

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 20 day of February 2024 at Quezon City, Philippines by and between:

MAR 20 2024

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC-Executive Director, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

The **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at **Brgy. Capipisa, Tanza, Cavite** represented in this Act by its **Authorized Representative, LARRY P. FRANCO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot **MEALS AND ACCOMMODATION FOR THE CONDUCT OF PMT EXIT CONFERENCE OF REGION IV-A (CALABARZON) on March 21-22, 2024 in Cavite** with approved PR No. 24-02-056 and sent through email to three (3) prospective bidders;

WHEREAS, the **SUPPLIER** is engaged in meals and accommodation services and had submitted its quotation;

WHEREAS, the opening of bid was undertaken on February 26, 2024 and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as Single Calculated and Responsive Bid, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

WHEREAS, **PCAF** issued the Notice of Award to the **SUPPLIER** on **February 26, 2024**;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to the following terms and conditions:

A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **One Hundred Twenty Thousand Pesos (Php 120,000.00)** to **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** for the procurement of one (1) lot **MEALS AND ACCOMMODATION FOR THE CONDUCT OF PMT EXIT CONFERENCE OF REGION IV-A (CALABARZON) on March 21-22, 2024 in Cavite**; and
2. Pay the **SUPPLIER** after completion of the activity and receipt of the billing statement.

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B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required food and accommodation services for the conduct of the **PMT EXIT CONFERENCE OF REGION IV-A (CALABARZON) on March 21-22, 2024** for the total amount of **One Hundred Twenty Thousand Pesos (Php 120,000.00)**, as follows:

● **Live in package for 1 full-day for 50 pax**

Inclusions:

Room accommodation

- Fully air-conditioned rooms
- 17 triple-sharing rooms with individual beds

Provision of the following:

- Electric kettle/ hot water
- Coffee, tea, sugar inside the rooms
- Bottled water
- Free Wi-fi access in all rooms and conference room
- Cable television
- Hot and cold shower

● **Food**

- Meals on the 1st day (Buffet Dinner)
- Meals on the 2nd day (Buffet Breakfast, AM Snacks, Managed Buffet Lunch, and PM Snacks)

● **Meal arrangement (managed buffet)**

- Soup
- 2 main courses
- Vegetables
- Rice
- Dessert
- Drinks
- No cream-dory

● **Function Hall/Conference Room**

- Free use of conference/function hall for 1 day
- Free use of basic lights and sound system (microphones)
- Free use of electricity for laptops, LCDs, and printers
- Free use of LCD projector and widescreen

Provision of the following:

- Wi-Fi
- Tablecloth and seat cover
- Candies/mints and peanuts
- Whiteboard with board markers and erasers
- Notepads and pencils
- Alcohol in conspicuous spaces in the venue
- Free flowing brewed coffee/tea and water
- Electrical extension cords
- Complimentary tarpaulin and welcome streamer

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2. Bill the **PCAF** for the food and accommodation services; and

Name of Bank/Branch	LandBank of the Philippines/Rosario Branch
Bank Account Name	Tanza Oasis Hotel and Resort
Bank Account Number	2712-1025-54

Direct billing: 100% payment upon completion

3. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

D. GENERAL PROVISIONS

The parties shall mutually agree to perform, fulfill, and abide with all the provisions and requirements, and on all matters contained or could be reasonably inferred from the Contract.

E. AMENDMENT

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed by both parties in writing.

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[Signature]

[Signature]

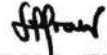
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 20 day of February, 2024 at Quezon City, Philippines.

MAR 20 2024


PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES
PCAF

TANZA OASIS HOTEL AND RESORT
SUPPLIER

JULIETA E. OPULENCIA
OIC-Executive Director


LARRY P. FRANCO
Assistant Sales Manager

SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Chief, PMKMD


MS. MAY ANNE M. BUENVIAJE
Witness

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 120,000
BS No. 02-101101-2024-03-215

FUNDS AVAILABLE: 120,000.
Control No. 101-14-03-094


JOSE REDENTOR H. BESENIO
Asst. Division Chief, AFMD &
Chief, Budget Section


MARIA DUINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) s.s.

Before me, Notary Public, for and in QUEZON CITY this MAR 20 2024 day of 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
Julieta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Larry P. Franco	SSS # 33-3483278-9	Quezon City	

WITNESS MY HAND AND SEAL, on the date and place above written.

Notary Public

Handwritten signature
Handwritten initials
ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION # 57929 UNTIL DEC. 31, 2024 Q.C.
DPOS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 380703 / 12-29-23 / QUEZON CITY
PTR NO. 5428107 / 01-02-24/QUEZON CITY
ROLL OF ATTORNEY'S NO. 58070
MCLE NO. VII-0028698 Until 04/14/25
TIN NO. 243-985-918

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