PROCUREMENT CONTRACT

(BOARD AND LODGING FOR THE SPECIAL PROGRAM IN SPORTS AND SENIOR HIGH SCHOOL SPORTS TRACK SUMMIT)

THIS AGREEMENT made in the 31st day of October 2019 between DEPARTMENT OF EDUCATION CORDILLERA ADMINISTRATIVE REGION, a duly constituted government agency of the Philippines (hereinafter called "the Entity") represented by MAY B. ECLAR, Ph.D., CESO V, Regional Director, of the one part and NEW RAJAH SOLIMAN HOTEL AND RESTAURANT of 44 Bokawkan, Baguio City, a duly registered business in the Philippines (hereinafter called "the Supplier") represented by MARY ROSE L. CASTILLO and/or VERONICA M. DIGMAYO, the authorized representatives, of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., "Board and Lodging for the Special program in Sports and Senior High School Sports Track Summit" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of SIX HUNDRED NINETY-FIVE THOUSAND AND FOUR HUNDRED PESOS (Php695,400.00) ONLY (hereinafter called "the Contract Price").

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements (the date of delivery is amended);
 - (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; and
- 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 on November 5-8, 2019, and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be

MAY B ECLAR, Ph.D., CESO V VEROME Regional Director

JEANNIE CLAIRE PIGGANGAY

executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SE L. CASTILLO and/or B. ECLAR, Ph.D., CESO V Regional Director Malro DepEd - CAR NICA M./DIGMAYO Authorized Representatives Rajah Soliman Hotel and Restaurant WITNESSES: JEANNIE C Education Program Supervisor New Rajah Soliman Hotel and Restaurant ACKNOWLEDGMENT Republic of the Philippines) Baguio City BEFORE Notary Public for and the Baguio City this day of personally appeared the following: NAME **GOVERNMENT ID** DATE/PLACE OF ISSUE MAY B. ECLAR UMID CRN. 006-0079-9814 MARY ROSE L. CASTILLOI GR ID \$ 01-6763964-6 Banulo VERONICA M. DIGMAYO WW /D# 0825419-4 And presented to me an integrally complete instrument, known to me personally together with their instrumental witnesses and representing to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed and that they presented to me at least one current identification document issued by an official agency bearing their names and signatures. This instrument consisting of two (2) pages, including the one on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal. WITNESS MY HAND AND SEAL.

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Commission No. 39-NC-18-R / Until December 31, 2019
PTR No. 3954050; 1-3-19 / Baguio City
IBP No. 09753 1-3-19 / Baguio Benguet Chapter
Roll No. 31289 / 5-15-81 / Manila
MCLE COMPLIANCE No. VI-0000192 / June 14, 2016
BIR TIN No. 121-017-652-000
No. 19, 2nd Floor Old Market Building,

Magsaysay Avenue, Baguto City, Philippines