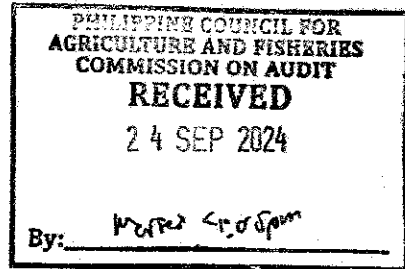


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

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-

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 of Meals for AFC Meetings (HUCAFC Davao City, DAFC Baguio, DAFC AgBuhBun, DAFC Paquibato, DAFC Marilog, DAFC Calinan, and DAFC Tugbok) with approved PR No. 24-08-365 on the following dates:

Table with 2 columns: Location and Dates. Locations include HUCAFC Davao City, DAFC Baguio, DAFC AgBuhBun, DAFC Paquibato, DAFC Marilog, DAFC Calinan, and DAFC Tugbok. Dates range from August to December 2024.

WHEREAS, the SUPPLIER has represented and warranted itself as capable, competent and duly licensed provider of 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 Small Value as an alternative mode of procurement pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the opening of the bid was undertaken on 16 Aug 2024, and after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Lowest Calculated and Responsive Quotation and Responsive Quotation among three

Signature of Melinda T. Quilones

suppliers, 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 16 Aug 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 meals for a total of **TWENTY TO THIRTY (20-30) Participants** per meeting for the One (1) Lot Meals for AFC Meetings (HUCAFC Davao City, DAFC Baguio, DAFC AgBuBun, DAFC Paquibato, DAFC Marilog, DAFC Calinan, and DAFC Tugbok) on above mentioned dates 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 **ONE HUNDRED FORTY FOUR THOUSAND PESOS ONLY (Php 144,000.00)** inclusive of all applicable government taxes and fees through progress billing for the whole duration of the event.

Section 3 RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Provide the necessary meals for a total of **TWENTY TO THIRTY (20-30) Participants** during the One (1) Lot Meals for AFC Meetings (HUCAFC Davao City, DAFC Baguio, DAFC AgBuBun, DAFC Paquibato, DAFC Marilog, DAFC Calinan, and DAFC Tugbok) on above mentioned dates;
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 **ONE HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (Php 144,000.00)** 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 **ONE HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (Php 144,000.00)** 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 catering services of the following in Davao City:

AFC LEVEL	LOCATION	INCLUDED SERVICE/S	DATE/S
HUCAFC Davao City	Davao City	Food at 6 days for 30 pax (packed AM snacks and lunch)	August 27-28, October 16, October 24, November 14, and December 6, 2024
DAFC Baguio	Baguio District, Davao City	Food at 4 days for 20 pax (packed lunch)	August 19, September 19, October 17, and December 6, 2024
DAFC AgBuhBun	AgBuhBun District, Davao City	Food at 4 days for 20 pax (packed lunch)	August 20, September 18, October 17, and November 13, 2024
DAFC Paquibato	Paquibato District, Davao City	Food at 4 days for 20 pax (packed lunch)	August 21, September 18, October 16, and December 13, 2024
DAFC Marilog	Marilog District Davao City	Food at 4 days for 20 pax (packed lunch)	August 20, September 17, October 22, and December 10, 2024

DAFC Calinan	Calinan District, Davao City	Food at 4 days for 20 pax (packed lunch)	August 22, September 12, October 10, and December 5, 2024
DAFC Tugbok	Tugbok District Davao City	Food at 4 days for 20 pax (packed lunch)	August 13, September 11, October 16, and November 13, 2024

- **Payment terms: Progress billing**
- **Inclusive of government tax**

**Section 7
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 8
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 9
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 10
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 11
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; 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 PCAF-Contract-2024-_____


Melinda J. Quiñones

same high standards as those offered by comparable businesses with superior knowledge and skill operating under similar circumstances.

**Section 12
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.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. 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: ₱ 144,000.-
BS No. 0210101-2024-09-000991

FUNDS AVAILABLE: 101-109
Control No. 0124-00 - 23


CAROLYN O. TABANGCURA
OIC-Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY this 24 SEP 2024 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 19-25078324	DATAD CITY	SEPT 1973

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



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. 577
Page No. 119
Book No. 1
Series of 2024

PCAF-Contract-2024- 052