

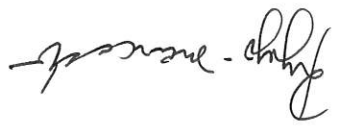
CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

02 JUL 2024

This Contract of Agreement made and entered into this ____ 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-

NEW WELL BEING SPA CITY CORPORATION – LOHAS HOTEL, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at E. Aguinaldo St. Redwood Villas, Clark Freeport Zone, Angeles, Pampanga, represented in this Act by its duly authorized representative, **RODELIZA J. MERCADO, Sales Manager**, hereinafter referred to as the **SUPPLIER**.

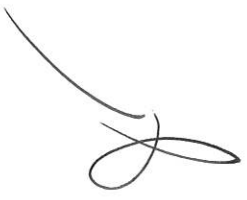


WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of Joint PCAF, NSC and AFC First Semester Performance Review and Planning Workshop on July 10-12, 2024** in Pampanga with approved PR No. 24-06-248 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;

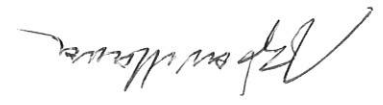
WHEREAS, PCAF has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement under Lease of Venue as an alternative mode of procurement pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No.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



WHEREAS, the opening of bid was undertaken on 18 June 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 to the **SUPPLIER** on 18 June 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 for a total of **NINETY (90) Participants** during the Joint PCAF, NSC, and AFC First Semester Performance Review and Planning Workshop scheduled for July 10-12, 2024.

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 **FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php 450,000.00)** 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 necessary food, accommodation, and venue for a total of **NINETY (90) Participants** during the Joint PCAF, NSC and AFC First Semester Performance Review and Planning Workshop on July 10-12, 2024;
2. Be held accountable for all liabilities resulting from damage to properties and lives attributed to the **SUPPLIER's** fault or negligence for the duration of this contract;
3. Hold **PCAF** free from any third-party liability arising from damages to public and private properties, death, or injury to people as a result of any incident attributed to the **SUPPLIER's** fault that may have occurred during the performance of the contract.
4. 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;
5. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.
6. Book **PCAF** for a different date if the event is canceled due to unforeseen circumstances. The new schedule will be mutually agreed upon by both parties.

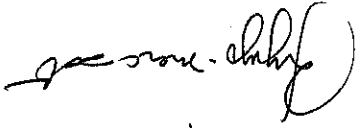
Section 4
RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the required specifications on the day of the activity.
2. Pay the **SUPPLIER** the guaranteed number of participants after completion of the activity and upon the receipt of the billing statement.

PCAF-Contract-2024- 030

3. Agree that it shall be charged or billed the total amount of **FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php 450,000.00)** inclusive of all applicable government taxes and fees for the whole duration of the event;
4. 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

The total contract price for the accommodation services is **FOUR HUNDRED FIFTY THOUSAND PESOS (Php 450,000.00)**, inclusive of all applicable government taxes and fees for the whole duration of the event, shall be paid after the conclusion of the event and upon the receipt of the billing statement.

Section 6
INCLUSION IN THE SERVICES

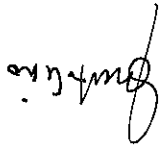
The **SUPPLIER** shall provide for the following:

FOOD AND ACCOMMODATION

- 3 days and 2 nights for 90 pax (P2,300 per person)
- 1 Networking Session for 90 pax (P400 per person)

a. MEALS: Managed Buffet

- 1st day (Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner)
- 2nd day (Managed Buffet Breakfast, AM & PM Snacks, Managed Buffet Lunch & Dinner, and Networking Session)
- 3rd day (Managed Buffet Breakfast, AM Snacks)
- **NO CREAM DORY**
- Meals should include two (2) main courses, vegetables, plus soup, dessert & 1 round of juice during lunch and dinner.



b. HOTEL ROOM – Accommodation

- Two (2) Single rooms; Ten (10) Twin sharing; Twenty-three (23) Triple sharing rooms
- Complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- Hotel amenities



c. USE OF CONFERENCE ROOM FOR 3 DAYS SESSION AND 1 EVENING SESSION

- Provision of LCD projector and screen, whiteboards with marker and eraser, pads and pencils
- Free use of Sound System
- Flowing coffee/tea and purified water, candies and mints during sessions
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities free of charge

d. SERVICE EVENT REQUIREMENT

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

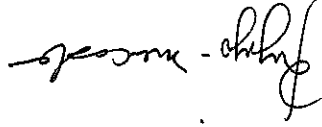
PCAF-Contract-2024- 030



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

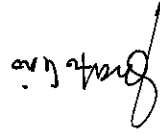
TERMINATION OF CONTRACT

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.

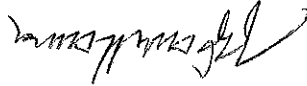
Section 12

OTHER CONDITIONS OF THE CONTRACT

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;

Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**; and

The **SUPPLIER** shall exercise extraordinary diligence in the performance of its duties. Additionally, all services rendered under or pursuant to this contract shall adhere to the same high standards as those offered by comparable businesses with superior knowledge and skill operating under similar circumstances.



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.

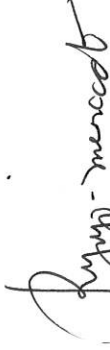
02 JUL 2024

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

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

NEW WELL BEING SPA CITY CORPORATION
- LOHAS HOTEL
SUPPLIER

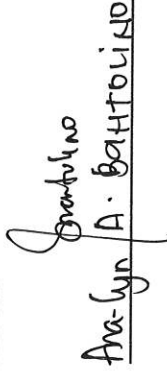

JULIETA E. OPULENCIA
OIC-Executive Director


RODELIZA J. MERCADO
Sales Manager

SIGNED IN THE PRESENCE OF:




FLORELIZ P. AVELLANA
Chief, Planning, Monitoring & Knowledge
Management Division


Arlyn A. Battolindo

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 450,000-
BS No. ~~02-10001-2024-07-~~

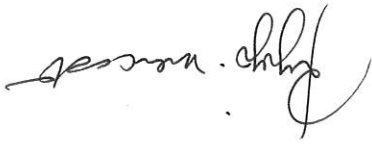
FUNDS AVAILABLE: 450,000
Control No. 101-24-07-122


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

MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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



02 JUL 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
Julietta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Rodaliza J. Mercado	Driver's License C10-00-166192	Angeles City, Pampanga	Expiration Date 2023/12/15

02 JUL 2024


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



Notary Public



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Book No. 7
Series of 2024


ATTY. FELIZARDO M. IBARRA
 NOTARY PUBLIC until December 31 2024
 ADMIN MATTER NO NP 223 (2023 2024)
 ROLL NO 80835
 PTR No 5372413 QUEZON CITY
 BP No 254793 12 28 22
 M.L.E. No VIII-0000973 04 14 25
 No 160 Muntlaha Highway Bigy Kaligayahan QC

