

2023-04-0057
APRIL 26, 2023
Contract Agreement Form



THIS AGREEMENT made on the 26th day of April 2023 between **AGRICULTURAL TRAINING INSTITUTE - REGIONAL TRAINING CENTER I** at Tebag East, Sta. Barbara, Pangasinan, Philippines hereinafter called "the Entity" of the one part and **ST. MARY'S PWD MULTIPURPOSE COOPERATIVE** with business address at Sitio Aliguas, Libsong East, Lingayen, Pangasinan hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Procurement of Catering Services for the Season-Long Training of Trainers on Rice-Based Integrated Farming System for AEWs: A DUR-AS ATI Initiative* with *Project No. 2023-03-0077* and has accepted a Bid for the provision of catering services in the sum of *One Million Five Hundred Eighty Thousand Four Hundred Pesos (Php 1,580,400.00)* (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 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;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
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 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.
5. The Entity hereby covenants to pay the Supplier in accordance with the cost of the actual services and payment shall be made sending a monthly statement of account/billing.
6. In the event that the expected participants failed a hundred percent attendance as per reservation, the reserved food for the participants for the first week of the activity shall be paid in full while the succeeding days shall be paid in the actual number of participants.

Handwritten signatures and initials in blue ink at the bottom of the page.

7. The Agricultural Training Institute – Region 1 is responsible for the Payment of additional meals served in excess of the reserved number of participants.

8. That the supplier shall observe the prescribed hour when snacks and meals shall be served.

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.

Binding Signature of the PROCURING ENTITY

Binding Signature of the Supplier

ROGELIO C. EVANGELISTA, DPA
Center Director

JOSEFA L. AQUINO
Manager

WITNESSES:

AMOR JOYCE M. MARCELO, CPA
Administrative Officer IV/Acting Accountant

MARIETA G. CAPUA
Representative

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Pangasinan) S.S.
City of Dagupan)

Before me, this 26 APR 2023 day of April, 2023 personally appeared **DR. ROGELIO C. EVANGELISTA** with Residence Certificate No. 22184273 issued at Mangaldan, Pangasinan on January 4, 2023 and **MS. JOSEFA L. AQUINO** with Residence Certificate No. 00220957 issued at Lingayen, Pangasinan on January 16, 2023 both known to me to be the same persons who executed the foregoing contract and acknowledged to me that the same is their voluntary act and deed. The foregoing instrument consisting of the two (2) pages including this page in which the acknowledgement is written and signed by the parties and their instrumental witnesses on each and every page thereof and sealed the notarial seal.

WITNESSETH MY HAND AND SEAL.

Notary Public

Doc No. 82
Page No. 18
Book No. I
Series of 2023

ATTY. STEPHEN CLIFFORD O. TUBANA
NOTARY PUBLIC until DECEMBER 31, 2024
SNC NP-20-2023; Roll no. 81241
PTR No. 1444909-01/03/2023- Sallapadan
JDP No. 240440- Abra;
MCLE Compliance No. VIII-0000270
Stall No. 50, Phase II, Mangaldan Public
Market, Mangaldan, Pangasinan