

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 of the Procurement and Facilities Management Group, **Senior Vice President LUTGARDA C. BAQUIRAN-PERALTA**, duly authorized for this purpose as shown under Board Resolution No. _____/Secretary's Certificate dated _____ (**Annex "A"**), (hereinafter called the "Procuring Entity"), and **DANA M. MALIWANAG**, Filipino, of legal age, doing business under the trade name and style "**D.M. MALIWANAG BUILDERS AND ENTERPRISES**", duly organized and existing under Philippine laws, with principal office address at Poblacion, Mansalay, Oriental Mindoro (hereinafter called the "Contractor").

WHEREAS, after the conduct of public bidding where the Contractor was declared as the Single Calculated and Responsive Bid, the Procuring Entity is desirous that the Contractor execute this Contract Agreement for the fit-out construction Entity's Pinamalayan Branch Lite Unit (hereinafter called "the Works") and thus the Procuring Entity has accepted the Bid for: **PESOS: FOUR MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-THREE & 98/100 (PhP4,825,853.98)** (hereinafter called the "Contract Price") 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. Scope of Works and Technical Specifications;
 - 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. **The 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 LUTGARDA C. BAQUIRAN-PERALTA for the DEVELOPMENT BANK OF THE PHILIPPINES (for the Procuring Entity).

Signed, sealed, delivered by MS. DANA M. MALIWANAG for D.M. MALIWANAG BUILDERS AND ENTERPRISES (for the Contractor)

Binding Signature of the Procuring Entity

Binding Signature of the Contractor

SIGNED

SIGNED

LUTGARDA C. BAQUIRAN-PERALTA
SVP-Head, Procurement & Facilities Mgt. Group
DEVELOPMENT BANK OF THE PHILIPPINES

DANA M. MALIWANAG
Gen. Manager/Proprietress
D.M. MALIWANAG BUILDERS AND
ENTERPRISES

Signed in the presence of:

SIGNED

SIGNED

MARK CHRIST G. SALIBIO
FVP-OIC, Construction & Facilities Mgt. Dept.
Witness for the Procuring Entity

MARK CHRIST G. SALIBIO
Witness for the Contractor

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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 sixteen (16) pages, including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL this 01 FEB 2024 day of 2024 at makati city Philippines.

NOTARY PUBLIC

Doc. No. 218 ;
Page No. 45 ;
Book No. VI ;
Series of 2024.



SIGNED

J O
ATTY. CYRIL RUFINO C. PELAYO
Notary Public
Appointment No. M-44 (2021-2025)
Makati City, Until December 31, 2025
10th Flr. DBP Bldg., Sen. Gil Puyat Ave., Makati City
Roll No. 68575, IBP No. 016409 (Lifetime)
PTR Exempt Under RA7160

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Roxas, Oriental Mindoro) SS.

BEFORE ME, a Notary Public for and in the City of Roxas, Oriental Mindoro personally appeared:

Name	Competent Evidence of Identity	Place/Issued on
D.M. Maliwanag Builders and Enterprises represented by: Dana M. Maliwanag	TIN: 236-862-715-000	March 15, 2005

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 sixteen (16) pages, including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL this _____ day of _____ 2024 at Roxas, Oriental Mindoro, Philippines.

Doc. No. 104 ;
Page No. 2 ;
Book No. 124 ;
Series of 2024

Atty. ARNEL T. CALDERON
Notary Public; Until December 31, 2024
PTR No. 3642928A; 01-05-2024
IBP OR No. 407606; 01-08-2024
Roll No. 58510/MCLE COC No. VII-0018870/04-14-25
Roxas, Oriental Mindoro

NOTARY PUBLIC


MARK CHRIST G. SALIBIO
Witness


MAKIE CIELO T. VERAN
Witness


D.M. Maliwanag, by: DANA M. MALIWANAG
Contractor


ATTY. LUTGARDA C. BAQUIRAN-PERALTA
Procuring Entity

