



Republic of the Philippines  
**Department of Education**  
 REGION XI  
**SCHOOLS DIVISION OF TAGUM CITY**

**CY 2020 BASIC EDUCATION FACILITIES FUND – ELECTRIFICATION OF UN-ENERGIZED SCHOOLS AND MODERNIZATION OF ELECTRICAL SYSTEMS ON-GRID SCHOOLS. – PAGSABANGAN ELEMENTARY SCHOOL**  
 Contract No.: **(DEPED-BEFF2020F-TAGUM CITY)**

**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ by and between the **Department of Education, Division Office of Tagum City**, located at **Energy Park, Apokon, Tagum City**, represented herein by its Schools Division Superintendent, **DR. JOSEPHINE L. FADUL**, hereinafter referred to as the "Owner" of the one part and **TAGUM CONSTRAK CORPORATION** represented herein by its President, **EDMUND M. SABALO**, with office address at **Prk. 3-A, Unit 5, Apokon, Tagum City**, hereinafter referred to as the "Constructor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in above Project consisting of 1 school project site and received bids from 1 bidder; the Owner opened, read and evaluated the bids of the 1 bidder; 1 bids were received for Lot 1; after the evaluation, the Owner post-qualified and declared the bid of the Constructor as the lowest calculated responsive bid for said Lot;

WHEREAS, the Owner passed and approved a resolution to award in favor of **TAGUM CONSTRAK CORPORATION** in the sum of **PHILIPPINE PESOS (Six Hundred Ninety Five Thousand Three Hundred Sixty Eight & 61/100 Pesos) (Php695,368.61)** only, hereinafter called the "Contract Price" with the following details:

Lot No.	Project Description	Location	Contract Duration	Contract Amount Php
1	Construction of Single Phase Line with 25KVA DT	Pagsabangan Elementary School	60 CD	695,368.61

CONSTRUCTOR'S WITNESS

CONSTRUCTOR

OWNER'S WITNESS

OWNER







Republic of the Philippines  
**Department of Education**  
REGION XI  
SCHOOLS DIVISION OF TAGUM CITY

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
  - 2.1. Bidding Documents issued by the Owner;
  - 2.2. Bid Bulletin(s) issued by the Owner;
  - 2.3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
  - 2.4. Performance Security;
  - 2.5. Credit line issued by a commercial or universal bank, if applicable;
  - 2.6. Owner's Notice of Award of contract; and
  - 2.7. Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable
3. The contract duration or completion period shall be **60 calendar days** reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is upon 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 Constructor, the Constructor 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 Constructor 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.

CONSTRUCTOR'S WITNESS

CONSTRUCTOR

OWNER'S WITNESS

OWNER







Republic of the Philippines  
**Department of Education**  
REGION XI  
**SCHOOLS DIVISION OF TAGUM CITY**

6. The Contract Price shall be paid to the Constructor 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 2016 IRR of RA 9184;
7. The Constructor shall pay the Owner 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. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Constructor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Constructor 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 Constructor 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.

CONSTRUCTOR'S WITNESS

CONSTRUCTOR

OWNER'S WITNESS

OWNER






Republic of the Philippines  
**Department of Education**  
REGION XI  
SCHOOLS DIVISION OF TAGUM CITY

---

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:

  
\_\_\_\_\_  
OWNER

  
\_\_\_\_\_  
CONSTRUCTOR

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
OWNER'S WITNESS

  
\_\_\_\_\_  
CONSTRUCTOR'S WITNESS



Address: Energy Park, Apokon, Tagum City, 8100  
Telephone No.: (084) 216-3504  
Email: [tagum.city@deped.gov.ph](mailto:tagum.city@deped.gov.ph)  
Website: [deped.tagumcity.gov.ph](http://deped.tagumcity.gov.ph)





Republic of the Philippines  
**Department of Education**  
 REGION XI  
 SCHOOLS DIVISION OF TAGUM CITY

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

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in TAGUM CITY, Philippines, this \_\_\_ day of 29 DEC 2020, 2020, personally appeared:

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

NAME	NUMBER	ISSUED ON	ISSUED AT
------	--------	-----------	-----------

OWNER \_\_\_\_\_

CONSTRUCTOR EDUARDO M. SABIDO 1-06-51-504968 Tagum City

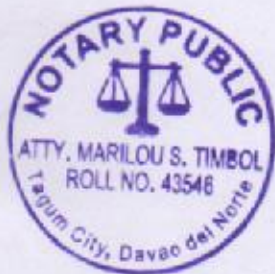
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of \_\_\_\_\_ ( ) 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  
 Until 31 December 2020

Doc. No. 14  
 Page No. 3  
 Book No. 291  
 Series of 104



ATTY. MARILOU S. TIMBOL  
 NOTARY PUBLIC  
 UNTIL JUNE 30, 2021  
 PTR. NO. 2916000 (01-04-2021); T.C  
 ROLL NO. 43548 / TIN. 915-139-245  
 IEP OR NO. 102534; 01-03-2020; MNL  
 MCLE COMPLIANCE NO. V1-001234; 11-21-18



Address: Energy Park, Apokon, Tagum City, 8100  
 Telephone No.: (084) 216-3504  
 Email: tagum.city@deped.gov.ph  
 Website: deped.tagumcity.gov.ph