



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of DEC 22 2023, 2023 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 **"PROCURING ENTITY"**.

-and-

"ADARNA HOUSE INC." a corporation duly organized and existing and by virtue of the laws of the Philippines with principal office address at 109 Scout Fernandez, Brgy. Sacred Heart, Quezon City represented herein by its Representative **AGNO VIRGILIO S. ALMARIO**, herein referred to as the **"SUPPLIER"**

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly the **SUPPLY AND DOOR-TO-DOOR DELIVERY OF SUPPLEMENTARY LEARNING RESOURCES (SLRS) TO THE SCHOOL LIBRARY HUBS IN THE CORDILLERA ADMINISTRATIVE REGION (LOT 2)** and has accepted a bid by the **"SUPPLIER"** for the supply of those goods and services in the sum of **FIVE MILLION FOUR HUNDRED THIRTY- FIVE THOUSAND THREE HUNDRED TWENTY PESOS (P 5,435,320.00)** 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.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. 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's conforme thereto; and

Witness for Supplier

AGNO VIRGILIO S. ALMARIO
Representative

JENNIFER P. ANDE
End User

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

REPUBLIC OF THE PHILIPPINES

DONE: BAGUIO CITY

Witness for Supplier

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in BAGUIO CITY, Philippines, this DEC 22 2023 day of _____, 2023 personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
AGNO VIRGILIO S. ALMARIO	TIN 209-354-617

AGNO VIRGILIO S. ALMARIO

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 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. 333
 Page No. 67
 Book No. 42
 Series of 2023.

MARY S. NGAMIOTEN
 Notary Public in Baguio City
 N.A. 139-NC-22-R
 Until 31 December 2024
 PTR No. 3096056; 01-03-2023; B.C.
 IBP No. 242799; 12-13-2022; Q.C.
 Roll No. 57342; 05-05-2009; Manila
 MCLE C. No. VII-0021679; June 2022; Until 4-14-2025
 Sacred Heart Building, Diego Silang Street, Baguio City
 Philippines


JENNIFER P. ANDE
End User

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

- 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 **60 Calendar days from the date of receipt of the Notice to Proceed;**
4. In consideration for the sum of **FIVE MILLION FOUR HUNDRED THIRTY- FIVE THOUSAND THREE HUNDRED TWENTY PESOS (P 5,435,320.00)** or such other sums as may be ascertained, "**SUPPLIER**" agrees to provide the goods and services in accordance with his/her/its Bid. The specifications the book title, quantity and unit price is contained in the TWG bid evaluation report. *(attached is a copy of the bid evaluation marked as "Annex A" to form part of this contract)*
5. **WHEREAS**, the total number of learning resources shall be equally divided and delivered to the 11 Recipient School Library Hubs (11 SLH ÷ total no. of LM);
6. 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.
7. 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


AGNO VIRGILIO S. ALMARIO
Representative

WITNESSES:

JENNIFER P. ANDE
End User


Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:


CORAZON B. WALCIEN
Accountant III

ERNIELY D. GODOY
Budget Officer V