



Republic of the Philippines
Department of Education
Cordillera Administrative Region

CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of May, 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 **"PROCURING ENTITY"**.

-and-

"FIVE ED PRINTING PRESS" a legitimate establishment with principal office address at 838 Don Proceso Bautista Road, Lucao Dist., Dagupan City represented by its Proprietor **EDMUND D. UBANDO**, herein referred to as the **"SUPPLIER"**

WITNESSETH

WHEREAS, "THE ENTITY" invited Bids for Certain goods and ancillary services, particularly for the project, **"SUPPLY, PRINTING, AND DELIVERY OF SELF-LEARNING MODULES WITH 8 LOTS FOR THE DEPED-CAR (Lot 6)"** and has accepted a bid by the **"SUPPLIER"** for the supply of those goods and services in the sum of **TWO MILLION TWO HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED THIRTEEN PESOS and 63/100(P 2,258,813.63)** 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;

JENNIFER P. ANDE
EdD
Witness for Supplier

EDMUND D. UBANDO
Proprietor

JENNIFER P. ANDE
Ed User

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

- 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 ***Within sixty (60) calendar days upon receipt of Notice to Proceed;***


4. In consideration for the sum of **TWO MILLION TWO HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED THIRTEEN PESOS and 63/100(P 2,258,813.63)** or such other sums as may be ascertained, **"SUPPLIER"** agrees to provide the following goods and services in accordance with his/her/its Bid:

Lot	Item Description	Unit	No. of Module	Quantity
1.	Supply, Printing, and Delivery of Self-Learning Modules for the Schools Division Office of Kalinga	290	module	571,984

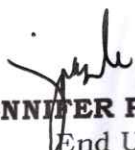
5. The SUPPLIER shall be liable for LIQUIDATED DAMAGES for the delay in its performance in the amount equal to one-tenth of one percent (0.001) of the cost of the goods scheduled for delivery for every day of delay until the goods are finally delivered and accepted by the PROCURING ENTITY. DepEd Shall 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



EDMUND D. UBANDO
 Proprietor


JENNIFER P. ANDE
 End User

WITNESSES:


EDLYN SISON
 Supplier's Witness

FUNDS AVAILABLE:


CORAZON B. WALCIEN
 Accountant III

ALLOTMENT AVAILABLE:


ERNIELY D. GODOY
 Budget Officer III

REPUBLIC OF THE PHILIPPINES

DONE: SAN CARLOS CITY, PANGASINAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in 20 MAY 2024, Philippines, this _____ day of _____, 2023 personally appeared:

Name	Proof of Identity
ESTELA P. LEON-CARIÑO	TIN 147-466-799
EDMUND D. UBANDO	

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.

Doc. No. 138
Page No. 29
Book No. XXVlll

Series of 2024.

ATTY. JONATHAN R. LOMBOS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ROLL No. 54719
IBP No. 375659/12-27-23
PTR No. 0084305/1-2-24
BLE COMP. No. 0030857 SEPT 13, 2024
SAN CARLOS CITY, PANGASINAN

Jennifer P. Ande
JENNIFER P. ANDE
Witness for Supplier

Edmund D. Ubando
EDMUND D. UBANDO
Proprietor

Jennifer P. Ande
JENNIFER P. ANDE
End User

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