

**SUPPLY OF LABOR AND MATERIALS FOR THE IMPROVEMENT OF THE BPI NSQCS CAR
(PHASE II) GUISAD, BAGUIO CITY**

CONTRACT AGREEMENT

CoA NO. **10-23BAC**
22 DEC 2023

THIS AGREEMENT made this _____ day of _____, 2023 between **BUREAU OF PLANT INDUSTRY**, 692 San Andres Street, Malate, Manila (hereinafter called the "Entity") and **DANGLI TOPING BUILDERS**, Purok 3, Zone 6, Peñafrancia Cupang, Antipolo City Rizalp (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute "**SUPPLY OF LABOR AND MATERIALS FOR THE IMPROVEMENT OF THE BPI NSQCS CAR (PHASE II) GUISAD, BAGUIO CITY**" (hereinafter called "the Works") and the Entity has accepted the Bid for **PESO: TWO MILLION NINE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-FOUR AND 71/100 (PHP2,976,154.71)** by the Contractor 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 hereinafter 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 Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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 clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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 Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **PESO: TWO MILLION NINE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-FOUR AND 71/100 (PHP2,976,154.71)** or such other sums as may be ascertained, **DANGLI TOPING BUILDERS** agrees to provide the **"SUPPLY OF LABOR AND MATERIALS FOR THE IMPROVEMENT OF THE BPI NSQCS CAR (PHASE II) GUISAD, BAGUIO CITY"** in accordance with his/her/its Bid.
4. The **BUREAU OF PLANT INDUSTRY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
 - a. 1st billing - 15% mobilization fee (*optional*)
 - b. 2nd billing - 50% (progress billing with mobilization fee)
 - c. 3rd billing - 25% (progress billing)
 - d. 4th billing - 25% (final payment)

5. LIQUIDATED DAMAGES

5.1 Where the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is thereby in default under the contract, the **CONTRACTOR** shall pay the **OWNER**, an amount as Liquidated Damages and not by way of penalty, to be computed as one-tenth (1/10) of one percent (1%) of the Contract price minus the value of the completed portion of the Contract certified as usable as the expiration of the contract time in pesos.


5.2 To be entitled to such liquidated damages, the **OWNER** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the **CONTRACTOR** under the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


GERALD GLENN F. PANGANIBAN, Ph. D.
Director

for:


BUREAU OF PLANT INDUSTRY


VICTOR B. BANGAO
Authorized Representative

for:

DANGLI TOPING BUILDERS

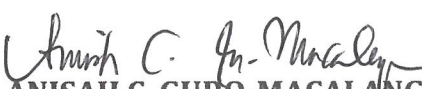
SIGNED IN THE PRESENCE OF:


CATHERINE P. BALAOING
END USER


PERFECTO BANGAO
Supplier's Witness

Funds Available:


MA. KRISTINE JOY M. DE GUZMAN
Chief, Accounting Section


ANISAH C. GURO-MACALANGCOM
OIC, Budget Section

Acknowledgment

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

Before me, A Notary Public for and in QUEZON CITY this **22 DEC 2023** day of _____ 2023 at _____ personally appeared with their government issued Identification Cards

NAME	GOVERNMENT ISSUED ID	ISSUED ON	ISSUED AT
GERALD GLENN F. PANGANIBAN, PhD.			
VICTOR B. BANGAO	SR CITIZEN	012021	ANTIPOLLO RIZAL


Who were presented to me to be the persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This instrument, consisting of three (3) pages, including this page on which the acknowledgement is written, has been signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place above indicated.

NOTARY PUBLIC

Doc. No. 226 ;
Page No. 47 ;
Book No. 125 ;
Series of 2023.


ATTY. RUBEN M. AZAÑES, JR. .
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR NO. 4029325D, 01/08/2023-Q.C.
IBP NO. 293181, 01/10/2023-Quezon City Chapter
Roll of Attorney's No.46427
Admin Matter No.025(2023-2024)
MCLE-VII-0018605-05-24-2022
TIN:140-394-386-000
Address: Suntrust Condo, Central, Q.C.