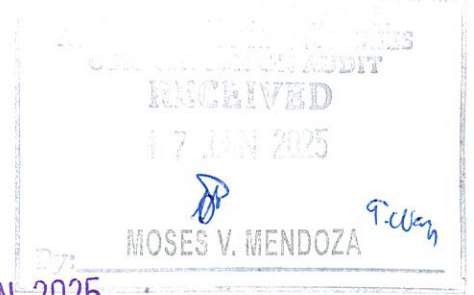


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 13 day of JAN 2025 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 company licensed to operate business under the laws of the Republic of the Philippines with principal office address at G/F Right Wing DA Bldg. Elliptical Road, Diliman, Quezon City, represented in this Act by its General Manager, **PAULINE JOYCE O. JAVIER**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot supply and delivery of Meals for Various Meetings/Activities of PCAF from January to December 2025 through PR No. 24-10-507 and was posted in the PhilGEPS for bidding;

WHEREAS, the **SUPPLIER** is engaged in the supply and delivery of meals and had submitted its bid;

WHEREAS, the opening of bids was held on November 29, 2024, 10:0 a.m. at the Apacible Conference Room A, 3rd Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

WHEREAS, the following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

WHEREAS, the SUPPLIER passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Single Calculated and Responsive Bid, 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 January 6, 2025;

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

Section 1
SCOPE OF SERVICES

The SUPPLIER will provide the required one (1) lot supply and delivery of Meals for Various Meetings/Activities of PCAF from January to December 2025.

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 **Six Million Eleven Thousand One Hundred Pesos (Php 6,011,100.00)** 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 January to December 2025 in the total amount of **Six Million Eleven Thousand One Hundred Pesos (Php 6,011,100.00)**;
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 Sales/ Service Invoice in the name of the **PCAF**.

Section 4
RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Allocate and disburse funds in the total amount of **Six Million Eleven Thousand One Hundred Pesos (Php 6,011,100.00) 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 January to December 2025;
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 January to December 2025 is **Six Million Eleven Thousand One Hundred Pesos (Php 6,011,100.00), 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 January to December, 2025

	QTY	Unit Cost	Total Cost
<i>Breakfast</i>	<i>613</i>	<i>240.00</i>	<i>147,120.00</i>
<i>AM Snacks</i>	<i>11,421</i>	<i>145.00</i>	<i>1,656,045.00</i>
<i>Lunch</i>	<i>12,194</i>	<i>250.00</i>	<i>3,048,500.00</i>
<i>PM Snacks</i>	<i>7,203</i>	<i>145.00</i>	<i>1,044,435.00</i>
<i>Dinner</i>	<i>460</i>	<i>250.00</i>	<i>115,000.00</i>

- **AM/PM Snacks Choices of:**
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/or flowing coffee (3-in-1 gms sachet)

● **Breakfast/Lunch/Dinner Choices of:**

Rice (1 cup), Meat - chicken/pork or beef (90 gms), fish or seafood (1 pc. Small - 100 gms), vegetables (120 gms) and dessert-fruits (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 four (4) km distance from the PCAF Office.
 3. Meals should include rice, two (2) main courses with vegetables, dessert, and drinks
 4. Requests 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 ten (10) pax/delivery.
 6. Provision of staff/crew/waiters during catering and shall observe proper attire.
 7. Biodegradable materials should be used for packed/drinks
 8. Red/brown rice may be served upon request
 9. Cost should include applicable taxes
2. Bill the **PCAF** in accordance with the terms of the bidding for the meals provided; and
3. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

Section 7

TERMINATION OF CONTRACT

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least one (1) day before the intended termination date, unless otherwise provided in this Contract.

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

FORCE MAJEURE

Neither Party shall be liable for delay or failure in the performance of any of its obligations under this Agreement due to a Force Majeure Event, such as acts of God, fires, earthquakes,

natural disasters, acts of war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

Section 11
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 12
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 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 13 JAN 2025 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. OPULENCIA
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



Rolina S. Atienza

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱6,011,000.00
BS No. 021011012025-01-0006

FUNDS AVAILABLE: ₱6,011,000.00
Control No. 715-01-0063


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


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

13 JAN 2025 Before me, Notary Public, for and in QUEZON CITY this ____ day of 2025 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	TIN: 296-541-160	QUEZON CITY	

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

Notary Public

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
NOTARY PUBLIC FOR QUEZON CITY
ADM. MATTER NO. NP-021(2024-2025)
UNTIL DECEMBER 31, 2025
ROLL NO. 30457/05-09-1980
IBP NO. 461667/10-29-24
PTR NO. 6989624/01-02-25
MCLE NO. VII-0006994/09-21-2021
TIN NO. 131-942-754

Doc. No. 101
Page No. 21
Book No. C-10
Series of 2025

