



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP), REGION IV-A, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Malvar, Batangas and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **"CLIENT."**

-and-

NMDC CONSTRUCTION CORPORATION, with principal address at 888 Langka Street, Sta. Ursula Subd., Batingan, Binangonan, Rizal, represented herein by its Authorized and Designated Representative, **CATHRINA JANELA O. DOBLADA** hereinafter referred to as the **"CONTRACTOR."**

WITNESSETH

WHEREAS, the **Client** has undertaken the Emergency Procurement for the **"REPAIR OF THE GENERATOR SET CONTROL PANEL AT NEAP-RELC MALVAR BATANGAS;"**

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED NINETY THOUSAND FIVE HUNDRED TWELVE PESOS AND 50/100 ONLY (Php290,512.50);**

WHEREAS, on May 18, 2023, Mr. Michael Girard R. Alba, Chief, ESSD of the Office, requested for the repair of the generator set control panel at NEAP-Malvar, Batangas. Attached to the request letter is the Incident Report dated May 17, 2023. Based on the report, NEAP-Malvar Batangas experienced multiple power interruptions during the conduct of regional activities.;

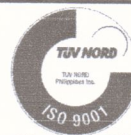
WHEREAS, Engr. Jamaica Rose G. Rolloque and other engineers of this Office conducted an onsite visit and inspection at NEAP-RELC Malvar, Batangas. During inspection, it was discovered that the generator set was not functional. That other remedies/solutions have been made but still the generator remained non-operational;

WHEREAS, they recommended the emergency repair of the generator set to ensure the continous delivery of quality public service during any emergency or power interruption;

WHEREAS, Section 53 and 53.2, Rule XVI of the 2016 revised Implementing Rules and Regulations of RA 9184 provides that:



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

“Section 53. Negotiated Procurement

Negotiated Procurement is a method of procurement of Goods, Infrastructure Project and Consulting Services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following:

-XXX-

53.2 Emergency Cases. In case of imminent danger to life or property during a state of calamity, or when time is of the essence arising from natural or man-made calamities or other causes where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public service, infrastructure facilities and other public utilities.

The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.

In the case of Infrastructure Projects, the Procuring Entity has the option to undertake the project through negotiated procurement or by administration or, in high security risk areas, through the AFP.”

-XXX-

WHEREAS, the end-user requested for quotation from **NMDC Construction Corporation**;

WHEREAS, in response to the said request, **NMDC Construction Corporation** submitted its proposal in the amount of **TWO HUNDRED NINETY THOUSAND FIVE HUNDRED TWELVE PESOS and 50/100 ONLY (Php290,512.50)**;

WHEREAS, after review and deliberation on the proposal, **NMDC Construction Corporation**, complied with the requirements and has been found to be responsive;

WHEREAS, on May 24, 2023, the Bida and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award of the project to NMDC Construction Corporation for the amount of **TWO HUNDRED NINETY THOUSAND FIVE HUNDRED TWELVE PESOS and 50/100 ONLY (Php290,512.50)**;

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth the parties hereto have agreed and do hereby mutually agree as follows:

SECTION 1
Obligations of the Contractor

The **Contractor** shall:

1. Deliver the following items/products:

QUANTITY	UNIT	DESCRIPTION	AMOUNT
1	Set	Control Board	Php135,550.00
1	Lot	Rewiring of Control Board	35,000.00
200	Liters	Fuel Supply	11,200.00
10	Liters	Synthetic Oil	6,500.00
10	Liters	Gear Oil	5,500.00
1	Lot	Hauling	5,000.00
1	Lot	Technical Services	30,000.00

in good condition and free from any hidden defects. The **Contractor** hereby undertake to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract including the warranty provisions for each item/product.

2. Install these items in the generator set control panel of the **Client** and to repair the same until it will become operational.
3. To do such other acts which are necessary to comply with the obligations mentioned above.

SECTION 2
Obligations of the Client

The **Client** hereby undertake to pay the **Contractor** the amount of **TWO HUNDRED NINETY THOUSAND FIVE HUNDRED TWELVE PESOS and 50/100 ONLY (Php290,512.50)** in consideration of the execution and completion of the project and the remedying of defects therein.

SECTION 3
Supervision and Control

The **Contractor** shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the Procuring Entity on the matter.

SECTION 4
Liability to Personnel and Third Parties

The **Contractor** is NOT an agent or employee of the Procuring Entity and the personnel to be assigned by the **Contractor** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Contractor**.

Accordingly, the **Client** shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

SECTION 5
Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

SECTION 6
Venue of Action

The parties shall make every effort to resolve amicable and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

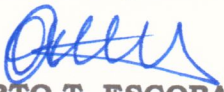

SECTION 7
Warranty

The **Client** hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.


IN WITNESS WHEREOF, the parties have hereunto set their hands, this _____ at Cainta, Rizal, Philippines.

MAY 29 2023



Department of Education
NEAP Region IV-A

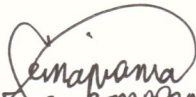

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director 

NMDC Construction Corporation


CATHRINA JANELA O. DOBLADA
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF:


MICHAEL GIRARD R. ALBA
Chief EPS, ESSD 


JEANALINE E. C. REMAPRANIA

REPUBLIC OF THE PHILIPPINES)
 _____) SS.
 QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
MAY 29 2023, personally appeared:

Name	Identification No.	Expiration Date
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Atty. Alberto T. Escobarte DepEd Office ID No. 4529876

Cathrina Janela O. Doblada Dry-Lic. ID No. D19-15-001528

who are 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 their own free act and voluntary act and deed.

This instrument, consisting of five (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written

Notary Public

Doc. No. 311;

Page No. 64;

Book No. 41;

Series of 2023.

Cole

ATTY. CONCEPCION P. VILLAREÑA
 Notary Public for Quezon City
 Until December 31, 2023
 PTR No. 3716371 / January 3, 2023 Q.C.
 / IBP No. 167803 / November 25, 2021 Q.C.
 Roll No. 30457 / 05-09-1980
 CLE VII-0006994 / 09-21-2021
 ADM. MATTER No. NP-005 (2022-2023)
 TIN NO. 131-942 754