

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

MAY 30 2024

This Contract of Agreement made and entered into this ___ day of ___ 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-

BUTUAN SOUTHVILLE HOTEL AND RESTAURANT, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Purok 6, Villa Kananga, Butuan City, represented in this Act by its Sales and Marketing Officer and Authorized Representative, APRIL L. BANABAYAC, hereinafter referred to as the SUPPLIER.

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WITNESSETH

WHEREAS, the PCAF requested the procurement of One (1) lot of meals and accommodation for the conduct of orientation for newly recruited AFCs and newly designated counterparts on June 5-7, 2024, in Purok 6, Villa Kananga, Butuan City, with approved PR No. 24-05-198 and sent through email to three (3) prospective bidders,

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

WHEREAS, the opening of the bid was undertaken on May 16, 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 May 20, 2024;

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

PAID
Received by:
Date:

Section 1

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required food and venue on June 5-6, 2024, to the Sixty-Three (63) participants of PCAF;
2. Ensure that all the services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of superior knowledge and skill engaged in similar services under analogous circumstances;
3. Issue an Official Receipt in the name of PCAF upon receipt of full payment.

Section 2

RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Pay the **SUPPLIER** the guaranteed number of participants after completion of the activity and receipt of the billing statement;
2. Agree that it shall be charged or billed the total amount of **TWO HUNDRED FIFTY-TWO THOUSAND PESOS ONLY (Php252,000.00)**, inclusive of government taxes, for the whole duration of the event;
2. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with the law and policies set forth by the **SUPPLIER**.

Section 3

TERMS OF PAYMENT

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PCAF binds itself to pay the **SUPPLIER** within thirty (30) days after the conclusion of the training / seminar and upon the receipt of the billing statement.

Section 4

INCLUSION IN THE SERVICES

The **SUPPLIER** shall provide for the following:

a. **Food/ Meals**

1. Day 1 - Lunch, PM Snacks, and Managed Buffet Dinner;
2. Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner;
Day 2 - Meals on the 2nd day evening (Networking Session); and
3. Day 3 - Buffet Breakfast and AM Snacks

Section 8
CAPACITY AND AUTHORIZATION

Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.

Section 9
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.

Section 10
OTHER CONDITIONS OF THE CONTRACT

- a. In case of damage or loss to the property of the participants of PCAF caused by negligence of the **SUPPLIER's** personnel or employee, the **SUPPLIER** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**; and
- c. The **SUPPLIER** is expected to exercise extraordinary diligence in handling the participants baggage or property.

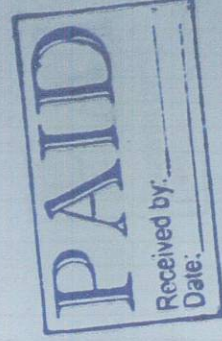
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Section 11
AMENDMENT

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

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 03 day of MAY 2024 at Quezon City, Philippines.

PCAF-Contract-2024- 024



A handwritten signature in blue ink, appearing to be "J. M. ...".

A handwritten signature in blue ink, appearing to be "J. M. ...".

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY MAY 30 2024 this _____ day of _____ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
Julietta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
April L. Banabatac	DFA CEBU P72291-89B	Cebu City	July 19, 2021

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

Notary Public

24060846

ATTY. RIZAL JOSE F. VALMORES
Notary Public for Quezon City
Adm. Matter No. 153 until Dec. 31, 2024
PTR No. 509199AD/01-02-2024/Q.C.
IBP No. 329024/12-15-2023/Q.C./Roll No. 28+35
MCLE No. VE-4-03335/09-08-2023
Add: Room 201 Margueta Bldg. No. 28
Mactub St., cor. Masikap Ext., Central Dist., Q.C.

Doc. No. 197
Page No. 1
Book No. 10011
Series of 2024

PAID
Received by: _____
Date: _____

PCAF-Contract-2024-004

Jan