

## PROCUREMENT CONTRACT

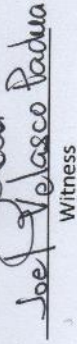
### (CATERING SERVICES FOR THE REGIONAL YES-O SUMMIT)


**THIS AGREEMENT** made in the 28<sup>th</sup> day of November 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, PhD, CESO V**, Regional Director, of the one part and JODAIZY'S FOOD PRODUCTS AND CATERING SERVICES of 79C Lower Balacbac Interior, Westernlink Circumferential Road, Baguio City, a duly registered business in the Philippines (hereinafter called "the Supplier") represented by **DAISY B. OLOWAN**, the authorized representative, of the other part:

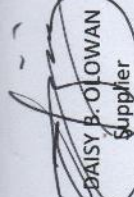
**WHEREAS**, the Entity invited Bids for certain goods and ancillary services, viz., "**Catering Services for the Regional YES-O Summit**" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **NINE HUNDRED THIRTY SEVEN THOUSAND AND FIVE HUNDRED PESOS (Php 937,500.00) ONLY** (hereinafter called "the Contact Price").

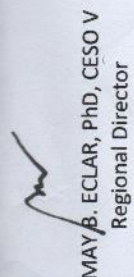
#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 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 December 17 to 19, 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.

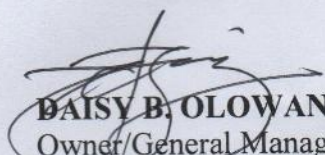
  
Joe P. Velasco Padua  
Witness

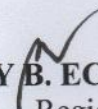
  
CRENCIO T. GAMAY, PHD.  
Project Development Officer IV

  
DAISY B. OLOWAN  
Supplier

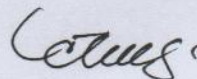
  
MAY B. ECLAR, PHD, CESO V  
Regional Director

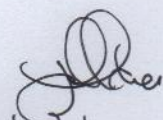
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**DAISY B. OLOWAN**  
Owner/General Manager  
JODAIZY'S Food Products and  
Catering Services

  
**MAY B. ECLAR, Ph.D, CESO V**  
Regional Director  
DepEd-CAR

**WINESES:**

  
**CRESENCIO T. GAMAY, Ph.D.**  
Project Development Officer IV

  
**Joel Velasco Padua**  
JODAIZY'S Food Products and Catering Services

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
\_\_\_\_\_ ) Sc.

**BEFORE ME** a Notary Public for and in the  
\_\_\_\_\_ this **NOV 28 2019** day of \_\_\_\_\_

Personally appeared the following:

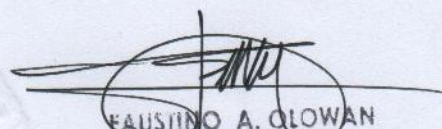
NAME	GOVERNMENT ID	DATE/PLACE ISSUED
MAY B. ECLAR	UMID CRN.006-0079-9814	_____
DAISY B. OLOWAN	PHILIPPINE PASSPORT	DFA BAGUIO / 18 NOV 2016

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.



  
**FAUSTINO A. OLOWAN**  
Notary Public  
Notarial Commission expires on December 31, 2020  
Serial No. N.A. 101-NC-19-R; 14 January 2019; Baguio City  
Privilege Tax Receipt No. 3954565; 07 January 2019; Baguio City  
BP OR Membership No. 02798; 03 January 2019; Baguio-Benguet Chapter  
MCLE Compliance No. V-0023461; April 14, 2019; Pasig  
Roll No. 40936, April 13, 1996; TR: 120-999-191  
Doc. No. 466 Page No. 94 Book No. 8811 Series of 2019