



### Republic of the Philippines

## Department of Education

# Region III SCHOOLS DIVISION OF BULACAN

#### **CONTRACT AGREEMENT**

Project

Repair and Rehabilitation of Five Units of Two-Storey, Four Classroom School Buildings

(10 Classrooms on the Second Floor Only) at Felizardo C. Lipana National High School,

Guiguinto, Bulacan

Contract No

PB-24-10-015

This CONTRACT made and entered into this 7th day of October 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 T. G. OCAMPO CONSTRUCTION AND SURVEYING SERVICES represented herein by its Owner, CORAZON T. OCAMPO with Office address 30 Cattleya St., Pillar Village, San Isidro, City of San Fernando, Pampanga, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, the Owner invited bids for the Repair and Rehabilitation of Five Units of Two-Storey, Four Classroom School Buildings (10 Classrooms on the Second Floor Only) at Felizardo C. Lipana National High School, Guiguinto, Bulacan, and received sealed quotations from eleven (11) 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 **TWO MILLION NINE HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED SEVEN AND 19/100** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Repair and Rehabilitation of Five	Schools Division Office, City of	
Units of Two-Storey, Four Classroom School Buildings (10	Malolos, Bulacan	
Classrooms on the Second Floor		₱ 2,947,807.19
Only) at Felizardo C. Lipana		·
National High School, Guiguinto, Bulacan		

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
- 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;

- 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:

ÆSTEBAN, EdD, CESO V, NORMA PA Schools Division Superintendent

DepEd-SDO Bulacan

T. G. Ocampo Construction and Surveying Services

30 Cattleya St., Pillar Village, San Isidro, City of

San Fernando, Pampanga

**OWNER** 

CONTRACTOR

SIGNED IN THE PRESENCE OF:

EIFNEZHAD

Owner's witness

CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
CITY OF \_\_\_\_\_\_ City of San Perhando, Pampanga

### **ACKNOWLEDGEMENT**

BEFORE ME A Notary Public for 0 CT 1 0 2024, 2024, personally	or and in <u>City of</u> appeared:	San Fernando.	<u>Pampan</u> g <b>a</b> hilippines,	thisday	0
NAME	GOVERNMENT I (Passport, Driver' NUMBER		FICATIONS GSIS, PhilHealth IDs) ISSUED AT		
NORMA P. ESTEBAN, EdD, CESO V Schools Division Superintendent DepEd –SDO Bulacan OWNER			. A MANAGE .	, <u>, ,, ,,</u>	
CORAZON T. OCAMPO Owner T. G. OCAMPO CONSTRUCTION AND SU 30 CATTLEYA ST., PILLAR VILLAGE, SAN CONTRACTOR			O, PAMPANGA		

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. Page No. No. Series of 2024.

ATTY. MICH COL C. YABUT
NOTARY PUBLIC
UNTIL PECEMBER 31, 2024
COMMISSION NO. 35-25
ROLL NO. 57352 / IBP LIFETIME NO 019087
PTR NO. 9516871 / 1-3-2023 / PAMPARILA
MCLE COMP. NO. VI - 0026706