

REPAIR/REHABILITATION OF DEPED- CAR REGIONAL OFFICE BUILDINGS, LOT 1 (MAIN BUILDING)

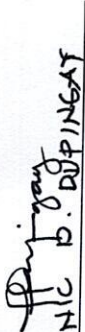
CONTRACT AGREEMENT

THIS AGREEMENT, made this JUL 23 2021 day of _____, 2021 between **DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR)** (hereinafter called the "Entity") and **PBAJ CONSTRUCTION AND SUPPLY** with business address at JA 210 Upper Cogcoga, KM 3 , Pico, La Trinidad, Benguet (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the works under CB 2021-044-1171, Repair/Rehabilitation of DepEd- CAR Regional Office Buildings, Lot 1 (Main Building) (hereinafter called "the Works") and the Entity has accepted the Bid for **ONE MILLION THREE HUNDRED FORTY THOUSAND SEVEN HUNDRED TWENTY THREE & 04/100 PESOS (Php1,340,723.04)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

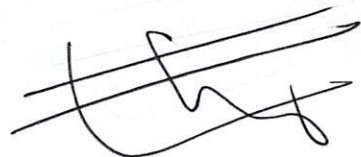
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to 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 **ONE MILLION THREE HUNDRED FORTY THOUSAND SEVEN HUNDRED TWENTY THREE & 04/100 PESOS (Php1,340,723.04)** or such other sums as may be ascertained, PBAJ


DOMINIC B. DUPINGAY
PBAJ Construction and Supply Witness


ARIEL B. PALINGET


EDGARDO T. ALOS
DeEd-CAR Witness


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



Construction and Supply agrees to execute and complete the works within **Seventy Five (75) Calendar Days** from receipt of the Notice to Proceed 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

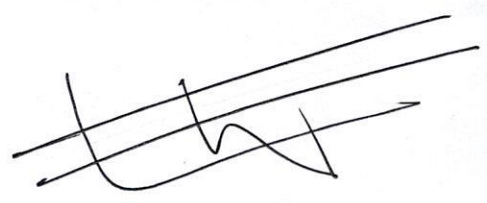
Progress payments are subject to retention of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined 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.


DOMINIC D. DUPINGAY
PBAJ Construction and Supply Witness


ARIEL B. PALINGGET


EDGARDO T. ALOS
DeEd-CAR Witness


ESTELA L. CARIÑO, 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.

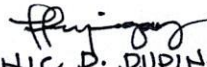
IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

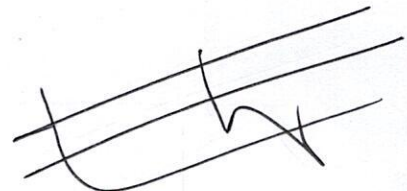

ESTELA L. CARIÑO EdD, CESO III
Regional Director
DepEd- CAR


ARIEL B. PALINGET
General Manager
PBAJ Construction and Supply

SIGNED IN THE PRESENCE OF:


EDGARDO T. ALOS
Chief Administrative Officer
Administrative Division


DOMINIC D. DUPINAT
PBAJ Construction and Supply



REPUBLIC OF THE PHILIPPINES)
CITY OF LA TRINIDAD, BENGUET) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET, Philippines, this
_____ day of _____, 2021 personally appeared:

JUL 23 2021

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

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
<u>ESTELA L. CARIÑO, EdD, CESO III</u>	_____	_____	_____
<u>ARIEL B. PALINGET</u>	<u>A01-09-000556</u>	<u>AUG. 17, 2017</u>	<u>BAGUIO CITY</u>

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. 419
Page No. 84
Book No. 51
Series of 20 11

NOTARY PUBLIC
Until December 31, 20__

EDGAR LING-O EDIONG

Notary Public

My Commission Expires on December 31, 2022

Roll No. 52279; May 11, 2006

PTR No. 0867933; 12/18/2020 for 2021; Benguet

IBP LIFETIME NO. 08824; Baguio-Benguet Chapter

MCLE Compliance No VI-0011768; 08/14/18

Room 215, Pines Hill Commercial Center Building II

Km. 5, La Trinidad, Benguet, Philippines

REPAIR/REHABILITATION OF DEPED- CAR REGIONAL OFFICE BUILDINGS, LOT 3(BUILDING 3)

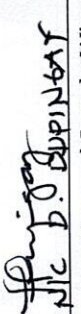
CONTRACT AGREEMENT

THIS AGREEMENT, made this JUL 23 day of 2021, 2021 between DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR) (hereinafter called the "Entity") and PBAJ CONSTRUCTION AND SUPPLY with business address at JA 210 Upper Cogcoga KM 3, Pico, La Trinidad, Benguet (hereinafter called the "Contractor").


WHEREAS, the Entity is desirous that the Contractor execute the works under _____, Repair/Rehabilitation of DepEd- CAR Regional Office Buildings, Lot 3 (Building 3) (hereinafter called "the Works") and the Entity has accepted the Bid for **TWO HUNDRED THOUSAND EIGHT HUNDRED FORTY ONE & 33/100 PESOS (Php200,841.33)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

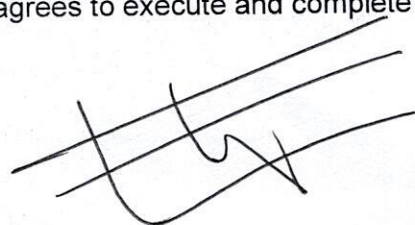
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
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 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions 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 **TWO HUNDRED THOUSAND EIGHT HUNDRED FORTY ONE & 33/100 PESOS (Php200,841.33)** or such other sums as may be ascertained, PBAJ Construction and Supply agrees to execute and complete the


DOMINIC D. SUBINBAT
PBAJ Construction and Supply Witness


ARIEL B. PALANGGET


EDGARDO T. ALOS
DeEd-CAR Witness


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




within **Thirty (30) Calendar Days** from receipt of the Notice to Proceed in accordance with its Bid/Quotation.

4. The DepEd-CAR agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
 - a. Statement of work accomplished or progress billing and the corresponding request for progress payment may only be submitted upon actual completion of the project.
 - b. Payment is subject to retention of ten percent (10%) referred to as the "retention money." 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 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.
 - c. 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:


- b.1. Terminate the contract pursuant to the Guidelines on Termination of Contract and forfeit the contractor's performance security. or
- b.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.

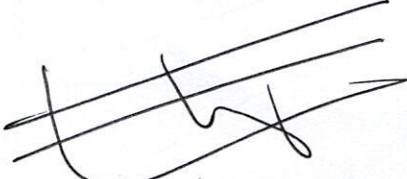

ESTELA L. CARIÑO EdD, CESO III
Regional Director
DepEd- CAR


ARIEL B. PALINGET
General Manager
PBAJ Construction and Supply

SIGNED IN THE PRESENCE OF:


EDGARDO T. ALOS
Chief Administrative Officer
Administrative Division


DOMINIC D. RUIINGAY
PBAJ Construction and Supply



REPUBLIC OF THE PHILIPPINES)
CITY OF LA TRINIDAD BENGUET) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in LA TRINIDAD BENGUET, Philippines, this
_____ day of JUL 23 2021, 2021 personally appeared:

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

<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
<u>ESTELA L. CARIÑO, EdD, CESO III</u>			
<u>ARIEL B. PALINGET</u>	<u>A01-09-000556</u>	<u>Aug. 17, 2017</u>	<u>BAGUIO CITY</u>

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.

NOTARY PUBLIC
Until December 31, 2021

Doc. No. 418
Page No. 84
Book No. 51
Series of 2021

~~EDGAR LING-O EDIONG~~
Notary Public
My Commission Expires on December 31, 2022
Roll No. 52279; May 11, 2006
PTR No. 6867933; 12/16/2020 for 2021; Benguet
IBP LIFETIME NO. 08824; Baguio-Benguet Chapter
MCLE Compliance No VI-0011768; 08/14/18
Room 215, Pines Hill Commercial Center Building II
Km. 5, La Trinidad, Benguet, Philippines

REPAIR/REHABILITATION OF DEPED- CAR REGIONAL OFFICE BUILDINGS, LOT 2(SNC BUILDING)

CONTRACT AGREEMENT

JUL 26 2021

THIS AGREEMENT, made this _____ day of _____, 2021 between **DEPARTMENT OF EDUCATION- CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR)** (hereinafter called the "Entity") and **LEO HEIRS CONSTRUCTION** with business address at **Acop, Caponga, Tublay, Benguet** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the works under _____, Repair/Rehabilitation of DepEd- CAR Regional Office Buildings, Lot 2(SNC Building) (hereinafter called "the Works") and the Entity has accepted the Bid for **THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY ONE & 87/100 PESOS (Php370,821.87)** 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.:
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 - 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 **THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY ONE & 87/100 PESOS (Php370,821.87)** or such other sums as may be ascertained, **Leo Heirs Construction** agrees to execute and complete the works within **Thirty (30) Calendar Days** from receipt of the Notice to Proceed in accordance with its Bid/Quotation.

LEO Heirs Construction Witness

EMMANUEL S. LEO

EDGARDO T. ALOS
DeEd-CAR Witness


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

4. The DepEd-CAR agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
- a. Statement of work accomplished or progress billing and the corresponding request for progress payment may only be submitted upon actual completion of the project.
 - b. Payment is subject to retention of ten percent (10%) referred to as the "retention money." 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 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.
 - c. 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:

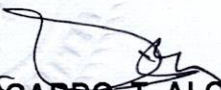
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- b.2. Allow the contractor to continue the works without prejudice to the continued imposition of liquidated damages until the works have been completed. This does not, however, preclude DepEd-CAR in resorting to Termination of Contract.

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


EMMANUEL S. LEO
General Manager
Leo Heirs Construction

SIGNED IN THE PRESENCE OF:


EDGARDO. T. ALOS
Chief Administrative Officer
Administrative Division


LEO Heirs Construction



REPUBLIC OF THE PHILIPPINES)
CITY OF LA TRINIDAD, BENGUET S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in LA TRINIDAD, BENGUET, Philippines, this
_____ day of _____, 2021 personally appeared.
JUL 26 2021

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

NAME

Number

Issued on

Issued at

ESTELA L. CARIÑO, EdD, CESO III

EMMANUEL S. LEO

2208324 01/04/21 TUBLAY

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. 22
Page No. _____
Book No. 22
Series of 2021

~~NOTARY PUBLIC
EDGAR LING O'EDIONG
Notary Public
My Commission Expires on December 31, 2022
Roll No. 52279; May 11, 2006
PTR No. 6867933; 12/18/2020 for 2021; Benguet
IBP LIFETIME NO. 08824; Baguio Benguet Chapter
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Room 215, Pines Hill Commercial Center Building II
Km. 5, La Trinidad, Benguet, Philippines~~