

CONTRACT

"Provision of Makeshift Shower Rooms at H. Bautista Elementary School"

THIS AGREEMENT made and entered into this 24 AUG 2020 day of _____ by and between the **DEPARTMENT OF EDUCATION MARIKINA CITY DIVISION**, located at Shoe Ave., Sta. Elena, Marikina City, Philippines as represented by the Officer-in-Charge, Office of the Schools Division Superintendent, **MS. SHERYLL T. GAYOLA** hereinafter referred to as the "**ENTITY**" and **Mt. Guiting-Guiting Construction** located at 58A 17th Ave. Murphy, Cubao, Quezon City, Metro Manila, represented herein by **MR. MARTIN R. GUTIERREZ**, hereinafter called the "**CONTRACTOR**".

WHEREAS, the Entity is desirous that the Contractor execute the "**Provision of Makeshift Shower Rooms at H. Bautista Elementary School**," hereinafter called the "**WORKS**" and the Entity has accepted the bid for **Nine Hundred Ninety-Seven Thousand One Hundred Thirty-One Pesos and Four Centavos (Php 997,131.04)** by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THEREFORE, premises considered, the parties hereby agree as follow:

1. In this contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement;
 - A. Request for Quotation
 - B. Resolution to Award
 - C. Performance Security
 - D. Notice of Award of Contract and the bidder's conforme thereto
3. Contract duration or completion shall commence on the date of receipt of the **NOTICE TO PROCEED** by the Contractor or on the date specified in the **NOTICE TO PROCEED** if a date specified for the purpose. The completion of the project is 60 calendar days;
4. The amount of liquidated damages (LD) deductible from payments due to the Contractor shall be one tenth of the one percent (0.1%) of the cost of the unperformed portion of the Contract for every day delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the Entity shall rescind this contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects/problems therein in conformity with the provisions of this Contract in all respects.
6. The **ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the Works and the remedying of defects/problems wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

7. The CONTRACTOR will pay the electric and water bills during the period of the project (the difference between the average of the last three months before the project starts and the succeeding months within the project period) and SECURE the necessary building permits and other permits as required by law.
8. The Contract Price shall be paid to the Contractor through the Government disbursement procedure subject to the payment, retention money, and warranty provision in the General Condition of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed in accordance with their respective laws on the day and year written above.

SIGNED, SEALED, AND DELIVERED BY:


SHERYLL T. CAYOLA

Asst. Schools Division Superintendent
OIC, Office of the Schools Division Superintendent
SDO-Marikina City
(ENTITY)


MARTIN R. GUTIERREZ
General Manager

Mt. Guiting-Guiting Construction
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

WITNESS

WITNESS



(Republic of the Philippines) S.S.
_____, Metro Manila

ACKNOWLEDGMENT

At the above-mentioned place this _____ day of 24 AUG 2020
personally appeared before me:


SHERYLL T. GAYOLA

Asst. Schools Division Superintendent
OIC, Schools Division Superintendent
SDO-Marikina City
(ENTITY)

Res. Cert. No. _____

Issued on: _____

Issued at: _____


MARTIN R. GUTIERREZ

General Manager
Mt. Guiting-Guiting Construction
(CONTRACTOR)

Res. Cert. No. _____

Issued on: _____

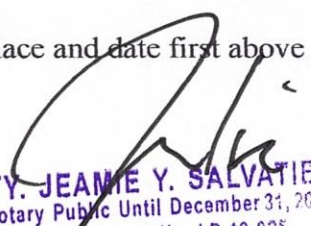
Issued at : _____

Known to me be the same person who executed the foregoing instrument and who acknowledged to me the same is their free and voluntary act and deed that of the offices they respectively represent.

The foregoing instrument is an Owner-Contractor Contract consisting of 3 pages including this page on which this acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page thereof.

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

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Book No. 15
Series of 2020


ATTY. JEAME Y. SALVATIERRA
Notary Public Until December 31, 2021
Appointment No. LP-19-025
IBP Lifetime No. 010781, Roll No. 61151
PTR No. 11890289, 01/02/2020, Las Piñas City
MCLE Compliance No. VI-0008399, 05-03-16