

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

AUG 22 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-

SAMPING REALTY AND DEVELOPMENT CORPORATION / HOTEL OAZIS, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Barangay Bayanihan J.C. Aquino Avenue, Butuan City, represented in this Act by its duly authorized representative, **Food & Beverage Executive, ALYSSA SHAYNE CALO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of FY 2024 Mindanao A Participatory Performance Review and Planning Workshop on August 27-30, 2024** in Butuan City with approved PR No. 24-08-360 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 August 12, 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 August 12, 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 **SEVENTY-SEVEN (77)** participants during the FY 2024 Mindanao A Participatory Performance Review and Planning Workshop scheduled for August 27-30, 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 **FIVE HUNDRED THIRTY NINE THOUSAND PESOS ONLY (Php 539,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

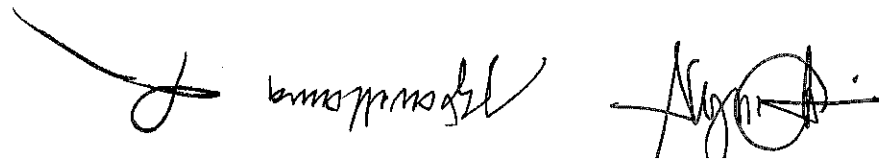
1. Provide the necessary food, accommodation, and venue for a total of **SEVENTY-SEVEN (77) participants** during the FY 2024 Mindanao A Participatory Performance Review and Planning Workshop on August 27-30, 2024;
2. Be held accountable for all liabilities resulting from damage to properties and lives 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;
3. Agree that it shall be charged or billed the total amount of **FIVE HUNDRED THIRTY NINE THOUSAND PESOS ONLY (Php 539,000.00) 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 **FIVE HUNDRED THIRTY-NINE THOUSAND PESOS (Php 539,000.00)**, inclusive of all applicable government taxes and fees, and shall be paid in full after the conclusion of the event and upon receipt of the billing statement."

Section 6

INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION

- 4 days and 3 nights for 77 pax
- 1 Networking Session for 77 pax
- a. **MEALS: Managed Buffet**
 - 1st day (AM Snacks, Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner)
 - 2nd day (Managed Buffet Breakfast, AM & PM Snacks, Managed Buffet Lunch & Dinner)
 - 3rd day (Managed Buffet Breakfast, AM & PM Snacks, Managed Buffet Lunch & Dinner, and Networking Session)
 - 3rd day (Managed Buffet Breakfast)
 - **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 (27) Twin sharing; Twenty-three (7) 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 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.

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

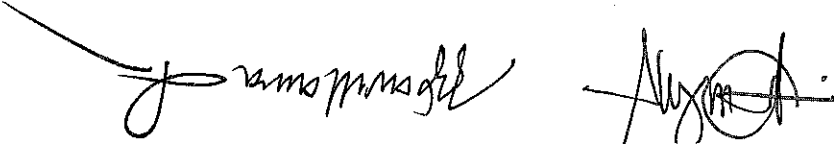
CAPACITY AND AUTHORIZATION

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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 22 day of AUG 2024 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

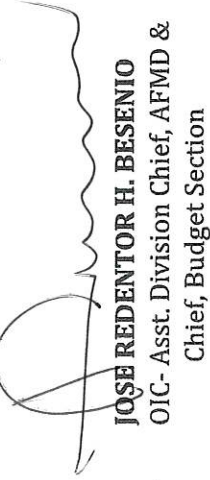
PCAF


JULIETA E. OPULENCIA
OIC- Executive Director



FLORELIZ P. AVELLANA
Chief, PMKMD
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 193,000.00
BS No. 02101012024-06-00093


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



PCAF-Contract-2024- 045

SAMPING REALTY AND DEVELOPMENT CORPORATION / HOTEL OAZIS

SUPPLIER


ALYSSA SHAYNE-CALO
Food & Beverage Executive

SIGNED IN THE PRESENCE OF:

FUNDS AVAILABLE: 500,000
Control No. 10124-08-213


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

AUG 22 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
Alyssa Shayne Calo	Passport # P3728709C	Robinsons Place Butuan	March 29, 2033

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

Notary Public

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Book No. XVI
Series of 2024

ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.
DPCS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 300703 / 12-29-23 / QUEZON CITY
PTR NO. 5428107 / 01-02-24/QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VII-0028888 UNTIL 04/14/25
TIN NO. 243-085-818