



**CY 2021 Basic Education Facilities Fund (BEFF)**

Contract No.: I-2023-23

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this DEC 11 2023 day of DEC 11 2023, 2023 and between the Department of Education, Schools Division of Tabuk City at City Hall Compound, Tabuk City, Kalinga represented herein by the OIC City Schools Division Superintendent, BENEDICTA B. GAMATERO, CESO V, hereinafter referred to as the "Owner" of the one part BANGYAN 3D CONSTRUCTION represented herein by the General Manager, MAX P. DUGUIANG III with office address at Bulanao, Tabuk City, Kalinga, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner invited bids for certain work stated in the above Project consisting of **Construction of One (1) Storey-Four(4) Classrooms School Building (Common Toilet) with school furniture, Solar PV Energy System and Solar Light (Electrical Work), Water System (Well Drilling Work), Perimeter Fence, School Gate, Flagpole and Ground Improvement at Cataw ES** and received various bids ; the Owner opened, read and evaluated the bid of the said bidders, found the bid of BANGYAN 3D CONSTRUCTION responsive ; after the evaluation, the Owner conducted post-qualification and declared the bid of the Contractor as Single Calculated Responsive Bid for the said contract;

WHEREAS, the Entity is desirous that the Contractor execute the **Construction of One (1) Storey-Four(4) Classrooms School Building (Common Toilet) with school furniture, Solar PV Energy System and Solar Light (Electrical Work), Water System (Well Drilling Work), Perimeter Fence, School Gate, Flagpole and Ground Improvement at Cataw ES** is under the Project , (hereinafter called "the works" ) and the Entity has accepted the BID for of **Twenty Three Million Two Hundred Thirteen Thousand Seven Hundred Seventy Six Pesos and Twenty Five Centavos (P23,213,776.25)** by the contractor for the execution and completion of such Works and the remedying of any defects therein.:

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree 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 the Agreement , to wit:
  - (a) General and Special Conditions of Contracts;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) addenda and/or supplemental/Bid Bulletins, if any;
  - (h) 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 clarification on the bid), including corrections to the bid, if any, resulting from the |procuring Entity's Bid Evaluation;
  - (i) Eligibility requirements, documents and/or Statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conformed thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.

*APRIL GAYNE GAWED*  
BANGYAN 3D CONSTRUCTION  
Witness

*MAX P. DUGUIANG III*  
Authorized Managing Officer,  
BANGYAN 3D CONSTRUCTION

*ENGR. PAUL PALLISO*  
OWNER'S WITNESS

*BENEDICTA B. GAMATERO Phd., CESO V*  
OWNER





3. The contract duration or completion period shall be 270 calendar days reckoned on the "Start Date" of the Contract Duration or completion period; The "Start date" is Seven (7) calendar days from receipt of the Notice to Proceed by the Constructor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Managers, the Managers hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Managers in consideration of the execution and completion of such works and the remedying of all defects therein, 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 the Contract.
6. The Contract Price shall be paid to the Managers 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 Managers shall pay the Owner for the 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 unperformed portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due to the Managers under this Contract and/or collect such liquidated damages from retention money or other securities posted by the Managers whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Managers shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

5% of the Contract Price	Cash; or 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 callable upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

  
BENEDICTA B. GAMATERO Phd., CESO V  
Owner

SIGNED, SEALED AND DELIVERED BY:

  
MAX P. DUGUIANG III  
Authorized Managing Officer  
BANGYAN 3D CONSTRUCTION

SIGNED IN THE PRESENCE OF:

ENGR. PAUL PALLISO  
Owner's Witness

  
APPLE VAYNE GALWED  
Witness, BANGYAN 3D CONSTRUCTION



REPUBLIC OF THE PHILIPPINES)  
CITY OF TABUK ) S.S.

## ACKNOWLEDGMENT

NAME		GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilHealth... IDs)		
		NUMBER	ISSUED ON	ISSUED AT
OWNER	BENEDICTA B. GAMATERO			
CONTRACTOR	MAXP. DUGUIANG III	247-053-127		

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

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

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

Notary Public  
**ATTY. ERROL B. COMAFAY JR.**  
Notary Public for the Province of Kalinga until 31 Dec 2023  
Notarial Commission No. 2022-005  
2nd Floor UCCP Bldg., Manuel S. Agyao Blvd.,  
Purok 4, Brgy. Bulanao, Tabuk City, Kalinga, 3800  
Roll No. 56993, IBP Lifetime Member No. 014313  
PTR No. 0926795L, Tabuk City, Kalinga, 04 Jan 2023  
MCLE Compliance No. VII-0026763, 07 Mar 2023

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Series of 2023

ENGR. PAUL PALLISO  
OWNER'S WITNESS

BENEDICTA B. GAMATERO  
OWNER

MAX P. DUGUIANG III  
Authorized Managing Officer,  
BANGYAN 3D CONSTRUCTION

APPLE JAYNE CALWED  
BANGYAN 3D CONSTRUCTION Witness