

RECEIVED

25 JUN 2024

By: *Walter Tolosa*

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 10th day of June 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-

LENOX HOTEL, a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at Rizal Street, Brgy 2&3, Dagupan City, Pangasinan represented in this Act by its Authorized Representative, **DAISY GRACE F. NONO, MARKETING OFFICER**, hereinafter referred to as the **SUPPLIER**.

[Signature]

WITNESSETH

WHEREAS, PCAF requested the procurement of one (1) lot meals and accommodation for the conduct of the training, entitled: **"NATIONAL ONLINE INDUSTRY STAKEHOLDERS SUMMIT"** on July 2-5, 2024 with approved Purchase Request No. 24-01-211 and through email to four (4) prospective bidders;

Received by: _____
Date: _____

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 **SEVEN HUNDRED SEVEN THOUSAND SIX HUNDRED PESOS ONLY (Php 707,600.00)**

WHEREAS, PCAF has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement - Lease of Venue as an alternative mode of procurement pursuant to Section 48 of the revised implementing Rules and Regulations of the Republic Act No. 9184;

WHEREAS, the opening of bid was undertaken on June 3, 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**;

WHEREAS, PCAF issued the Notice of Award No. 2024-076 to the **SUPPLIER** on June 3, 2024;

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

Section 1
RESPONSIBILITIES OF THE SUPPLIER

The LENOX HOTEL shall:

1. Provide the required food and venue on July 2-5, 2024 to the ONE HUNDRED ONE (101) 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 SEVEN HUNDRED SEVEN THOUSAND SIX HUNDRED PESOS ONLY (Php 707,600.00) 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 3
TERMS OF PAYMENT

PCAF shall pay the SUPPLIER an initial amount equivalent to fifty percent (50%) of the total contract amounted to THREE HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED (Php 353,800.00). This downpayment must be settled before the commencement of the activity.

The remaining balance shall be paid within thirty (30) days after the conclusion of the event and upon receipt of the billing statement from the Supplier.

Section 4
INCLUSION IN THE SERVICES

The SUPPLIER shall provide for the following:

- a. Food/ Meals
 1. Day 1: Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner;
 2. Day 2: Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner; Evening Meals (Networking Session)
 3. Day 3: Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner;
 4. Day 4: Managed Buffet Breakfast, Packed AM Snacks
 - o MEALS should include three (3) main courses, plus soup, dessert, and one round drinks/juice during snacks, lunch and dinner
 - o NOTE: No cream duty in the menu



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.

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 hereunto affixed their signatures JUN 25 2024 day of 2024 at Quezon City, Philippines.


PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES (PCAF)

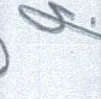

JOVITA OPUENCIA
Executive Director


LENOX HOTEL
SUPPLIER


DAISY GRACE F. NONO,
Marketing Officer


SIGNED IN THE PRESENCE OF:


FRANCISCA M. MALALINAL
Chief, Policy Development and
Coordination Division


CHRISTINE JOY O. ARAMAN
Marketing Officer
Lenox Hotel

PAID
Amount Available: 7707.60
Control No. 10-24-06-114
Received by: 
Date: _____
MARIA ELENA P. GONZALES
Chief, Accounting Section

ALLOTMENT AVAILABLE: 7707.60
HS NO. 02-101101-2024-04-611


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

h. Hotel Room Accommodation

1. Air conditioned, all rooms with single individual bed with inside comfort room;
2. Spacious area and at least 30 square meter floor area;
3. Room Configuration: 3 single occupancy, 5 double occupancy, 29 triple sharing; and
4. With complementary one secretariat room.

c. Function Room

1. Use of conference room for 3 days and 1 evening session, preferably at least 2.7 meters ceiling height and well lighted that could accommodate participants up to 120 pax for fish bone and/or round table set up , with technical operation staff
 2. Audio visual equipment;
 - a. Provision of LCD projector and wide screen
 - b. Free use of sound system
 3. Complimentary in-room Wi-Fi connectivity to all rooms and conference room; and
 4. Flowing coffee/tea and purified water during sessions.
- d. Service Event Requirement**
1. Complimentary welcome streamer and backdrop tarpaulin;
 2. Free use of electricity for laptops, LCDs, and printers;
 3. Free use of sound system, extension cords and microphones;
 4. Preferably with in-house medical service/clinic; and
 5. Available 24-hour stand by generator

Section 5

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 6

TERMINATION OF CONTRACT

PCAF reserves the right to terminate this Contract for any valid ground by serving ten (10) day notice to the **SUPPLIER**.

Section 7

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 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.



ACKNOWLEDGEMENT

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

QUEZON CITY JUN 25 2024

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/ Passport No./ CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	20-30902	Cainta, Rizal	Oct. 02, 2020
DAISY GRACE F. NONO	02-162416-4	DAGUPAN CITY	

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

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Book No. cat
Series of 2024

[Signature]
Notary Public
ATTY. CONCEPCION P. VILLAREÑA
Notary Public - Dagupan City
Unit 10, Level 10, City Center
PTR No. 584545 / January 4, 2024 Q.C.
IBP No. 584545 / 168 / 05-2024 / Q.C.
Roll No. 39457 / 05-09-1980
MCLE VII-0006994 / 09/21/2021
Adm. Matter No. NP-021 (2024-2025)

PAID
Received by: _____
Date: _____