

**“REBIDDING OF THE CONSTRUCTION OF SLOPE PROTECTION AT POLOD
PRIMARY SCHOOL IN SDO IFUGAO, DEPED-CAR (PREVIOUSLY UNDER LOT 2 OF
THE ORIGINAL PROJECT)”**

CONTRACT AGREEMENT

THIS AGREEMENT, made this JAN day of 28, 2025 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-

“AT DESIGN AND CONSTRUCTION” with business address at B 73 L3 Illinois St. Greenland Plaridel, Santiago City, Isabela, represented herein by its Proprietor/ owner **AR. CHERISH T. ALIGUYON** hereinafter referred to as the **“CONTRACTOR”**.

WITNESSETH

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the project: **“REBIDDING OF THE CONSTRUCTION OF SLOPE PROTECTION AT POLOD PRIMARY SCHOOL IN SDO IFUGAO, DEPED-CAR (PREVIOUSLY UNDER LOT 2 OF THE ORIGINAL PROJECT)”** (hereinafter called “the Works”) and the Procuring Entity has accepted the Bid for **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND FORTY-EIGHT PESOS AND FIFTY-FOUR CENTAVOS (P1,989,048.54) 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.**

Contractor’s Witness

AR. CHERISH T. ALIGUYON
AT DESIGN AND CONSTRUCTION

GEORGINA C. DUCAYSO
End-User

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

3. In consideration for the sum of **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND FORTY-EIGHT PESOS AND FIFTY-FOUR CENTAVOS (P1,989,048.54) Only** or such other sums as may be ascertained, the **CONTRACTOR** agrees to execute and complete the works within **ONE HUNDRED TWENTY DAYS (120) calendar days upon receipt of Notice to Proceed** 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


AR. CHERISH T. ALIGUYON
 AT DESIGN AND CONSTRUCTION

SIGNED IN THE PRESENCE OF:


GEORGINA C. DUCAYSO
 End-User

Contractors Witness

FUNDS AVAILABLE:


FREMALYN E. PACLOS
 Accountant III

ALLOTMENT AVAILABLE:


MARIANE E. WANSON
 Administrative Officer V

Contractor's Witness

REPUBLIC OF THE PHILIPPINES
DONE: _____

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____ day of _____, 2024 personally appeared:

Name	Proof of Identity
ESTELA L. CARIÑO	TIN NO. 147-466-799
AR. CHERISH T. ALIGUYON	PRC 27043

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. 281
Page No. 08
Book No. XII
Series of 2024

ATTY. EDEN V. BARBACENA
NOTARY PUBLIC
PTR. No. 9203964, 01-02-2025
IBP No. 464615, 08-09-2024
Roll of Attorney No. 79515
Not. Com. No. 0344, until December 31, 2026
MCLE Compliance No. VIII-0009191
Santiago City

AR. CHERISH T. ALIGUYON
AT DESIGN AND CONSTRUCTION

GEORGINA C. DUCAYSO
End-User

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