



Republic of the Philippines
Department of Education
Region I

SCHOOLS DIVISION OFFICE OF ALAMINOS CITY

CONTRACT AGREEMENT
No. INFRA-CY2021-04-01

KNOW ALL MEN BY THIS PRESENTS:

This CONTRACT is made and executed this **28th day of April, 2021** at Alaminos City, Pangasinan by and between:

DepEd, CITY DIVISION OF ALAMINOS, PANGASINAN, a government agency with office address at San Jose Drive, Poblacion, Alaminos City, Pangasinan, represented herein by its Schools Division Superintendent, **Dr. Lorna G. Bugayong, CESO V** hereinafter referred to as the "**DepEd**";

-and-

MANIMELDS CONSTRUCTION AND IRON WORKS, an entity organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address located at Salasa, Bugallon, Pangasinan, represented herein by its Manager/Owner, **Manuel T. Coquia**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, DepEd City Division of Alaminos, invited bids and in need of contractors for **Electrification of Un-Energized Schools and Modernization of Electrical Systems of On-Grid Schools, at Alaminos Central School, Alaminos City, Pangasinan;**

WHEREAS, DepEd City Division of Alaminos received two (2) bids for the said project in which the bid of **Manimelds Construction and Iron Works** was opened, read, evaluated and with the lowest calculated bid;

WHEREAS, that after evaluation, DepEd City Division of Alaminos post-qualified and declared the winning CONTRACTOR as the bidder with lowest calculated responsive bid in the amount of **Two Million Three Hundred Sixty-Nine Thousand Eight Hundred Forty Pesos and 85/100 (P 2,369,840.85)**, hereinafter referred to as **Contract Price**;

NOW, THEREFORE, for and in consideration of the above premises, DepEd City Division of Alaminos and the Contractor shall agree on the following:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form and be read and construed as part of this Agreement, to wit:
 - a. General and Special Conditions of the Contract;
 - b. Drawings/Plans/POW's
 - c. Specifications
 - d. Invitation to Apply for Eligibility and to Bid;
 - e. Instruction to Bidders;
 - f. Bid Data Sheet;
 - g. Addenda and/or Supplemental/Bid Bulletins, if any;
 - h. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted;
 - i. Eligibility requirements, 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.
3. Contract duration or completion period shall commence on the date of receipt of the Notice to Proceed by the Contractor. The contract completion period shall be **90 days** from date of receipt of the Notice to Proceed by the Contractor;
4. In consideration of the foregoing Contract Price, the CONTRACTOR agrees to execute and complete such works and to remedy defects therein in conformity with the provisions of this Contract in all respects;

5. The Contract Price shall be paid to the CONTRACTOR through the Government disbursement procedures subject to the payment, retention money and warranty provisions in the General Conditions of the Contract and other relevant provisions of RA 9184 and its IRR;
6. DepEd City Division of Alaminos shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price and/or from any payments or money due or which may become due to the CONTRACTOR under this Contract, and/or from retention money or other securities posted by the CONTRACTOR, whichever is the most convenient to DepEd City Division of Alaminos, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the maximum is reached, DepEd City Division of Alaminos shall rescind the Contract, without prejudice to other courses of action and remedies open to it;
7. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Minimum Amount in Percentage (%) of Total Contract Price
a) Cash or letter of Credit issued by Universal Commercial Bank; provided however, that the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued, by a foreign bank	Five Percent (5%)
b) Bank guarantee confirmed by Universal or Commercial Bank	Ten Percent (10%)
c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

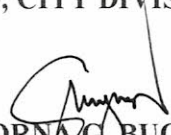
8. The CONTRACTOR shall maintain efficient and effective discipline over any and all employees it may utilize in performing its obligations under this Contract. The DepEd City Division of Alaminos, however, shall have the right to report to the CONTRACTOR and protest any untoward act, negligence, misconduct, malfeasance or nonfeasance of the workers;
9. DepEd City Division of Alaminos shall in no manner be answerable or accountable for any incident or injury which may occur to any worker or personnel of the CONTRACTOR during the time and consequence upon the performance of the work and services under this Agreement, nor for any injury, loss or damage arising from fault, negligence or carelessness of the CONTRACTOR or anyone of its workers to any person or persons or to his or their property;
10. No modification or amendment shall be made to this Contract except in writing and signed by both parties;
11. If any provision of this Contract is held to be valid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired;
12. The CONTRACTOR may not assign or subcontract this Contract or any portion of the works specified;

IN WITNESS WHEREOF, the parties, through their respective representatives, hereunto set their hand, this 18th of April, 2021 at Alaminos City, Pangasinan, Philippines.

SIGNED, SEALED AND DELIVERED BY:

DepED, CITY DIVISION OF ALAMINOS

By:



DR. LORNA G. BUGAYONG, CESO V
 Schools Division Superintendent
 Head of Procuring Entity


ROSARIO O. CABRERA
 (Procuring Entity Witness)

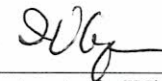

FREDDIE B. PERALTA
 (Procuring Entity Witness)

MANIMELDS CONSTRUCTION & IRON WORKS


By:


MANUEL T. COQUIA
 Manager/Owner
 Contractor

WITNESSES:


 (Contractor's Witness)

AS TO AVAILABILITY OF FUNDS:


JERRY B. CABATIC
 Administrative Assistant III
 OIC, Office of the Accountant III

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of Pangasinan) s.s.
Alaminos City, Pangasinan)

BEFORE ME, a Notary Public; for and in Alaminos City, Pangasinan, Philippines, personally appeared the following:

NAME	GOVERNMENT ISSUED I.D. NO.	DATE ISSUED	PLACE OF ISSUE
DR. LORNA G. BUGAYONG, CESO V Schools Division Superintendent	0053682	04/21/1997	Pangasinan
MANUEL T. COQUIA Manager/Owner	01406759	Jan 12, 2021	Dagupan 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.

This instrument pertains to the Contract for the for **Electrification of Un-Energized Schools and Modernization of Electrical Systems of On-Grid Schools**, at **Alaminos Central School, Alaminos City, Pangasinan** consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgement is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL this 31 MAY 2021 day of _____ 2020 at _____

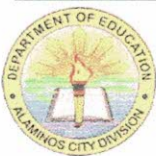
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DOC. No. 199
PAGE No. 40
BOOK No. 12
SERIES OF 20 21

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ATTY. CIRILO B. RADO
NOTARY PUBLIC
UNTIL DEC. 31, 2021
PTR No. 0688695
ALAMINOS CITY, PANG.
IBP LIFETIME No. 08511
ROLL No. 32993
MCLE No. VI-0007158

With hundred reasons to serve!



Address: San Jose Drive, Poblacion, Alaminos City, Pangasinan
Telephone Number: (075) 205 - 0644
Website: depedalaminoscity.com
Email Address: alaminos.city@deped.gov.ph

