



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

**PAROPA CONSTRUCTION AND SUPPLY**, a private construction company duly registered under the Department of Trade and Industry and duly licensed to perform construction business with the Philippine government, hereinafter called the **FIRST PARTY**, and represented by **JENNIFER T. ALBESA**, a Filipino, of legal age, Filipino, married and a resident of Surigao City.

and

**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 V**, Filipino, of legal age, married, and a resident of Socorro, Surigao del Norte, Philippines, in her official capacity as the Schools Division Superintendent of the **SECOND PARTY**.

**WITNESSETH:**

WHEREAS, the **FIRST PARTY** is a duly authorized private company, which was verified and validated to be the bidder with the lowest calculated and responsive bid in the procurement for the **REPAIR AND REHABILITATION OF TWO (2) STOREY (OSDS BUILDING) AND THREE (3) STOREY (SGOD AND CID BUILDING) DIVISION OFFICE BUILDINGS OF DEPED SDO SURIGAO CITY** hereinafter called **THE PROJECT**;


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

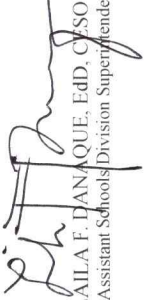
WHEREAS, after having undergone and complied with all the requirements and procedure mandated under R.A. 9184 and all other pertinent laws, rules and regulations in government procurement, the parties herein contract to proceed with **THE PROJECT**;

NOW THEREFORE, for and in the total consideration of **TWO MILLION FIVE HUNDRED, SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY TWO PESOS AND SIXTY NINE CENTAVOS (PHP 2,563,752.69)**, the **FIRST PARTY** hereby contracts to carry out **THE PROJECT** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

1. That the **FIRST PARTY** shall accomplish **THE PROJECT**, 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 fifty (150) 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;

  
 Jennifer T. Albesa  
 Authorized Representative  
 PAROPA CONSTRUCTION AND SUPPLY

  
 Karen L. Galanida, PhD, CESO V  
 Schools Division Superintendent

  
 Laila F. Dan-Agoue, EdD, CESO VI  
 Assistant Schools Division Superintendent

  
 Karen L. Galanida, PhD, CESO V  
 Schools Division Superintendent

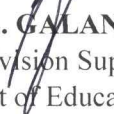
3. That, stipulated consideration of **TWO MILLION FIVE HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY TWO PESOS AND SIXTY NINE CENTAVOS (PHP 2,563,752.69)** is inclusive of taxes allowed by law to be withheld by the SECOND PARTY;
4. That, payment by the SECOND PARTY to the FIRST PARTY of the stipulated 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 carried out 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.
5. That, notwithstanding full payment of the stipulated consideration, the FIRST PARTY shall still undertake to post the applicable warranty bond and 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;
6. That, in case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of the cost of the unperformed portion of the works for every day of delay shall be imposed; 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. Program of Works.
  - d. Bill of Quantities.
  - e. Invitation to Bid.
  - f. Instruction to Bidders.
  - g. Addenda and/or Supplemental/Bid Bulletins, if any.
  - h. Eligibility requirements, documents and/or statements.
  - i. Notice of Award of Contract and the Bidder's conforme thereto.
  - j. 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 under Contract No. FY-2022-INFRA-001, this May 16, 2022, at Surigao City, Surigao del Norte, Philippines.


Signed, sealed, delivered by **LAILA F. DANAQUE, EdD, CESO VI**, the BAC Chairperson for the Department of Education, Division of Surigao City.

Signed, sealed, delivered by **JENNIFER T. ALBESA** the Authorized Representative for **PAROPA CONSTRUCTION AND SUPPLY**.


Binding Signature of **PROCURING ENTITY**

  
**KAREN L. GALANIDA, PhD, CESO V**  
 Schools Division Superintendent  
 Department of Education  
 Schools Division Office of Surigao City  
 CTC No. CC1201924383471  
 Issued on February 4, 2021  
 Issued at Brgy. Navarro, Socorro, SDN

Binding Signature of **CONTRACTOR**

  
**JENNIFER T. ALBESA**  
 Authorized Representative  
 PAROPA CONSTRUCTION AND SUPPLY  
 Sitio Bioborjan, Brgy. Rizal, Surigao City  
 CTC No. 05632887  
 Issued on JANUARY 4, 2022  
 at PARO, LEYTE

Signed in the presence of

  
LAILA F. DANAQUE, EdD, CESO VI  
Agency's witness


and

  
ROSALINA H. DOCIL  
Contractor's Witness

ALLOTMENT AVAILABLE:

SARO NO. DSEC-17-22-1052

DATE: 07/02/2022

  
JANICE E. NAIG  
OIC - Budget Officer


### ACKNOWLEDGEMENT

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

BEFORE ME, this May 16, 2022 in the City of Surigao, Philippines, personally appeared KAREN L. GALANIDA, PHD, CESO V and JENNIFER T. ALBESA 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 three (3) 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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Series of 202 ✓

  
ATTY. MELLICENT C. LIANZA  
NOTARY PUBLIC  
Until JUNE 30, 2022  
Roll No. 57730  
PTR No. 2445005/ 01-21-2022  
IBP No. 150208/ 1.11.21  
MCLE Compliance No. 0005826  
Valid until April 14, 2025  
0131 Meehleb Bldg, Door 3,  
Rizal Cor, Vasquez Sts.  
Brgy. Washington, Surigao City 8400

NOTARY PUBLIC