

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED
15 AUG 2024
By: *M. Reyes S. Moran*

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this _____ day of _____ 2024 in Quezon City, Philippines by and between:

24081232

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-

ZURI HOTELS & SUITES, a company licensed to operate a business under the laws of the Republic of the Philippines with principal office address at Benigno Aquino Ave., Brgy. Bolilao, Mandurriao, Iloilo City, represented in this Act by its authorized representative, **CRIZELLE RUTO, Sales Manager**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

[Handwritten mark]

WHEREAS, the **PCAF** requested the procurement of **One (1) Lot of Meals and Accommodation for the Conduct of the 2024 Visayas AFC Stakeholders Conference on August 13-16, 2024**, with approved Purchase Request No. 24-07-311 and through email to three (3) prospective bidders;

WHEREAS, the Approved Budget for the Contract is **EIGHT HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED PESOS (Php 886,600.00)**;

[Handwritten mark]

WHEREAS, the **SUPPLIER** has represented and warranted itself as a 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 - 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 the bid was undertaken on July 19, 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 Number 2024-112 to the **SUPPLIER** on July 19, 2024;

PAID
Received by: _____
Date: _____

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

PCAF-Contract-2024-_____

24081255

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 receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **EIGHT HUNDRED EIGHTY SIX THOUSAND PESOS (Php 886,000.00) inclusive of government taxes** for the whole duration of the 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

24081232

TERMS OF PAYMENT

The total contract price for the accommodation services is **EIGHT HUNDRED EIGHTY SIX THOUSAND PESOS (Php 886,000.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

PCAF binds itself to pay the **SUPPLIER** 50% of the total contract price as an advance payment, amounting to **FOUR HUNDRED FORTY THREE THOUSAND PESOS (Php 443,000.00)**, upon perfection of the contract and signing of the Notice to Proceed by the **SUPPLIER**.

The remaining 50% of the total contract price, amounting to **FOUR HUNDRED FORTY THREE THOUSAND PESOS (Php 443,000.00)**, shall be paid within thirty (30) days after the conclusion of the Visayas AFC Stakeholders Conference and upon receipt of the billing statement.

Section 6

INCLUSION IN THE SERVICES

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

a. Food/Meals

1. Day 1 - AM Snacks, Lunch, PM Snacks, and Managed Buffet Dinner;
2. Day 2 - Breakfast, AM Snacks, Lunch, PM Snacks, and Managed Buffet Dinner;
Day 2 - Networking Session;
3. Day 3 - Breakfast, AM Snacks, Lunch, PM Snacks, and Managed Buffet Dinner; and
4. Day 4 - Breakfast.

- Meal arrangement (managed buffet)
 - Soup
 - 3 main courses
 - Vegetables



24081265

Rice
Dessert
Drinks

- **NOTE:** No cream-dory

b. **Function Hall**

Free use of hall
Free secretariat room (near the venue)
Free use of basic lights and sound system

Free use of podium and flags
Free use of stanchion

Provision of the following

Tablecloth and seat cover
Free flowing coffee and water
Free pencil and paper
Extension cords
Complimentary tarpaulin and welcome streamer

Free parking
Free use of electricity
Standby generator
With Elevator

c. **Room Accommodation**

Fully air-conditioned rooms
(3) single occupancy rooms
(3) twin-sharing rooms (individual beds)
(40) triple-sharing rooms (individual beds) with 1 extra bed with bedframe

Provision of the following:

Electric kettle
Coffee, tea, sugar inside rooms
Bottled water
Free wi-fi access
Cable television
Hot and cold shower
Daily housekeeping
Daily change of toiletries

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.

24081232

24081265

Section 13

AMENDMENT

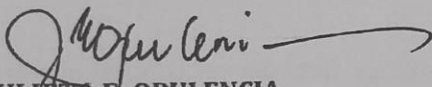
All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by both parties in writing.


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

24081232

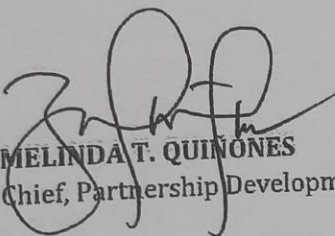
**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

ZURI HOTELS & SUITES
SUPPLIER


JULIETA E. OPULENCIA
OIC-Executive Director


CRIZELLE RUTO
Sales Manager/
Authorized Representative

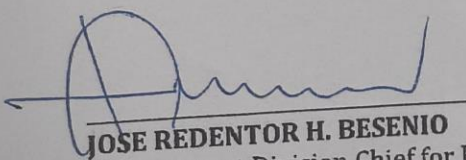
SIGNED IN THE PRESENCE OF:

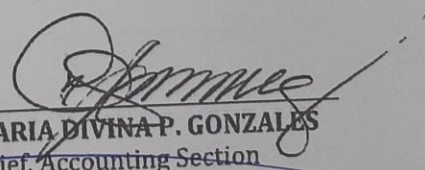

MELINDA T. QUINONES
Chief, Partnership Development Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 886,000
BS No. 02-101101-2024-08-035

FUNDS AVAILABLE: 443,000
Control No. 10124-08-210


JOSE REDONTOR H. BESENIO
OIC-Assistant Division Chief for Financial
Matters, AFMD, and Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

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

24081232

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 the 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.

PAID
Received by
Date

24081265

Section 1

SCOPE OF SERVICES

The **SUPPLIER** will provide food, accommodation, and venue for a total of **ONE HUNDRED TWENTY SEVEN (127) participants** during the 2024 Visayas AFC Stakeholders Conference on August 13-16, 2024.

Section 2

CONTRACT PRICE

24081232

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 **EIGHT HUNDRED EIGHTY SIX THOUSAND PESOS (Php 886,000.00)** 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 required food, accommodation, and venue for a total of **ONE HUNDRED TWENTY SEVEN (127) participants** during the 2024 Visayas AFC Stakeholders Conference on August 13-16, 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 an Official Receipt in the name of **PCAF** upon receipt of full payment.
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:

A. OBLIGATIONS OF PCAF

24081265

ACKNOWLEDGEMENT

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

24081232

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
CRIZELLE RUTO	FI2-21-204429		December 09, 2021

[Handwritten signature]

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

Notary Public

[Handwritten signature]
ATTY. ROLIN M. ASUNCION
NOTARY PUBLIC

for the City and Province of Iloilo
Notarial Commission Reg. No. 231 until December 31, 2024
PTR No. 715460 / 1-08-2024 / Iloilo City
IBP No. 410773 / 01-08-2024 / Iloilo City
RJI No. 82823
MCLE Compliance No. VIII-0003427 / Valid until 4-14-2028
Mezzanine Floor, Dacis Bldg., Bonifacio St., Iloilo City 600

Doc. No. 339
Page No. 69
Book No. II
Series of 2024

[Handwritten mark]

PAID
Received by: _____
Date: _____

24081265