



[Signature]
 JIM-MAS CONSTRUCTION
 AND GENERAL MERCHANDISE'S WITNESS

PROJECT: Repair, Rehabilitation and Restoration of Escoda Hall, Recto Hall and Bachelor's Hall in Baguio Teacher's Camp (Lot No. 2)

CONTRACT NO.: 2020c-AdmS4(001)-B1-CB-015-Co52

[Signature]
 JIM-MAS CONSTRUCTION
 AND GENERAL MERCHANDISE

CONTRACT AGREEMENT

DEC 29 2020
THIS AGREEMENT made and entered into this ___ day of ___ 20__ by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Assistant Secretary and Officer-in-Charge Undersecretary for Administration, **ATTY. SALVADOR C. MALANA III** as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and **JM-MAS CONSTRUCTION AND GENERAL MERCHANDISE**, represented herein by its Authorized Representative, **JANY S. MASWENG**, with office address at FA-014 Cabanao, Balili, La Trinidad, Benguet, Philippines (hereinafter referred to as "**JM-MAS CONSTRUCTION**").

DepEd and JM-MAS CONSTRUCTION are collectively called "**PARTIES.**"

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 DEPED'S WITNESS

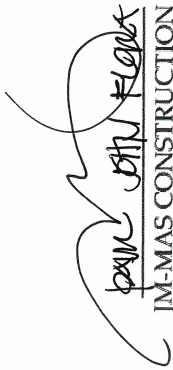
WHEREAS, DepEd, is desirous that **JM-MAS CONSTRUCTION** execute the Repair, Rehabilitation and Restoration of Recto Hall (Lot 2) in Baguio Teacher's Camp (hereinafter called "**the Work**") and **DepEd** has accepted the bid of **JM-MAS CONSTRUCTION** for Lot 2 in the sum of **PHILIPPINE PESOS EIGHT MILLION, FIVE HUNDRED EIGHT THOUSAND, SIX HUNDRED NINETY-EIGHT AND 49/100 (PhP 8,508,698.49) ONLY**, (hereinafter called the "**Contract Price**") for the execution and completion of such Works and the remedying of any defects therein.

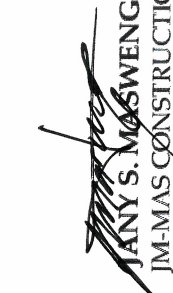
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

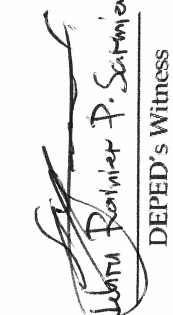
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - i. Philippine Bidding Documents (PBD);

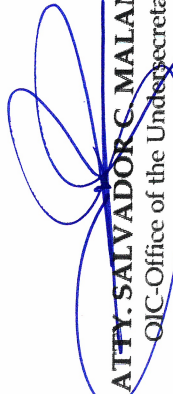
[Signature]
ATTY. SALVADOR C. MALANA III
 OIC-Office of the Undersecretary
 for Administration

[Signature]

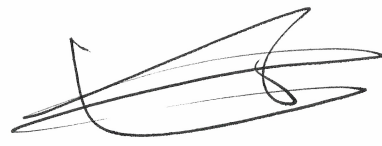

JOHN K. LOPEZ
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE'S Witness



JANY S. MASWENG
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE


Ruben Ramirez P. Sacramento
DEPED's Witness

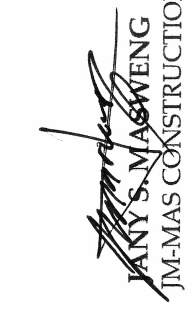

ATTY. SALVADOR C. MALANA III
O/C-Office of the Undersecretary
for Administration

- a. Drawings/Plans;
 - b. Specifications;
 - c. Bill of Quantities; and
 - d. General and Special Conditions of the Contract;
- ii. **JM-MAS CONSTRUCTION'S** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and **JM-MAS CONSTRUCTION'S** conforme thereto; and
 - v. Other contract documents required by existing laws and/or DepEd in the PBD. **JM-MAS CONSTRUCTION** 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 Order, and Warranty Security, shall form part of the Contract.
3. **JM-MAS CONSTRUCTION** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **JM-MAS CONSTRUCTION** is in default of any of its obligation under this contract. The performance security shall be in force and effect until the issuance by **DepEd** of a Certificate of Final Acceptance.
4. **JM-MAS CONSTRUCTION** shall perform the services contemplated in this Contract within **ONE HUNDRED NINETY-FIVE (195) calendar days** from receipt of the Notice to Proceed or from the date as may be indicated in the Notice to Proceed;
- 4.1 The Works shall cover the following:
- Recto Hall - Earthworks, Concreting Works, Rebar Works, Form Works, Masonry Works, Doors and Windows, Steel Works, Roofing Works, Carpentry Works, Electrical Works, Plumbing Works, Sanitary Works, Painting Works, Tileworks, Waterproofing, and Electronics and Communication Works, or as indicated in the Program of Works and Bill of Quantities.
5. The Works, including all materials and equipment used, under this Contract should conform to and comply with the standards mentioned in Section VI. Specifications of the Bidding Documents.




PAUL G. FLORES
 JM-MAS CONSTRUCTION
 AND GENERAL MERCHANDISE's Witness

6. In case **JM-MAS CONSTRUCTION** encounters condition(s) delaying completion of Works, **JM-MAS CONSTRUCTION** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract completion period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. **JM-MAS CONSTRUCTION** must provide sufficient proof to support any request for work suspension and/or contract completion period extension.

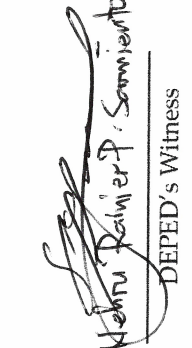

JANY S. MASWENG
 JM-MAS CONSTRUCTION
 AND GENERAL MERCHANDISE

7. The **Contract Price** shall be paid to **JM-MAS CONSTRUCTION** in accordance with the following disbursement, accounting and auditing procedures:

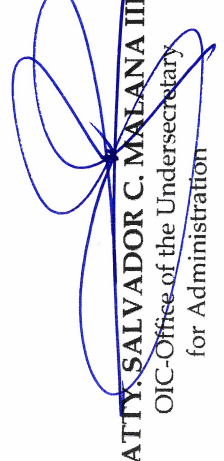
7.1. An advance payment not exceeding fifteen percent (15%) of the **Contract Price**, to be made in lump sum or, at the most, two (2) installments, shall be paid upon **JM-MAS CONSTRUCTION's** written request, and only upon the submission to and acceptance by **DepEd** of an irrevocable standby letter 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**.

7.2. **JM-MAS CONSTRUCTION** may submit a request for progress payment together with a statement of work accomplished in the following manner:

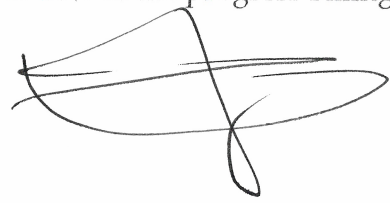
Schedule of Payment	Work Accomplished
First Payment	Upon 20% work accomplished
Second Payment	Upon 50% work accomplished
Third Payment	Upon 75% work accomplished
Fourth Payment	Upon 100% work accomplished

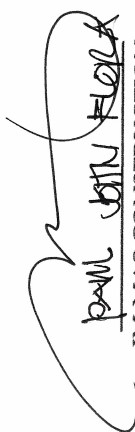

Helmu Reviner P. Samiento
 DEPED's Witness

The aforementioned statement of work accomplished shall be certified by the assigned DepEd Inspectorate Team.


ATTY. SALVADOR C. MALANA III
 OIC-Office of the Undersecretary
 for Administration

7.3. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment contemplated in Clause 7.1 above to as much as amounting to 15% and an additional retention money amounting to 10% of the progress billing.




PAUL JOHN FLORES
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE'S Witness

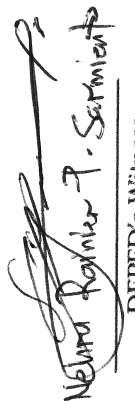
8. **JM-MAS CONSTRUCTION** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **JM-MAS CONSTRUCTION**, or collect from any of the securities or warranties posted by **JM-MAS CONSTRUCTION**, whichever is convenient to **DepEd**. Payment of liquidated damages shall not affect **JM-MAS CONSTRUCTION**'s liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DepEd** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

9. In case **JM-MAS CONSTRUCTION** fails to undertake the repair works required under Section 62.2.2 of the Revised IRR of RA No. 9184, **DepEd** shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding.

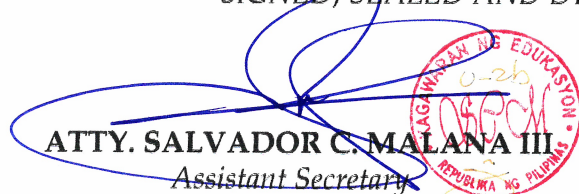
9.1 The Warranty Against Structural Defects/Failures, except that occasioned on force majeure, shall be five (5) years from the date of issuance of the Certificate of Final Acceptance by **DepEd**.

10. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

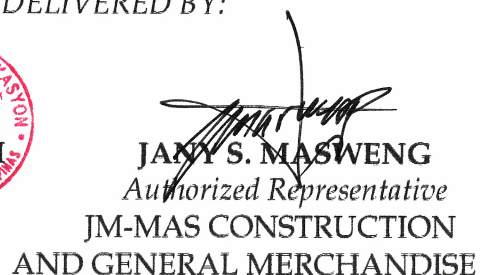

NELSON ROGELIO T. SARMIENTO
DEPED'S Witness

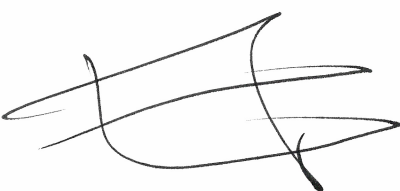
SIGNED, SEALED AND DELIVERED BY:


ATTY. SALVADOR C. MALANA III
Assistant Secretary

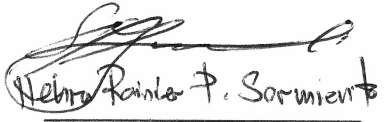
OIC-Undersecretary for Administration
DEPARTMENT OF EDUCATION

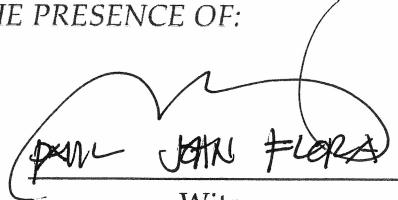


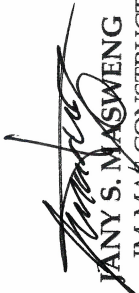

JANY S. MASWENG
Authorized Representative
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE



SIGNED IN THE PRESENCE OF:

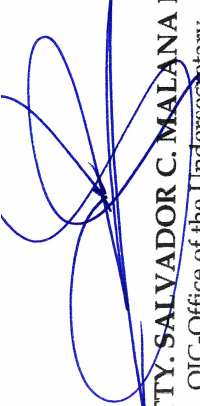

DEPED's Witness

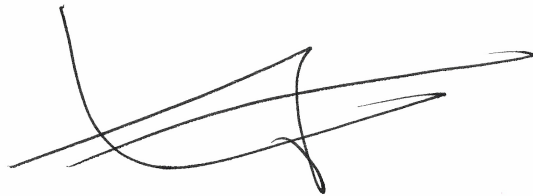

Witness


JANY S. MASWENG
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE

CERTIFIED FUNDS AVAILABLE: ₱8,508,699.49


MA. RHUNNA L. CATALAN
Chief Accountant


ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary
for Administration



REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

LA TRINIDAD, BENGUET

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____
Philippines, this ____ day of _____ 20__ personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

ATTY. SALVADOR C. MALANA III
Assistant Secretary
OIC-Undersecretary for Administration
DEPARTMENT OF EDUCATION

APR 29 2020
B04-06-003716
APRIL 2018
LTO - B04

JANY S. MASWENG
Authorized Representative
JM-MAS CONSTRUCTION AND
GENERAL MERCHANDISE

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

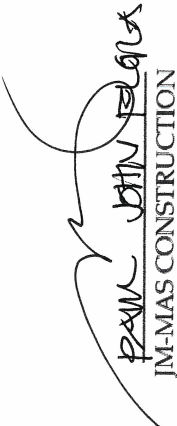
The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

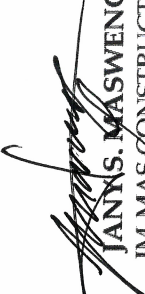
WITNESS MY HAND AND SEAL on the date and place first above written.

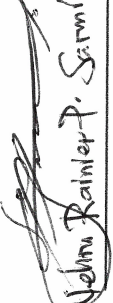
Doc. No. 485 ;
Page No. 99 ;
Book No. 19 ;
Series of 2020 .

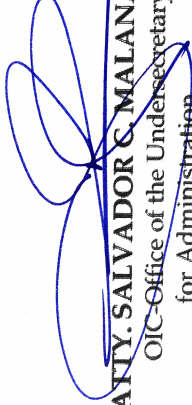
EDGAR P. BONG
Notary Public

My Commission Expires on December 31, 2020
Roll No. 52279; May 11, 2006
PTR No. 63101, 01/02/2010; Benguet
IBP LIFETIME NO. 08824; Baguio-Benguet Chapter
MCLE Compliance No. VI-001176S; 08/14/18
Room 215, Pines Hill Commercial Center Building II
Km. 5, La Trinidad, Benguet, Philippines


PANK JOHN BLAGA
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE'S Witness


JANYS MASWENG
JM-MAS CONSTRUCTION
AND GENERAL MERCHANDISE


Nohem Raimler P. Sarmita
DEPED's Witness


ATTY. SALVADOR C. MALANA III
OIC-Office of the Undersecretary
for Administration