

## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2024 between the **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)**, a government financial institution duly created and existing under the provisions of Executive Order No. 81, the 1986 Revised Charter of DBP, as amended by Republic Act No. 8523 dated 14 February 1998, with principal office address at DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, Philippines, represented in this act by its Head, Procurement and Facilities Management Group, **ATTY. LUTGARDA C. BAQUIRAN-PERALTA**, duly authorized for this purpose as shown under Board Resolution/Secretary's Certificate dated January 4, 2023 (**Annex "A"**), (hereinafter called the "Procuring Entity"), and **JOHNNY D. BANGAO, JR.** doing business under the trade name and style "**KAUGALIAN CONSTRUCTION**", duly organized and existing under Philippine laws, with principal office address Richwood Subdivision, Dizon-Manzanillo, Baguio City, Philippines, represented in this act by **ENGR. PERFECTO D. BANGAO** as shown in Special Power of Attorney dated January 17, 2024, attached herein as Annex "B" (hereinafter called the "Contractor").

**WHEREAS**, the Contractor has offered to perform the construction of mezzanine at the Procuring Entity's Ormoc Branch (hereinafter called the "Works") and the Procuring Entity has agreed to accept the same and procure the Works. The Procuring entity shall pay the Contractor the amount of **Pesos: One Million Nine Hundred Sixty-Seven Thousand Seven Hundred Fifty-Three & 48/100 (P 1,967,753.48)** (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 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/Scope of Works and Technical Specifications (**Annex "C"**);
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. The Contractor's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Bid form, including all the documents/statements contained in the Contractor's bidding envelopes, as annexes, and all other documents submitted (e.g., Contractor's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - d. Performance Security;
  - e. Notice of Award of Contract and the Contractor's conforme thereto; and
  - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder/Contractor 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.**

The Parties shall endeavor to harmonize the provisions of this Agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this Agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency. **In the event of any conflict between the provisions of this Agreement including the annexes and the Scope of Works and Technical Specifications, as the case may be, the Scope of Works and Technical Specifications shall prevail.**

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby agrees with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Procuring Entity hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

**IN WITNESS WHEREOF**, the Parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by **ATTY. LUTGARDA C. BAQUIRAN-PERALTA** for the DEVELOPMENT BANK OF THE PHILIPPINES (for the Procuring Entity).

Signed, sealed, delivered by **ENGR. PERFECTO D. BANGAO** for **JOHNNY D. BANGAO, JR.**, doing business under the name and style, "**KAUGALIAN CONSTRUCTION**" (for the Contractor).

Binding Signature of the Procuring Entity

Binding Signature of the Contractor

**SIGNED**

**ATTY. LUTGARDA C. BAQUIRAN-PERALTA**  
Senior Vice President  
Head, Procurement and Facilities Management Group

**SIGNED**

**ENGR. PERFECTO D. BANGAO**  
Attorney-in-Fact of  
**JOHNNY D. BANGAO, JR.**, doing business under the  
name and style, "**KAUGALIAN CONSTRUCTION**"

Signed in the presence of:

**SIGNED**

**MANUEL VILLO T. VERAN**  
First Vice President  
OIC, Construction and Facilities Management Dept.

**SIGNED**

**DANILO JUCAR**  
Witness

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
MAKATI CITY) SS.

BEFORE ME, a Notary Public for and in the City of Makati personally appeared:

Name	Competent Evidence of Identity	Place/Issued on
Development Bank of the Philippines represented by:		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above IDs, that she acknowledged to me that the execution of this document is her free and voluntary act and deed of the entity represented and that she has the authority to sign on behalf of her principal.

The foregoing document is a Contract Agreement which consists of twenty-seven (27) pages, including this page where this Acknowledgment is written

WITNESS MY HAND AND SEAL this 05 FEB 2024 day of \_\_\_\_\_ 2024 at Makati City, Philippines.

Doc. No. 52;  
Page No. 12;  
Book No. XV;  
Series of 2024.



**NOTARY PUBLIC**

**SIGNED**

**ATTY. PATRICIA C. VELARDE**  
Notary Public for the City of Makati  
10F DBP Bldg., Sen. Gil J. Puyat Ave., Makati City  
Appointment No. m-147 until December 31, 2025  
Roll of Attorneys No. 63138  
IBP Lifetime No. 012609/ 05/07/2014  
PTR Exempt under R.A. No. 7160  
MCLE Compliance No. VII-0000919/ 03/23/2019

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY personally appeared:

Name	Competent Evidence of Identity	Place/Issued on
Johnny D. Bangao Jr., doing business under the name and style, "KAUGALIAN CONSTRUCTION" represented by:  Engr. Perfecto D. Bangao		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above IDs, that he acknowledged to me that the execution of this document is his free and voluntary act and deed of the entity represented and that he has the authority to sign on behalf of his principal.

The foregoing document is a Contract Agreement which consists of twenty-seven (27) pages, including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL this 29 JAN 2024 day of \_\_\_\_\_ 2024 at QUEZON CITY Philippines.

Doc. No. 214 :  
Page No. 45 :  
Book No. 135 :  
Series of 2024.

**NOTARY PUBLIC**  
**SIGNED**  
ATTY. RUBEN M. AZANES, JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
PTR NO. 5555119, QUEZON CITY  
IBP NO. 384112, 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  
Bagong Lipunan Crame Q.C.