



Republic of the Philippines  
**Department of Education**  
 REGION X - NORTHERN MINDANAO  
 SCHOOLS DIVISION OFFICE OF EL SALVADOR CITY

**Contract Agreement**

**Contract No.2020-09-0077**

This AGREEMENT, made and entered into this **16th** day of September 2020 by and between the Department of Education, Division of El Salvador City, located at Zone 3, Poblacion, El Salvador City, represented herein by its Schools Division Superintendent, **OLGA C. ALONSABE, Ph.D., CESE**, hereinafter referred to as the "Entity" of the one part and **DCD BUILDERS & ENTERPRISES**, represented herein by its General Manager/Owner, **HIYASMINH M. CALI**, with office address at Room 202, George Building Quezon Avenue Corner Badelles St., Poblacion, Iligan City, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Entity invited bids for **Procurement and Delivery of Materials for the Reproduction of Modules Batch 2 (PB No. 2020-08-0060) Lot No. 2** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Nine Million One Hundred Seventy-Six Thousand One Hundred Eighty Pesos and Sixty-Four Centavos* only (Php. 9,176,180.64) with a contract duration of Fifteen (15) calendar days; starting the receipt of Notice To Proceed (NTP hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) The performance Security;
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract; and
4. The Entity hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable

*Gracel M. Moabon*  
 CONTRACTOR'S WITNESS

*Mr. Hiyasminh M. Cali*  
 CONTRACTOR

*[Signature]*  
 OWNER'S WITNESS

*[Signature]*  
 OWNER

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under the provisions of the contract at the time and in the manner prescribed by the contract.

5. The Contractor hereby covenants to supply the determined goods in accordance with the technical specifications hereto required for the goods and services starting from the receipt of the Notice to Proceed until the end of the contract duration;
6. In case of failure to finish the said delivery and supply within stipulated period of 15 days, the Contractor shall be liable to the Entity for Liquidated Damages equivalent to at least one tenth of one percent (1%) of the value of the unperformed portion of each item under the contract per calendar day of delay.
7. That the Entity pays the Supplier after the supply and delivery of goods have been complied and submits all the necessary documents as required for payment.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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SIGNED, SEALED AND DELIVERED BY:

**OLGA C. ALONSABE, Ph.D., CESE**  
OWNER

**HIYASMINH M. CALI**  
CONTRACTOR

SIGNED IN THE PRESENCE OF:

**GRACE PACULBA**  
OWNER'S WITNESS

**Gracel A. Moadom**  
CONTRACTOR'S WITNESS

Funds Available:

**MARICEL B. JANGAO**  
Accountant III

Allotment Available:

**STEPHANIE P. SALIGUMBA**  
Budget Officer III







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REPUBLIC OF THE PHILIPPINES)  
 CITY OF AGAYAN DE ORO CITY, S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in AGAYAN DE ORO CITY, Philippines, this  
 \_\_\_ day of SEP 21 2020, 2020, personally appeared:

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

NAME	NUMBER	ISSUED ON	ISSUED AT
OLGA C. ALONSABE	<u>006-0034-5465-7</u> GSIS UMID NO,	_____	_____
HIYASMINH M. CALI	<u>NIA # No. RIO-LAMISCAIMO</u>	_____	_____

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of \_\_\_\_\_ ( ) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

**ATTY. ROLAND E. COLLADO**  
 Notary Public  
 Cagayan de Oro City  
 Until December 3, 2021  
 Notarial Commission No. NC-2020-26  
 ROLL NO. 87493 / TM NO. 409-403-218-000  
 ID# OR No. 098691:11-2-19 / PTR No. 4504869:12-04-19  
 NCLE COMPLIANCE NO. VI-0816308 VALID UNTIL 202

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 Book No. XVII  
 Series of 2020

*Concepcion Alonsabe*  
 CONTRACTOR'S WITNESS

*Hiyasminh M. Cali*  
 CONTRACTOR

*[Signature]*  
 OWNER'S WITNESS

*[Signature]*  
 OWNER

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