PROCUREMENT OF MEALS AND SNACKS DURING THE INTER-AGENCY COORDINATION/ MEETING WITH LGUS, NGAS WITH PROVINCIAL OFFICES AND GOVERNMENT AGENCIES

CONTRACT AGREEMENT

No: 2022-404

THIS AGREEMENT, made this <u>12TH</u> day of <u>December</u>, 2022 between the <u>Provincial</u> Government of Bohol (hereinafter called the "Entity") and <u>PANDA TEA GARDEN</u> <u>SUITES</u> of 0655 J.A. Clarin St., Dao District, Tagbilaran City, Bohol (hereinafter called the "the Supplier").

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the MEALS AND SNACKS DURING THE INTER-AGENCY COORDINATION/ MEETING WITH LGUS, NGAS WITH PROVINCIAL OFFICES AND GOVERNMENT AGENCIES and has been accepted a Bid by the Supplier for the supply of those goods and services in the sum of <u>P 610,400.00</u> in Six Hundred Ten Thousand Four Hundred 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.:
 - Philippine Bidding Documents (PBD\$);

ii.

- Schedule of Requirements;
- Technical Specifications;
- iii. General and Special Conditions of the Contract; and;

Acti v ity No.	Description	Unit	Qty.	Unit Price	Amount
	Provision of Meals and Snacks during the Inter-Agency Coordination/ Meeting with LGUs, NGAs with Provincial Offices and Government Agencies				
1	Meals	Pax	700	349.00	244,300.00
2	Snacks	Pax	700	149.00	104,300.00
3	Meals	Pax	700	274.00	191,800.00
4	Snacks	Pax	700	100.00	70,800.00
	TOTAL			>>>>	610,400.00

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;

- iii. 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.
- In consideration for the sum of Six Hundred Ten Thousand Four Hundred Pesos
 Only or such other sums as may be ascertained, PANDA TEA GARDEN SUITES
 agrees to the MEALS AND SNACKS DURING THE INTER-AGENCY
 COORDINATION/ MEETING WITH LGUS, NGAS WITH PROVINCIAL OFFICES
 AND GOVERNMENT AGENCIES in accordance with his/her/its Bid.
- 4. The **Provincial Government of Bohol** 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.
- The Supplier agrees to comply with the technical requirements for each type of events. See attached **Menu** for the details.
- In the event that the actual number of 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.
- 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 12th day of December, 2022 in Tagbilaran, Philippines.

PROVINCIAL GOV'T OF BOHOL BY:	PANDA TEA GARDEN SUITES The Supplier
ACTERIA C CASERTE PROVINCIAL COMMISTRATOR ERICO ARISTOTLE C. AUMENTADO	MRS. RACHELLE N. SOMBRIO Representative 2nd Party
ACKNOWLED	GEMENT
REPUBLIC OF THE PHILIPPINES) PROVINCE OF BOHOL) CITY OF TAGBILARAN)	
Before me, this day of Philippines, personally appeared Honorable representing the Provincial Government of Bo Rachelle N. Sombrio with PhilHealth ID No. same persons who executed the foregoing acknowledge to me that the same is legally en	shol with Employee ID No. 2257 and Mrs. 12-050249648-3 known to me to be the Memorandum of Agreement, and they
IN WITNESS, WHEREOF, I have hereu seal this day of, 2022 in Tagbila, 2022 in Tagbila	aran City, Bohol, Philippines. ATTY, KATHERINE C. SARVE Catolin Lay and Ready STATE Contain Tabilitani City NOT RY THE Count December 11, 2022 118 Md 2037-820, Notember 10, 2021, 10, 79122 NCS No 2021-72, 119, 744, 175-019-000