

**“Construction of Generator Housing for the NEAP in DepEd- CAR”**

**CONTRACT AGREEMENT**

JUN 03 2024

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 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 **“ENTITY”**

-and-

**“GOLDFINGER BUILDERS”** a single proprietorship with business address at No. 254 Bronze Street, Upper Quezon Hill, Baguio City, represented herein by its Proprietor/ owner **ROLAND N. GARCIA** hereinafter referred to as the **“CONTRACTOR”**.

WITNESSETH

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the project: **“Construction of Generator Housing for the NEAP in DepEd- CAR”** (hereinafter called “the Works”) and the Procuring Entity has accepted the Bid for **SEVEN HUNDRED NINETY- SIX THOUSAND SIX HUNDRED NINETY TWO 48/100 (796,692.48)** by the **CONTRACTOR** for the execution and completion of such Works and the remedying of any defects therein.

NOW THEREFORE, for and in consideration of foregoing premises, the parties hereto agree 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, 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 **SEVEN HUNDRED NINETY- SIX THOUSAND SIX HUNDRED NINETY TWO 48/100 (796,692.48)** or such other sums as may be ascertained, the **CONTRACTOR** agrees to execute and complete the works

Contractor's Witness

ROLAND N. GARCIA  
GOLDFINGER BUILDERS

ROSITA C. AGNASI  
COMMUNICATIONS PROJECTS SUPERVISOR  
End-User

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

within **Ninety (90) Calendar Days** after receipt of the **Notice to Proceed** in accordance with its Bid/Quotation.

4. The **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. The **CONTRACTOR** shall install separate sub meter for their electric consumption and shall be responsible for the payment of bills;
6. The **CONTRACTOR** is obligated to arrange for their own water supply during the "WORKS". They are expressly prohibited from using or accessing water sources belonging to the "PROCURING ENTITY,"

**7. 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:

1. Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the contractor's performance security. or
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 P. LEON- CARIÑO**  
Regional Director, DepEd- CAR

  
**ROLAND N. GARCIA**  
GOLDFINGER BUILDERS

SIGNED IN THE PRESENCE OF:

  
**ROSITA C. AGNASI**  
EDUCATION PROGRAM SUPERVISOR  
End-User

  
Contractors Witness

FUNDS AVAILABLE:

ALLOTMENT AVAILABLE:

  
**CORAZON B. WALCIEN**  
Accountant III

  
**ERNIELY D. GODOY**  
Budget Officer III



*[Signature]*  
Contractor's Witness

REPUBLIC OF THE PHILIPPINES

DONE: LA TRINIDAD, BENGUET

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET, Philippines, this \_\_\_\_\_ day of JUN 03 2024, 2024 personally appeared:

Name	Proof of Identity
ESTELA L. CARIÑO	TIN NO. 147-466-799
ROLAND N. GARCIA	

*[Signature]*  
**ROLAND N. GARCIA**  
GOLDFINGER BUILDERS

Exhibited to me competent evidence of their identities written beside their names, known to me 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.

*[Signature]*  
**ROSITA C. AGNASI**  
EDUCATION PROGRAM SUPERVISOR  
End-User

Doc. No. 271  
Page No. 56  
Book No. 20  
Series of 2024.

*[Signature]*  
**MANUEL W. KOMICHO**  
Notary Public  
Until December 31, 2024  
PTR No. 7877963/ 1-2-2024  
IBP OR No. 008626/ 1-3-2024  
La Trinidad, Benguet  
Roll No. 37860; 6-4-1992; Manila  
MCLE No. 0025062/ Until 4-19-2025

*[Signature]*  
**ESTELA P. LEON-CARIÑO**  
Regional Director, DepEd- CAR