



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

CONTRACT AGREEMENT

Project : REPAIR AND REHABILITATION OF 5 UNITS OF TWO-STOREY, FOUR CLASSROOM SCHOOL BUILDING-(7.00m x 8.00m) (10 CLASSROOMS ON THE 2ND FLOOR ONLY) - CONTIGUOUS CONTRACT AT F. C. LIPANA NATIONAL HIGH SCHOOL THROUGH SECTION 53.4 NEGOTIATED PROCUREMENT - ADJACENT OR CONTIGUOUS

Contract No : PB-24-11-018

This CONTRACT, made and entered into this 2nd day of December 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 Proprietor, **CORAZON T. OCAMPO** with Office address at 30 Cattleya St., Pillar Village, San Isidro, City of San Fernando, Pampanga, hereinafter referred to as the "CONTRACTOR" of the other part;

WHEREAS, on November 6, 2024, the Division Engineer, this office, conducted a site inspection and observed that additional works were needed to fully repair the classrooms as stated in the Inspection Report No. 1;

WHEREAS, on November 8, 2024, the evaluated scope of the additional works was similar or related to the scope of works of the existing Contract;

WHEREAS, the cost of the additional works exceeded the ten percent (10%) of the original contract for Variation Order - Change Order/Extra Work Order as stated in Annex "E" Contract Implementation Guidelines for the Procurement of Infrastructure Projects of the 2016 Revised IRR of RA 9184;

WHEREAS, Section 53.4 Negotiated Procurement.- Adjacent or Contiguous

*53.4 **Adjacent or Contiguous.** Where the subject contract is adjacent or contiguous to an ongoing Infrastructure Project or Consulting Service where the consultants have unique experience and expertise to deliver the required service: Provided, however, That (a) the original contract is the result of a Competitive Bidding; (b) the subject contract to be negotiated has similar or related scopes of work; (c) it is within the contracting capacity of the contractor/consultant; (d) the contractor/consultant uses the same prices or lower unit prices as in the original contract less mobilization cost; (e) the amount of the contiguous or adjacent work involved does not exceed the amount of the ongoing project; and (f) the contractor/consultant has no negative slippage/delay: Provided, further, That negotiations for the procurement of the contiguous or adjacent work are commenced before the expiry of the original contract.*

WHEREAS, on November 11, 2024, the TWG evaluated the contracting capacity of the contractor considering the legal, technical and financial requirements for eligibility, and found them to be **RESPONSIVE**;

NORMA P. ESTEBAN, EdD, CESO V

CORAZON T. OCAMPO

AGNES M. SIFINEZHAD

WHEREAS, the amount of the additional works does not exceed the original Contract Amount using the same prices or lower unit prices as in the original contract less mobilization cost;

Original Contract Amount	Contiguous Contract Amount
₱2,947,807.19	₱1,452,192.81

WHEREAS, the TWG evaluated the on-going contract subject for adjacent/contiguous contract, and it has no negative slippage/delay;

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 120 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 to 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 *PE*
DepEd-SDO Bulacan

OWNER


CORAZON T. OCAMPO
Proprietor
T.G. OCAMPO CONSTRUCTION AND
SURVEYING SERVICES
30 Cattleya St., Pillar Village, San Isidro, City of
San Fernando, Pampanga

CONTRACTOR

SIGNED IN THE PRESENCE OF:



AGNES M. SEIFNEZHAD
Division Accountant
Owner's witness

CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
CITY OF City of San Fernando, Pampanga

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in City of San Fernando, Pampanga, Philippines, this 06 DEC 2024 day of December, 2024, personally appeared:

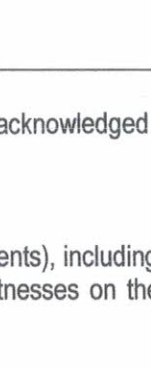
NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilHealth IDs)		
	NUMBER	ISSUED ON	ISSUED AT
NORMA P. ESTEBAN, EdD, CESO V School Division Superintendent DepEd –SDO Bulacan OWNER	_____	_____	_____
 CORAZON T. OCAMPO Proprietor T.G. OCAMPO CONSTRUCTION AND SURVEYING SERVICES 30 Cattleya St., Pillar Village, San Isidro, City of San Fernando, Pampanga 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.

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Page No. 41
Book No. XLV
Series of 7040


ATTY. FRANCO G. DE GUZMAN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR # 4231115 - 02 - 03 - 2024 - PAMP
MCLE - NO. VII - 0024369
IBP - 316807 - 02 2024 - PAMP