

CONTRACT

JAN 10 2020

THIS CONTRACT made and entered into this _____ day of _____, 2020 by and between the **DEPARTMENT OF EDUCATION (DepEd-CAR)**, located at Wangal, La Trinidad, Benguet, a duly constituted government agency of the Philippines, represented by **MAY B. ECLAR, Ph. D. CESO V**, of the one part and **FAMILY CIRCLE CONSTRUCTION**, represented herein by **MR. MARCOS P. LUMA-ANG** with business address at Km12 Senly Loy Building, Shilan, La Trinidad, Benguet herein after referred as the "Contractor" of the other part;

WHEREAS, DepEd-CAR invited bids for certain works stated in the above project and received bids from three (3) bidders; DepEd-CAR opened, read and evaluated the bids submitted by the three bidders; after the evaluation, DepEd-CAR post-qualified and declared the bid of the contractor as the **LOWEST CALCULATED AND RESPONSIVE BID (LCRB)**;

WHEREAS, DepEd-CAR passed and approved the award in favor of **FAMILY CIRCLE CONSTRUCTION** in the sum of **PHILIPPINE PESO TWELVE MILLION ONE HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED FOURTEEN PESOS & 13/100 (Php12,147,814.13)** herein after called the "Contract Price" with the following details:

Description of Work	Amount of Award/ Contract Price (PhP)
I. General Requirements	12,147,814.13
II. Direct Cost	
1. Earth Works	
2. Concreting Works	
3. Rebar Works	
4. Formworks	
5. Masonry Works	
6. Doors and Windows	
7. Steel Works	
8. Roofing Works	
9. Ceiling and Carpentry Works	
10. Electrical Works	
11. Plumbing Works	
12. Sanitary Works	
13. Painting Works	
14. Tile Works	
15. Water Proofing	
16. Electronic & Communication Works	

FAMILY CIRCLE CONSTRUCTION
WITNESS

FAMILY CIRCLE CONSTRUCTION

AGUSTIN B. GUMUWANG

MAY B. ECLAR, Ph.D, CESO V
DepEd-CAR

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

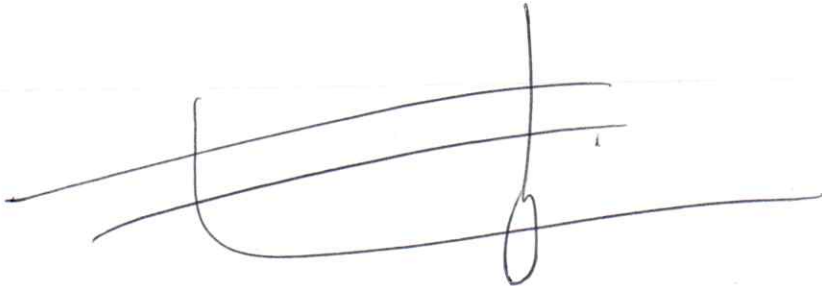
1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract;
2. The following documents shall be deemed to form, and be read and construed as integral part of this agreement:
 - a) General and Special Conditions of Contract;
 - b) Drawings/Plans;
 - c) Specifications;
 - d) Invitation to Bid;
 - e) Instruction 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 DepEd-CAR's bid evaluation;
 - i) Eligibility requirements, documents and/or statements;
 - j) Performance Security;
 - k) Notice of Award of Contract and the Bidder's conforme thereto;
 - l) Other contract documents that may be required by existing laws and/or DepEd-CAR.
3. The contract duration or completion period shall be **One Hundred Ninety Five (195) 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 Contractor;
4. In consideration of the Contract Price mentioned herein to be paid by DepEd-CAR to the Contractor, the Contractor hereby covenants to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. DepEd-CAR hereby covenants to pay the Contractor in consideration of the execution and completion of such works and the remedying of all defects therein, the Contract Price or such other sum 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 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 9184;
7. The method and conditions of payment to be made to the contractor under this contract shall be as follows:


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AGUSTIN B. GUMUWANG


MAY B. ECLAR, Ph.D., CESO V
DepEd-CAR



7.a. Advance Payment: Advance payment may be made to the contractor in an amount not exceeding fifteen percent (15%) of the contract price upon the submission to and accepted by DepEd-CAR of an irrevocable letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by DepEd-CAR and shall be repaid by the contractor by an amount equal to the percentage of the contract price used for the advance payment.

7.b Progress Payments:

7.b.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by DepEd-CAR's Representative/Project Engineer.

7.b.2 The first progress payment may be paid to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by DepEd-CAR's Representative.

7.b.3. Progress payments are subject to retention of ten percent (10%). Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by DepEd-CAR, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

7.b.4. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to DepEd-CAR, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by DepEd-CAR and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

7.b.5. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to DepEd-CAR.

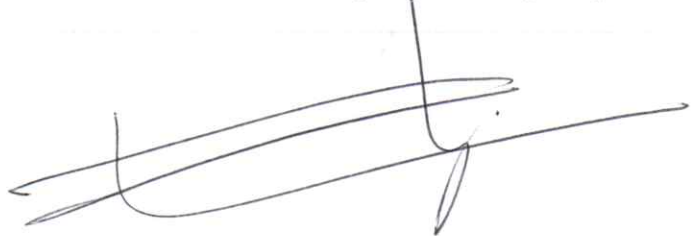
8. The Contractor shall pay DepEd-CAR for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. DepEd-CAR shall


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DepEd-AR



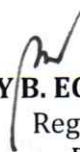
deduct the liquidated damages from payments or any money due or which may become due to the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to DepEd-CAR. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, DepEd-CAR may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances;

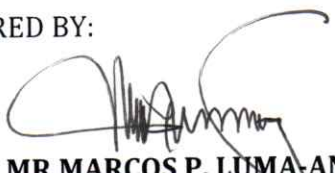
9. The Contractor shall post a Warranty Security valid for One (1) year from the date of Certificate of Final Acceptance issued by DepEd-CAR, in any of the following amounts and forms:

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 called upon the 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.

SIGNED, SEALED AND DELIVERED BY:


MAY B. ECLAR, Ph. D. CESO V
Regional Director
DepEd-CAR


MR. MARCOS P. LUMA-ANG
FAMILY CIRCLE CONSTRUCTION
CONTRACTOR

SIGNED IN THE PRESENCE OF:


AGUSTIN B. GUMWANG
DepEd- CAR

CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
TRINIDAD, BENGUET PHILIPPINES

[Signature]
FAMILY CIRCLE CONSTRUCTION
WITNESS

ACKNOWLEDGEMENT

JAN 10 2020

BEFORE ME, a Notary Public for and in LA TRINIDAD, Philippines, this
day of _____, 2020 personally appeared: **LA TRINIDAD, BENGUET PHILIPPINES**

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

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
MAY. B. ECLAR, Ph. D. CESO V	0094653	8/2/1997	Manila
MARCOS P. LUMA-ANG	17608239	1/6/2020	La Trinidad

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 five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC
Until December 31, 20

EDGAR LING-O EDJONG
Notary Public
My Commission Expires on December 31, 2020
Roll No. 52279; May 11, 2006
PTR No. 0316521101/02/2020; Benguet
IBL LIFETIME NO. 08824; Baguio-Benguet Chapter
MCLE Compliance No VI-0011768; 08/14/18
Contact No. 0939-918-7031
Email address: edgar.edjong@yahoo.com
Room 215, Pines Hill Commercial Center Building II
(Formerly Narda's Bldg.) Km. 5, La Trinidad, Benguet, Philippines

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[Signature]
FAMILY CIRCLE CONSTRUCTION

[Signature]
AGUSTIN B. GUMUWANG

[Signature]
MAY B. ECLAR B. ECLAR, Ph.D, CESO V
DepEd-AR