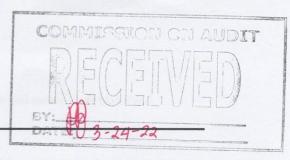
2022 - 08 - 0039 MARCH 19, 2022 Contract Agreement Form



THIS AGREEMENT made on the 19th day of March 2022 between AGRICULTURAL TRAINING INSTITUTE - REGIONAL TRAINING CENTER I at Tebag East, Sta. Barbara, Pangasinan, Philippines hereinafter called "the Entity" of the one part and EL JARDINE FOOD CATERING AND MANAGEMENT SERVICES with business address at Libsong West, Lingayen, Pangasinan hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Provision of Catering Services for the Five (5) batches of Training of Trainings on High Quality Inbred Rice and Seeds, and Farm Mechanization on various dates to be conducted at ATI-RTC 1, Tebag East, Sta. Barbara, Pangasinan and has accepted a Bid for the provision of catering services in the sum of One Million Seven Hundred Eleven Thousand Five Hundred Pesos (Php 1,711,500.00) (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 after the completion of each batch of the training.
- 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 day shall be paid in full and the payment for the succeeding days shall depend on the actual number of participants.

7. 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

ROGELIO C. EVANGELISTA, DPA

Center Director

WITNESSES:

AMOR JOYCE M. MARCELO
Administrative Officer IV/Acting Accountant

Binding Signature of the Supplier

SUZETTE C XMOR

Proprietor

ROSARIO JANE B. POSADAS

Representative

ACKNOWLEDGEMENT

Republic of the Philippines Province of Pangasinan

Province of Pangasinan) S.S.
City of Dagupan

Before me, this 19th day of March, 2022 personally appeared DR. ROGELIO C. EVANGELISTA with Residence Certificate No. 22170857 issued at Mangaldan, Pangasinan on January 21, 2022 and MS. SUZETTE C. AMOR with Residence Certificate No. 27204802 issued at Lingayen, Pangasinan on January 4, 2022 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.

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 Book No.
 ×1x

 Series of 2022

ATTY. MELVIN C. CASTRO
Notary Publiary Public
UNTIL DECEMBER 31, 2023
COM. SN. 12-06-2021-L-009
'TR NO. 8606211 / 01-03-2022
LINGAYEN, PANGASINAN
MCLE NO. VI0003170
ROLL OF ATTY. NO. 29986
IBP LIFETIME NO. 017928