



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 REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **DEPED**.

-and-

NMDC CONSTRUCTION CORPORATION, a domestic corporation registered and organized under the Philippine Laws 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."**

W I T N E S S E T H

WHEREAS, the **DepEd** has undertaken the Procurement for the **"REPAIR AND IMPROVEMENT OF REGIONAL OFFICE FACILITIES;"**

WHEREAS, the Approved Budget for the Contract (ABC) is **NINE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FOUR PESOS AND 86/100 ONLY (Php999,304.86);**

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative method of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic System (PhilGEPS) on August 8, 2023, office website and conspicuous bulletin board in the premises of this Office starting on August 7, 2023 to August 11, 2023;

WHEREAS, RFQs were sent to at least three prospective suppliers namely:

1. Hawkstow Construction and Development;



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

2. Open Builders Inc.; and
3. Ronmark Construction.

WHEREAS, four (4) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
Hawkstow Construction and Development	PhP729,000.00	Non-Complying
BSKP Construction	PhP899,129.61	Non-Complying
GKB Builders	PhP924,156.07	Non-Complying
NMDC Construction Corporation	PhP939,444.37	Complying

WHEREAS, the Technical Working Group of this Office conducted a bid evaluation/post qualification on the proposals of the above-mentioned suppliers;

WHEREAS, after review and deliberation on the proposal, **HAWKSTOW CONSTRUCTION AND DEVELOPMENT, BSKP CONSTRUCTION, and GKB BUILDERS** appear non-complying due to their failure to meet the technical specifications detailed on the Program of Works issued by this Office;

WHEREAS, after review and deliberation on the proposal, **NMDC CONSTRUCTION CORPORATION** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, on August 17, 2023, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **NMDC CONSTRUCTION CORPORATION for the REPAIR AND IMPROVEMENT OF REGIONAL OFFICE FACILITIES**; for the project in the sum of **NINE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED FORTY-FOUR and 37/100 PESOS ONLY (PhP939,444.37)**. (Hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1 Obligations of the Contractor

The **Contractor** shall:

1. Furnish, deliver, and complete all necessary works in accordance with the plan specifications, governing codes and regulations, and related contract documents such as but not limited to the Program of Works described as follows:

Item I.D.	Item Description	% of Total	Qty/ Unit	Total Cost
1.00	Mobilization	1.426%	1 lot	13,400.00
2.00	Earthworks	0.136%	1 lot	1,275.00
3.00	Concrete Works	5.238%	1 lot	49,205.50
4.00	Rebar Works	0.460%	1 lot	4,320.00
5.00	Formworks	2.730%	1 lot	25,650.80
6.00	Doors and Windows	9.937%	1 lot	93,350.00
7.00	Steel Works	4.977%	1 lot	46,754.55
8.00	Roof Framing	5.979%	1 lot	56,165.00

	for Common Area			
9.00	Ceiling and Carpentry Works	2.598%	1 lot	24,408.75
10.00	Painting Works	18.080%	1 lot	169,854.76
11.00	Tile Works	18.979%	1 lot	178,300.00
12.00	Waterproofing	7.781%	1 lot	73,100.00
	III. DIRECT COST (I + II)			735,784.36
	IV. INDIRECT COST (22%)			
	Overhead Expense (8%)	6.125%		57,790.75
	Contingencies (3%)	2.307%		21,671.53
	Miscellaneous (1%)	0.769%		7,223.84
	Contractor's Profit (10%)	7.689%		72,238.44
	Sub-Total			158,924.56
	V. TAX 5% of (II+IV)			
	Sub-Total	4.762%		44,735.45
	VI. TOTAL CONSTRUCTION COST (III + IV + V)	100.000%		939,444.37

within twenty (20) days from the execution of this contract.

2. Furnish labor, materials, tools and equipment necessary to deliver the project and to supervise the personnel assigned in the project at their own expense.
3. Comply with the lawful order of **DepEd** or its authorized representative especially when the **Contractor** is made to answer in writing his failure to accomplish work in accordance with the plans, specifications, and construction schedule.
4. Submit construction schedule within 5 days from execution of this Contract and accomplishment reports when required by DepEd in order to monitor the progress of the work project.
5. Secure government permits and licenses required by the National Building Code of the Philippines and other laws before commencing the project.
6. Undertake to execute and complete the works and remedy any defects therein in conformity with the provisions of this Contract and all other procurements documents.
7. Responsible for any damage and/or destruction of the project except those sanctioned by the Civil Code of the Philippines and other related laws.
8. Responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.
9. To do such other acts which are necessary to comply with the obligations mentioned above.

SECTION 2

Obligations of the DepEd

The **DepEd** undertakes to pay the **Contractor** the amount of **NINE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED FORTY-FOUR and 37/100 PESOS ONLY (PhP939,444.37)** in consideration of the execution and completion of the project and the remedying of defects therein.

More, DepEd undertakes to allow the **Contractor** to enter its premises and to take over the sites upon execution of this Contract.

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 **DepEd** on the matter.

SECTION 4

Liability to Personnel and Third Parties

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

Accordingly, the **DepEd** 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 the performance of duty of any of its personnel and for those arising from violation of labor laws.

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 comply with the provisions of Revised 2016 IRR of Republic Act 9184.

SECTION 6

Venue of Action

The parties shall make every effort to resolve amicably 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 **DepEd** hereby warrants and attests 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.

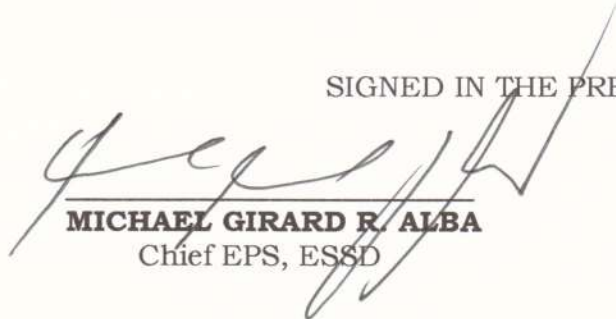
**Department of Education
NEAP Region IV-A**

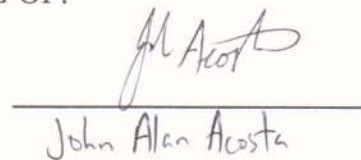
**NMDC Construction
Corporation**

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

CATHRINA JANELA O. DOBLADA
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF:


MICHAEL GIRARD R. ALBA
Chief EPS, ESSD


John Alan Acosta

REPUBLIC OF THE PHILIPPINES)
_____) SS.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **SEP 07 2023**, this **QUEZON CITY**, personally appeared:

Name	Identification No.
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876
Cathrina Janela O. Doblada	DRIVER'S LICENSE 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

Doc. No. **431**
Page No. **82**
Book No. **XXXVIII**
Series of 2023.

Notary Public
ATTY. VICENTE C. CRUZ
ADM. MATTER NO. NP-031
NOTARY PUBLIC FOR QUEZON CITY
UNTIL DECEMBER 31, 2023
RM. 204 ACRE BLDG., 137 MALAKAS ST.
CENTRAL, DILIMAN, QUEZON CITY 1100
TEL. NO. 8942-7434
PTR. NO. 3716375 / 01-03-23 / Q.C.
ROLL NO. 33952 / 05-30-86
IBP LIFETIME MEMBER NO. 02322 / 04-19-01 / Q.C.
MCLE NO. VII-0013576 until Apr. 14, 2025