

13 NOV 2024

CONTRACT OF AGREEMENT

By: _____

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 11 21 NOV 2024 November 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-

107-24-12-0001

REDHOTEL, INC., a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address 627 Edsa Cubao, Quezon City, represented in this Act by its duly authorized representative, **MARY ANN BORBE, SALES ACCOUNT EXECUTIVE**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of Consultation Workshop and Presentation-Validation of the Enhanced Philippine Rice Industry Roadmap (PRIR) to the Department of Agriculture (DA) on November 12-13, 2024** with approved **Purchase Request No. 24-11-536** and Request for Quotation was 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 and accommodation services under the terms and conditions hereinafter set forth;

WHEREAS, the Approved Budget for the Contract is **FOUR HUNDRED EIGHT THOUSAND PESOS (Php 408,000.00)**;

WHEREAS, PCAF has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement under 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 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 No. 2024-181** to the **SUPPLIER** on November 11, 2024;

PAID
Received by: _____
Date: _____

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 food, accommodation, and venue for a total of **EIGHTY FIVE (85) participants** of PCAF during the Consultation Workshop and Presentation-Validation of the Enhanced Philippine Rice Industry Roadmap (PRIR) to the Department of Agriculture (DA) scheduled for November 12-13, 2024.

Section 2

107-24-12-0001

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 **FOUR HUNDRED EIGHT THOUSAND PESOS (Php 408,000.00) 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 food, accommodation, and venue for a total of **EIGHTY FIVE (85) participants** of PCAF during the Consultation Workshop and Presentation-Validation of the Enhanced Philippine Rice Industry Roadmap (PRIR) to the Department of Agriculture (DA) scheduled for November 12-13, 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 **within ninety (90) days** from the original date, if the event is canceled due to natural disasters, unforeseen circumstances, or other causes beyond their control. 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 receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **FOUR HUNDRED EIGHT THOUSAND PESOS (Php 408,000.00) inclusive of government taxes**, for the whole duration of the event; and
4. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with law and policies set forth by the **SUPPLIER**.

107-24-12-0001

Section 5

TERMS OF PAYMENT

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

Section 6

INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION (Full Board)

- 2 days and 1 night for 85 pax
- a. **MEALS: Managed Buffet**
 - 1st day (Lunch, PM Snacks & Dinner)
 - 2nd day (Breakfast, AM & PM Snacks, & Lunch)
 - NO CREAM DORY
 - Meals should include three (3) main courses plus soup, dessert & 1 round of soft drink/juice, in can during lunch and dinner.
- b. **HOTEL ROOM - Accommodation**
 - With Single Individual Bed with inside comfort room, spacious area and at least 30 square meter floor area
 - Room Configuration: 3 single occupancy, 8 double occupancy, 22 Triple sharing (individual beds)
 - complimentary in-house high-speed Wi-fi Internet Access
 - with hot and cold shower
 - Air-Conditioned Rooms

- one (1) Secretariat room
- hotel amenities

c. USE OF CONFERENCE ROOM FOR 2 DAYS SESSION

- preferably at least 2.7 meters ceiling height
- well-lighted
- could accommodate participants of up to 100 pax for fish bone and/or round table set up, with technical operation staff
- with high-speed Wi-fi Internet Access to all rooms and conference rooms
- White board with marker and eraser
- Pencils with erasers
- At least 3 microphones (preferably wireless)
- Provision of extension cords
- Provision of sound system
- LCD projector and LCD screen
- Flowing coffee/tea and distilled water and candies

d. SERVICE EVENT REQUIREMENT

107-24-12-0001

- With complimentary welcome streamer & backdrop tarpaulin
- Waived electricity charges for use of laptops, printer and projector
- Preferably with in-house medical service/clinic or nearby clinic.
- Available 24-hour standby generator.

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.

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

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

FORCE MAJEURE

If the event is canceled due to natural disasters, unforeseen circumstances, or other causes beyond its control, **PCAF** shall be rescheduled for a different date **within ninety(90) days** from the original date, with the new schedule mutually agreed upon by both parties.

Section 12

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 13

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.

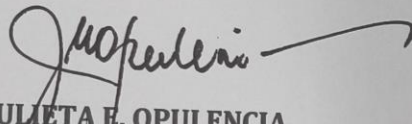
Section 14

AMENDMENT

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

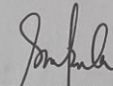
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 12 NOV 2024 day of November, 2024 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF



JULIETA E. OPUENCIA
OIC-Executive Director

REDHOTEL INC.
SUPPLIER

107-24-12-0001


MARY ANN BORBE
Sales Account Executive

SIGNED IN THE PRESENCE OF:


SARAH L. BALES
OIC-Chief, Policy Development and
Coordination Division

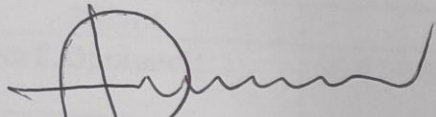
NAME OF WITNESS
RedHotel, Inc.



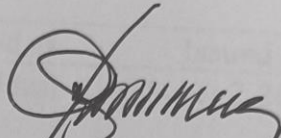
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 408,000 -
BS No. 07-308601-2024-11-001

FUNDS AVAILABLE: ₱ 408,000
Control No. 0124-10-248

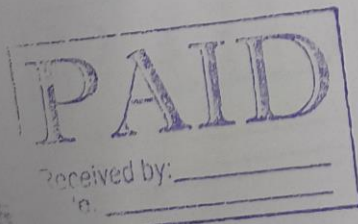


JOSE REDENTOR H. BESENIO
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section



MARIA DIVINA P. GONZALES
Chief, Accounting Section

107-24-12-0001



ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in **QUEZON CITY** this **12 NOV 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
Mary Ann Borbe	AG-1819 1026-0154-1522		

107-24-12-0001

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


ATTY. BRYAN G. PEKAS

Notary Public for Quezon City

Valid until December 31, 2024

Roll of Attorney No. 66393

IBP No. 431484 / 27 January 2024

Admin Matter No. NP-317 / TIN 289-467-753

PTR No. 5731191, 01-29-2024, Quezon City

MCLE Compliance No. VII-0025903; 01-30-2023

600 BSA Diamond Finance Bldg. Brgy. SMDP Cubao, Q.C.

Doc. No. 465
Page No. 96
Book No. XIX
Series of 2024

