



Republic of the Philippines
Department of Education
 REGION X – NORTHERN MINDANAO
SCHOOLS DIVISION OF OZAMIZ CITY

CONTRACT

**CONSTRUCTION OF TWO (2) UNITS TEMPORARY LEARNING SPACE
 IN MINTALAR ELEMENTARY SCHOOL**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF EDUCATION DIVISION OF OZAMIZ CITY**, a government agency created by virtue of Republic Act 9155 with office address at IBJT Compound, Barangay Carangan, Ozamiz City, Philippines, duly represented by **NIMFA R. LAGO**, Assistant Schools Division Superintendent, OIC-Office of the Schools Division Superintendent, hereinafter referred to as the **ENTITY**;

-and-

3R'S BUILDERS AND RESOURCES, a sole proprietorship, duly organized, registered and existing under and by virtue of the Philippine Laws, with principal address at Libertad Bajo, Sinacaban, Misamis Occidental, Philippines, Philippines, represented by its Proprietor/Manager, **RODRIGO V. ORTIZ, JR.** herein referred to as the **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the Revised Implementing Rules and Regulations, hereinafter called the IRR, is promulgated pursuant to Section 75 of Republic Act No. (R.A.) 9184 otherwise known as the Government Procurement Reform Act, for the purpose of prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines (GOP);

WHEREAS, the provisions of the IRR are in line with the commitment of the GOP to promote good governance and its effort to adhere to the principle of transparency, accountability, efficiency and economy in its procurement process. It is the policy of the GOP that procurement of infrastructure projects, goods and consulting services shall be competitive and transparent, and therefore shall go through public bidding, except as provided in the IRR;

RODRIGO V. ORTIZ, JR.
 3R'S BUILDERS AND RESOURCES

Contractor
 Manager/Proprietor/Authorized Representative

NIMFA R. LAGO, PhD, CESO VI

Assistant School Division Superintendent
 OIC, Office of the Schools Division Superintendent
 Head of the Procuring Entity



Address: IBJT Compound, Carangan, Ozamiz City
 Telephone No: (088) 545-09-88
 Telefax: (088) 545-09-90
 Email Address: ozamiz.city@deped.gov.ph





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WHEREAS, the **CONTRACTOR** was considered as the Lowest, Calculated and Responsive Bidder and has furnished Performance Security for the Construction of *Two (2) Units Temporary Learning Space in Mintalar Elementary School, Sangay Diot, Ozamiz City*, herein referred to as the **PROJECT**;

WHEREAS, this Agreement is vital in order to establish and deliver efficient and reliable services to the personnel and clients of DepEd Division of Ozamiz City, Mintalar Elementary School, in particular, to comply with its mandate provided by law;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein agreed upon, the **ENTITY** and the **CONTRACTOR**, by these presents, have entered, as they hereby enter, into a **CONTRACT** whereby the **CONTRACTOR** shall render services to the **ENTITY**, under the following terms and conditions:

1. **THE ENTITY** shall execute and complete the **PROJECT**, as are defined as follows:

Scope of Works:

- Earthworks
- Concreting Works (3000 psi)
- Rebar Works
- Fabricated Materials and Hardware
- Roofing Works
- Ceiling and Carpentry Works
- Painting Works
- Tile Works for Toilet

*** *Nothing Follows* ***

2. The said **PROJECT** shall be completed within *Forty-Five (45) Calendar Days* from receipt of Notice to Proceed (NTP). In case of delay, the **CONTRACTOR** shall be liable for liquidated damages in the amount at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay.

RODRIGO V. ORTIZ, JR.
 3R'S BUILDERS AND RESOURCES

Contractor
 Manager/Proprietor/Authorized Representative

NIMFA R. LAGO, PhD, CESO VI
 Assistant School Division Superintendent
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3. The total consideration of this Contract is **Six Hundred Forty-Six Thousand One Hundred Forty-One Pesos and 81/100 only (Php 646,141.81)** which shall be paid by the **ENTITY** after the completion of the **PROJECT**.
4. In consideration of the payments to be made by the **ENTITY** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** also covenants to remedy any defects therein in conformity with the provisions of this Contract in all respects.
5. In case the **CONTRACTOR** fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the **ENTITY** shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the **ENTITY** in **CONTRACTOR**'s favor shall be offset to recover the costs.
6. The warranty against Structural Defects/Failures, except that occasioned on force majeure, shall be reckoned from the date of issuance of the Certificate of Final Acceptance by the **ENTITY**: Five (5) years.
7. The **ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the **PROJECT** and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract in all respects.
8. Contract termination shall be initiated in case it is determined prima facie by the **ENTITY** that the **CONTRACTOR** has engaged, before, or during the implementation of the Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to instances mentioned in Section 65, 68 and 70 of the 2016 revised IRR, without prejudice to imposable criminal, civil and administrative penalties stated therein.
9. This Contract shall include all such items, although not specifically mentioned above, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its governing IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.



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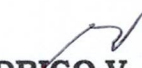


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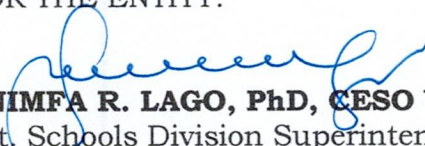
10. Any dispute, controversy or claim arising out or relating to this Agreement, or the breach, termination or invalidation thereof shall be settled by arbitration in accordance with the CIAC Arbitration Rules in force at the time of the commencement of the arbitration.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 23 JAN 2025 day of _____, 20____ at Ozamiz City, Philippines.

FOR THE CONTRACTOR:


RODRIGO V. ORTIZ, JR.
 Proprietor/Manager
 3R's Builders and Resources

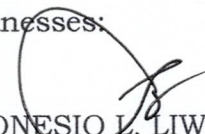
FOR THE ENTITY:


NIMFA R. LAGO, PhD, CESO VI
 Asst. Schools Division Superintendent
 OIC-Office of the Schools Division
 Superintendent
 DepEd, Division of Ozamiz City

Funds Available:


MARICEL D. AVILA, CPA
 Accountant III

Witnesses:


DIONESIO L. LIWAGON, JR., CESE
 OIC-ASDS/BAC Chairman


ATTY. CHARYLJOY C. NAVAREZ
 Division Attorney



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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for City of Ozamiz, this 23 JAN 2025 day of _____, 20____ personally appeared:

1. NIMFA R. LAGO ID No. PRC - 0240020
2. RODRIGO V. ORTIZ, JR. ID No. _____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a **CONTRACT** consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
 Until _____

Doc. No. 120
 Page No. 24
 Book No. 11
 Series of 2025

ATTY. REY BINAG, NMT
 Notary Public
 City Hall Drive, Bernad Subdivision, Aguada, Ozamiz City
 PTR No. 5595558; 01/02/2025; Ozamiz City
 IBP O.R. No. 495432; 01/02/2025; Misamis Occidental
 Attorney's Roll No. 70648
 MCLE Compliance No. VIII-0014127; Valid until April 14, 2028



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PANDONG
 #PadayonAsensoOzamiz
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