



Republic of the Philippines
CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

CONTRACT AGREEMENT

FOR THE PROJECT
ILOILO TEAM BUILDING 2023 OF ILOILO INTERNATIONAL AIRPORT

Contract ID No. BSVP 2023-032

KNOW ALL MEN BY THESE PRESENTS;

This Contract is made and entered into this NOV 10 2023 at Iloilo, Philippines

by and between:

The Government Republic of the Philippines, through the **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, Iloilo International Airport represented herein by **MANUELA LUISA F. PALMA**, in her capacity as Airport Manager I, Iloilo International Airport, duly authorized for this purpose, with office address at Iloilo International Airport, Brgy. Gaub, Cabatuan, Iloilo, hereinafter referred to as the "PROCURING ENTITY";

-and-

BEARLAND PARADISE RESORT a Company, duly organized and existing by virtue of Laws of the Republic of the Philippines with office address at Brgy. Tanrael, Tigbauan, Iloilo, represented by **TWEETY MAY URGEL**, Authorized Representative as PARTY OF THE SECOND PARTY, hereinafter referred to as the "CONTRACTOR" Who has been duly authorized for its purpose;

WITNESSETH:

WHEREAS, in accordance with the advertisement of the PROCURING ENTITY published/posted in accordance with the Revised Implementing Rules and Regulations of RA 9184, the CONTRACTOR & other contractors/bidders submitted bids to the **ILOILO TEAM BUILDING 2023 OF ILOILO INTERNATIONAL AIRPORT**, in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project, by the recommendation of the Bids and Awards Committee (BAC) and stated on the approved Annual Procurement Plan for 2023, which was approved by the Head of the Procuring Entity, has been considered thru Small Value Procurement;

WHEREAS, after the opening of quotation on last **October 27, 2023**, the bid price of the CONTRACTOR was found to be the **Single Calculated Responsive Quotation**;

WHEREAS, under Resolution No. **BSVP 2023-032-02** dated **November 8, 2023**, the BAC recommends the award to the **BEARLAND PARADISE RESORT** as the winning Bidder in the amount of **Two Hundred Sixty Two Thousand Pesos (₱ 262,000.00)**.

NOW, THEREFORE, for and in consideration of the foregoing premises, and covenants hereinafter set forth, the parties hereto have agreed as follows:

1. That PROCURING ENTITY and CONTRACTOR shall abide by the provisions and specifications stated on the following documents, which shall be included in this Contract (whichever is applicable):

- a. Invitation to Bid or Request For Quotation, if any;
- b. Specifications
- c. Eligibility Requirements:
 - d.1. Registration Certificate from SEC, DTI for Sole proprietorship, CDA for cooperatives
 - d.2. Mayor's Permit/Business Permit
 - d.3. Statement of all On-going & Completed Government & Private Contracts
 - d.4. Latest Audited Financial Statements Stamped Received by BIR
 - d.5. Annual Income Tax Return
 - d.6. Omnibus Sworn Statement in accordance with Section 25.2 (b.) (iv) of the Revised IRR of R.A. 9184
- d. Bid Bulletin, if any;
- e. Notice of Award of Contract and Contractor's "Conforme" thereto;
- f. Purchase Order or Notice to Proceed, whichever is applicable;
- g. Other contract documents that may be required by existing laws and / or the agency concerned.

2. The PROCURING ENTITY and the CONTRACTOR hereby agrees that the SCOPE OF WORK shall be the **ILOILO TEAM BUILDING 2023 OF ILOILO INTERNATIONAL AIRPORT**;

3. That PROCURING ENTITY shall pay the CONTRACTOR upon the former's satisfaction in the total amount of **Two Hundred Sixty-Two Thousand Pesos (₱ 262,000.00)** in Philippine Currency. However, the CONTRACTOR may opt to collect at least fifty (50%) percent of the fee provided that they have accomplished at least fifty (50%) percent of the project per evaluation and satisfaction of the PROCURING ENTITY;

4. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the goods/services and remedy any defects therein in conformity with the provision of this CONTRACT AGREEMENT in all respects;

5. That the CONTRACTOR will fully & faithfully furnish all required services and will complete the said contract for the **ILOILO TEAM BUILDING 2023 OF ILOILO INTERNATIONAL AIRPORT** and hereby agrees to complete the Contract which shall commence within seven (7) calendar days after upon the receipt of Notice to Proceed;

6. The CONTRACTOR shall, at its proper cost and expense, fully and faithfully deliver the goods enumerated below:

ITEM NO.	QTY	UNIT	ARTICLE AND DESCRIPTION	BIDDER'S PRICES OFFERED
				A.
1.0			FOOD, VENUE AND ACCOMODATION	
			<i>Check In: November 15, 2023</i>	
			<i>Check Out: November 18, 2023</i>	
			DAY 1	
	105	pax	PM Snacks	10,500.00

	105	pax	Dinner	40,950.00
	105	pax	Breakfast	21,000.00
	105	pax	AM Snacks	10,500.00
			DAY 2	
	105	pax	PM Snacks	10,500.00
	105	pax	Dinner	40,950.00
	105	pax	Breakfast	21,000.00
	105	pax	AM Snacks	10,500.00
			DAY 3	
	105	pax	PM Snacks	10,500.00
	105	pax	Dinner	40,950.00
	105	pax	Breakfast	21,000.00
	105	pax	AM Snacks	10,500.00
2.0	1	lot	GAMES MATERIALS AND PRIZES (rope, mugs, flaglets, crayons, cartolina, illustration board)	13,150.00

I. Delivery and Schedule of Requirements

1. FOOD

PM Snacks	02:00 PM
Dinner	06:30 PM
Breakfast	06:30 AM
AM Snacks	09:00 AM

I.1.b Bidders must attach the menu proposal.

I.1.c Delivery schedule is subject to change. New delivery date shall be coordinated 3 days prior to delivery.

2. Accommodation:

I.2.1 Hotel/Resort must accommodate 105 pax for 4 days and 3 nights stay

II. Games, Materials and Prizes

1. Games

Materials

II.1 Materials shall be used for the three days

II. Terms of Payment

The service provider must issue a billing statement and proof of deliverables/ means of verification before the processing of any payment.			
		TOTAL	P 262,000.00

The CONTRACTOR shall furnish all the goods and services necessary for the aforementioned project to be completed in accordance with the provisions of the Revised IRR of RA 9184 and other related documents which are hereby made and incorporated in this contract;

7. The CONTRACTOR warrants that he has not given nor promised to give any money or gifts to any employee/official of the PROCURING ENTITY (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;

8. The CONTRACTOR shall not assign, transfer, pledge, sub-contract or make such any other dispositions of the Contract or any part or interest therein except upon written notice to and prior approval of the PROCURING ENTITY. The approval of the sub-contract shall not relieve the CONTRACTOR from any liability or obligation under this Contract Agreement;

9. The provisions of R.A. 9184 and its Implementing Rules and Regulations Part A, as amended, on liquidated damages which shall be payable by the CONTRACTOR in case of breach thereof. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PROCURING ENTITY shall rescind the contract, without prejudice to other courses of action and remedies open to it;

10. The PROCURING ENTITY reserve the right to unilaterally rescind/terminate/revoke this Contract even before its expiration whenever determined that the CONTRACTOR's accomplishment/performance is unsatisfactory, based on specifications and accomplishment report duly submitted/prepared by the PROCURING ENTITY's duly authorized representatives;

11. The parties hereby mutually agree that in case of court suit/litigation arising from this Contract, the same shall be filed with the court of appropriate jurisdiction within Iloilo City;

12. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on NOV 10 2023 at Province of Iloilo.

Government of the Republic of
the Philippines

**CIVIL AVIATION
AUTHORITY OF THE
PHILIPPINES**

(Procuring Entity)


**BEARLAND PARADISE
RESORT**

(Contractor)


BY:

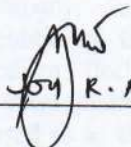
BY:


MANUELA LUISA F. PALMA
Airport Manager I
Iloilo International Airport


TWEETY MAY URGEL
Authorized Representative

WITNESSES:


ZIPPORAH JONI GRACE J. ZABALA


SHARON JOY R. RUON

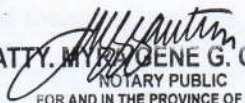
ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the _____, personally appeared **MANUELA LUISA F. PALMA**, Airport Manager I, Iloilo International Airport, representing the **REPUBLIC OF THE PHILIPPINES (Civil Aviation Authority of the Philippines)**, with GIID CAAP No. 3073 and **TWEETY MAY URGEL, BEARLAND PARADISE RESORT**, with Tax Identification Number (TIN) _____, known to me to be the same persons who executed the foregoing **CONTRACT** and **AGREEMENT** and the acknowledged to me that the same is their true act and deed for and in behalf of the parties the represented.

This instrument consisting of Five (5) pages, including this page, on which the acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of NOV 10 2023, 2023 at Tigbauan, Iloilo.

Doc. No. 34 ;
Page No. 6 ;
Book No. III ;
Series of 2023.


ATTY. MYRTA GENE G. GAUTIER
NOTARY PUBLIC
FOR AND IN THE PROVINCE OF ILOILO
ALLERA ST., BRGY. 8 POBLACION, TIGBAUAN, ILOILO, 6021
NOTARIAL COMMISSION NO. 2023-03
VALID UNTIL: DECEMBER 31, 2024
PTR NO. 5230590 / TIGBAUAN, ILOILO / MAY 12, 2022
IBP NO. 345608 / PASIG CITY / MAY 15, 2023
ROLL NO. B5825
MCLE COMPLIANCE VALID UNTIL APRIL 2026