

## Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS REGIONAL OFFICE II

Dalan na Pavvurulun, RGC, Tuguegarao City, Cagayan





# For (25CSB002)

CONSULTING SERVICES FOR THE GEOTECHNICAL INVESTIGATION FOR THE PROPOSED NATIONAL BUILDING PROGRAM-BUILDINGS AND OTHER STRUCTURES-MULTI-PURPOSE/FACILITIES-CONSTRUCTION OF EVACUATION CENTER-REGION II AT BRGY.
POBLACION, ENRILE, CAGAYAN

#### **KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT** made and entered this \_\_\_\_\_\_ i the City of Tuguegarao by and between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS – Regional Office No. 02 represented by **MATHIAS L. MALENAB**, Regional Director, duly authorized for this purpose, with office address at DPWH – Carig Sur, Tuguegarao City, hereinafter referred to as the FIRST PARTY;

and -

**ROWENA S. SANTOS,** Sole Proprietor, doing business under **TERMS CONCRETE TESTING**, with office address at #19 L. Intalan St. Terms Bldg. Brgy. Bagong Ilog, Pasig City, hereinafter referred to as SECOND PARTY;

#### WITNESSETH:

**WHEREAS**, the SECOND PARTY was awarded by the FIRST PARTY the contract for the above-mentioned project for having submitted the single rated responsive bid in a competitive bidding conducted by the FIRST PARTY on May 14, 2025;

WHEREAS, the SECOND PARTY accepted the award of contract by the FIRST PARTY in the amount of TWO HUNDRED THOUSAND PESOS AND 00/100 (₱200,000.00);

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree as follows:

The SECOND PARTY shall implement the project Consulting Services for the Geotechnical Investigation for the Proposed National Building Program-Buildings and Other Structures-Multi-Purpose/Facilities-Construction of Evacuation Center – Region II at Brgy. Poblacion, Enrile, Cagayan, fully and faithfully in accordance with the approved Terms of Reference using its equipment, manpower and financial resources within Eighteen (18) calendar days following the approved construction schedule reckoned seven (7) days from the date of issuance of the Notice to Proceed by the FIRST PARTY.

WITNESSESS:

KECIL M. SANTOS

Ff. Planning & Design Divisior

ROWENA S. SANTOS Sole Proprietor (Second Party)

By:

Republic of the Philippines
Department of Public Works and Highways:
By:

MATHIAS L. MALENAB
Regional Director
(First Party)

TERMS CONCRETE TESTING:

Contract ID No. Contract Name 25CSB002

Consulting Services for the Geotechnical Investigation for the Proposed National Building Program — Buildings and Other Structures-Multi-Purpose/facilities-Construction of Evacuation Center-Region II at Brgy. Poblacion, Enrile, Cagayan

Contract Location

Enrile, Cagayan



- 2. In consideration of the works accomplished or performed by the SECOND PARTY and accepted by the FIRST PARTY, the FIRST PARTY shall pay the SECOND PARTY for the items of works accomplished in accordance with the rates and/or unit cost submitted by the SECOND PARTY in the Bill of Quantities or Detailed Cost Analysis, whichever is applicable. To guarantee full and faithful existing laws, the SECOND PARTY shall post in favor of the FIRST PARTY a performance security in the form and amount prescribed in the Revised Implementing Rules and Regulations of Republic Act 9184.
- 3. The following documents shall be deemed as forming part of the Contract, to wit:
  - Bid documents consisting of Invitation to Bid, Instruction to Bidders, Bid Data Sheet, General and Special Conditions of Contract, Specifications, Drawings, Bid Form, Bill of Quantities, Cash Flow and Payment Schedules;
  - b. Resolution of the Bids and Awards Committee;
  - c. Notice of Award;
  - d. Equipment Utilization Schedule;
  - e. Manpower Utilization Schedule;
  - Performance Security;
  - g. Project Organizational Chart;
  - h. Construction Safety and Health Standards;
  - Tax Clearance;
  - j. Latest Income and Business Tax Returns;
  - k. PhilGEPS Registration Certificate;
- 4. In consideration of the works accomplished by the SECOND PARTY and accepted by the FIRST PARTY, the FIRST PARTY shall pay the SECOND PARTY for said works in the amount prescribed by the SECOND PARTY in the Bill of Quantities or Detailed Cost Estimates whichever is applicable.
- The CONTRACTOR hereby affirms and commits the payment of taxes in full and on time and that failure to do so will entitle the government to suspend payment for any consulting services delivered by the Contractor.





Republic of the Philippines
Department of Public Works and Highways:
By:

MATHIAS L. MALENAB

(First Party)

Contract ID No. Contract Name

25CSB002

Consulting Services for the Geotechnical Investigation for the Proposed National Building Program - Buildings and Other Structures-Multi-Purpose/facilities-

Construction of Evacuation Center-Region II at Brgy. Poblacion, Enrile, Cagayan

Contract Location Enrile, Cagayan

> Likewise, the CONTRACTOR shall regularly present, within the duration of the contract a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of labor and other labor laws including but not limited to provisions of EO 398.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first before written.

For and in behalf of the Department of Public Works and Highways

MATHIAS L. MALENAB Regional Director

Witnessed by:

As to availability of funds:

Chief, Planning & Design Division

Chief, Finance Division

**TERMS CONCRETE TESTING:** 

Sole Proprietor

Contract ID No. Contract Name

25CSB002

Consulting Services for the Geotechnical Investigation for the Proposed National Building Program - Buildings and Other Structures-Multi-Purpose/facilities-

Construction of Evacuation Center-Region II at Brgy. Poblacion, Enrile, Cagayan

Contract Location

Enrile, Cagayan



#### ACKNOWLEDGEMENT

### REPUBLIC OF THE PHILPPINES)

) S.S

**BEFORE ME**, as the Notary Public for and within the City of Tuguegarao, personally appeared MATHIAS L. MALENAB, Regional Director, representing the Republic of the Philippines (Department of Public Works and Highways - Regional Office II), with Employee ID No. 86D0006 and ROWENA S. SANTOS, Sole Proprietor, doing business under TERMS CONCRETE TESTING with Passport ID No. P0537723B valid until February 3, 2029, known to me to be the same persons who executed the foregoing CONTRACT and they acknowledge to me that this is their true act and deed for and in behalf of the parties they represent.

This **CONTRACT** consists of four (4) pages including Notarial Acknowledgment by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this JUN 1 9 2025

UNTIL DECE SMMISSION NOTARY-PUBLICE-36 ROLL OF ATTORNEYS No. 74369 IBP OR No. 486867/12-23-24

> PTR No. TUG 3529818/01-09-2025 NOLE COMP. No. VIII-0009075

**MITNESSESS:** 

TERMS CONCRETE TESTING:

By:

Second Party

Department of Public Works and Highways.
By: MATHIAS L. MALENAB Regional Director (First Party) Republic of the Philippines

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