



PCAF Contract 2024- 026

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this JUN 18 2024 day of 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, 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-

FOREST CREST NATURE HOTEL AND RESORT, INC., a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Km. 72 Batulao, Nagtubo, Batangas, represented in this Act by its duly authorized representative, **MELMAR M. MERCADO, SALES MANAGER**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of 2024 National Agricultural and Fisheries Mechanization Summit on June 18-22, 2024 with approved Purchase Request No. 224-05-245 and Request for Quotation** was emailed to three (3) prospective suppliers/contractors with known qualifications.

WHEREAS, the SUPPLIER has represented and warranted itself as capable, competent and duly licensed provider of meals and accommodation services under the terms and conditions hereinafter set forth;

WHEREAS, the Approved Budget for the Contract is ONE MILLION PESOS (Php1,000,000.00):

WHEREAS, PCAF has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement under Lease of Venue as an alternative mode of procurement pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184;

WHEREAS, the opening of bid was undertaken on June 10, 2024, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single Calculated and Responsive Quotation, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

PCAF-Contract-2024-026

WHEREAS, PCAF issued the Notice of Award No. 2024-082 to the SUPPLIER on June 10, 2024;

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

Section 1
SCOPE OF SERVICES

The SUPPLIER will provide food, accommodation, and venue on June 18-22, 2024 to the ONE HUNDRED (100) participants of PCAF.

Section 2
CONTRACT PRICE

For and consideration of the SERVICES to be undertaken by the SUPPLIER, PCAF shall pay the SUPPLIER in Philippine Currency in accordance with the Contract the total amount of ONE MILLION PESOS ONLY (Php 1,000,000.00) inclusive of all applicable government taxes and fees for the whole duration of the event.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Provide the required food, accommodation, and venue on June 18-22, 2024 to the ONE HUNDRED (100) 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 4
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 ONE MILLION PESOS ONLY (Php 1,000,000.00) inclusive of government taxes, for the whole duration of the event;
3. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with law and policies set forth by the SUPPLIER.

Section 5
TERMS OF PAYMENT

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

Section 6
INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION (Full Board)

5 days and 4 nights for 100 pax
Networking Session for 100 pax

a. MEALS: Managed Buffet

- 1st day (AM & PM Snacks, Lunch, & Dinner)
- 2nd day (Breakfast, AM & PM Snacks, Lunch & Dinner)
- 3rd day (Breakfast, AM & PM Snacks, Lunch & Dinner)
- 4th day (Breakfast, AM & PM Snacks, Lunch & Dinner)
- 5th day (Breakfast)

- NO CREAM DORY**
- Meals should include three (3) main courses plus soup, dessert & 1 round of soft drink/juice, in can during lunch and dinner.

b. HOTEL ROOM – Accommodation

- Twin or Triple sharing (individual beds)
- complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- one (1) Secretariat room
- hotel amenities

c. USE OF CONFERENCE ROOM FOR 5 DAYS SESSION (7am - 8pm)

- preferably at least 3.5 meters ceiling height and
- well-lighted
- could accommodate participants of up to 100 pax
- with high-speed Wi-fi Internet Access
- Classroom type set up
- White board with marker and eraser
- Pencils with erasers
- At least 3 microphones (preferably wireless)
- Provision of extension cords
- Provision of sound system
- LCD projector and LCD screen
- Flowing coffee/tea and distilled water and candies



d. SERVICE EVENT REQUIREMENT

- o With complimentary welcome streamer & backdrop tarpaulin
- o Waived electricity charges for use of laptops, printer and projector
- o Preferably with in-house medical service/clinic or nearby clinic.
- o Available 24-hour standby generator.

Section 7

USE OF SUPPLIER'S PARKING SPACE

The **SUPPLIER** shall allow the use of its parking space and other hotel amenities to the participants free of charge.

Section 8

TERMINATION OF CONTRACT

PCAF reserves the right to terminate this Contract for any substantial breach committed by the **SUPPLIER** and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

Section 9

VENUE OF ACTION

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 10

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 11

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 12
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.

Section 13
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 hereunto affixed their signatures this JUN 18 2024 day of _____, 2024 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF


JULIETA E. OPULENCIA
PC-Executive Director

FOREST CREST NATURE HOTEL
AND RESORT, INC.
SUPPLIER


MELMAR M. MERCADO
Sales Manager

SIGNED IN THE PRESENCE OF:


ENGR. FRANCIA M. MACALINTAL
Chief, Policy Development and
Coordination Division


Geraldine Fudilig
NAME OF WITNESS
Hotel

PCAF-Contract-2024-

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 1,000,000.-
BS No. 02-101101-2024-00-

FUNDS AVAILABLE: 1,000,000
Control No. 02-24-00-114



JOSE REDENTOR H. BESENI0
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section



MARIA DWINA P. GONZALES
Chief, Accounting Section



PCAF-Contract-2024-06

ACKNOWLEDGEMENT

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

QUEZON CITY

Before me, Notary Public, for and in 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
Melmar M. Mercado	Passport P9190110B	DFA Manila	March 16, 2022

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

Notary Public

Doc. No. 194
Page No. 41
Book No. XIII
Series of 2024

ATTY. CONCEPCION P. VILLANERA
Notary Public for Quezon City
Until December 31, 2025
PTR No. 5465783 / January 4, 2024 C.I.C.
IBP No. 394299 / Iss. 04, 2024 / Q.C.
Roll No. 31437 / 05-09-1980
MCLE VII-01-4594 / 09/21/2021
Adm. Matter No. NP-021 (2024-2025)