



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 **CLIENT**.

-and-

BSKP CONSTRUCTION, a domestic corporation duly registered under the Philippine laws, with principal address at 436 Raymundo St. San Juan, Morong Rizal, represented herein by its Proprietor, **MR. NELSON R. PINTO**, hereinafter referred to as the **CONTRACTOR**.

W I T N E S S E T H

WHEREAS, DepEd Regional Office IV-A CALABARZON has undertaken procurement of **REPAIR AND RENOVATION OF VARIOUS OFFICES AND FACILITIES OF DEPED REGION IV-A CALABARZON**;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED EIGHTY-ONE PESOS AND 45/100 (Php1,997,281.45)**;

WHEREAS, Section 26.1 (h) of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 otherwise known as the "New Government Procurement Act", provides for Small Value Procurement as one of the modes of Procurement consistent with the Fit-for-Purpose procurement approach;

WHEREAS, Section 34. Small Value of Procurement states that:

"Section 34. Small Value Procurement

34.1 Small Value Procurement (SVP) is a mode of procurement whereby the Procuring Entity requests for the submission of at least three (3) price quotations for Goods not available in the PS-DBM, Infrastructure Project, and Consulting Services.

The receipt of one (1) quotation is sufficient to proceed with the evaluation of bidders; Provided, that, the amount involved does not exceed Two Million Pesos (Php2,000,000.00), subject to the periodic review of the threshold amount and adjustments as may be deemed appropriate by the GPPB."

WHEREAS, Section 34.3 (a) of the said IRR, the End-User or Implementing Unit shall submit a request for Small Value Procurement to the BAC. The request shall indicate the Technical Specifications, Scope of Work, Terms of Reference, as the case may be, Approved Budget for the Contract and other terms and conditions;

WHEREAS, on November 19, 2025, the End-User submitted their request to procure the said project under SVP - mode of procurement to the Bids and Awards Committee (BAC), which includes the following:

- Approved Authority to Procure;
- Approved Budget for the Contract (ABC);
- Technical Specifications;
- Project Procurement Management Plan (PPMP);

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on December 13, 2025 at the office website and conspicuous bulletin board in the premises of this Office from December 12, 2025 to December 17, 2025 at 9:00 a.m.;

WHEREAS, RFQs were likewise sent to at least three (3) prospective suppliers as follows: (1) M2 Builder Corp.; (2) NMDC Construction Corp.; and (3) Hawkstow Construction & Development.;

WHEREAS, one (1) supplier submitted its proposal; **BSKP CONSTRUCTION** in the amount of **ONE MILLION NINE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT PESOS AND 77/100 (Php1,963,178.77)**. Thus, **BSKP CONSTRUCTION** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposals, **BSKP CONSTRUCTION** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, on December 17, 2025, the **BAC** hereby **RESOLVES** as it hereby **RESOLVED** to **RECOMMEND** to the Regional Director, as the Head of the Procuring Entity, the award of the project to **BSKP CONSTRUCTION** in the amount of **ONE MILLION NINE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT PESOS AND 77/100 (Php1,963,178.77)**. (hereinafter called the "Contract Price").

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

Documents deemed part

All documents submitted by Contractor and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Request for Quotation submitted by the Contractor;
- d) Technical Specifications;
- e) All other documents already submitted by the Contractor and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

Section 2

Obligation of the Contractors

The **Contractor** shall:

- a. Comply with the lawful order of the Procuring Entity or his representative especially when the contractor is made to answer in writing his failure to accomplish work in accordance to the plans and specifications;

- b. Submit an accomplishment report when required by the Procuring Entity as part of its monitoring and evaluation; and
- c. In consideration of the payments to be made by the Procuring Entity to the Contractor, the Contractor hereby undertake to execute and complete the project within 60 calendar days and remedy any defects therein in conformity with the provisions of this Contract.

Section 3 **Responsibilities of the Client**

The **Client** shall:

1. Pay the **Contractor** in consideration of the execution and completion of the project and the remedying of defects;
2. Charged or billed the total amount of **ONE MILLION NINE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT PESOS AND 77/100 (Php1,963,178.77)** provided that any delay shall be subject to liquidating damages.

Section 4 **Monitoring and Validation of the Work Progress/Accomplishment**

The Procuring Entity or his representative shall monitor the progress of the project. In every 15th day from the commencement of the project or from the last monitoring, the Procuring Entity or his representative shall visit the site to monitor and validate if the accomplishment of the work is in accordance to the plans and specifications.

In case the work accomplishment varies with the construction schedule to an unjustifiable extent, the Procuring Entity or his representative shall make the Contractor explain in writing. Also, the Procuring Entity may opt to avail of legal remedies available in applicable laws, rules and regulations to make it sure that the project is accomplished on time without unjustifiable delay.

Section 5 **Capacity and Authorization**

Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation between the parties.

Section 6 **Term of Contract**

Any party may terminate this Contract based on the grounds provided and after compliance of Republic Act 12009 and its Implementing Rules and Regulations.

Section 7
Venue of Actions

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.

22 DEC 2025 **IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of **at Morong, Rizal**, Philippines.

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



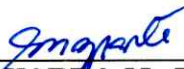
ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

BSKP CONSTRUCTION

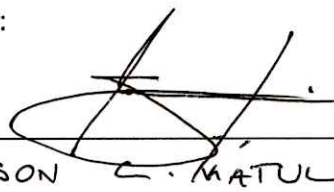


MR. NELSON R. PINTO
Proprietor

SIGNED IN THE PRESENCE OF:



EDUARDA M. ZAPANTA
Chief Education Supervisor, ESSD
DepEd Region IV-A CALABARZON



GERSON C. MATULIN

REPUBLIC OF THE PHILIPPINES)
_____ Morong, Rizal) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Morong, Rizal, this 22 DEC 2025 personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Nelson R. Pinto</u>	<u>TIN ID NO. 257-641-734-000</u>	_____

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. 274;
Page No. SS;
Book No. XXII;
Series of 2025.

