

CONTRACT AGREEMENT

(CY 2021 BEFF Repair of Classrooms: Luvimin Elementary School)

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into this **18th day of August, 2021** in Kidapawan City, Province of North Cotabato, by and between:

DEPARTMENT OF EDUCATION - KIDAPAWAN CITY DIVISION, a schools division office under the Department of Education with office address at JP Laurel cor. Quirino Drive, Brgy. Poblacion, Kidapawan City, represented herein by its OIC-Schools Division Superintendent, **DR. NATIVIDAD G. OCON, CESO VI**, hereinafter referred to as "**OWNER**",

-and-

EVERTON GENERAL CONSTRUCTION & DEVELOPMENT CO., with office address at Block 20 Lot 12 Phase 3 Decahomes Subdivision, Tugbok, Davao City, Davao Del Sur represented herein by its Authorized Managing Officer, **ENGR. ELMA E. ABELLA**, hereinafter referred to as "**CONTRACTOR**";

WITNESSETH;

WHEREAS, the Owner is a government instrumentality mandated by law to provide access to quality basic education to all learners and has been authorized by Republic Act 9184 otherwise known as the "**Government Procurement Reform Act**";

WHEREAS, the Owner invited bids for certain works for repair of classrooms from contractors in a public bidding duly conducted by the Bids and Awards Committee (BAC);

WHEREAS, the Contractor submitted his bid with the lowest calculated and responsive bid and was accepted by the owner in the amount of **TWO MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SIXTY-ONE & 80/100 (Php 2,708,361.80)** Philippine Pesos, hereinafter referred to as "**Contract Price**" for execution with 90 calendar days for completion;

NOW THEREFORE, in consideration of the foregoing premises, 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 Conditions of Contract;
2. The following documents shall be deemed to form, be read and construed as part of this Contract:
 - A. Owner's Notification of Award
 - B. Performance Security
 - C. Bid Form, Program of Works and the Bill of Quantities with bid prices of the

- Contractor;
- D. Construction Schedule and S-Curve
- E. General and the Special Conditions of the Contract
- F. Specifications
- G. Approved Resolution to Award

3. Contract duration or completion period shall commence on the date of receipt of the Notice to Proceed (NTP) by the Contractor, or on the date specified in the Notice to Proceed if a date is specified for the purpose;
4. The amount of liquidated damages (LD) deductible to payments, due to Contractor, shall be one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the contract for every day of delay. Owner shall rescind this Contract should the cumulated amount of LD reaches 10%, without prejudice to other courses of action and remedies open to it;
5. The Contractor hereby covenants with the Owner, to execute and complete such project/works and to remedy any defect in conformity in all respect with the provisions of the Contract in consideration of the Contract Price;
6. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the project/works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and manner as prescribed by the Contract;
7. The Contract Price shall be paid to the Contractor through the Government Disbursement Procedure subject to the payment, retention money and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

IN WITNESS WHEREOF, the parties herein affixed their signatures on the date and place above written.

DepEd – Kidapawan City Division

Everton General Construction and Development Co.


DR. NATIVIDAD G. OCON, CESO VI
OIC-Schools Division Superintendent


ENGR. ELMA E. ABELLA
Authorized Managing Officer

Signed in the Presence of:


DR. MEILROSE B. PERALTA
OIC-Assistant Schools Division Superintendent

(Contractor's Witness)

REPUBLIC OF THE PHILIPPINES) S.S.
Kidapawan City)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this
_____ day of _____ personally appeared:

**RESIDENCE CERTIFICATE
Number Issued on Issued at**

NAME

1. **DR. NATIVIDAD G. OCON, CESO VI**
OIC-Schools Division Superintendent
DepEd-Kidapawan City Division

2. **ENGR. ELMA E. ABELLA**
Authorized Managing Officer
Everton General Construction and Development Co.
Block 20 Lot 12 Phase 3 Decahomes Subdivision, Tugbok
Davao City, Davao Del Sur

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which 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 hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
Until December 31, 20__

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Page No. 101
Book No. 110
Series of 2021




Atty. SAMUEL T. FAJARDO
Notary Public
Notarial Comm. SN. 91-2015
Until December 31, 2021
For Kidapawan City, North Cotabato
Roll No. 39181
PTR No. 2317683 dtd. 01/04/2021
IB? No. 138446 dtd. 01/05/2020