

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED
24 SEP 2024
passed 04-88pm
2024 at

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this _____ day of _____
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-

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MACATABO FARM, a registered Single Proprietorship Business duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Sitio Macatabo, Davao City,, represented in this Act by its duly authorized representative, MR. GENOVIVO A. CAJES, Owner, hereinafter referred to as the SUPPLIER.

WITNESSETH

WHEREAS, PCAF requested the procurement of One (1) Lot Function Hall with Catering Services for RAFC XI Sectoral and Executive Committee Meetings on July 25-26, August 23-24, September 26-27, November 21-22, and December 5-6, 2024 in Davao City with approved PR No. 24-07-321;

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 22 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 22 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 **FIFTEEN TO TWENTY (15-20) Participants** during the One (1) Lot Function Hall with Catering Services for RAFC XI Sectoral and Executive Committee Meetings on July 25-26, August 23-24, September 26-27, November 21-22, and December 5-6, 2024 in Davao City.

**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 **TWO HUNDRED TEN THOUSAND PESOS ONLY (Php 210,000.00)** 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 function hall and meals for a total of **FIFTEEN TO TWENTY (15-20) Participants** during the one (1) Lot Function Hall with Catering Services for RAFC XI Sectoral and Executive Committee Meetings on July 25-26, August 23-24, September 26-27, November 21-22, and December 5-6, 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.

PCAF-Contract-2024- 048



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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 **TWO HUNDRED TEN THOUSAND PESOS ONLY (Php 210,000.00)** 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 **TWO HUNDRED TEN THOUSAND PESOS ONLY (Php 210,000.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

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**Section 6
INCLUSION IN THE SERVICES**

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

- **Function Hall with Catering Services**

- **Full Board Meals**

- Food at @ 5 days @ 20 pax

- Food at @ 5 days @ 15 pax

- **Location: Davao City**

- **Date: July 25-26, August 23-24, September 26-27, November 21-22, and December 5-6, 2024**

- **Inclusions:**

- **MEALS on the 1st day (Pack-Breakfast, AM Snacks, Lunch, and PM Snacks) for 20 pax**

- **MEALS on the 2nd day (Pack-Breakfast, AM Snacks, Lunch, and PM Snacks) for 15 pax**

- Seating capacity up to 30 pax for fish bone and/or

- round table set up, well-lighted, airconditioned, with good ventilation

- Soup, 3 Main Courses, Vegetables, Rice, Dessert, with Drinks (No cream-dory)

- **Payment terms: Progressive billing**

- **inclusive of government tax**

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**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.

24091340

**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.

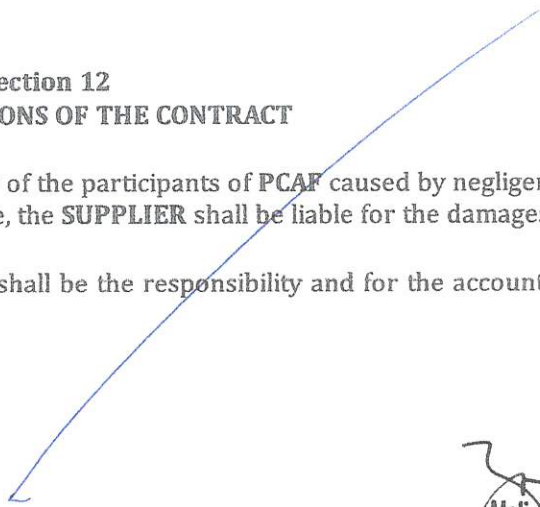
**Section 11
LIQUIDATED DAMAGES**

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




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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.

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Section 13
AMENDMENT

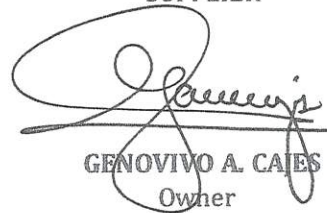
All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed by both parties in writing.

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

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF


JULIETA L. OPULENCIA
OIC-Executive Director

MACATABO FARM
SUPPLIER


GENOVIVO A. CAES
Owner


SIGNED IN THE PRESENCE OF:


MELINDA T. QUINONES
Chief, Partnership Development Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 210,000. -
BS No. 02-101101-2024-09-000953

FUNDS AVAILABLE: 210,000
Control No. 101-24-08-218


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


MARIA DIVINA P. GONZALES
Chief, Accounting Section

PCAF-Contract-2024- 048

ACKNOWLEDGEMENT

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

QUEZON CITY 24 SEP 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	Issued at	Issued on
Julieta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Genovivo A. Cajés	TIN 19-05078324-2	Davao City	Sept 9, 2018

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

24091340

Notary Public

ATTY. MARY ANNE M. PASION
Notary Public for Quezon City
Roll No. 81236

Adm. Matter No. NP-412 (2024-2025)
IBP O.R NO. 429516 1/24/2024 QUEZON CITY
PTR NO. 5548032 QUEZON CITY
MCLE Compliance No. VIII - 00006748

Doc. No. 376
Page No. 119
Book No. 1
Series of 2024