

Republic of the Philippines

Department of Education

Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT,	made this	DEC 13 2023 av	of .	2023	between:
TITIO TIGICIDINIDITI,	made time		·		0001100221

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 "PROCURING ENTITY".

-and-

"RIANELLA PRINTING PRESS" a corporation duly organized and existing and by virtue of the laws of the Philippines with principal office address at No. 6 Serafica Building, Upper Ferguzon Road, Baguio City represented herein by its Proprietor ROMEO T. ONG, herein referred to as the "SUPPLIER"

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly the SUPPLY, PRINTING, BINDING, AND DOOR-TO-DOOR DELIVERY OF BRIDGING PRIMER II LEARNING MATERIALS & TEACHERS GUIDE (LOT 1) FOR THE DEPED - CAR and has accepted a bid by the "SUPPLIER" for the supply of those goods and services in the sum of THREE MILLION SIXTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT PESOS (3, 016, 288. 00) Only hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings 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 integral part of this Agreement, viz.:
 - Philippine Bidding Documents (PBDs);
 - Schedule of Requirements; i.
 - Technical Specifications; ii.
 - iii. General and Special Conditions of Contract; and
 - Supplemental or Bid Bulletins, if any iv.
 - 11. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;



- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder Conforme thereto; and
- v. 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. The contract duration or completion period shall be within;

4. In consideration for the sum of THREE MILLION SIXTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT PESOS (₱ 3, 016, 288. 00) Only or such other sums as may be ascertained, "SUPPLIER" agrees to provide the following goods and services in accordance with his/her/its Bid:

Item No.	Item Name	Unit	Qty	
1.	Bridging Primer II Learning Materials No. of Pages per book: 138	book	31,410	
2.	Prince II Teachers Guide No. of Pages per book: 157		2,410	

- 5. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any warranties or securities posted by the Supplier, whichever is convenient. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- 6. The DepEd- CAR agrees to pay the above-mentioned sum upon full delivery of the above listed items.

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

ESTELA P. LEON- CARIÑO

Director IV DepEd=CAR Regional Office ROMEO T. ONG

Proprietor

WITNESSES:

BENJAMIN DIO-AL

End User

Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

CORAZÓN B. WALCIEN

Accountant III

ERNIELY D. GODOY Budget Officer V

REPUBLIC	OF	THE	PHILIPPINES
DONE:			

ACKNOWLEDGMENT

BEFORE M	E, a Notary Pub	lic for and in		, Philippines,	this
day of	DEC 13 2023	, 2023 personal	ly appeared:		

Name	Proof of Identity	
ESTELA P. LEON-CARIÑO	TIN 147-466-799	
ROMEO T. ONG	185-784-163-000	

Exhibited to me competent evidence of their identities written beside their names, known to me and to me known 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 four (4) 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.

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Series of 2023.

TINO A. OLOWAN

Notarial Commission expires on December 31, 2024 Serial No. N.A. 132-NC 22-R; 02 Ianuary 2023; Baguio City PTR No. 5595040; 03 Ianuary 2023, Baguio City

IBP Prov. Receipt No. 06/7198; 9 Sept 2022, Baguio-Bengrae Chapter M.C.L.E. Compliance do. VII-0019206, April 14, 2025, Pasig City

Roll No. 40936; April 10, 1996; This: 120-523-191 Doc. No. 23); Page No. 47; Bk. No. 24; Series of 2023.