal or Commercial Bank, if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank
30% of the Contract Price	Surety Bond called upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by **AGUSTINES E. CEPE, CESO V**, the **Schools Division Superintendent, Department of Education-Tangub City, Tangub City** (for the Entity).

Signed, sealed, delivered by **EDGAR C. LINGANAY JR.**, the **Proprietor, ESL Milestone Builders & Supply Inc., P-7, Isidro D. Tan, Tangub City** (for the Contractor).

Binding Signature of Procuring Entity:

Binding Signature of Contractor:


AGUSTINES E. CEPE, CESO V
 Schools Division Superintendent


EDGAR C. LINGANAY JR.
 Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

SIGNED IN THE PRESENCE OF:


LORENA P. SERRANO
 BAC Chair

AND


PORFERIO A. MOSQUERA
 BAC Member

ALLOTMENT AVAILABLE:


MARITES C. SUMINGUIT
 Budget Officer-III

REPUBLIC OF THE PHILIPPINES)
Province of Misamis Occidental) s.s.
CITY OF _____)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for TANGUB CITY, Philippines,
this 4th day of July, 2021 personally appeared:

RESIDENCE CERTIFICATE

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
1. AGUSTINES E. CEPE DepED, Division of Tangub City Entity	_____	_____	_____
2. EDGAR C. LINGANAY JR. ESL MILESTONE BUILDERS & SUPPLY INC. Contractor	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

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NOTARY PUBLIC
Until _____
ATTY. JIM L. LIMA
Notary Public, Mis. Occ.
Notary No. 2018-01
Commission Expires 12/31/2023
R.N. No. 55936
PTR No. 2018-21 - Tangub City
IBP No. 15-01-01-21 - Quezon City
82-343-000
MCLE Compliance No. v4 - 0010469 - valid until 04/30/2022