

**"REPAIR AND IMPROVEMENT OF NEAP BUILDING AT DEPED-CAR REGIONAL OFFICE"**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this 2<sup>nd</sup> day of August, 2024 between:

**DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR)**, a government agency duly organized and existing under the laws of the Republic of the Philippines with principal address at Wangal La Trinidad, Benguet represented herein by ESTELA P. LEON- CARIÑO EdD, CESO III, Director IV/ Regional Director referred to as the **"ENTITY"**

-and-

**"MOMENT DIAGRAM BUILDERS"** a single proprietorship with business address at Rm. 3, 3rd Floor, Noble Bldg. Calderon St., Baguio City, represented herein by its Proprietor/ owner **ROBERT B. DACLILI** hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the project: **"REPAIR AND IMPROVEMENT OF NEAP BUILDING AT DEPED-CAR REGIONAL OFFICE"** (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **EIGHT MILLION FIVE HUNDRED THOUSAND SEVEN HUNDRED FORTY- NINE PESOS and 58/100 (₱ 8,500,749.58) Only** by the **CONTRACTOR** for the execution and completion of such Works and the remedying of any defects therein.

NOW THEREFORE, for and in consideration of foregoing premises, the parties hereto agree as follows:

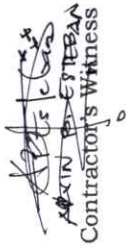
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **EIGHT MILLION FIVE HUNDRED THOUSAND SEVEN HUNDRED FORTY- NINE PESOS and 58/100 (₱ 8,500,749.58)** or such other sums as may be ascertained, the **CONTRACTOR** agrees to execute and

APRIL 16, 2024  
ESTELA P. LEON- CARIÑO  
Contractor's Witness

ROBERT B. DACLILI  
MOMENT DIAGRAM BUILDERS

ROSITA C. AGNASI  
End-User

ESTELA P. LEON- CARIÑO  
Regional Director, DepEd- CAR

  
Notary Public  
Contractor's Witness

REPUBLIC OF THE PHILIPPINES  
DONE: La Trinidad, Benguet

## ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in La Trinidad, Benguet, Philippines, this  
\_\_\_\_\_ day of AUG 02 2024, 2024 personally appeared:

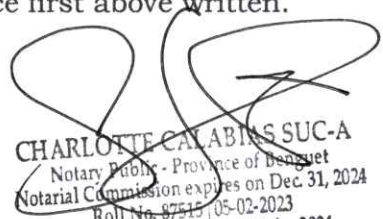
Name	Proof of Identity
ESTELA L. CARIÑO	TIN NO. 147-466-799
ROBERT B. DACLILI	DRIVER'S LICENSE NO. - A01-98-066176

Exhibited to me competent evidence of their identities written beside their names, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

This Contract consisting of three (3) pages including the page on which this acknowledgment is written, have been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Doc. No. 555  
Page No. 70  
Book No. 11  
Series of 2024.

  
CHARLOTTE CALABIAS SUC-A  
Notary Public - Province of Benguet  
Notarial Commission expires on Dec. 31, 2024  
Roll No. 97515 | 05-02-2023  
IBP No. 334566 | 05-03-2023 for 2024  
PTR No. 7878282 | 12-22-2023 | Benguet  
MCLE Compliance No. VIII-0003824  
2F D&L Building, KMO Poblacion, La Trinidad, Benguet  
Contact No. 0950320026 | 09369454101

  
ROSITA C. AGNASI  
End-User

  
ESTELA P. LEON CARIÑO  
Regional Director, DepEd- CAR



complete the works within **240 calendar days from the receipt of Notice** in accordance with its Bid/Quotation.

4. The **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

5. The **CONTRACTOR** shall install separate sub meter for their electric consumption and shall be responsible for the payment of bills;

6. The **CONTRACTOR** is obligated to arrange for their own water supply during the "WORKS". They are expressly prohibited from using or accessing water sources belonging to the "PROCURING ENTITY,"

**7. LIQUIDATED DAMAGES**

Once the contract duration expires, including any time extension duly granted, and the **CONTRACTOR** refuses or fails to satisfactorily complete the work, DepEd-CAR shall impose upon the contractor, liquidated damages. Liquidated damages is an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, DepEd- CAR has the following options:

1. Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the contractor's performance security. or
2. Allow the contractor to continue the works without prejudice to the continued imposition of liquidated damages until the works have been completed. This does not, however, preclude DepEd-CAR in resorting to Termination of Contract.

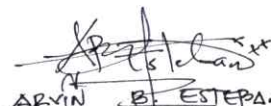
IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

  
**ESTELA P. LEON-CARIÑO**  
Regional Director, DepEd- CAR

  
**ROBERT B. BACULI**  
MOMENT DIAGRAM BUILDERS

SIGNED IN THE PRESENCE OF:

  
**ROSITA C. AGNASI**  
End-User

  
**ARVIN B. ESTEPAN**  
Contractors Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

  
**MARIANE B. WANSON**  
Accountant II

  
**ERNIELY D. GODOY**  
Supervising Administrative Officer- Finance