



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

CONTRACT AGREEMENT

Project: Construction of Four-Classroom Building with Toilet, Rainwater Collector, School Furniture, Solar PV Energy System, and Water System at Talamsi II Elementary School
Contract No : **PB-24-05-011**

This CONTRACT made and entered into this 3rd day of June 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 121 Diliman II, San Rafael, Bulacan, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, the Owner invited bids for the **Construction of a Four-Classroom Building with a Toilet, Rainwater Collector, School Furniture, Solar PV Energy System, and Water System at Talamsi II Elementary School** and received sealed quotations from three (3) bidders; the Owner opened, read, and evaluated the sealed quotations of the bidders; after the evaluation, the Owner post-qualified and declared the bid of the Contractor as the single lowest calculated responsive bid for the said project;

WHEREAS, the Owner passed and approved a resolution to award in favor of, in the sum of **SEVENTEEN MILLION NINE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED NINETY AND 65/100** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Construction of a Four-Classroom Building with Toilet, Rainwater Collector, School Furniture, Solar PV Energy System, and Water System at Talamsi II Elementary School	Schools Division Office, City of Malolos, Bulacan	₱ 17,959,590.65

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/Quotation, Program of Works, and Bill of Quantities with bid prices of the Contractor
 - (d) Eligibility documents of the Contractor
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 be **180** 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;

NORMA P. ESTEBAN, EdD, CESO V

MARILOU S. ILISCUPIDEZ

AGNES M. SEIFNEZHAD

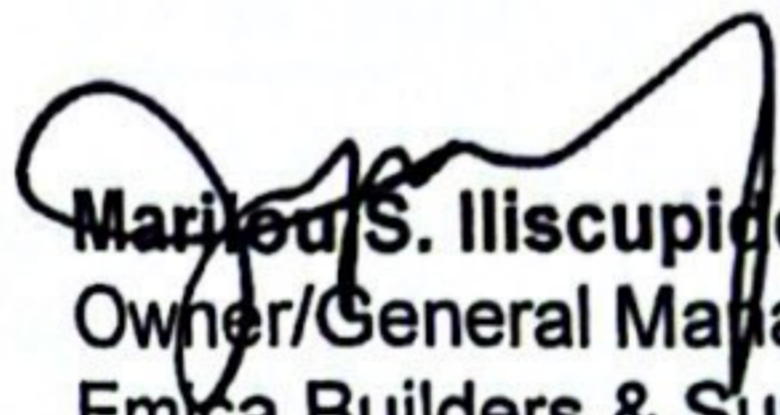
5. The Owner hereby covenants to pay the Contractor in consideration and completion of such works and the remedying of all defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract;
6. The 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:


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

OWNER


Marieta S. Iliscupidez
Owner/General Manager
Emica Builders & Supply
121 Diliman II, San Rafael, Bulacan

CONTRACTOR

SIGNED IN THE PRESENCE OF:


AGNES M. SEIFNEZHAD
Accountant III
Owner's witness


JUAN JOSE CARRILLO
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
CITY OF _____) S.S.
BALIWAG CITY, BULACAN

ACKNOWLEDGEMENT

JUN 03 2024 BEFORE ME, a Notary Public for and in **BALIWAG CITY, BULACAN**, Philippines, this ___ day of _____, 2024, personally appeared:

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

NAME

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

MARILOU S. ILISCUPIDEZ
Owner/General Manager
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. 54
Page No. 13
Book No. W
Series of 2024.

ATTY. ROMAN V. RAYA
Notary Public
Until December 31, 2025
2nd Floor PVR Bldg. DRT Hiway, Tangos,
Baliwag City, Bulacan
Roll No. 51071
IBP No. 390946 01-03-2024
PTR. No. 3137981 01-03-2024
MCLE COMPL. No. VIII - 0003831 09-11-2023
Commission No. PNC-07-MB-2024

