

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

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-

NEWTOWN PLAZA HOTEL, a company licensed to operate a business under the laws of the Republic of the Philippines with principal office address at 43 cm Recto St. Leonard Wood Rd., Baguio City, represented in this Act by its **Authorized Representative, EZTACEY VALERY V. NILO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot of meals and accommodation for the conduct of the **2024 Luzon AFC Stakeholders Conference** on June 18-21, 2024, with approved Purchase Request No. Z4-04-164 and through email to four (4) prospective bidders;

WHEREAS, the Approved Budget for the Contract is **ONE MILLION SEVEN HUNDRED EIGHTY THOUSAND THREE HUNDRED FIFTY PESOS (Php 1,780,350.00)**;


WHEREAS, the **SUPPLIER** has represented and warranted itself as a 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 - 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 the bid was undertaken on May 6, 2024, and after due evaluation by the Bids and Awards Committee (BAC) the **SUPPLIER** was declared as the **Lowest 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 Number 2024-057 to the **SUPPLIER** on May 6, 2024;

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

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES COMMISSION ON AUDIT
RECEIVED
21 MAY 2024
By: 

24060996

PAID
Received by _____
Date: _____






RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Provide the required food and venue on June 18-21, 2024 to the TWO HUNDRED FORTY-NINE (249) 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; and
3. Issue an Official Receipt in the name of PCAF upon receipt of full payment.

Section 2

RESPONSIBILITIES OF PCAF

The PCAF shall:

A. OBLIGATIONS OF PCAF

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 SEVEN HUNDRED EIGHTY THOUSAND THREE HUNDRED FIFTY PESOS (Php 1,780,350.00) inclusive of government taxes for the whole duration of the event; and
3. 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

PCAF is obligated to pay the SUPPLIER within thirty (30) days after the conclusion of the Luzon AFC Stakeholders Conference and upon receipt of the billing statement.

Section 4

INCLUSION IN THE SERVICES

The SUPPLIER shall provide for the following:

- a. Food/Meals
 1. Day 1 - AM, Snacks, Lunch, PM Snacks, and Managed Buffet Dinner;

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2. Day 2- Breakfast, AM Snacks, Lunch, PM Snacks, and Managed Buffet Dinner;
- Day 2 - Networking Session
3. Day 3 - Breakfast

- **Meal arrangement (managed buffet)**

Soup

3 main courses

Vegetables

Rice

Dessert

Drinks

- **NOTE: No cream-dory**

b. **Function Hall**

Free use of hall

Free secretariat room (near the venue)

Free use of basic lights and sound system

Free use of podium and flags

Free use of stanchion

Provision of the following

Tablecloth and seat cover

Free flowing coffee and water

Free pencil and paper

Extension cords

Complimentary tarpaulin and welcome signboard

Free parking

Free use of electricity

Standby generator

With Elevator

c. **Room Accommodation**

Fully air-conditioned rooms

(2) single occupancy rooms

(8) twin-sharing rooms with 2 double beds (48"x75")

(5) triple-sharing rooms with 2 double beds (48"x75") and 1 extra bed with bedframe

(54) quadruple-sharing with 2 double beds-48"x75"

Provision of the following

Electric kettle

Coffee, tea, sugar inside rooms

Bottled water

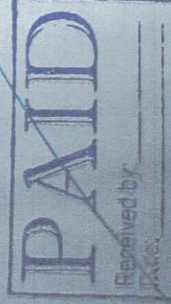
Free wi-fi access

Cable television

Hot and cold shower

Daily housekeeping

Daily change of toiletries



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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.

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 the 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 employees, 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.

~~PAID~~
Received by _____
Date: _____

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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 upon by both parties in writing.

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

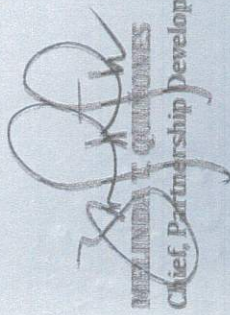
**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


MARIETA E. OPULENCIA
OIC-Executive Director

NEWTOWN PLAZA HOTEL
SUPPLIER


EZIACEY VALLEY V. NILO
Authorized Representative

SIGNED IN THE PRESENCE OF:


MELINDA T. QUINONES
Chief, Partnership Development Division


DUTA MARIAL BEL

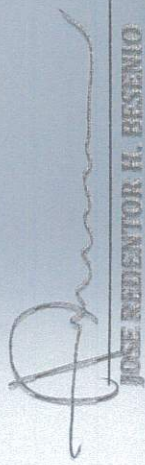
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱1,780,350

BS No. 62-162/bt-2024-05-072

FUNDS AVAILABLE: ₱1,780,350

Control No. 2405-1100


JOSE REDENTOR H. BESENI0

OIC-Assistant Division Chief for Financial
Matters, AFMD; and Chief, Budget Section


MARIA DIVINA P. GONZALES

Chief, Accounting Section

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Received by _____
Date: _____

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ACKNOWLEDGEMENT

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

MAY 21 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	TIN ID NUMBER/ID
JULIETA E. OPUENCIA	132-218-978
EZTACEY VALERY V. NILO	739-229-063-000

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

Notary Public

ATTY. RIZAL JOSE F. VALMORES
 Notary Public - Quezon City
 Adm. Matter No. 153 until Dec. 31, 2024
 PTR No. 5091994D/01-02-2024/Q.C.
 IBP No. 329024/12-15-2023/Q.C./Roll No. 28435
 MCLE No. VII-0030835/09-08-2023
 Add: Room 201 Margarita Bldg. No. 28
 Matallano St. cor. Masikap Ext. Central Dist. O.C.

Doc. No. 908
 Page No. 14
 Book No. 1211
 Series of 2024

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 Date: _____

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