



PROJECT: **Repair, Rehabilitation, and Restoration of Escoda Hall, Recto Hall and Bachelors Hall in Baguio Teachers Camp**

CONTRACT NO.: \_\_\_\_\_

**CONTRACT AGREEMENT**

*THIS AGREEMENT* made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its \_\_\_\_\_ as per as per Department Order No. 038, s. 2019, amendments to DO Nos. 67 s. 2016 & 006 s.2019 (hereinafter referred to as "**DepEd**"); and \_\_\_\_\_, located at \_\_\_\_\_, duly represented herein by its authorized representatives, \_\_\_\_\_ (hereinafter referred to as "**\_\_\_\_\_**");

**WHEREAS**, **DepEd** is desirous that \_\_\_\_\_ execute the Repair, Rehabilitation, and Restoration of Scoda Hall [Recto Hall] and [Bachelors Hall] in Baguio Teachers Camp with Identification No. \_\_\_\_\_ (hereinafter called "the Work") and DepEd has accepted the Bid by the \_\_\_\_\_ in the sum of **PHILIPPINE PESOS** \_\_\_\_\_ **MILLION** \_\_\_\_\_ **THOUSAND** \_\_\_\_\_ **HUNDRED** \_\_\_\_\_ and 00/100 (Php \_\_\_\_\_) **ONLY**, (hereinafter called the "**Contract Price**") 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 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 Bid Bulletin No. \_\_\_\_\_, dated \_\_\_\_\_;

- b) \_\_\_\_\_ bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all documents/statements contained in \_\_\_\_\_ bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarification of the bid), including corrections to the bid, if any, resulting from the Procuring Entity's evaluation;

- c) Performance Security;
- d) Notice of Award of Contract and \_\_\_\_\_ conforme thereto; and
- e) Other contract documents that may be required by existing laws and/or **DepEd**. \_\_\_\_\_ 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 PHILIPPINE PESOS \_\_\_\_\_ MILLION, \_\_\_\_\_ THOUSAND \_\_\_\_\_ and 00/100 (Php \_\_\_\_\_), or such other sum as may be ascertained, \_\_\_\_\_ agrees to (*object of the Contract*) in accordance with its Bid.

4. \_\_\_\_\_ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that \_\_\_\_\_ is in default of any of its obligation under this contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance.

5. The \_\_\_\_\_ shall perform the services within \_\_\_\_\_ (\_\_\_\_) **calendar days** from receipt of the Notice to Proceed.

The Works shall cover the following:

- a. Escoda Hall- Earthworks, Concreting Works, Rebar Works, Form Works, Masonry Works, Doors and Windows, Steel Works, Roofing Works, Carpentry Works, Electrical Works, Plumbing Works, Sanitary Works, Painting Works, Tileworks, Waterproofing, and Electronics and Communication Works.
  - b. Recto Hall- Earthworks, Concreting Works, Rebar Works, Form Works, Masonry Works, Doors and Windows, Steel Works, Roofing Works, Carpentry Works, Electrical Works, Plumbing Works, Sanitary Works, Painting Works, Tileworks, Waterproofing, and Electronics and Communication Works.
  - c. Bachelors Hall- Earthworks, Concreting Works, Rebar Works, Form Works, Masonry Works, Doors and Windows, Steel Works, Roofing Works, Carpentry Works, Electrical Works, Plumbing Works, Sanitary Works, Painting Works, Tileworks, Waterproofing, and Electronics and Communication Works.
6. In consideration of the full amount and satisfactory performance of the services rendered by \_\_\_\_\_, **DepEd** shall pay \_\_\_\_\_ in accordance with the following:
- 6.1. **DepEd** shall, upon written request of \_\_\_\_\_, 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 (2) installments according to a schedule specified in the Instructions to Bidders;
  - 6.2. The advance payment shall be made only upon submission to and acceptance by **DepEd** 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 **DepEd**;
  - 6.3. \_\_\_\_\_ may submit a request for progress payment which shall be paid **DepEd** as certified by the Inspectorate Team of DepEd, in the following manner:

Schedule of Payment		Amount
First Payment	Upon 20% work accomplished	
Second Payment	Upon 50% work accomplished	
Third Payment	Upon 75% work accomplished	

Fourth Payment	Upon 100% work accomplished	
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- 6.4. Progress payment shall be adjusted by deducting the amount in the recoupment of the advance payment, and additional retention money amounting to 15% and 10% of the progress billing respectively.
7. \_\_\_\_\_ shall pay liquidated damages to the **DepEd** for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. **DepEd** shall deduct liquidated damages from payments due to \_\_\_\_\_. Payment of liquidated damages shall not affect \_\_\_\_\_'s liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, **DepEd** may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes arising from the implementation of this Contract. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the " Arbitration Law" and Republic Act 9285, otherwise known as the " Alternative Dispute Resolution Act of 2004": Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. By mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

\_\_\_\_\_  
Department of Education

\_\_\_\_\_  
Contractor

SIGNED IN THE PRESENCE OF:

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**DEPED's Witness**

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**Contractor's Witness**

APPROVED BY:

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**DEPED**

CERTIFIED FUNDS AVAILABLE:

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*Chief Accountant*

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_, METRO MANILA) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_,  
Philippines, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
*(Number, Issued On, Issued By)*

\_\_\_\_\_  
**DEPED**

\_\_\_\_\_  
*Contractor*

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses 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. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20\_\_.

**NOTARY PUBLIC**