

**CONTRACT OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Agreement made and entered into this NOV 22 2024 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-

**NAFC-DA MULTIPURPOSE COOPERATIVE (NADAMCO)**, a domestic cooperative duly organized and existing under Philippine laws, with principal office address at G/F Right Wing DA Bldg. Elliptical Road, Diliman, Quezon City, represented in this Act by its duly authorized representative, **PAULINE JOYCE JAVIER, General Manager**, hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

**WHEREAS, PCAF** requested the procurement of **One (1) Lot Additional Meals for the conduct of PCAF various meetings/activities of PCAF for October to December 2024** with approved PR No. 24-10-495, and a Request for Quotation was posted to PhilGEPS on October 16, 2024 and emailed to three (3) prospective suppliers/contractors with known qualifications.

**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 - Small Value Procurement under Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184;

**WHEREAS, the opening of the bid** was undertaken on November 11, 2024, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single 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 November 11, 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 the required one (1) lot meals for the conduct of various meetings/activities for the period of October to December 2024.

Section 2  
**CONTRACT PRICE**

For and in 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 Seventy-Six Thousand Eight Hundred Ten Pesos (Php 876,810.00)** 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 one (1) lot meals for the conduct of various meetings/activities for the period of October to December 2024 in the total amount of **Eight Hundred Seventy-Six Thousand Eight Hundred Ten Pesos (Php 876,810.00)**;
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. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.



Section 4  
**RESPONSIBILITIES OF PCAF**

The PCAF shall:

1. Allocate and disburse funds in the total amount of **Eight Hundred Seventy-Six Thousand Eight Hundred Ten Pesos (Php 876,810.00)** inclusive of all applicable government taxes and fees to **NAFC-DA MULTIPURPOSE COOPERATIVE (NADAMCO)** for the procurement of one (1) lot meals for the conduct of various meetings/activities for the period of October to December 2024;
2. Ensure that the **SUPPLIER** meets the required specifications on the day of the activity; and
3. Pay the **SUPPLIER** after completion of the meeting/activity and upon the receipt of the billing statement.

Section 5  
**TERMS OF PAYMENT**

The total contract price for the procurement of one (1) lot meals for the conduct of various meetings/activities for the period of October to December 2024 is **Eight Hundred Seventy-Six Thousand Eight Hundred Ten Pesos (Php 876,810.00)**, inclusive of all applicable government taxes and fees. Payment shall be made after the completion of the PCAF meetings/activities and upon receipt of the billing statement.

Section 6  
**INCLUSION IN THE SERVICES**

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

**Meals for the conduct of various meetings/activities of PCAF for October to December, 2024**

(To be served during meetings/other related activities)

AM Snacks @ 145.00/pax	-	1,732Pax
Lunch @ 250.00/pax	-	1,867Pax
PM Snacks @ 145.00/pax	-	1,096Pax

**Inclusions:**

AM/PM Snacks - pasta or noodles (180 gms) with 2 pcs Sliced bread or sandwich or sandwich w/ spread or kakanin (40-100 gms) or fresh fruits (1 pc., e.g. - 1 banana) or mixed fruits (30-40 gms) with milo (22 gms sachet)/juice (330 ml) and flowing coffee (3-in-1 gms sachet)

Breakfast/Lunch/Dinner - Rice (1 cup), Meat - chicken/pork or beef (90 gms), fish or seafoods (1 pc. Small - 100 gms), vegetables (120 gms) and dessert-fruit (1 pc. E.g. banana), leche flan or jellies/salad/mixed fruits (40-70 gms), bottled water/soda or juice (1 pc. - 330 ml)

**Note:**

1. No cream dory
2. Supplier should be within 4 km distance from the PCAF Office.
3. Meals should include rice, 2 main courses with vegetables, dessert, drinks
4. Request for catering should be at least two (2) days before the activity. However, in case of urgent meetings, one (1) day may be allowed.

5. Minimum of 10 pax/delivery.
6. Provision of staff/crew/waiters during catering
7. Biodegradable materials should be used for packed/drinks
8. Red/brown rice may be served upon request
9. Cost should include applicable taxes

#### 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 Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the winning bidder shall be liable for liquidated damages in the event of a breach of contract.

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the Procuring Entity may, at its discretion, rescind or terminate the contract, without prejudice to other available remedies.

The amount of liquidated damages will be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.



Section 11  
**OTHER CONDITIONS OF THE CONTRACT**


The **SUPPLIER** shall exercise due diligence in the performance of its duties, and all services rendered under or pursuant to this contract shall adhere to the same high standards as those offered by comparable businesses with specialized 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 by both parties in writing.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_ day of NOV 22 2024 2024 at Quezon City, Philippines

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
*PCAF*



**JULIETA E. OPUENCIA**  
OIC- Executive Director

**NAFC-DA MULTIPURPOSE COOPERATIVE  
(NADAMCO)**  
*SUPPLIER*



**PAULINE JOYCE O. JAVIER**  
General Manager

**SIGNED IN THE PRESENCE OF:**



**MARISA R. LO**  
OIC-Chief, Administrative, Financial and  
Management Division

  
\_\_\_\_\_  
Rolivie S. Atienza

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** ₱ 276,810.-  
**BS No.** 02101101 20 24 - 11 - 001410

**FUNDS AVAILABLE:** <sup>101</sup> 276,810.-  
**Control No.** 101 24 - 10 - 253



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

  
**JEODITH T. DIYAN**  
OIC-Chief, Accounting Section



**ACKNOWLEDGEMENT**

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

**NOV 22 2024**

Before me, Notary Public, for and in QUEZON CITY this \_\_\_\_ day of \_\_\_\_\_ 2024 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC # 20-30902	Cainta, Rizal	October 2, 2020
PAULINE JOYCE O. JAVIER	UMID 0111-2449663-8	QUEZON CITY	

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

\_\_\_\_\_  
**Notary Public**

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Book No. 600  
Series of 2024

**ATTY. RIZAL JOSE F. MALMORES**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
ADM. MATTER NO. 153  
PTR NO. 5091994D 01-02-2024 / Q.C.  
IBP NO. 329024 / 12-15-2023 / Q.C.  
ROLL NO. 28435  
MCLE NO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Serrano Road, Barangay  
San Roque, Murphy, Quezon City