

**"CONSTRUCTION OF SLOPE PROTECTION FOR VARIOUS SCHOOLS IN CAR (SDO BAGUIO CITY, BENGUET, IFUGAO, AND MT. PROVINCE) – LOT 5"**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this 22 NOV 2024 day of \_\_\_\_\_, 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-

**"DEYAN CONSTRUCTION"** a single proprietorship with business address at 573 Purok 3, Gibraltar, Baguio City, represented herein by its Proprietor/ owner **ANTHONY M. DEYAN** hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the project: **"CONSTRUCTION OF SLOPE PROTECTION FOR VARIOUS SCHOOLS IN CAR (SDO BAGUIO CITY, BENGUET, IFUGAO, AND MT. PROVINCE) – LOT 5"** (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **TEN MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED FORTY TWO (P 10,942,342.00) 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.**

  
**JEFFREY DEYAN**  
Contractor's Witness

  
**ANTHONY M. DEYAN**  
DEYAN CONSTRUCTION

  
**GEORGINA C. DUCAYSO**  
End-User

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



3. In consideration for the sum of **TEN MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED FORTY TWO (P 10,942,342.00) Only** or such other sums as may be ascertained, the **CONTRACTOR** agrees to execute and complete the works within **180 Calendar days from receipt of the 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:

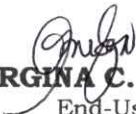
1. Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the contractor's performance security. or
2. Allow the contractor to continue the works without prejudice to the continued imposition of liquidated damages until the works have been completed. This does not, however,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

  
**ANTHONY M. DEYAN**  
 DEYAN CONSTRUCTION

SIGNED IN THE PRESENCE OF:

  
**GEORGINA C. DUCAYSO**  
 End-User

  
**JEFFREY DEYAN**  
 Contractors Witness

FUNDS AVAILABLE:

  
**FREMALYN E. PACLOS**  
 Accountant III

ALLOTMENT AVAILABLE:

  
**MARIANE E. WANSON**  
 Administrative Officer V



REPUBLIC OF THE PHILIPPINES

DONE: BAGUIO CITY

*Jeffrey Deyan*  
**JEFFREY DEYAN**  
Contractor's Witness

**ACKNOWLEDGMENT**

**BAGUIO CITY**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of 22 NOV 2024, 2024 personally appeared:

Name	Proof of Identity
ESTELA L. CARIÑO	TIN NO. 147-466-799
ANTHONY M. DEYAN	TIN NO. 421-995-890

*Anthony M. Deyan*  
**ANTHONY M. DEYAN**  
DEYAN CONSTRUCTION

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. 163  
Page No. 34  
Book No. 07  
Series of 2024.

**FREDERICK B. NEBATEN**

Notary Public

Comm No.: NA-NC-01-NEW-24 until December 31, 2025

PTR No. 7877177 / 1-03-2024

IBP OR No. 330617 / 12-18-2023 (CY2024)

Roll No. 84139 / 06-17-22 / Manila

BIR TIN No. 727-033-324

MCLE Comp. No. VIII-0001280 / Valid until: April 14, 2028

**ANDONG and NEBATEN LAW OFFICE**

No. 19, 2nd Floor Old Market Building,

Upper Magsaysay Avenue, Baguio City, 2600

*Georgia C. Ducayso*  
**GEORGIA C. DUCAYSO**  
End-User

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