



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 Tiaong ES
Contract No : PB-21-030

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 **JOHN FERDINAND Y. MACALINO** represented herein by its General Manager, with Office address at Blk 1, Roseville Heights, Panipuan, City of San Fernando, Pampanga 2000, 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 **Tiaong ES** and received bids from twelve (12) 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 **FOUR MILLION THREE HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED EIGHTY EIGHT AND 88/100 (Php 4,383,888.88)** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Repair and Rehabilitation of Classrooms	Tiaong ES	Php 4,383,888.88

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Contract;
2. The following documents shall be part of this Contract:
 - (a) Owner's Notice of Award and the Contractors' "conforme" thereto
 - (b) Performance Security
 - (c) Bid Form, Program of Works, and Bill of Quantities with bid prices of the Contractor
 - (d) Construction Schedule and S-curve
 - (e) General and Special Conditions of the Contract
 - (f) Specifications and Plans/Drawings
 - (g) Invitation to Bid, Instructions to Bidders, Bid Data Sheet, Bid Bulletin(s)
 - (h) Eligibility documents of the Contractor
 - (i) Credit Line issued by a commercial or universal bank, if any
3. 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;
4. 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

JOHN FERDINAND Y. MACALINO

MAGNES 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


JOHN FERDINAND Y. MACALINO
General Manager
ALTITUDE ENGINEERING AND
CONSTRUCTION
Blk 1, Roseville Heights, Panipuan, City of San
Fernando, Pampanga 2000

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 MALLOS CITY BULACAN, Philippines, this SEP 06 2021 day of SEP 06 2021, 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

JOHN FERDINAND Y. MACALINO
GENERAL MANAGER
ALTITUDE ENGINEERING AND CONSTRUCTION
BLK 1, ROSEVILLE HEIGHTS, PANIPUAN, CITY OF SAN FERNANDO, PAMPANGA 2000

CONTRACTOR 46734 Nov 27 '18 Malolos

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.

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Book No. 47
Series of 7821

ATTY. BOBBY L. BILLOTE, CPA
COMMISSION NO. PNC NO. 47-M-2019
NOTARY PUBLIC FOR PROVINCE OF BULACAN
UNTIL DECEMBER 31, 2021
PRCC ANNUAL REGISTRATION NO. 2021
PTR NO. 63500270R-04-00 MALOLOS CITY
IBP NO. 14123/01-04-21 IBP MALOLOS
ROLL NO. 52254/MCLE NO. VI-0000382 8-01-16