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

CONTRACT : Service Provider for the Conduct of Digital Competency Development Program

REFERENCE : DAR BAC Resolution No. 26 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of September 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 **Enderun Colleges**, of 1100 Campus Avenue, Mckinley Hill, Pinagsama, Taguig City 1630, (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of Service Provider for the Conduct of Digital Competency Development Program and has accepted a Bid by the Service Provider for the said services, in the sum of **Philippine Pesos Three Million Ninety-Five Thousand only (P3,095,000.00)** inclusive of all applicable taxes (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 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);
 - ii. Schedule of Requirements;
 - iii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. 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;

DAR BUDGET DIVISION	
02-101101-2021	09-05853
02-102101-2021	09-05853
P.A.P.: 2000000000000000	Date: 9.22.2021
Fund: 101	Acct. Code: 5020201002
Resp. Code: TRCDS	Amount: P3,095,000.
	Control #: 1271

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.

iii. Performance Security;

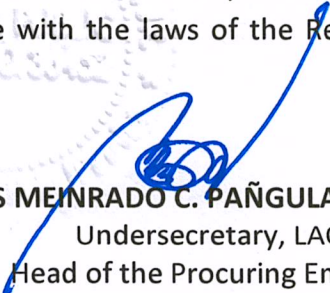
iv. Notice of Award of Contract and the Bidder's conforme thereto; and


v. 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 Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to conduct the Digital Competency Development Program and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the conduct of the Digital Competency Development Program 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 case of delays in the delivery/performance of the required services specified in this Contract due to the Service Provider'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 may rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.


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.


ATTY. LUIS MEINRADO C. PAÑGULAYAN, MNSA, CESO I
Undersecretary, LAO
Head of the Procuring Entity
PROCURING ENTITY


DANIEL H. PEREZ
Senior Vice-President
Enderun Colleges, Inc.
SERVICE PROVIDER


SUSAN R. SERRANO
Director IV, ARCDs

WITNESSES:


NICOLE JESSICA SABATER
Asst. Operations Manager
Enderun Colleges, Inc.

Certified Funds Available:



REPUBLIC OF THE PHILIPPINES) S.S.

MAKATI CITY CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for MAKATI CITY City, Philippines, this SEP 09 2021 day of September 2021 personally appeared:

Name	Competent Evidence of Identity
ATTY. LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
DANIEL H. PEREZ	TIN No. 232-818-808

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.

NOTARY PUBLIC
Until December 31, 2021

Doc. No. 31
Page No. 02
Book No. 211
Series of 2021

[Signature]
ATTY. JOHN DOMINGO A. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-92/MAKATI CITY
UNTIL DECEMBER 31, 2021
(per Supreme Court En Banc Resolution
dated June 22, 2021)
PTR No. 8530267/01-04-2021/MAKATI CITY
IBP No. 142544/01-04-2021/RIZAL
MCLE COMPLIANCE No. VI-0027026/05-28-2019
ROLL NO. 36452/TIN No. 106-099-162-000
Unit G-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, Pio del Pilar,
Makati City, Metro Manila