



Republic of the Philippines
Department of Education
REGION XIII – CARAGA
SCHOOLS DIVISION OFFICE OF SURIGAO CITY

CONTRACT FOR CIVIL WORKS

KNOW ALL MEN BY THESE PRESENTS:

This instrument made and executed by and between

RJB CONSTRUCTION AND SUPPLY, a private construction company duly registered under the Securities and Exchange Commission and duly licensed to perform construction business with the Philippine government, hereinafter called the **FIRST PARTY**, and represented by **ENGR. RAUL C. BOQUILON** as its proprietor, a Filipino, of legal age, Filipino, married and a resident of Surigao City;

and

WHEREAS, the **FIRST PARTY** is a duly authorized private company, which **The DEPARTMENT OF EDUCATION – SURIGAO CITY DIVISION**, a government agency duly constituted in accordance with the law and with address at M. Ortiz Street, Brgy. Washington, Surigao City, hereinafter called the **SECOND PARTY**, and duly represented by **KAREN L. GALANIDA, PhD, CESO VI**, Filipino, of legal age, married, and a resident of Dinagat, Dinagat Province, Philippines, in her official capacity as the Schools Division Superintendent of the Second Party;

WITNESSETH:

was verified and validated to bidder with the lowest calculated and responsive bid in the procurement for the **UPGRADING OF ELECTRICAL SYSTEM & INSTALLATION OF 1 - 50 KVA TRANSFORMER FOR ALEGRIA NHS OF DEPED SDO-SURIGAO CITY;**

WHEREAS, the **SECOND PARTY** is the procuring entity and recipient of the aforementioned infrastructure project;

WHEREAS, after having undergone and complied with all the requirements and procedure mandated under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, the parties herein contract to proceed with the **UPGRADING OF ELECTRICAL SYSTEM & INSTALLATION OF 1 - 50 KVA TRANSFORMER FOR ALEGRIA NHS OF DEPED SDO-SURIGAO CITY** under **Contract No. FY-2020-INFRA-001;**

NOW THEREFORE, for and in the total consideration of **ONE MILLION NINETY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE PESOS (PHP 1,091,555.00)**, the **First Party** hereby contracts to carry out the **UPGRADING OF ELECTRICAL SYSTEM & INSTALLATION OF 1 - 50 KVA TRANSFORMER FOR ALEGRIA NHS OF DEPED SDO-SURIGAO CITY** in favor of the **Second Party**, under the following terms conditions, to wit:

1. That the FIRST PARTY shall accomplish the **UPGRADING OF ELECTRICAL SYSTEM & INSTALLATION OF 1 - 50 KVA TRANSFORMER FOR ALEGRIA NHS OF DEPED SDO-SURIGAO CITY**, which obligation shall **include** the processing of all the necessary papers and documentation to warrant the said construction, provision for the specified building/construction materials or supplies to be used, labor, equipment, and all other required civil works procedures necessary to ensure that the said building shall withstand ordinary forces of nature, in accordance to the Activity Design, Project Specifications, Bill of Quantities, Bill of Estimates and Program of Works of this infrastructure project, and the like;
2. That the said infrastructure project must be completed and delivered within **One Hundred (100) days** from the Notice to Proceed; provided that should there be extensions needed, the same must be effected with a written request from the FIRST PARTY, a written consent from the SECOND PARTY, and for the application of all pertinent consequences as provided under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement;
3. That, stipulated consideration of **ONE MILLION NINETY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE PESOS (PHP 1,091,555.00)** shall have the following break-down: **NINE HUNDRED ELEVEN THOUSAND THREE HUNDRED FORTY-NINE PESOS AND FORTY CENTAVOS (PHP 911,349.40)** comprises the bid amount for the direct cost while **TWO HUNDRED THOUSAND FOUR HUNDRED NINETY-SIX PESOS AND EIGHTY-SEVEN CENTAVOS (PHP 200,496.87)** comprises for the amount allocated as indirect cost and **FIFTY-FIVE THOUSAND FIVE HUNDRED NINETY-TWO PESOS AND THIRTY-ONE CENTAVOS (PHP 55,592.31)** for the 5% tax;
4. That the stipulated consideration is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
5. That, payment by the SECOND PARTY to the FIRST PARTY of the stipulated consideration shall be given on the following schedule:
 - a. Fifteen Percent (15%) of the contract amount may be paid before the actual start of the construction project;
 - b. Progress payments will thereafter be effected depending on the progress billing to be made by the FIRST PARTY and the corresponding progress assessment to be made by the Division Engineer of the SECOND PARTY;
6. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to fulfill the warrantees as provided under the law and under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, such that if within the warrantee period there would realize defects on the infrastructure project procured, the same must be remedied by the FIRST PARTY as mandated and stipulated; otherwise, redress and proper actions shall be instituted against the FIRST PARTY; and
7. That the following documents shall be attached, deemed to form and be read and construed as part of this agreement, to wit:


- a. General and Special Conditions of Contract;
- b. Specifications;
- c. Request for Quotation;
- d. Instruction to Bidders;
- e. Addenda and/or Supplemental/Bid Bulletins, if any;
- f. Eligibility requirements, documents and/or statements;
- g. Notice of Award of Contract and the Bidder's conforme thereto;
- h. Other contract documents that may be required by existing laws and/or the Entity.

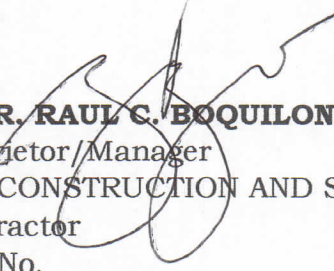
IN WITNESS whereof the parties thereto have caused this Agreement to be executed this September 5, 2020, at Surigao City, Surigao del Norte, Philippines.

Signed, sealed, delivered by **FLORENCE E. ALMANDEN, CESO VI**, the **BAC Chairperson** (for the DepEd-Division of Surigao City).


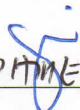
Signed, sealed, delivered by **ENGR. RAUL C. BOQUILON** the Proprietor/Manager (for **RJB CONSTRUCTION AND SUPPLY**).

Binding Signature of **PROCURING ENTITY** Binding Signature of **CONTRACTOR**


KAREN L. GALANIDA, PhD, CESO V
 Schools Division Superintendent
 Department of Education
 Schools Division Office of Surigao
 City
 CTC No. _____
 Issued on _____
 at _____


ENGR. RAUL C. BOQUILON
 Proprietor/Manager
 RJB CONSTRUCTION AND SUPPLY
 Contractor
 CTC No. _____
 Issued on _____
 at _____


Signed in the presence of


FLORENCE E. ALMADEN, CESO VI and 
JOSEPHINE B. MADEO

ALLOTMENT AVAILABLE:

SARO NO. OSEC-13-20-0959
DATE: 18-AUG-2020


KRISNA BESS D. EDERA
 Budget Officer


IDA B. SOLLOSO
 Accountant-III

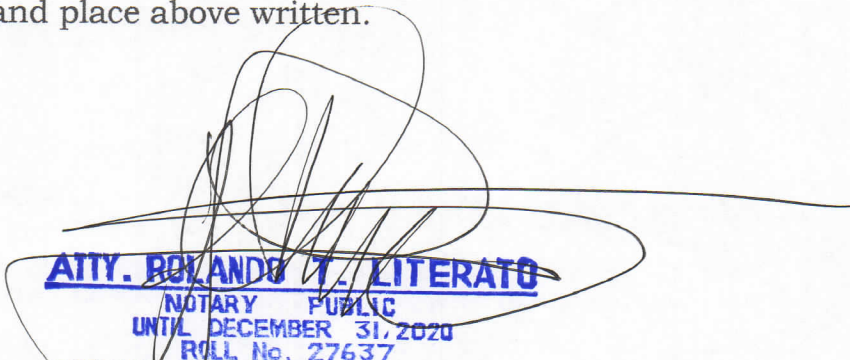
ACKNOWLEDGEMENT

Republic of the Philippines)
City of Surigao) S.C.

BEFORE ME, this September 5, 2020 in the City of Surigao, Philippines, personally appeared **FLORENCE E. ALMADEN, CESE** and **ENGR. RAUL C. BOQUILON** with their respective Community Tax Certificates, the particulars of which are as above written, known to me be the same persons who executed the foregoing instrument consisting of four (4) pages including the page on which this Acknowledgement is written and they confirmed and acknowledged to me that the same is their own free act and voluntary deed and that of the agency which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

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Page No. 1745
Book No. XII
Series of 2020


ATTY. ROLANDO T. LITERATO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
ROLL No. 27637
NOTARIAL COMMISSION No. 2018 - 266
FOR SURIGAO CITY AND SURIGAO DEL NORTE
PTR No. 1387540, ISSUED ON JANUARY 13, 2020
IBP No. 111897, ISSUED ON JANUARY 23, 2020
MCLE: RETIRED JUDGE- EXEMPTED No. VI-000045
VALID UNTIL APRIL 14, 2022

Jan