



PROJECT: Repair and Rehabilitation of Escoda Hall in Baguio Teachers' Camp
CONTRACT NO.: 2023-AdmS6(002)-BI-CB039-C145

CONTRACT

THIS CONTRACT made and entered into this FEB 16 2024 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267, dated 17 October 2023 (hereinafter referred to as "**DEPED**"); and **JM-MAS CONSTRUCTION AND GENERAL MERCHANDISE**, represented herein by its General Manager, **JANY S. MASWENG**, with office address at FA-014, Cabanao, Balili, La Trinidad, Benguet (hereinafter referred to as "**JM-MAS**"), as per Omnibus Sworn Statement dated November 14, 2023 (hereto attached as Annex "A").

DEPED and **JM-MAS** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the repair and rehabilitation of escoda hall (hereinafter called "**the Work**") consisting of 1 lot, and received bids from five (5) prospective bidders; **DEPED** opened, read, and evaluated the bids of the bidders and declared **JM-MAS** as having the Lowest Calculated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **JM-MAS** as the Lowest Calculated Responsive Bid with the sum of **PHILIPPINE PESOS SIX MILLION, FOUR HUNDRED EIGHTY THREE THOUSAND, FOUR HUNDRED SEVENTY-TWO and 41/100 (PhP6,483,472.41) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

1 Lot	Description	Amount (PhP)
	Repair and Rehabilitation of Escoda Hall in Baguio Teachers Camp	6,483,472.41

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning 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 deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. 2023-AdmS6(002)-BI-CB-039 dated December 20, 2023;
 - b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract;
 - ii. Drawings/Plans;

[Signature]
 EDWIN APPELL COMILA
 JM-MAS' Witness

[Signature]
 JANY S. MASWENG
 JM-MAS

[Signature]
 DIOSDADO J. MEDINA
 DEPED's Witness

[Signature]
 ATTY. MICHAEL WESLEY T. POA
 DEPED

[Signature]


EDUS H. EPPOLL COMILA
JM-MAS' Witness


JANY S. MASWENG
JM-MAS


DIOSDADO S. MEJORA
DEPED's Witness


ATTY. MICHAEL WESLEY T. POA
DEPED

- iii. Specifications;
 - iv. Bill of Quantities; and
 - v. Bid Bulletin No. 1 dated November 8, 2023.
- c. **JM-MAS'** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
 - d. Performance Security;
 - e. Notice of Award (NOA) of Contract and **JM-MAS'** conforme thereto; and
 - f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **JM-MAS** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. **JM-MAS** shall post a Performance Security within ten (10) calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **JM-MAS** is in default of any of its obligations under this Contract. **JM-MAS** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract and until a Certificate of Final Acceptance is duly issued.
4. **JM-MAS** shall perform the Works contemplated in this Contract within **TWO HUNDRED FORTY (240)** calendar days to commence **within one (1) calendar day upon receipt of the Notice to Proceed or from the date as may be indicated in the Notice to Proceed**. The Works shall cover the materials, equipment, tools, labor and supervision and all other items necessary to properly complete the work as indicated in the Program of Works and Bill of Quantities.
5. The Works shall be completed at **Baguio Teachers Camp, Baguio City**. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be cause for the termination of the Contract.
6. The Works, including all materials and equipment used, under this Contract should conform to and comply with the standards mentioned in the Section VI. Terms of reference and scope of requirement, Drawings, and Bill of Quantities of the Bidding Documents, which are hereto attached as Annex "B" and made an integral part hereof.
7. In case **JM-MAS** encounters condition(s) delaying completion of Works, **JM-MAS** shall promptly notify **DEPED** in writing within five (5) calendar days from notice 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** must provide sufficient proof to support any request for work suspension and/or contract completion period extension.

8. The Contract Price shall be paid to **JM-MAS** upon submission of the documents specified in SCC Clause 13 and 14, and other documents as may be prescribed by **DEPED** in accordance with the following disbursement procedures:
 - a. 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 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 on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by DepEd;
 - b. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10% of the progress billing respectively. **JM-MAS** may submit a request for payment together with a statement of work accomplished in the following manner:

Schedule of Payment	Payment	Work Accomplished
First Payment	20%	Upon 20% work accomplished
Second Payment	20%	Upon 40% work accomplished
Third Payment	20%	Upon 60% work accomplished
Fourth Payment	20%	Upon 80% work accomplished
Final Payment	20%	Upon 100% work accomplished

The aforementioned statement of work accomplished shall be certified by the assigned authorized representative of **DEPED**.

9. In case **JM-MAS** fails to undertake the 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.
10. Warranty against Structure Defects and Failures, except those occasioned-on force majeure, shall cover a period of **five (5) years** and shall be reckoned from the date completion of The Works.
11. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and

ATTY. MICHAEL WESLEY T. POA
DEPED

DIXON S. MEDINA
DEPED's Witness

JANY S. MASWENG
JM-MAS

EDWIN PERILL COVALLA
JM-MAS' Witness

information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

12. **JM-MAS** shall be liable for liquidated damages in an amount equal 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**, or collect from any of the securities or warranties posted by **JM-MAS**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 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.

13. 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 Contract. Should such dispute be not resolved amicably, it shall be submitted before the Construction Industry Arbitration Commission pursuant to CIAC Revised Rules of Procedure Governing Construction Arbitration, as amended by CIAC Resolution Nos. 15-2006, 16-2006, 18-2006, 19-2006, 02-2007, 07-2007, 13-2007, 02-2008, 11-2008, 01-2010, 04-2010, 07-2010, 08-2014, 07-2016, 06-2017, 01-2019, 05-2019, and 07-2022.


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

SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

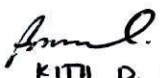

JANY S. MASWENG
General Manager
JM-MAS

SIGNED IN THE PRESENCE OF:


DIOSDADO S. MEDINA
DEPED's Witness


EDWIN EROLL CANINA
JM MAS' Witness

CERTIFIED FUNDS AVAILABLE:


BLESSING KITH D. MACABIO
Chief Accountant /
Accountant II P 6,483,472.41

REPUBLIC OF THE PHILIPPINES)
_____**QUEZON CITY** METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of FEB 16 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
DEPED

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. 241 ;
Page No. 65 ;
Book No. XIV ;
Series of 2024.

NOTARY PUBLIC
ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C./ Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.
MCLE Comp. No. VIII- 0000973(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY, Philippines,
this ____ day of FEB 16 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)


JANY S. MASWENG
General Manager
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. 16;
Page No. 06;
Book No. XIV;
Series of 2024.


NOTARY PUBLIC
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