

CONSERVATION AND RESTORATION OF GABALDON SCHOOL BUILDING (TOPDAC ELEMENTARY SCHOOL, ATOK , BENGUET)

CONTRACT AGREEMENT

THIS AGREEMENT, made this 27th day of AUGUST, 2021 between DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR) (hereinafter called the "Entity") and MOMENT DIAGRAM BUILDERS with office address at Room 3, 3rd Floor, Noble Bldg., Calderon Street, Baguio City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the works under CB 2021-04-10T1, Conservation and Restoration of Gabaldon School Building at Topdac Elementary School, Atok Benguet (hereinafter called "the Works") and the Entity has accepted the Bid for **NINE MILLION ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED ELEVEN & 11/100 PESOS (Php9,111,111.11)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH 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/quotation, 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 **NINE MILLION ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED ELEVEN & 11/100 PESOS (Php9,111,111.11)** or such other sums as may be ascertained, MOMENT DIAGRAM BUILDERS

MARY PADILLA
NOEL DACUN
MOMENT DIAGRAM BUILDERS Witness

ROBERT B. DACLILI

EDGAR H. MADLAING
DeEd-CAR Witness

ESTELA L. CARIÑO, EdD, CESO III
DepEd-CAR

agrees to execute and complete the works within **One Hundred Fifteen (115) Calendar Days from receipt of the Notice to Proceed or not later than December 22, 2021 whichever comes first** in accordance with its Bid/Quotation.

4. The DepEd-CAR agrees to pay the above-mentioned sum as follows:

a. Advance Payment: Upon a written request of the contractor which shall be submitted as a contract document, DepEd- CAR may make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most, two installments according to a schedule specified in the Instructions to Bidders and other relevant Tender Documents

The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.

b. Progress Payment

Once a month, the contractor may submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amounts which the contractor considers itself to be entitled to up to the end of the month, to cover (a) the cumulative value of the works it executed to date, based on the items in the Bill of Quantities, and (b) adjustments made for approved variation orders executed.

DepEd- CAR's representative/project engineer shall check the contractor's SWA and certify the amount to be paid to the contractor as progress payment. materials and equipment delivered on the site but not completely put in place shall not be included for payment.

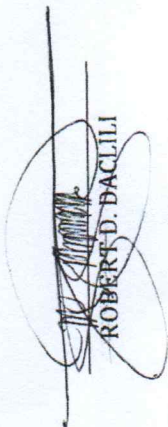
The procuring entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:


- a) Cumulative value of the work previously certified and paid for.
- b) Portion of the advance payment to be recouped.
- c) Retention money in accordance with the condition of contract.
- d) Amount to cover third party liabilities.
- e) Amount to cover uncorrected discovered defects in the works.


c. Retention Money

Progress payments are subject to retention of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by DepEd- CAR, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.


MARK DACLILI
MOMENT DIAGRAM BUILDERS WITNESS


ROBERT D. DACLILI


EDGAR H. MADLAING
DepEd-CAR Witness


ESTELA L. CARINO, EdD, CESO III
DepEd-CAR

The total "retention money" shall be due for release upon final acceptance of the works. The contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or DepEd-CAR and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.


d. 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:

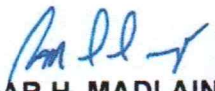
- d.1. Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the contractor's performance security. or
- d.2. Allow the contractor to continue the works without prejudice to the continued imposition of liquidated damages until the works have been completed. This does 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 L. CARIÑO EdD, CESO III
Regional Director
DepEd- CAR


ROBERT B. DACLILI
MOMENT DIAGRAM BUILDERS

SIGNED IN THE PRESENCE OF:


EDGAR H. MADLAING
Chief Education Supervisor
ESSD


MARK  **DACLILI**
MOMENT DIAGRAM BUILDERS

REPUBLIC OF THE PHILIPPINES)
CITY OF Baguio) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Baguio City, Philippines, this
_____ day of 27 AUG 2021, 2021 personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS,
Philhealth...IDs)

NAME

Number

Issued on

Issued at

ESTELA L. CARIÑO, EdD, CESO III _____

ROBERT B. DACLILI

DRIVERS LICENSE

AGI - 98-006170

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

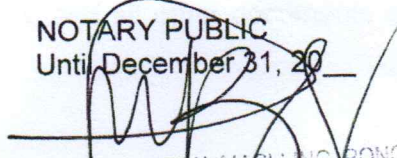
The foregoing instrument is a CONTRACT consisting of four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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IX
2021

NOTARY PUBLIC
Until December 31, 20____


Atty. MIKE BURTON MACALING PONGAS
Notary Public, Baguio City
Until December 31, 2021; PTA-05-NC-00-R
PTR No. 6572009; 01/04/2021; Baguio City
IBP OR No. 006657; 01/04/2021; Baguio-Benguet Chapter
Roll No. 65723; 6/20/2016; MCLE VI-0002660, 6/20/2017
Room 2, 3/F Noble Building, No. 3 Calderon Street, Baguio City
pongasmike@yahoo.com, Mobile: 0999-601-6431