

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this MAR 12 2024 day of February 2024 at Quezon City, Philippines by and between:

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 **MO2 WESTOWN Hotel**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Benigno Aquino Ave., Mandurriao, Iloilo City, Iloilo represented in this Act by its **Authorized Representative, RONELY MAY P. ANDRADA**, 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 VI (WESTERN VISAYAS) on March 14-15, 2024 in Iloilo City with approved PR No. 24-02-057 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 Five Thousand Pesos (Php 105,000.00) to MO2 Westown Hotel for the procurement of one (1) lot MEALS AND ACCOMMODATION FOR THE CONDUCT OF PMT EXIT CONFERENCE OF REGION VI (WESTERN VISAYAS) on March 14-15, 2024 in Iloilo City; and
2. Pay the **SUPPLIER** after completion of the activity and receipt of the billing statement.

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required food and accommodation services for the conduct of the **PMT EXIT CONFERENCE OF REGION VI (WESTERN VISAYAS) on March 14-15, 2024** for the total amount of **One Hundred Five Thousand Pesos (Php 105,000.00)**, 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



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

Name of Bank/Branch	METROBANK
Bank Account Name	MOL WESTOWN HOTEL
Bank Account Number	0007-4999-92924

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.




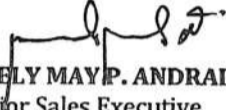
MAR 12 2024

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

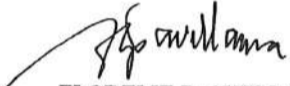
**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

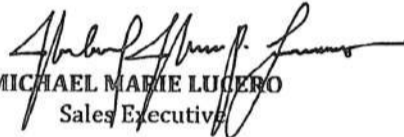
MO2 WESTOWN HOTEL
SUPPLIER


JULIETA E. OPULENCIA
OIC-Executive Director


RONELY MAY P. ANDRADA
Senior Sales Executive

SIGNED IN THE PRESENCE OF:



FLORELIZ P. AVELLANA
Chief, PMKMD


MICHAEL MARIE LUCERO
Sales Executive

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 105,000
BS No. 02-101101-2024 07 179

FUNDS AVAILABLE: ₱ 105,000
Control No. 10-2024-03-092


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


MARIELOUISE GONZALES
Chief, Accounting Section



ACKNOWLEDGEMENT


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

MAR 12 2024

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

Affiant	ID	Issued at	Issued on
Juljeta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Ronely May P. Andrada	F20-21-000241	ILIGAN CITY	MAY 19, 2020

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


ATTY. MANNY V. GRASASIN
NOTARY PUBLIC
COMMISSION NO. 123456789, EC. 31, 2024 Q.G.
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. 56070
MCLE NO. VII-0028698 Until 04/14/25
TIN NO. 243-085-918

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PCAF-Contract-2024- 010