




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

CONTRACT FOR CIVIL WORKS
 (CONTRACT NO. FY-2022-INFRA-007)

KNOW ALL MEN BY THESE PRESENTS:

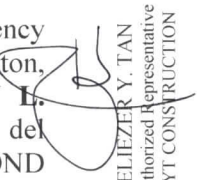
This instrument made and executed by and between

EYT CONSTRUCTION, 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 **ELIEZER Y. TAN**, a Filipino, of legal age, Filipino, married and a resident of Surigao City.


 Contractor's Witness
 EYT CONSTRUCTION

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**.


 ELIEZER Y. TAN
 Authorized Representative
 EYT CONSTRUCTION

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 **CONSTRUCTION OF FOUR (4) NEW CLASSROOMS FOR CV DIEZ MCES OF DEPED SDO SURIGAO CITY** hereinafter called **THE PROJECT**;

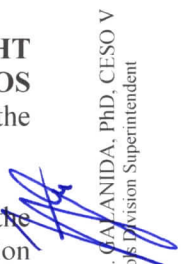
WHEREAS, the **SECOND PARTY** is the procuring entity and recipient of the aforementioned infrastructure project;

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**;

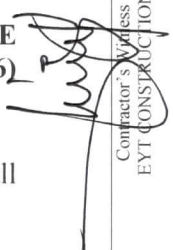

 LAILA F. DANAQUE, EdD, CESO VI
 Assistant Schools Division Superintendent

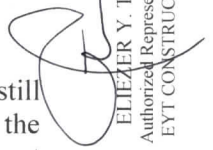
NOW THEREFORE, for and in the total consideration of **NINE MILLION NINETY EIGHT THOUSAND THREE HUNDRED THIRTY SEVEN PESOS AND THIRTY SIX CENTAVOS (PHP 9,098,337.36)**, the **FIRST PARTY** hereby contracts to carry out **THE PROJECT** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

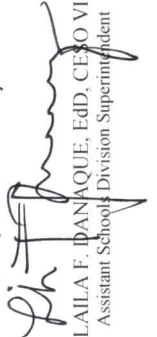
1. That the **FIRST PARTY** shall accomplish **THE PROJECT**, which obligation shall **include** the processing of all the necessary papers and documentation to warrant the said construction, provision for the specified building/construction materials or supplies to be used, labor, equipment, and all 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;


 KAREN L. GALANIDA, PhD, CESO V
 Schools Division Superintendent

2. That the said infrastructure project must be completed and delivered within **one hundred twenty (120) 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 **NINE MILLION NINETY EIGHT THOUSAND THREE HUNDRED THIRTY SEVEN PESOS AND THIRTY SIX CENTAVOS (PHP 9,098,337.36)** 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;
7. That, the FIRST PARTY shall undertake to submit the complete list of manpower to be employed to work on THE PROJECT, with a guarantee that they shall NOT work simultaneously in another project, EXCEPT if the nature of their function does not require them to be present in the construction site at all times; and
8. 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.


Contractor's Witness
EYI CONSTRUCTION


ELIZER Y. TAN
Authorized Representative
EYI CONSTRUCTION


LAILA F. DANAKOUE, EdD, CESO VI
Assistant Schools Division Superintendent


KAREN L. GALANIDA, PhD, CESO V
Schools Division Superintendent


IN WITNESS whereof the parties thereto have caused this Agreement to be executed under Contract No. FY-2022-INFRA-007, this _____, at Surigao City, Surigao del Norte, Philippines.

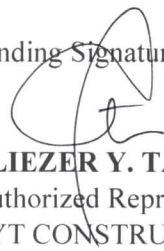
Signed, sealed, delivered by **LAILA F. DANAQUE, EdD, CESO VI**, the BAC Chairperson for the Department of Education, Division of Surigao City.

Signed, sealed, delivered by **ELIEZER Y. TAN** the Authorized Representative for **EYT CONSTRUCTION**.


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 _____
Issued at _____


ELIEZER Y. TAN
Authorized Representative
EYT CONSTRUCTION
San Nicolas St., Surigao City
CTC No. _____
Issued on _____
at _____

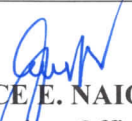
Signed in the presence of


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

and


JUAN ENAS H. RUMBON
Contractor's Witness

ALLOTMENT AVAILABLE:
SARO NO. 0920-17-22-0682
DATE: 8/2/2022


JANICE E. NAIG
OIC - Budget Officer

ACKNOWLEDGEMENT

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

BEFORE ME, this _____ in the City of Surigao, Philippines, personally appeared **KAREN L. GALANIDA, PHD, CESO V** and **ELIEZER Y. TAN** 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. 7452
Page No. 1092
Book No. VIII
Series of 2022

~~NOTARY PUBLIC~~
ATTY. ROLANDO LITERATO
~~NOTARY PUBLIC~~
UNTIL DECEMBER 31, 2022
ROLL NO. 27637
NOTARIAL COMMISSION No. 2021-319
FOR SURIGAO CITY AND SURIGAO DEL NORTE
PTR No. 1289325, ISSUED ON JANUARY 12, 2022
IBP No. 177410, ISSUED ON FEBRUARY 8, 2022
MCLE: RETIRED JUDGE-EXEMPTED No. VI-000045
VALID UNTIL APRIL 14, 2022