



Republic of the Philippines
Department of Education

Region V
SCHOOLS DIVISION OFFICE OF CAMARINES SUR

COMMISSION ON AUDIT
(Dep Ed Camarines Sur Division)
Received by: _____
Date Received: JUN 10 2024

- CONTRACT AGREEMENT -

Contract No.: 2024-65-648

[Signature]
Witness (Contractor)

[Signature]
Witness

[Signature]
JERVIN T. SAN DIEGO
RIDERS CORNER BUILDING AND REALTY DEVT. CORP.

[Signature]
NORMA B. SAMANTELA, CESO V
DepEd, Division of Camarines Sur

THIS AGREEMENT, made this _____ day of JUN 04 2024, 20____ between Department of Education, Schools Division Office of Camarines Sur hereinafter called the "Entity" represented herein by NORMA B. SAMANTELA, CESO V, Schools Division Superintendent and RIDERS CORNER BUILDING AND REALTY DEVT. CORP., 2nd Floor, Aquino Building, Gov. Panotes Avenue,, Brgy. 7, Daet, Camarines Norte, hereinafter called the "Contractor" represented herein by JERVIN T. SAN DIEGO, Authorized Managing Officer.

WHEREAS, the Entity is desirous that the Contractor execute CONSTRUCTION OF CLASSROOM/ SCHOOL BUILDINGS WITH WATER SANITATION FACILITIES, RAIN WATER COLLECTOR AND SCHOOL FURNITURE CY 2024 LMS for Cristo Rey ES, Baao (Early Procurement Activity) hereinafter called "the Works" and the Entity has accepted the Bid for EIGHT MILLION SIX HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SEVEN PESOS AND 36/100 ONLY (P8,646,767.36) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. 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 integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. 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;

End-user: Pedro J. Pelonio

Mode of Procurement: Public Bidding

Contractor

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;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's conforme thereto; and

e. 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.

3. In consideration for the sum of ***EIGHT MILLION SIX HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SEVEN PESOS AND 36/100 ONLY (P8,646,767.36)***, ***JERVIN T. SAN DIEGO***, ***CONSTRUCTION OF CLASSROOM/ SCHOOL BUILDINGS WITH WATER SANITATION FACILITIES, RAIN WATER COLLECTOR AND SCHOOL FURNITURE CY 2024 LMS FOR CRISTO REY ES, BAAO (Early Procurement Activity)*** in accordance with his/her/its Bid

4. The SDO Camarines Sur through **Schools Division Superintendent, NORMA B. SAMANTELA, CESO V** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to **ten percent (10%)** of the payment or Special Bank Guarantee in an amount equal to **ten percent (10%)** of the Contract Price required under Section 62 of R. A 9184 and its revised IRR.

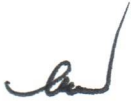
a. A **One (1) year** warranty from the date of Issuance of Certificate of Final Acceptance by the Procuring Entity.

6. The **Contractor** shall pay the Procuring Entity for liquidated damages (LD), and not by way of penalty an amount equal to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed/undelivered portion of the **Construction/Repair** for every day of delay. The Procuring Entity shall deduct the liquidated damages from payments or any money due or which become due the **Contractor** under this Contract and /or collect such liquidated damages from the retention money or other securities posted by the Supplier whichever is convenient to the Procuring Entity. Once the Cumulative amount of liquidated damages reaches ten percent (10%) of the Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of Action and remedies open to the Procuring Entity;

5. The PARTIES shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising the PARTIES in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A No. 9285, or "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

6. Contract duration will be one hundred twenty (120) calendar days or any time within the 120 calendar days validity period from the date of the contract. The Contract completion period shall be one hundred twenty (120) days;

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



NORMA B. SAMANTELA, CESO V
 Schools Division Superintendent
 For the
DEPARTMENT OF EDUCATION
 Schools Division Office of Camarines Sur



JERVIN T. SAN DIEGO
 Authorized Managing Officer
 For
**RIDERS CORNER BUILDING AND
 REALTY DEVELOPMEN CORP.**

WITNESSES



Signature over Printed Name
 (Witness)



Signature over Printed Name
 (Witness Contractor)

Certified Funds Available:


GERLIE V CAÑAS
 Division Accountant 

-ACKNOWLEDGEMENT-

PR
Witness (Contractor)

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAMARINES SUR) S.S.
MUNICIPALITY OF _____

BEFORE ME, A Notary Public in the above jurisdiction personally appeared the following:

[Signature]
Witness

<u>NAME</u>	<u>VALID ID.</u>	<u>Date/Place issued</u>
NORMA B. SAMANTELA, CESO V	CRN 006-0084-2566-0	Valid until Sept. 2027
JERVIN T. SAN DIEGO	ED-13-001413	Valid until April 2, 2024

Known to me the same persons who executed the foregoing instrument and that they acknowledged to me that the same is free Act and voluntary deed.

This instrument consists of **Four (4)** pages including this page wherein this acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this JUN 04 2024 day of JUN 04 2024 at DAET, CAMARINES NORTE, Philippines.

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Book No. XIV
Series of. 2024

ATTY. ROLDAN P. QUINONES
NOTARY PUBLIC
CAMARINES NORTE
ATTORNEY ROLL No. 79329
NOTARIAL COMMISSION NO. 2023-14
VALID UNTIL 12/31/2025
PTR No. 5521741; 01/02/2024
IBP No. 214377; 05/23/2022
MCLE COMPLIANCE NO. VIII-00000107
VALID UNTIL 04/14/20

JERVIN T. SAN DIEGO
RIDERS CORNER BUILDING AND REALTY DEVT. CORP.

NORMA B. SAMANTELA, CESO V
DepEd, Division of Camarines Sur