

CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENT:

13 AUG 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-

The **THE PINNACLE HOTEL** a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at Sta. Ana Ave., Davao City, Davao del Sur represented in this Act by its Authorized Representative, **MAY ANN GESULGA, SENIOR SALES EXECUTIVE** hereinafter referred to as the **SUPPLIER**.

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WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot "MEALS AND ACCOMODATION FOR THE CONDUCT OF PMT EXIT CONFERENCE OF DAVAO REGION IN DAVAO CITY, DAVAO DEL SUR"** on **August 15-16, 2024** with approved Purchase Request No. 24-07-302 and through email to at least three (3) prospective bidders;

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, the Approved Budget for the Contract is **ONE HUNDRED TEN THOUSAND PESOS ONLY (Php 110,000.00)**;

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 bid was undertaken on July 15, 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 No. 2024-103 to the **SUPPLIER** on July 15, 2024;

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

Section 1

RESPONSIBILITIES OF THE SUPPLIER

THE SUPPLIER shall:

1. Provide the required food and venue on August 15-16, 2024 to the **FIFTY (50)** participants, of PCAF;

Handwritten signatures of the representatives of PCAF and the Supplier, located at the bottom of the page.

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;
3. Issue an Official Receipt in the name of PCAF upon receipt of full payment.

Section 2

RESPONSIBILITIES OF PCAF

The PCAF shall:

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 HUNDRED TEN THOUSAND PESOS ONLY (Php 110,000.00) inclusive of government taxes**, for the whole duration of the event;
3. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with law and policies set forth by the **SUPPLIER**.

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Section 3

TERMS OF PAYMENT

PCAF binds itself to pay the **SUPPLIER** within thirty (30) days after the conclusion of the training / seminar/ activity and upon the receipt of the billing statement.

Section 4

INCLUSION IN THE SERVICES

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

a. Food/ Meals

1. Day 1 - Buffet Dinner;
2. Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks

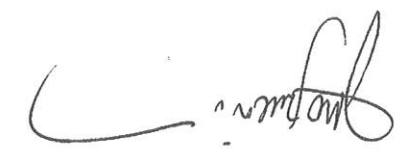
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner
- **NOTE:** No cream dory in the menu

b. Function Room

1. Use of conference room for 1 day (could accommodate participants up to 50 pax for fish bone and/or round table set up well-lighted, air conditioned, with good ventilation);
2. Provision of lift or elevator when it is more than 2 floors for senior or PWD use
3. Audio visual equipment;
 - a. Provision of LCD screen
 - b. Projector
 - c. At least two (2) whiteboards with markers, eraser, pads, and pen
4. Complimentary Wi-Fi connectivity to all rooms and conference room;
5. Flowing coffee/tea and purified water, candies/mints, and peanuts during sessions.

c. Service Event Requirement

1. Complimentary welcome streamer and backdrop tarpaulin;



2. Free use of electricity for laptops, LCDs, and printers;
3. Free use of sound system, extension cords and microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers
5. Provision of alcohol for sanitation (Covid-19 safety protocol);
6. Free use of standby generator in case of brownout;
7. Preferably with in-house nurse and medical attendant in-case of emergencies

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

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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

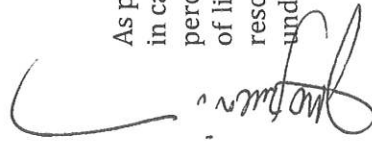
LIQUIDATED DAMAGES

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 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 employee, 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.

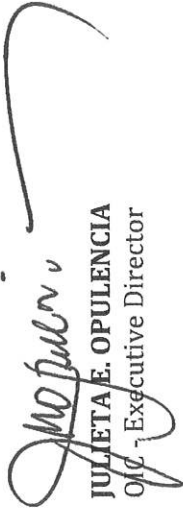
Section 11

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 13 day of AUG 2024 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. OPULENCIA
OIC - Executive Director

THE PINNACLE HOTEL
SUPPLIER

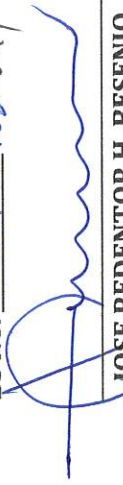

MAY ANN GESULGA
Senior Sales Executive
24091440

SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Division Chief
Planning Monitoring and Knowledge
Management Division


CYNTHIA GARDE
Corporation Manager - Sales
The Pinnacle Hotel

ALLOTMENT AVAILABLE: 10,000-
BS No. 0-10101-2024-08-847


JOSE REDENTOR H. BESENI
OIC-Assistant Division Chief, AFMD
& Chief, Budget Section

FUNDS AVAILABLE: 110,000
Control No. 10124-08-209


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

QUEZON CITY **13 AUG 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 / Passport No./ CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC ID 20-30902	Cainta, Rizal	Oct. 02, 2020
MAY ANN GESULGA	L02-23-005658	Davao City, Davao del Sur	August 9, 2023

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

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Book No. X
Series of 2024

~~Notary Public~~
ATTY. FELLIARDO M. IBARRA
NOTARY PUBLIC until December 31, 2024
ADMIN MATTER NO NP 223/2023 2024
ROLL No 80835
PTR No 5372413 QUEZON CITY
BP No 254793 12 28 22
MCLE No VIII-0000973 04 14 25
No 160 Durino Highway Brgy Kaligayahan QC

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[Handwritten signatures and marks]