



Republic of the Philippines
DEPARTMENT OF EDUCATION
Negros Island Region
DIVISION OF NEGROS ORIENTAL
Dumaguete City

PROJECT: **Procurement of Provision of Hotel, Lodging, Food and Meeting Facilities for the Mass Training of K to 12 Grade 6 Teachers**

CONTRACT

THIS CONTRACT made and entered into this day of MAY 05 2017 20 by and between the **Department of Education-Division of Negros Oriental**, located at Capitol Area, Dumaguete City, Negros Oriental, Philippines, represented herein by its Schools Division Superintendent, **Salustiano T. Jimenez, CESO VI** hereinafter referred to as the "**Owner**" of the one part; and **Plaza Maria Luisa Suites Inn**, represented herein by its Proprietor, **Christophia L. Bollos** with office address at **Poblacion 3, Dumaguete City**, hereinafter referred to as the "**Supplier**" of the other part;

WHEREAS, the **Owner** invited bids for certain works stated in above project, and has accepted bids from the Supplier for the execution and completion of such Works in the sum **Four Million Four Hundred Thirty Thousand One Hundred Thirty Nine Pesos (Php 4,430,139.00)**, hereinafter called "the Contract Price" as follows.

NOW THEREFORE, premises considered, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be deemed to form, be read and construed as part of this Contract;
 - A. Owner's Notification of Award
 - B. Performance Security
 - C. Bid Form, Program of Works and the Bill of Quantities with bid prices of the Supplier
 - D. General and the Special Conditions of the Contract
 - E. Specifications, Plans & Drawings
 - F. Approved Resolution to Award
3. Contract duration or completion period shall commence on the date of receipt of the Notice to Proceed by the Supplier, or on the date specified in the Notice to Proceed if a date is specified for the purpose;
4. The amount of liquidated damages (LD) deductible from payments, due to Supplier, shall be one tenth of one percent (0.1%) of the cost of the unperformed portion of the Contract for every day of delay. Once the cumulative amount of LD reached 10% of the amount of this Contract, the owner shall rescind this contract without prejudice to other courses of action and remedies open to it;
5. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Supplier, the **Supplier** hereby covenants, with the **Owner**, to execute and complete such Works and to remedy defects therein in conformity in all respect with the provisions of the Contract;

6. The **Owner** hereby covenants to pay the Supplier in consideration of the execution and completion of such Works 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 times and in the manner prescribed by the Contract;
7. The Contract Price shall be paid to the Supplier through the Government disbursement procedure subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of R.A. 9184.

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

SIGNED, SEALED, AND DELIVERED BY:

SALUSTIANO T. JIMENEZ, CESO VI
 OIC-Office of the Asst. Regional Director
 Concurrent OIC- Office of the Schs. Division
 Superintendent

OWNER

CHRISTOPHIA L. BOLLOS
 Proprietor

Plaza Maria Luisa Suites Inn
SUPPLIER

SIGNED IN THE PRESENCE OF:

LELANIE T. CABRERA-CESE
 Asst. Schools Division Superintendent
 Division of Negros Oriental

LOVELY H. LOGRONIO
 CONTRACTOR'S WITNESS

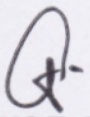
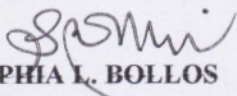
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REPUBLIC OF THE PHILIPPINES)
CITY OF DUMAGUETE CITY) s.s.

ACKNOWLEDGEMENT

MAY 05 2017

BEFORE ME, a Notary Public in and for DUMAGUETE CITY, Philippines, this _____ day of _____, 20____ personally appeared:

<u>NAME</u>	<u>RESIDENCE CERTIFICATE</u>		
	<u>Number</u>	<u>Issued On</u>	<u>Issued at</u>
 SALUSTIANO T. JIMENEZ, CESO VI OWNER	<u>25392004</u>	<u>2/07/17</u>	<u>DUMAGUETE CITY</u>
 CHRISTOPHIA L. BOLLOS SUPPLIER	<u>25392698</u>	<u>1/10/17</u>	<u>Dumaguete City</u>

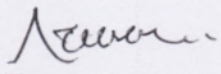
Known to me to be the same persons who executed the foregoing instrument and they acknowledge to me the same is their free and voluntary act and deed and that of the offices they respectively represent.

The foregoing instrument is an Contract Agreement consisting of three (3) pages including this page on which this Acknowledgement is written and signed by the parties hereto and their instrumental witnesses on the left margin of each and every page hereof.

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

NOTARY PUBLIC
Until Dec. 31, 20__

Page No. 16 ;
Doc. No. 04 ;
Book No. 04 ;
Series of 20 17


ATTY. JOSE G. HERNANDEZ, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
PTR No. 0946364 1-18-17
SIBULAN, NEGROS ORIENTAL
IBP No. 1042149 12-20-16
DUMAGUETE CITY
ROLL No. 21492