

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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-

**GOLDEN PRINCE HOTEL AND SUITES**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Acacia St. Cor Archbishop Reyes Ave, Kamputhaw, Cebu City, represented in this Act by its duly authorized representative, **Sales Account Manager, MS. ODETTE ROSELL**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

**WHEREAS**, **PCAF** requested the procurement of **one (1) lot food and accommodation for the Conduct of FY 2024 Visayas Participatory Performance Review and Planning Workshop cum PL480 Performance Assessment on September 30 - October 4, 2024** in Cebu City with approved PR No. 24-09-412 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**, **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 September 16, 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 September 16, 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 food, accommodation, and venue for a total of **ONE HUNDRED THIRTY FIVE (135) participants** during the FY 2024 Visayas Participatory Performance Review and Planning Workshop, including the PL480 Performance Assessment, scheduled from September 30 to October 4, 2024.

Section 2

105-24-10-0101

**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 **EIGHT HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php 893,500.00) 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 necessary food, accommodation, and venue for a total of **ONE HUNDRED THIRTY FIVE (135) participants** during the FY 2024 Visayas Participatory Performance Review and Planning Workshop, including the PL480 Performance Assessment, scheduled from September 30 to October 4, 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 at no additional cost if the event is canceled due to unforeseen circumstances. The new schedule will be mutually agreed upon by both parties.



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

105-24-10-0101

**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 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.



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 upon the receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **EIGHT HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php 893,500.00) inclusive of all applicable government taxes and fees** for the whole duration of the event;
4. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with law and policies set forth by the **SUPPLIER**.

Section 5

**TERMS OF PAYMENT**

"The total contract price for the food and accommodation services is **EIGHT HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php 893,500.00)**, inclusive of all applicable government taxes and fees, and shall be paid in full after the conclusion of the event and upon receipt of the billing statement."

Section 6

**INCLUSION IN THE SERVICES**

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

**September 30, 2024 to October 2, 2024**

**FOOD AND ACCOMMODATION**

- 3 days/2 nights x 40 pax
- 1 Networking Session for 40 pax

**a. MEALS: Managed Buffet**

- Day 1 - Managed Buffet Lunch, PM Snacks and Managed Buffet Dinner
- Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Management Buffet Dinner and networking session
- Day 3 - Buffet Breakfast, AM Snacks

**b. HOTEL ROOM - Accommodation**

- (2) single rooms, (1) twin sharing rooms with individual beds; (12) triple sharing rooms with individual beds



- Complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- Hotel amenities

**October 1, 2024 to October 4, 2024**

**FOOD AND ACCOMMODATION**

105-24-10-0101

- 4 days/3 nights x 95 pax
- 1 networking session x 95 pax

**a. MEALS: Managed Buffet**

- Day 1 - Managed Buffet Lunch, PM Snacks and Managed Buffet Dinner
- Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Management Buffet Dinner
- Day 3 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Management Buffet Dinner and networking session
- Day 4 - Buffet Breakfast, AM Snacks

**b. HOTEL ROOM - Accommodation**

- (2) single rooms; (31) triple sharing rooms with individual beds
- Complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- Hotel amenities

**c. USE OF CONFERENCE ROOM FOR 5 DAYS SESSION AND 2 NETWORKING SESSIONS**

- Provision of LCD projector and screen, whiteboards with marker and eraser, pads and pencils
- Free use of Sound System
- Flowing coffee/tea and purified water during sessions
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities free of charge

**d. SERVICE EVENT REQUIREMENT**

- 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 13

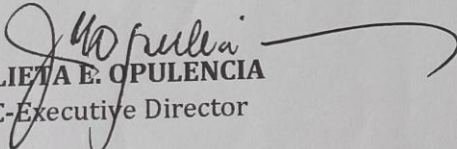
AMENDMENT

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 SEP 27 2024 day of 105-24-10-0101 2024 at Quezon City, Philippines.

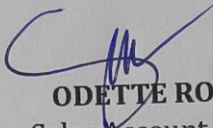
PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES

PCAF

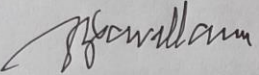
  
JULIETA E. OPULENCIA  
OIC-Executive Director

GOLDEN PRINCE HOTEL AND SUITES

SUPPLIER

  
ODETTE ROSELL  
Sales Account Manager

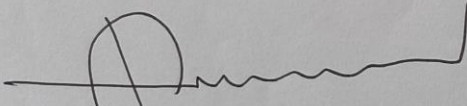
SIGNED IN THE PRESENCE OF:

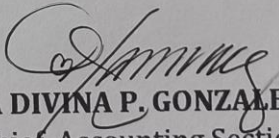
  
FLORELIZ P. AVELLANA  
Chief, Planning, Monitoring and  
Knowledge Management Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: P 893,570.00  
BS No. 021024282024-09-0000 14

FUNDS AVAILABLE: P 893,570.00  
Control No. 105-24-10-0101-231

  
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.

QUEZON CITY

SEP 27 2024

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

105-24-10-0101

| Affiant              | ID                | Issued at     | Issued on       |
|----------------------|-------------------|---------------|-----------------|
| Julieta E. Opulencia | SC # 20-30902     | Cainta, Rizal | October 2, 2020 |
| Odette Rosell        | SSS# 06-1790907-3 |               | May 20, 1976    |

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

Notary Public

Doc. No. 145  
Page No. 36  
Book No. XV III  
Series of 2024

ATTY. MANNY V. GRASIN  
NOTARY PUBLIC  
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 386703 / 12-29-23 / QUEZON CITY  
PTR NO. 5428107 / 01-02-24 / QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698 Until 04/14/25  
TIN NO. 243-085-918