



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

CONTRACT AGREEMENT

Project : Improvements on Schools Division Office Building
 Contract No : 24-03-008

This CONTRACT made and entered into this 1st day of April 2024 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, **NORMA P. ESTEBAN, EdD, CESO V**, hereinafter referred to as the "OWNER" the one part and **EMICA BUILDERS & SUPPLY** represented herein by its Owner, **MARILOU S. ILISCUPIDEZ** with Office address at 121 Diliman, San Rafael, Bulacan, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, the Owner invited bids for the **Improvements on Schools Division Office Building** and received sealed quotation from one (1) bidder; the Owner opened, read, and evaluated the sealed quotations of the bidder; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the single lowest calculated responsive bid for said project;

WHEREAS, the Owner passed and approved a resolution to award in favor of, in the sum of **THREE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 80/100 (P 334,568.80)** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Improvements on Schools Division Office Building	Schools Division Office, City of Malolos, Bulacan	P 334,568.80

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/Quotation, Program of Works, and Bill of Quantities with bid prices of the Contractor
 - Eligibility documents of the Contractor
- 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 be **45** 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;
- 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;

NORMA P. ESTEBAN, EdD, CESO V


MARILOU S. ILISCUPIDEZ

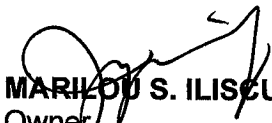
AGNES M. SEIFNEZHAD

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:



NORMA P. ESTEBAN, EdD, CESO V
Schools Division Superintendent
DepEd-SDO Bulacan


MARILOU S. ILISCUPIDEZ
Owner
EMICA BUILDERS & SUPPLY
121 Diliman II San Rafael, Bulacan

OWNER

CONTRACTOR

SIGNED IN THE PRESENCE OF:


AGNES M. SEIFNEZHAD
Accountant III
Owner's witness

CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
CITY OF ~~Malolos City, Bulacan~~ S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Malolos City, Bulacan, Philippines, this ___ day of
APR 05 2024 2024, personally appeared:


NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilHealth IDs)		
	NUMBER	ISSUED ON	ISSUED AT
NORMA P. ESTEBAN, EdD, CESO V Schools Division Superintendent DepEd –SDO Bulacan OWNER	_____	_____	_____
MARILOU ILISCUPIDEZ President EMICA BUILDERS & SUPPLY . 121 DILIMAN II, SAN RAFAEL, BULACAN CONTRACTOR	_____	_____	_____

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is a 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 acknowledgment 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. 436
Page No. 84
Book No. 42
Series of 2024.


ATTY. CHERRY AMOR C. VENZON-ONGSON
Notary Public in Bulacan until Dec. 31, 2026
G/F UBCC Annex Bldg., Capitol Compound
Cantawana, Malolos, City, Bulacan
PTR No. 516-833691-02-24/Malolos City, Bulacan
IBF No. 269759711-17-23/Bul. Chapter
Email: cherry.ongson@yahoo.com/Tel. No. (044)3053114
PNC-126-MB-2023/Roll No. 64357
Doc. L.R. No. VII-008334 valid until April 14, 2024

