



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this 16 day of November, 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-

“HAUWEI BUILDERS AND DEVELOPMENT CORPORATION” a corporation duly organized and existing and by virtue of the laws of the Philippines with principal office address at #10 Pearl Island Camp., PH-1, Malinis St., Lawang Bato, Valenzuela City represented herein by its Authorized Representative **LIZA S. JOSUE**, herein referred to as the **“SUPPLIER”**

WITNESSETH

WHEREAS, “THE ENTITY” invited Bids for Certain goods and ancillary services, particularly the **SUPPLY, DOOR-TO-DOOR DELIVERY, AND ASSEMBLY OF SCHOOL FURNITURE TO VARIOUS SCHOOLS IN CORDILLERA ADMINISTRATIVE REGION (CAR) UNDER CY 2022 SCHOOL FURNITURE PROGRAM – Lot 3** and has accepted a bid by the **“SUPPLIER”** for the supply of those goods and services in the sum of **ELEVEN MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED SIXTY PESOS (Php 11,177,260.00) 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:
 - 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;

Witness for Supplier

LIZA S. JOSUE
Authorized Representative

GEORGINA C. DUCAYSO
End User

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

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
- 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 **120 calendar days from date of receipt of Notice to Proceed;**
- 4. In consideration for the sum of **ELEVEN MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED SIXTY PESOS (Php 11,177,260.00) only** or such other sums as may be ascertained, "**SUPPLIER**" agrees to provide the following furniture in accordance with his/her/its Bid:

Item No.	Specification	unit	Qty
1.	Elementary Individual Learner Table and Chair	set	3,600
2	JHS Individual Learner Table and Chair	set	1,125
3	SHS Individual Learner Table and Chair	set	320
4	Teacher's Table and Chair Set	set	113

- 5. WHEREAS, the PROCURING ENTITY reserves the right to require a new certification from DOST-FPRDI for Learner's Chairs (Elementary and Secondary) randomly tested from the items to be delivered prior to its door-to-door delivery;
- 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.

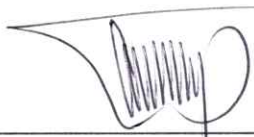
IN WITNESS whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.


ESTELA P. LEON- CARIÑO
Director IV
DepEd-CAR Regional Office


LIZA S. JOSUE
Authorized Representative

WITNESSES:

GEORGINA C. DUCAYSO
End User



Supplier's Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

CORAZON B. WALCIEN
Accountant III


ERNELY D. GODOY
Budget Officer V

REPUBLIC OF THE PHILIPPINES

DONE: _____

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Bulacan, Philippines, this 16th day of November, 2023 personally appeared:

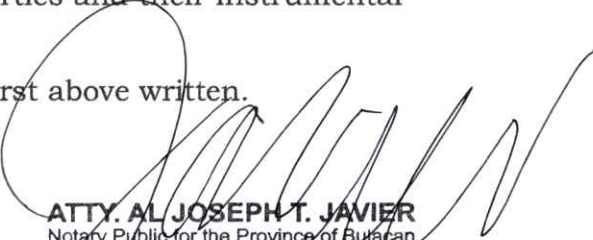
Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
LIZA S. JOSUE	TIN 268-267-164

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. 301
Page No. 62
Book No. 1
Series of 2023.


ATTY. AL JOSEPH T. JAVIER
Notary Public for the Province of Bulacan
until December 31, 2014
Notarial Commission No. PNC-52-MB-2023
(2023-2024)
Javier Mangahas Law Office & Associates
Mc Arthur Highway (across Burger King Malolos)
Lóngos Malolos, City of Malolos, Bulacan
Attorneys Roll No. 71550
IBP No. 293068/issued on January 10, 2023
PTR No. 0915621 /January 06,2023/Bulacan
MCLE Compliance No. VII - 00116110 issued on
28 February 2022 valid until 14 April 2025
Cellphone No. 0995 - 186 - 1343
Email Address: attyaljosephjavier@gmail.com

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Regional Director, DepEd- CAR