



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

KENT MARKETING GROUP OF COMPANIES, INC., 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 **CARLOS CHIVAS L. YUIPCO** 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 **REPAIR AND REHABILITATION OF VARIOUS SCHOOL BUILDING (4 CLASSROOMS) FOR SAN JOSE 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 **REPAIR AND REHABILITATION OF VARIOUS SCHOOL BUILDING (4 CLASSROOMS) FOR SAN JOSE NHS OF DEPED SDO-SURIGAO CITY** under **Contract No. FY-2020-INFRA-004;**

NOW THEREFORE, for and in the total consideration of **ONE MILLION TWO HUNDRED THIRTY THOUSAND SIX HUNDRED TWENTY PESOS AND SEVENTY-SEVEN CENTAVOS (PHP 1,230,620.77)**, the **First Party** hereby contracts to carry out the **REPAIR AND REHABILITATION OF VARIOUS SCHOOL BUILDING (4 CLASSROOMS) FOR SAN JOSE 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 **REPAIR AND REHABILITATION OF VARIOUS SCHOOL BUILDING (4 CLASSROOMS) FOR SAN JOSE 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

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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 TWO HUNDRED THIRTY THOUSAND SIX HUNDRED TWENTY PESOS AND SEVENTY-SEVEN CENTAVOS (PHP 1,230,620.77)** shall have the following break-down: **ONE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT PESOS (PHP 1,272,928.00)** comprises the bid amount for the direct cost while **TWO HUNDRED EIGHTY THOUSAND FORTY-FOUR PESOS AND SIXTEEN CENTAVOS (PHP 280,044.16)** comprises for the amount allocated as indirect cost and **SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-EIGHT PESOS AND SIXTY-ONE CENTAVOS (PHP 77,648.61)** for the 5% tax with a DISCOUNT of **FOUR HUNDRED THOUSAND PESOS (PHP 400,000.00)** of the bid amount;
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 warranties 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 warranty 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 November 13, 2020, at Surigao City, Surigao del Norte, Philippines.

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

Signed, sealed, delivered by **CARLOS CHIVAS L. YUIPCO** the Proprietor/Manager (for **KENT MARKETING GROUP OF COMPANIES, INC.**).

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 _____


CARLOS CHIVAS L. YUIPCO

Proprietor/Manager
KENT MARKETING GROUP OF
COMPANIES, INC.
Contractor
CTC No. 08843873
Issued on JAN. 7, 2020
at SURIGAO CITY

Signed in the presence of




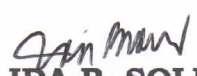
FLORENCE E. ALMADEN, CESO VI and REYNOLD ELSISURA

ALLOTMENT AVAILABLE:

SARO NO. PO-13-20-0626

DATE: 9/7/2020


KRISNA BESS D. EDERA
Budget Officer


IDA B. SOLLOSO
Accountant-III


ACKNOWLEDGEMENT

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

BEFORE ME, this November 13, 2020 in the City of Surigao, Philippines, personally appeared **KAREN L. GALANIDA, PhD, CESO V** and **CARLOS CHIVAS L. YUIPCO** 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.

Doc. No. 957
Page No. 79
Book No. 1
Series of 2020


ATTY. MELLICENT G. LIANZA
Notary Public
Until December 31, 2021
Roll No. 57730
PTR No. 1443855-1.30.2020
IBP No. 2020-105976-2.10.2020
MCLE Compliance No. 0021000
Valid Until April 14, 2022

Ann