



Republic of the Philippines
Department of Education
 REGION XII
 DIVISION OF GENERAL SANTOS CITY

COMPLETION OF THE REPAIR AND REHABILITATION OF FOUR (4) CLASSROOM SCHOOL BUILDING AT SPED INTEGRATED SCHOOL
Contract No.: 2023-005-L1

THIS CONTRACT, made and entered into this ___ day of ____, 2023 by and between the:

The Department of Education, Division of General Santos City, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, located at Tiongson Street, Lagao, General Santos City, duly represented herein by its **Schools Division Superintendent, ISAGANI S. DELA CRUZ, CESO V**, hereinafter referred to as the "Procuring Entity";
 -and-

PMGY Construction and Supply, a private entity, represented herein by its **Proprietor, GLENN PAUL I. YUMANG** with office address at Brgy. San Isidro, General Santos City, hereinafter referred to as the "Contractor";

WHEREAS, the Procuring Entity advertised the Invitation to Bid for Completion of the Repair and Rehabilitation of Four (4) Classroom School Building at SPED Integrated School, Project No. 2023-005-Lot 1, and received bids from the contractors for the infrastructure; the same were opened, read and evaluated, thereafter bids was post-qualified and declared the Contractor with the lowest calculated bid for the said project in the sum of **One Million Three Hundred Thirty Eight Thousand Four Hundred Sixty Pesos and 48/100 (1,338,460.48)**, hereinafter called the "Contract Price";

WHEREAS, the Procuring Entity through DepEd-Division of General Santos City Bids and Awards Committee (BAC) passed a resolution (**Resolution No. 2023-005-L1**) to award in favor of the Contractor, which was approved by the Head of the Procuring Entity;

NOW, THEREFORE, for and in consideration of the abovementioned premises, the **Procuring Entity** and the **Contractor** hereby agree as follows:

1. The following documents shall be attached, deemed to form and be read and construed as part of this agreement, to wit:
 - 1.1 Contract Agreement
 - 1.2 Bidding Documents, including Bid Bulletin/s;
 - 1.3 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - 1.4 Performance Security;
 - 1.5 Notice of Award of contract;
 - 1.6 Contractor's All Risks Insurance (CARI); and
 - 1.7 Other documents that may be required by the law and or Procuring Entity

CONTRACTOR'S WITNESS

CONTRACTOR'S REP

DIVISION OF GSC WITNESS

DIVISION OF GSC'S SIGNATORY



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OBLIGATIONS OF THE CONTRACTOR

2. In consideration of the payment to be made by the Procuring Entity to the Contractor, the Contractor hereby covenants to perform the obligations stated in the ITB and its attachments.
3. The Contractor shall complete the project, within 90 days which shall commence upon receipt of the Notice to Proceed (NTP), in accordance with the specifications stated in the Plans and Program of Works.
4. If the Contractor fails to satisfactorily deliver any or all of the Goods and/or perform the services within the period/s specified in the agreement inclusive of duly granted time extension, if any, the Procuring Entity shall, without prejudice to any other remedies under this Contract and applicable law, deduct from the contract price, as liquidated damages the applicable rate of 1/10 of 1% of the cost of unperformed portion for every day of delay until the actual delivery or performance.

In case the total sum of the liquidated damages reaches 10% of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

OBLIGATIONS OF THE PROCURING ENTITY

5. DepEd- Division of General Santos City may reject any part thereof that fails to pass the inspection.
6. Conduct pre-construction conference with the contractor within seven (7) days after the receipt of the Notice to Proceed (NTP).
7. Pay the Contractor after the issuance of the following:
 - a. Billing Statement/Sales Invoice issued by the Contractor; and
 - b. Certificate of Satisfactory Delivery/Acceptance issued by the Procuring Entity.

AMENDMENT

8. Any amendment to this Agreement shall be made in writing and signed by the procuring entity and the contractor.

ALTERNATIVE DISPUTE RESOLUTION

9. Should any dispute related to this agreement and/or the rights of the parties arise, the same shall be submitted to usual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in General Santos City.

CONTRACTOR'S WITNESS

CONTRACTOR'S REP.

DIVISION OF GSC WITNESS

DIVISION OF GSC'S SIGNATORY




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VENUE IN CASE OF SUIT

10. In case of court suit, the venue shall be the courts of competent jurisdiction in General Santos City, to the exclusion of all any other courts.


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.


SIGNED, SEALED AND DELIVERED BY:


ISAGANI S. DELA CRUZ, CESO V
 Schools Division Superintendent


GLENN PAUL I. YUMANG
 Proprietor

SIGNED IN THE PRESENCE OF:


ATTY. PRINCESS ROSSHIEEN L. HORTAL
DepEd, Division of GSC's Witness



Contractor's Witness



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REPUBLIC OF THE PHILIPPINES)
 CITY OF GENERAL SANTOS CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in GENERAL SANTOS CITY, Philippines, this ____ day of _____, 2023, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
 (Passport, Driver's License, SSS, GSIS, Philhealth...IDs)
 NAME NUMBER ISSUED AT

DepEd, DIVISION OF GSC ISAGANI S. DELA CRUZ 006-0121-7718-7 (UMID) GSC

Contractor GLENN PAUL I. YUMANG 09420396-4 GSC

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of four (4) 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.

Doc. No. 446
 Page No. 1
 Book No. 1501
 Series of 2023.


ATTY. ALMA J. GOROSPA AGAYAN
 NOTARY PUBLIC FOR GENERAL SANTOS CITY
 UNTIL DECEMBER 31, 2023
 ROLL OF ATTORNEYS NO. 60302
 PTR NO. GS0510732A: 12/28/2022: GSC. VALID UNTIL DEC. 31 2023
 IBP NO. 255579: 12/28/2022: GSC
 TIN 931-039-623: DIR
 MCLE COMP. VII-0019328 VALID UNTIL 12/31/2023

