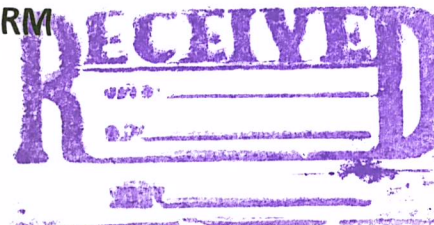


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



PROJECT : REPAIR OF FASPO ANNEX BUILDING
REFERENCE : DAR PBAC Resolution No. 27 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of October 2021 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"); of the one part and **Aseron Construction and Supply**, of Lot 3 Block 4 Lilac Street, West Fairview, Quezon City, (hereinafter called "the Contractor") of the other part:

WHEREAS, the Procuring Entity is desirous that the Contractor execute the works called for under PBD 21-08, Repair of FASPO Annex building (hereinafter called "the Works") and the Procuring Entity has accepted the Bid for **Philippine Pesos One Million Six Hundred Thousand Five Hundred Forty and 50/100 only (Php1,600,540.50)**, (hereinafter called "the Contract Price") inclusive of all applicable taxes, 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 integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. General and Special Conditions of Contract;
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Invitation to bid;
 - v. Instructions to Bidders;
 - vi. Bid Data Sheet; and
 - vii. 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; Performance Security;

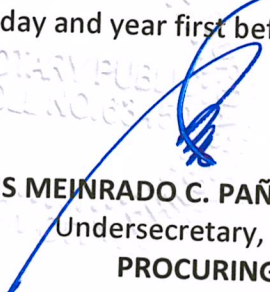
DAR BUDGET DIVISION
OBLIGATED
O.R.S. No. 02-101101-2021 11-07091 NOV 03 2021
P.A.P.:
Fund: 10000000000000000000
Resp. Code: 10000000000000000000
Act. Code: 70000000000000000000
Amount: \$1,600,540.50
AD0111
ASR-100-007,000-
ASR-100-500,000-
(ASD)-400,000.00

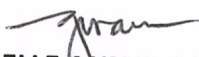
- iii. Notice of Award of Contract; and the Bidder's conforme' thereto;
- iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently 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 of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects. In case of delays in the delivery/ performance of required services specified in this Contract due to the Contractor's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the contract pursuant to GCC Clause 9, without prejudice to other courses of action and remedies open to it.

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 other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

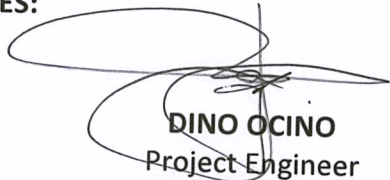
IN WITNESS whereof of the parties thereto have caused this Agreement to be executed the day and year first before written.


LUIS MEINRADO C. PAÑGULAYAN, MNSA, CESO
Undersecretary, Legal Affairs Office
PROCURING ENTITY

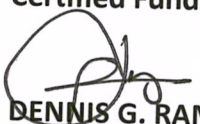

GISELLE ANN R. ASERON
General Manager
Aseron Construction & Supply
CONTRACTOR


ALEXANDER ALIMMUDIN J. ALI
OIC-Director, Administrative Service

WITNESSES:


DINO OCINO
Project Engineer

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant

61/62-10401-2021-11-07091

P 1,600,540.50

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

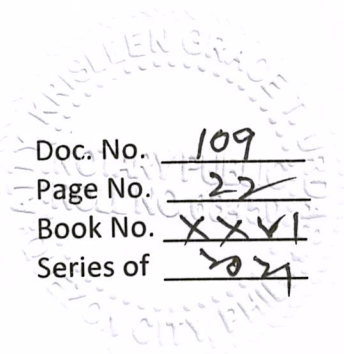
BEFORE ME, a Notary Public in and for Quezon City, Philippines, this 10 NOV 2021 day of October 2021 personally appeared:

Name	Competent Evidence of Identity
LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
GISELLE R. ASERON	TIN No. 217-378-997

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 AGREEMENT consisting of three (3) 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 place first above written.



K. Urda
ATTY. KRISLEEN GRACE T. URDA
NOTARY PUBLIC
Until December 31, 2021
IBP No. 143802/2-02-21 Q.C.
PTR No. 1525120/ 6-3-21 Q.C.
Roll No. 63460
TIN: 313-914-828-000
Adm. Matter No. NP 142 (2021)
MCLE No. V-002811/vi-0017367
Add: 180 Pentiao Cor. Censul St.
Fairview, Quezon City