

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENT:

17 OCT 2023

This Contract of Agreement made and entered into this \_\_\_\_ day of September 2023 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, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, 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-

**TAGAYTAY COUNTRY HOTEL**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Olivarez Plaza, Tagaytay City represented in this Act by its **Sales Account Executive, KING VECINAL DUEÑAS**, hereinafter referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS, the PCAF** requested the procurement of one (1) lot food and accommodation for the **Conduct of FY 2023 Luzon B Participatory Performance Review and Planning Workshop on November 8-10, 2023** with approved PR No. 23-09-413 and sent through email to three (3) prospective bidders;

**WHEREAS, the SUPPLIER** is engaged in meals and accommodation services and had submitted its quotation;

**WHEREAS, the opening of bid** was undertaken on September 27, 2023 and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as 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 September 27, 2023;

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

#### A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **Five Hundred Fourteen Thousand and Eight Hundred Pesos Only (Php 514,800.00)** to **TAGAYTAY COUNTRY HOTEL** for the procurement of one (1) lot food and accommodation for the conduct of FY2023 Luzon B Participatory Performance Review and Planning Workshop on November 8-10, 2023 in Tagaytay City; and
2. Pay the **SUPPLIER** after completion of the activity and receipt of the billing statement.

#### B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required food and accommodation services for the conduct of the workshop on November 8-10, 2023 for the total amount of **Five Hundred Fourteen Thousand and Eight Hundred Pesos Only (Php 514,800.00)**, as follows:

**Food and Accommodation:**

- 3 days and 2 nights for 99 participants
- 1 evening session for 99 participants

**Inclusions:**

- **HOTEL ROOM ACCOMMODATION** (2) single rooms, (1) twin sharing room (separate beds), (1) triple sharing room (separate beds), (23) quadruple sharing rooms (separate beds)
- **MEALS** on the 1st day (Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner)
- **MEALS** on the 2nd day (Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner/Evening Session)
- **MEALS** on the 3rd day (Breakfast and AM Snacks)
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and 1 round juice during lunch and dinner

**NOTE:** No cream dory in the menu

- Free use of two (2) function rooms for 3 days and 1 evening session
- Provision of LCD projector and screen, whiteboard with marker and eraser, pads and pencil
- Free use of electricity for laptops and printers
- Free use of Sound System
- Flowing coffee/tea and purified water, candies and mints during sessions
- With complimentary welcome streamer and backdrop tarp
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities free of charge.
- Standby generator
- Free parking

2. Bill the **PCAF** for the food and accommodation services; and

3. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

**C. GENERAL PROVISIONS**

The parties shall mutually agree to perform, fulfill, and abide with all the provisions and requirements, and on all matters contained or could be reasonably inferred from the Contract.

**D. AMENDMENT**

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

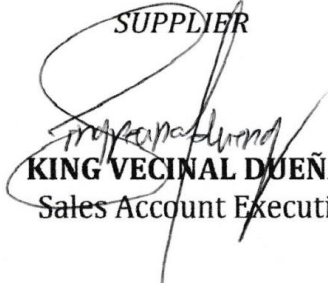
17 OCT 2023

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of October 2023 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

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

**TAGAYTAY COUNTRY HOTEL**

*SUPPLIER*  
  
**KING VECINAL DUEÑAS**  
Sales Account Executive

SIGNED IN THE PRESENCE OF:

*[Signature]*

**FLORELIZ P. AVELLANA**  
Chief, PMKMD

*[Signature]*  
**JAILINE C. ARIMBUYAN**  
FRONT OFFICE ASSISTANT

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** ₱ 514,800  
**BS No.** 101-29-10-1307

**FUNDS AVAILABLE:** ₱ 514,800  
**Control No.** 10-217

*[Signature]*

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

*[Signature]*

**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section

**ACKNOWLEDGEMENT**

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

17 OCT 2023

Before me, Notary Public, for and in Quezon City this \_\_\_ day of October 2023 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
<b>Julieta E. Opulencia</b>	SC # 20-30902	Cainta, Rizal	October 2, 2020
<b>King Vecinal Dueñas</b>	CRN# <u>0111-99116595</u>	Tagaytay City	

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

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

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Series of 2023

