PROCUREMENT OF CATERING SERVICES DURING THE CONDUCT OF TRAINING ON DAMAGE ASSESSMENT FOR HVCDP COMMODITIES (LIVE TRAINING) OF THE CROPS DIVISION

CONTRACT AGREEMENT No: 2021-095

THIS AGREEMENT, made this <u>16th</u> day of <u>July</u>, <u>2021</u> between <u>Provincial</u> <u>Agriculturist Office</u> of Provincial Government of Bohol (hereinafter called the "Entity") and <u>ALTA CEBU VILLAGE GARDEN RESORT</u>, <u>INC.</u> of San Isidro, Baclayon, Bohol (hereinafter called the "the Supplier").

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the PROCUREMENT OF CATERING SERVICES DURING THE CONDUCT OF TRAINING ON DAMAGE ASSESSMENT FOR HVCDP COMMODITIES (LIVE TRAINING) OF THE CROPS DIVISION and has been accepted a Bid by the Supplier for the supply of those goods and services in the sum of \$\frac{p}{323}\$, 250.00 in Three Hundred Twenty-Three Thousand and Two Hundred Fifty Pesos Only.

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 hereinafter 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 part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of the Contract; and;

Activity No.	Description	Unit	Qty.	Unit Price	Amount
1	Conduct Training on Damage Assessment for HVCDP Commodities (For 3 Days)	PAX	50	2,155.00	323, 250.00
	TOTAL			>>>>	≯ 323, 250.00

Three Hundred Twenty-Three Thousand and Two Hundred Fifty Pesos Only

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; 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 for the sum of Three Hundred Twenty-Three Thousand and Two Hundred Fifty Pesos Only or such other sums as may be ascertained, ALTA CEBU VILLAGE GARDEN RESORT, INC. agrees to the CATERING SERVICES DURING THE CONDUCT OF TRAINING ON DAMAGE ASSESSMENT FOR HVCDP COMMODITIES (LIVE TRAINING) OF THE CROPS DIVISION in accordance with his/her/its Bid.
- 4. The **Provincial Agriculturist Office** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
- 5. In consideration of the payments to be made by the Entity to the Supplier, as earlier mentioned, the Supplier hereby covenants with the Entity to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.
- 6. The Supplier agrees to comply with the technical requirements for each type of events. See attached **Menu** for the details.
- 7. In the event that the actual number of attendees is more than the agreed number stipulated in **Purchase Request** of this contract, the Entity shall pay the corresponding difference.
- 8. The Entity shall be obliged to pay the Supplier based only on the actual attendees, provided that the latter is informed within 5 working days before the scheduled date of the activity of the changes on the catering and accommodation services requirement that may arise.
- 9. The Supplier shall be required to serve homegrown Boholano food products.
- 10. The Supplier agrees to observe the "Zero Single-Use Plastics Policy" as per Memorandum by the Provincial Government in support to the Green Public Procurement Program in adherence to GPPB Resolution No. 25-2017.
- 11. The Entity shall furnish to the Supplier the original copy of the Guest Folio, Attendance Sheet and Inspection and Acceptance Report immediately after each activity conducted.
- 12. The total cost of catering and accommodation services shall include the use of the premises of the Supplier at no extra cost. However, should the place designated by the Supplier be different, the arrangement and cost of such place which should be acceptable to the Entity shall be the responsibility of the Supplier.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this $16^{\rm th}$ day of July, 2021 in Tagbilaran, Philippines.

PROVINCIAL GOV'T OF BOHOL

ALTA CEBU VILLAGE GARDEN RESORT, INC.

The Supplier

BY:

BY:

ATTY. ARTHUR C. YAF

d Governor

BY:

MS. CHERRY ANN E. TARQUINO

Representative 2nd Party

MS. STELLA MARIE V ARTUBAL

SPA Dated: Waly 1/20

Notarized By. Atty. Adam Relson Jala

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

PROVINCE OF BOHOL CITY OF TAGBILARAN

12 AUG 2021

Before me, this ____ day of _______, City of Tagbilaran, Bohol, Philippines, personally appeared Honorable Governor Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. 19141 and Ms. Stella Marie U. Artubal with Driver's License No. G14-09-001929 known to me to be the same persons who executed the foregoing Memorandum of Agreement, and they acknowledge to me that the same is legally entered into.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of ____, 2021 in Tagbilaran City, Bohol, Philippines.

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NOTARY PUBLIC FOR LAGRICADIA DIVE. BOHEL

COMM. EXPIRES ON DEC. 31, 2021

3/F PAMUCAS BLUG. J.A. CLARIN SIREET

CIAMPAS DIST TAGBIL ARAN CITY BOHOL

POLL NO. 53192 IBP 08893. FIN 232-194-746

MGLE COMPL. NO. VI-DOD6672 VALID UNTIL 4-14-22

PTR NO. 0845884 12-15-20. FOR 2021