



PROJECT: Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Lot 1: Rizal & Alonzo Buildings; Lot 2: Bonifacio Building)
CONTRACT NO.: 2024c-AdmS1(003)-BI-CB017-C166

CONTRACT

09 SEP 2024

THIS CONTRACT is made and entered into this _____ day of _____ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary, **ATTY. PETER IRVING C. CORVERA**, as per Office Order OO-OSEC-2024-188, dated 9 August 2024 (hereinafter referred to as "**DEPED**"); and **WELL-BUILT SPECIALTY CONTRACTORS, INC.**, represented herein by its Senior Engineer, **MOSES REY C. TUNAC**, with office address at #31 L15 Blk 7 St. Thomas Street Marvi Hills Subd. Gulod Malaya San Mateo Rizal (hereinafter referred to as "**WELL-BUILT**"), as per Omnibus Sworn Statement dated 20 March 2024 (hereto attached as Annex "A").

DEPED and **WELL-BUILT** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Repair, Rehabilitation and Retrofitting of Various DepEd Central Office Buildings (Lot 1: Rizal & Alonzo Buildings; Lot 2: Bonifacio Building) (hereinafter called "**the Work**") consisting of 2 lots, and received bids from the prospective bidders for **Lot No. 2; DEPED** opened, read, and evaluated the bids of the bidders and declared **WELL-BUILT** as having the Lowest Calculated Bid for Lot No. 2; after evaluation, **DEPED** post-qualified and declared the bid of **WELL-BUILT** as the Lowest Calculated Responsive Bid for Lot No. 2 in the sum of **PHILIPPINE PESOS SEVENTY-EIGHT MILLION, ONE HUNDRED NINETEEN THOUSAND, NINE HUNDRED SEVENTY-FIVE and 82/100 (PhP78,119,975.82) ONLY**, (hereinafter called the "Contract Price"), detailed as follows:

Lot No.	Item Description	Unit	Quantity	Amount (PhP)
2	Bonifacio Building	Lot	1	78,119,975.82

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

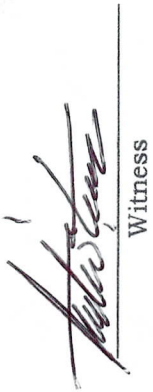
1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. 2024c-AdmS1(003)-BI-CB-017 dated April 23, 2024;
 - b. Philippine Bidding Documents;

Witness
 [Signature]

MOSES REY C. TUNAC
 WELL-BUILT

DEPED's Witness
 [Signature]

ATTY. PETER IRVING C. CORVERA
 DEPED


Witness


MOSES REY C. TUNAC
WELL-BUILT

- i. General and Special Conditions of the Contract;
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Bill of Quantities; and
 - v. Bid Bulletin No. 1 dated March 14, 2024.
- c. **WELL-BUILT's** bid, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **WELL-BUILT's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **WELL-BUILT** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

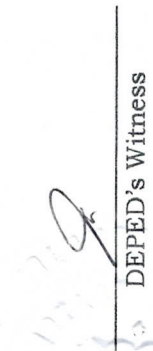
3. **WELL-BUILT** shall post a Performance Security within 10 calendar days from receipt of the NOA in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **WELL-BUILT** is in default of any of its obligations under this Contract. **WELL-BUILT** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract and until a Certificate of Final Acceptance is duly issued.

4. **WELL-BUILT** shall perform the Works contemplated in this Contract within **THREE HUNDRED SIXTY (360) CALENDAR DAYS** to commence upon receipt of the Notice to Proceed (NTP). The Works shall cover all activities in accordance with the contract and with the skill and care expected of a competent provider of the services required and all other items necessary to properly complete the work as indicated in the Program of Works and Bill of Quantities.

Violation of this provision, based on documents and reports submitted and validated by the **DEPED** authorized receiving personnel may be a cause for the termination of the Contract and shall be subject to liquidated damages pursuant to Item 12 of this Contract.

5. The Works shall be completed at **Bonifacio Building, DepEd Complex, Meralco Avenue, Pasig City**.

6. The Works, including all materials and equipment used, under this Contract should conform to and comply with the standards mentioned in the Specifications, Designs/Plans, and Bill of Quantities of the Bidding Documents, which are hereto attached as Annex "B" and made an integral part hereof.


DEPED's Witness


ATTY. PETER IRVING C. CORVERA
DEPED


Witness



MOSES REY C. TUNAC
WELL-BUILT

7. In case **WELL-BUILT** encounters condition(s) delaying completion of Works, **WELL-BUILT** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/ or contract period extension by **WELL-BUILT** shall be promptly done in writing as soon as circumstances for such request have become apparent. **WELL-BUILT** must provide sufficient proof to support any request for work suspension and/or contract period extension.
8. The Contract Price shall be paid to **WELL-BUILT** upon submission of the documents specified in SCC Clause 13 and 14, and other documents as may be prescribed by **DEPED** in accordance with the following disbursement procedures:
- a. Advance payment not exceeding fifteen percent (15%) of the contract price, to be made in lump sum or, at the most, two (2) installments, shall be paid upon written request, and only upon the submission to and acceptance by **DEPED** of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by **DEPED**;
 - b. For the progress payments, 17% of the Contract price shall be paid to **WELL-BUILT** for every work accomplishment of the contract milestones representing 1/5 of the project completion/physical accomplishments as stated below. A 10% retention money shall be deducted for every progress payment. **WELL-BUILT** shall submit a request for payment together with a statement of work accomplished in the following manner:


DEPED's Witness


ATTY. PETER IRVING C. CORVERA
DEPED

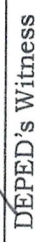
Advance Payment		15% of the Contract Price	
Progress Billings		85% of the Contract Price	
Milestone	Work Accomplished as certified by the end-users & TWGs	Percentage of the Contract Price	Documentary Requirements
1	Upon 20% of project completion/physical accomplishment	17% of the Contract Price	a. Billing Statement b. Progress/Accomplishment Report c. Statement of Work Accomplished (SOWA), d. Progress Photos, and e. Narrative Report
2	Upon 40% of project completion/physical accomplishment	17% of the Contract Price	a. Billing Statement b. Progress/Accomplishment Report c. Statement of Work Accomplished (SOWA), d. Progress Photos, and e. Narrative Report
3	Upon 60% of project completion/physical accomplishment	17% of the Contract Price	a. Billing Statement b. Progress/Accomplishment Report c. Statement of Work Accomplished (SOWA), d. Progress Photos, and e. Narrative Report
4	Upon 80% of project completion/physical accomplishment	17% of the Contract Price	a. Billing Statement b. Progress/Accomplishment Report c. Statement of Work Accomplished (SOWA), d. Progress Photos, and e. Narrative Report


Witness


MOSES REY C. TUNAC
WELL-BUILT

5	Upon 100% of project completion/physical accomplishment	17% of the Contract Price	<p>Must be Hundred Percent (100%) physical completed upon with submission of:</p> <ul style="list-style-type: none"> a. Billing Statement b. Contractor's Accomplishment Reports c. Statement of Work Accomplished d. Progress Photos e. Narrative report f. Contractor's certificate of completion g. Commissioning and functional Test Result of the system h. Contractors request acceptance and turnover certificate. i. Complete set of As-built Plan with signed and Sealed by the complete engineering j. Submission of Final Report (including signed & approved by the Director of Administrative Service or any duly authorized representative. k. Certificate of Acceptance issued by the Director of Administrative Service or any duly authorized representative.
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The aforementioned statement of work accomplished shall be certified by the assigned authorized representative of **DEPED**.


DEPED's Witness

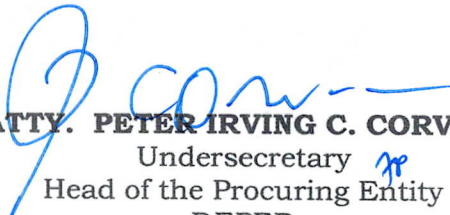

ATTY. PETER IRVING C. CORVERA
DEPED


9. In case **WELL-BUILT** fails to undertake the Works required under Section 62.2.2 of the Revised IRR of RA No. 9184, **DEPED** shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding.
10. Warranty against Structural Defects and Failures, except those occasioned by force majeure, shall cover a period of **five (5) years** and shall be reckoned from the date of completion of Work.
11. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations and applicable National Privacy Commission issuances. Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.
12. **WELL-BUILT** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **WELL-BUILT**, or collect from any of the securities or warranties posted by **WELL-BUILT**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
13. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute be not resolved amicably, it shall be submitted before the Construction Industry Arbitration Commission pursuant to CIAC Revised Rules of Procedure Governing Construction Arbitration, as amended by

CIAC Resolution Nos. 15-2006, 16-2006, 18-2006, 19-2006, 02-2007, 07-2007, 13-2007, 02-2008, 11-2008, 01-2010, 04-2010, 07-2010, 08-2014, 07-2016, 06-2017, 01-2019, 05-2019, and 07-2022.


IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



ATTY. PETER IRVING C. CORVERA
Undersecretary *PC*
Head of the Procuring Entity
DEPED


MOSES REY C. TUNAC
Senior Engineer
WELL-BUILT SPECIALTY
CONTRACTORS, INC.

SIGNED IN THE PRESENCE OF:



DEPED's Witness



WELL-BUILT SPECIALTY
CONTRACTORS, INC.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱78,119,975.82
ONLY

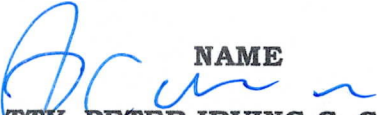

MA. RHUNNAL L. CATALAN
Chief Accountant

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this 09 day of SEP 2024 personally appeared:


NAME
ATTY. PETER IRVING C. CORVERA
Undersecretary
Head of the Procuring Entity
DEPED

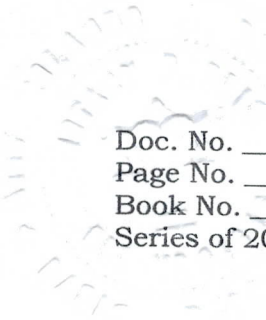
GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
DL # F03-89-052203


Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC


Doc. No. 411
Page No. 84
Book No. 14
Series of 2024.


ATTY. ROLANDO A. BERNALES
Notary Public for Pasig & Pateros, **MM**
Appointment No. 12 (2024-2025)
PTR No. 0173418 January 02, 2024 606-B Shaw Blvd., Kapitolyo, Pasig City
IBP LM No. 013853, Roll No. 64645
MCLE VII-00203360

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY, Philippines,
this ____ day of 09 SEP 2024 2024 personally appeared:

MOSES TUNAC NAME
MOSES REY C. TUNAC
WELL-BUILT SPECIALTY
CONTRACTORS, INC.
Senior Engineer

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
PRE ID 0131137
REG DATE: 12/5/2013
VALID UNTIL: 12/7/2026

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (including this page), on which this acknowledgment is written and signed by the party hereto.

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

NOTARY PUBLIC

Doc. No. 420
Page No. 85
Book No. 54
Series of 2024.

ROLANDO A. BERNALES
ATTY. ROLANDO A. BERNALES
Notary Public for Pasig & Pateros, MM
Appointment No. 12 (2024-2025)
PTR No. 0173418 January 02, 2024 686-D Shaw Blvd., Kapitolyo, Pasig City
IBP LM No. 013853, Roll No. 64646
MCLE VII-00203360