



Republic of the Philippines
Department of Education
 REGION III
 SCHOOLS DIVISION OF BULACAN

CONTRACT AGREEMENT

Project : CY 2021 BEFF Repair and Rehabilitation of Classrooms at Pasong Inchik ES
 Contract No : PB-21-038

This CONTRACT, made and entered into this 6th day of September, 2021 by and between the Department of Education, Division of Bulacan, located at DepEd-Schools Division of Bulacan, Schools Division Office, City of Malolos, represented by its Schools Division Superintendent, **ZENIA G. MOSTOLES, EdD, CESO V**, hereinafter referred to as the "OWNER" the one part and **CARMELITA N. ROQUE** represented herein by its Owner/General Manager, with Office address at 004 Parian, Mexico, Pampanga, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, the Owner invited bids for the CY 2021 BEFF Repair and Rehabilitation of Classrooms at **Pasong Inchik ES** and received bids from seven (7) bidders; the Owner opened, read and evaluated the bids of all bidders; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the lowest calculated responsive bid for said project;

WHEREAS, the Owner passed and approved a resolution to award in favor of, in the sum of **TWO MILLION NINE HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED THIRTEEN AND 70/100 (Php 2,944,713.70)** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Repair and Rehabilitation of Classrooms	Pasong Inchik ES	Php 2,944,713.70

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract;
- The following documents shall be part of this Contract:
 - Owner's Notice of Award and the Contractors' "conforme" thereto
 - Performance Security
 - Bid Form, Program of Works, and Bill of Quantities with bid prices of the Contractor
 - Construction Schedule and S-curve
 - General and Special Conditions of the Contract
 - Specifications and Plans/Drawings
 - Invitation to Bid, Instructions to Bidders, Bid Data Sheet, Bid Bulletin(s)
 - Eligibility documents of the Contractor
 - Credit Line issued by a commercial or universal bank, if any
- Contract duration or completion period shall commence not later than seven (7) calendar days from the date of receipt of the Notice to Proceed by the Contractor. The contract completion period shall calendar days from the date of receipt of the Notice to Proceed;
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, with the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

ZENIA G. MOSTOLES, EdD, CESO V

CARMELITA N. ROQUE

AGNES M. SEIFNEZHAD

CONTRACTOR'S WITNESS


5. The Owner hereby covenants to pay the Contractor in consideration and completion of such works and the remedying of all defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract;
6. The Contract Price shall be paid to the Contractor the Government disbursement procedures subject to the payment , retention money, and warranty provisions in the General Condition of the Contract, the Special Conditions of Contract and the IRR of RA 8194;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount or liquidated damages reaches ten percent (10%) of the amount of the Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

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

SIGNED, SEALED AND DELIVERED BY:



ZENIA G. MOSTOLES, EdD, CESO V
 Schools Division Superintendent
 DepEd-SDO Bulacan


OWNER


CARMELITA N. ROQUE
 Owner/General Manager
 R.G. ROQUE CONSTRUCTION AND TRADING
 004 Parian, Mexico, Pampanga

CONTRACTOR

SIGNED IN THE PRESENCE OF:


AGNES M. SEIFNEZHAD
 Accountant III
 Owner's witness


 CONTRACTOR'S WITNESS

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in City of San Fernando, Pampanga, Philippines, this SEP 09 2021 day of _____, 2021, personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilHealth IDs)		
	NUMBER	ISSUED ON	ISSUED AT

ZENIA G. MOSTOLES, EdD, CESO V
Schools Division Superintendent
DepEd –SDO Bulacan
OWNER

PhilHealth No. 190005672817 Malolos, Bulacan

CARMELITA N. ROQUE
OWNER/GENERAL MANAGER
R.G. ROQUE CONSTRUCTION AND TRADING
004 PARIAN, MEXICO, PAMPANGA

CONTRACTOR


TIN 144-634-434-000 Parian Mexico

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

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgement is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

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

Doc. No. 474
Page No. 88
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Series of 2021


DENEESSE LOU T. CORTEZ
Notary Public
Until December 31, 2022
Notarial Commission No. 47-21
IBP No. 154342 / 01/21/2021 Pasig City
PTR No. PAM-0415181 / 1/4/2021 CSFP
Roll of Attorney's No. 59452
MCLE Compliance No. VI-0011592
Issued on 4/15/2019-2022/Pasig City