

Republic of the Philippines
DEPARTMENT OF EDUCATION
Regional Office of Region VII
Tagbilaran City Division

**REPAIR OF ONE CLASSROOM TO BE CONVERTED AS MEDICAL/DENTAL CLINIC
AT TAGB. CITY CENTRAL SCHOOL SPED CENTER**

Contract No.: 2020-001-Infra

CONTRACT

THIS CONTRACT, made and entered into this _____ day of February, 2020 by and between the Department of Education, Regional Office of VII, Tagbilaran City Division, located at Rajah Sikatuna, Dampas District Tagbilaran City represented herein by its Schools Division Superintendent, **Joseph Irwin A. Lagura, Ph.D.** hereinafter referred to as the "Owner" of the one part and **Dolci Construction & General Merchandise** represented herein by **Arch. Leo Mardi L. Cirunay**, Proprietor, of the above-mentioned construction supply with office address at **Door 3 Ferrer Apartment, E.K. Inting Street, Mansasa District, Tagbilaran City** hereinafter referred to as the "Constructor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in above Project consisting of One (1) cluster school project sites and received bids from One (1) bidder; the Owner opened, read and evaluated the bids of the One (1) bidder; One (1) bids were received for Cluster 1; after the evaluation, the Owner post-qualified and declared the bid of the Constructor mentioned above as the responsive bidder for said Project;

WHEREAS, the Owner passed and approved a resolution to award in favor of **Dolci Construction & General Merchandise**, in the sum of PHILIPPINE PESOS **THREE HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED NINETY NINE PESOS AND FIVE CENTAVOS (Php 348,199.05)** only, hereinafter called the "Contract Price" with the following details:

Cluster No.	Description of Works	Amount of Award/Contract Price (PhP)
1	REPAIR OF ONE CLASSROOM TO BE CONVERTED AS MEDICAL/DENTAL CLINIC AT TAGB. CITY CENTRAL SCHOOL SPED CENTER	Php 348,199.05

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - Bidding Documents issued by the Owner;
 - Bid Bulletin(s) issued by the Owner;
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable
- The contract duration or completion period shall be **60 calendar days** reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is seven (7) calendar days from receipt of the Notice to Proceed by the Constructor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Constructor, the Constructor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

CONSTRUCTOR'S WITNESS

CONSTRUCTOR

OWNER'S WITNESS

OWNER

5. The Owner hereby covenants to pay the Constructor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price shall be paid to the Constructor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Constructor shall pay the Owner 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 portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Constructor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Constructor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Constructor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and forms:

5% of the Contract Price	Cash; or Letter of Credit issued by a Universal or Commercial Bank, if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank
30% of the Contract Price	Surety Bond callable upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

For Availability of Funds:


MICHELLE T. SAGARAL, CPA, M.M.
 Accountant-III

Binding Signature of PROCURING ENTITY


JOSEPH IRWIN A. LAGURA, Ph.D.
 OWNER

Binding Signature of BIDDER


ARCH. LEO MARDI L. CIRUNAY
 CONSTRUCTOR

SIGNED IN THE PRESENCE OF:


MARCELO K. PALISPIS
 OWNER'S WITNESS


LOURDEOFANNY D. CIRUNAY
 CONSTRUCTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGBILARAN) S.S.

ACKNOWLEDGMENT

22 FEB 2020

BEFORE ME, a Notary Public for and in TAGBILARAN CITY, Philippines, this ___ day of _____, 2020, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

	NAME	NUMBER	ISSUED ON	ISSUED AT
OWNER	JOSEPH IRWIN A. LAGURA	PRC - 426823	NOV. 09, 1998	MANILA
CONSTRUCTOR	LEO MARDI L. CIRUNAY	CTC - 10156212	JAN. 03, 2020	TAGBILARAN CITY

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of _____() pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public
Until 31 December 2020

ATTY. LIBERATO G. CASILAN, JR.

Casilan Law And Realty Office
3-A CPG Avenue, Tagbilaran City
NOTARY PUBLIC until December 31, 2021
IBP Lifetime No. 00899, 02-24-97
Roll of Attorneys No. 38862, 3-14-94
TIN-145-395-000

PTR No. 7683942, issued on 11/26/2019 Bohol Province for CY 2020
NCS No. 2020-25 January 2, 2020 up to December 31, 2021
MCLE Compliance VI-0006636, February 23, 2018
Valid Until April 14, 2022

CONSTRUCTOR'S WITNESS

CONSTRUCTOR

OWNER'S WITNESS

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OWNER