



Republic of the Philippines
Department of Education
 REGION X - NORTHERN MINDANAO
 SCHOOLS DIVISION OF EL SALVADOR CITY

Contract Agreement
Contract No. 2020-12-0189

This CONTRACT, made and entered into this 14 DEC 2020 day of 2020 by and between the Department of Education, Division of El Salvador City, located at Zone 3, Poblacion, El Salvador City, represented herein by its Schools Division Superintendent, **OLGA C. ALONSABE, Ph.D., CESE**, hereinafter referred to as the "Owner" of the one part and **JOASH AR ENGINEERING ENTERPRISES**, represented herein by its Owner, **JOASH A. RUAYA**, with office address at 365 Quezon Corner Bonifacio Streets, Barangay 4, Poblacion, Dapa, Siargao Islands, Surigao Del Norte, 7200, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner invited bids for certain works stated in **Procurement of Repair and Rehabilitation of Various School Buildings (Repair of 11 Classrooms) in Sinaloc Elementary School (Project No. 2020-03-0023)** within DepED, Division of El Salvador City consisting of one (1) project site and received bids from six (6) bidders; the Owner opened, read and evaluated the bids of the one (1) bidder/s; six (6) bids were received for Lot No 1; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the lowest calculated responsive bid for said Lot;

WHEREAS, the Owner passed and approved a resolution to award in favor of **JOASH AR ENGINEERING ENTERPRISES**, in the sum of Four Million Three Hundred Thirty Thousand Two Hundred Fifty-Nine Pesos and Fifty-Seven Centavos (P 4,330,259.57) only, hereinafter called Contract Price with the following details:

Lot No.	Description of Works	Amount of Award/ Contract Price (PhP)
1	Procurement of Repair and Rehabilitation of Various School Buildings (Repair of 11 Classrooms) in Sinaloc Elementary School (Project No. 2020-03-0023)	Php 4,330,259.57

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

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;



CONTRACTOR'S WITNESS

CONTRACTOR

OWNER'S WITNESS

OWNER



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- CONTRACTOR'S WITNESS
- (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid Form, including all 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 to the Bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirement, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.

CONTRACTOR

3. The contract duration or completion period shall be **180** calendar days reckoned on the start 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 be the Contractor.

4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defect therein on conformity in all respects with the provisions of the Contract;

5. The Owner hereby covenants to pay the Contractor 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 manner prescribed by the Contract.

6. The Contract Price shall be paid to the Contractor through the 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 Contractor shall pay the Owner for liquidated damages (LD), and not by the 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 Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;





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8. The Contractor 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 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:

OLGA C. ALONSABE, Ph.D., CESE
OWNER

JOASH A. RUAYA
CONTRACTOR

SIGNED IN THE PRESENCE OF:

ANALYN G. FABRIA
OWNER'S WITNESS

RIZA WRENIA COMETA RUAYA
CONTRACTOR'S WITNESS

Funds Available:

MARICEL B. JANGAO
Accountant III

Allotment Available:

STEPHANIE R. SALIGUMBA
Budget Officer III





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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of 14 DEC 2020, 2020, personally appeared:

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

NAME	NUMBER	ISSUED ON	ISSUED AT
OLGA C. ALONSABE	<u>006-0034-5465-7</u> GSIS UMID	_____	_____
JOASH A. RUAYA	<u>N-26-04-005524</u> DRIVERS LICENCE	_____	_____

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

HAMIE G. GARREON
 Notary Public NC-3030-06
 Until December 31, 2021
 PIR No. 4550217, 1-3-2020 ODO
 IBP No. 109853 1-13-2020
 TIN: 922-710-879
 Roll No. 51523 5-10-2006
 Cagayan de Oro City
 MCLB Comp. No. VI-0009151. 8-29-1.

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