



Republic of the Philippines
Department of Education

Region III
SCHOOLS DIVISION OF BULACAN

CONTRACT AGREEMENT

Project: Repair and Improvement of Schools Division Office Building, Schools Division Office of Bulacan, Guinhawa, City of Malolos, Bulacan
Contract No : **PB-24-11-017**

This CONTRACT made and entered into this 18th day of November 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 **D. B. BARAQUIEL CONSTRUCTION** represented herein by its Owner, **DINO B. BARAQUIEL** with Office address Purok 7, Villa San Isidro, Cabanatuan City, Nueva Ecija, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, the Owner invited bids for the **Repair and Improvement of Schools Division Office Building, Schools Division Office of Bulacan, Guinhawa, City of Malolos, Bulacan** 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 **ONE MILLION TWO HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED SIXTY-SEVEN AND 38/100 (Php 1,228,167.38)** only, herein called the "Contract Price" with the following details:

Description of Works	Location	Contract Amount in Php
Repair and Improvement of Schools Division Office Building, Schools Division Office of Bulacan, Guinhawa, City of Malolos, Bulacan	Schools Division Office, City of Malolos, Bulacan	₱ 1,228,167.38

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 45 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

DINO B. BARAQUIEL

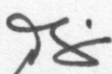
AGNES M. SEIFNEZHAD

Joseph Emmanuel D. Silvan


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:

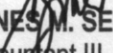

NORMA P. ESTEBAN, EdD, CESO V
Schools Division Superintendent
DepEd-SDO Bulacan

OWNER


DINO B. BARAQUEL
Owner/Project Manager
D. B. Baraquel Construction
Purok 7, Villa San Isidro, Cabanatuan City. Nueva
Ecija

CONTRACTOR

SIGNED IN THE PRESENCE OF:


AGNES M. SEIFNEZHAD
Accountant III
Owner's witness


Joseph Emmanuel B. Sakay,
CONTRACTOR'S WITNESS

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Cabanatuan City, Philippines, this 19th day of November, 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	_____	_____	_____
DINO B. BARAQUIEL Owner/Project Manager D. B. BARAQUIEL CONSTRUCTION PUROK 7, VILLA SAN ISIDRO, CABANATUAN CITY. NUEVA ECIJA CONTRACTOR	<u>P3244641B</u>	<u>17 SEP 2019</u>	<u>DFA ANGELES</u>

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. 2135
Page No. 422
Book No. xxv
Series of 2024.

ATTY. FELICISIMO MALLAFLO
NOTARY PUBLIC
VALID UNTIL DECEMBER 31, 2024
PTR NO. GEN. 17105721/12-22-22
IBP NO. 173603/11-04-2022
NO. 349508 SC EP/12-09-2022
MCLE COMPLIANCE NO. VI 0006551
CABANATUAN CITY, NUEVA ECIJA
NOTARIAL COMM. NO. 38-2022 AF