



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

CONTRACT AGREEMENT
 (CONTRACT NO. FY-2023-INFRA-001)

KNOW ALL MEN BY THESE PRESENTS:

This instrument made and executed by and between

NMSJ CONSTRUCTION, a private construction company duly registered and duly licensed to perform construction business with the Philippine government, hereinafter called the **FIRST PARTY**, and represented by **NESTOR M. SORIANO, JR.**, a Filipino, of legal age.

Hazel F. Labonits
 Contractor's Witness
 NMSJ 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 **MARILOU B. DEDUMO, PhD, CESO V**, Filipino, of legal age, in her official capacity as the Schools Division Superintendent of the **SECOND PARTY**.

Nestor M. Soriano, Jr.
 Authorized Representative
 NMSJ 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 project **CONSTRUCTION OF ONE (1) STOREY TWO (2) CLASSROOM WITH COMMON TOILET BUILDING FOR MARTINEZ ES** hereinafter called **THE PROJECT**;

Laila F. Danaquje, EdD, CESO VI
 Assistant Schools Division Superintendent

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 **FOUR MILLION ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED THIRTY SIX PESOS AND SIX CENTAVOS (PHP 4,187,236.06)**, the **FIRST PARTY** hereby contracts to carry out **THE PROJECT** in favor of the **SECOND PARTY**, under the following terms conditions, to wit:

Marilou B. Dedumo, PhD, CESO V
 Schools Division Superintendent



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 **120 (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 **FOUR MILLION ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED THIRTY SIX PESOS AND SIX CENTAVOS (PHP 4,187,236.06)** 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 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);
 - Drawings/Plans;

HAZEL F. LABORTE
Contractor's Witness
NMSJ CONSTRUCTION

NESTOR M. SORIANO, JR.
Authorized Representative
NMSJ CONSTRUCTION

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

MARILON B. DEDUMO, PhD, CESO V
Schools Division Superintendent


- Specifications;
 - Bill of Quantities;
 - General and Special Conditions of Contract;
 - Supplemental or Bid Bulletins, if any;
- b. Winning bidder'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 Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder'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 Bidder's conforme thereto; and
- f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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.**

IN WITNESS whereof the parties thereto have caused this Agreement to be executed under Contract No. FY-2023-INFRA-001, this June 01, 2023, 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 **NESTOR M. SORIANO, JR.** the Authorized Representative for **NMSJ CONSTRUCTION**.


Binding Signature of **PROCURING ENTITY**


MARILOU B. DEDUMO, PhD, CESO V
 Schools Division Superintendent
 Department of Education
 Schools Division Office of Surigao City
 CTC No. _____
 Issued on _____
 Issued at _____

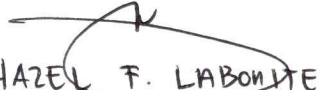
Binding Signature of **CONTRACTOR**


NESTOR M. SORIANO, JR.
 Authorized Representative
 NMSJ CONSTRUCTION
 Km. 4, National Highway, Surigao City
 CTC No. _____
 Issued on _____
 at _____

Signed in the presence of


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

and


HAZEL F. LABONTE
Contractor's Witness

ALLOTMENT AVAILABLE:
SARO NO. _____
DATE: _____


JANICE E. NAIG
Budget Officer

ACKNOWLEDGEMENT


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


BEFORE ME, this June 1, 2023 in the City of Surigao, Philippines, personally appeared MARILOU B. DEDUMO, PHD, CESO V and NESTOR M. SORIANO, JR. 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.

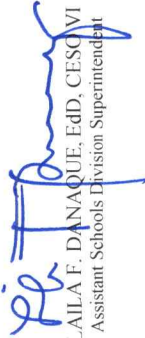
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022


HAZEL F. LABONTE
Contractor's Witness
NMSI CONSTRUCTION


NESTOR M. SORIANO, JR.
Authorized Representative
NMSI CONSTRUCTION


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


MARILOU B. DEDUMO, PhD, CESO V
Schools Division Superintendent



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