

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this JUL 16 2024 day of JULY 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-

XANJI SYNERGY MARKETING CORP. (A&A PLAZA HOTEL), a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 122 Rizal Avenue, Magkakaibigan, Puerto Princesa City, Palawan, represented in this Act by its duly authorized representative, **KEYLLA D. LANQUIN, Sales Account Executive**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of One (1) Lot Function Hall with Catering Services for MIMAROPA PAFC meetings on July 17-18, July 25-26, Aug. 22-23, Sept. 19-20, Oct. 17-18, and Nov 14-15, 2024 in Palawan and HUCAFC Puerto Princesa with approved PR No. 24-06-246;

WHEREAS, the SUPPLIER has represented and warranted itself as capable, competent and duly licensed provider of function hall and meals 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 1 July 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 to the **SUPPLIER** on 1 July 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 Function hall and meals for a total of **TWENTY-FIVE TO FORTY-EIGHT (25-48) Participants** during the One (1) Lot Function Hall with Catering Services for MIMAROPA PAFC meetings on July 17-18, July 25-26, Aug. 22-23, Sept. 19-20, Oct. 17-18, and Nov 14-15, 2024 in Palawan and HUCAFC Puerto Princesa.

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 **THREE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FORTY EIGHT PESOS ONLY (Php 391,248.00)** 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 function hall and meals for a total of **TWENTY-FIVE TO FORTY-EIGHT (25-48) Participants** during the one (1) lot function hall with catering services for MIMAROPA PAFC meetings on July 17-18, July 25-26, Aug. 22-23, Sept. 19-20, Oct. 17-18, and Nov 14-15, 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. Issue Official Receipts in the name of PCAF will be used to facilitate payment to the Supplier. Payment will be released upon completion of the activity and receipt of a valid billing statement from the Supplier.
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

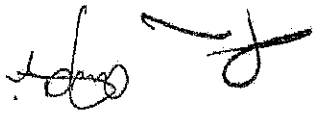
The PCAF shall:

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 the total amount of **THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED FORTY EIGHT PESOS ONLY (Php 391,248.00)** inclusive of government taxes shall be billed progressively, with payment to be released to the supplier upon receipt of an invoice for each completed event;
4. 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 5
TERMS OF PAYMENT

The total contract price for the function hall and meals is **THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS ONLY (Php 391,248.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.



Section 6
INCLUSION IN THE SERVICES


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

- o **Function Hall with Catering Services**
Full Board Meals
Food at @ 12 days @ 25 pax
(July 17-18, July 25-26, Aug. 22-23, September 25-26, Oct. 17-18, and Nov 14-15, 2024)
Food at @ 2 days @ 48 pax
(September 19-20, 2024)
Location: Palawan
Date: July 17-18, July 25-26, Aug. 22-23, Sept. 19-20, Oct. 17-18, and Nov 14-15, 2024
- o **Inclusions:**
MEALS per day (Pack-Breakfast, AM Snacks, Lunch, PM Snacks and Dinner)
Seating capacity up to 25 pax for fish bone and/or round table set up, well-lighted, airconditioned, with good ventilation
1 meat viands (pork/Chicken), 1 vegetable, 1 rice, and 1 drink
Snacks with 1 drink
- o **Payment terms: Progressive billing**
- o **inclusive of government tax**

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 day of JUL 16 2024 2024 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. OPULENCIA
OIC, Executive Director

**XANJI SYNERGY MARKETING CORP.
(A&A PLAZA HOTEL)**
SUPPLIER


KEYLA D. LANQUIN
Sales Account Executive


SIGNED IN THE PRESENCE OF:


MELINDA T. QUINONES
Chief, Partnership Development Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 391,249.00
BS No. 62-101101-2024-07-759 

FUNDS AVAILABLE: ₱ 391,248.00
Control No. 101-24-07-199


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


MARIA DAVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY this JUL 16 2024 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
Keylla D. Lanquin	P6445024B	MARPA, PALAWAN	MARCH 8, 2021



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

Notary Public

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Book No. 1001
Series of 2024

ATTY. RIZAL JOSE P. VALMORES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ADM. MATTER NO. 153
PTR NO. 5091694D 01-02-2024 / Q.C.
IBP NO. 329024 / 12-15-2023 / Q.C.
ROLL NO. 28435
MCLE NO. VIIIP-0008500 / 05-07-2024
Add. #473 Boni Serrano Road, Bataingay
San Roque, Murphy, Quezon City