

RECEIVED 11 MAR 2024

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

MAR 11 2024

By: [Signature]

This Contract of Agreement made and entered into this ___ day of ___ 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-

ASHCOLE HOTELS & RESORTS CORPORATION (SOLANO HOTEL) a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Gen. Luna Street, Sabang, Lipa City, Batangas, represented in this Act by its Chief of Sales and Marketing Officer, HAZEL JOYCE SOLANO, hereinafter referred to as the SUPPLIER.

WITNESSETH

WHEREAS, the PCAF requested the procurement of One (1) lot meals and accommodation for the conduct of orientation for newly recruited AFCs and newly designated coordinators on March 13-15, 2024 in Gen. Luna Street, Sabang, Lipa City with approved PR No. 24-02-059 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 February 26, 2024 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 February 26, 2024;

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 Three Hundred Thirty Thousand Pesos Only Pesos (Php 330,000.00), inclusive of government tax, to SUPPLIER for the procurement of One (1) lot meals and accommodation for the conduct of orientation for newly recruited AFCs and newly designated coordinators on March 13-15, 2024 in Gen. Luna Street, Sabang, Lipa City; and
2. Pay the SUPPLIER after completion of the activity and receipt of the billing statement.

MELINDA T. QUINONES [Signature]

[Signature]

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required food and accommodation services for the conduct of orientation for newly recruited AFCs and newly designated coordinators on **March 13-15, 2024** for the total amount of **Three Hundred Thirty Thousand Pesos Only Pesos (Php 330,000.00)**, as follows:

3 days and 2 nights @ 69 pax
69 pax for Networking session

Inclusions:

Hotel Room accommodation (airconditioned, twin sharing individual bed)
MEALS on the 1st day (Lunch, PM Snacks and Buffet Dinner)
MEALS on the 2nd day (Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner)
MEALS on the 2nd day (Networking Session)
MEALS on the 3rd day (Buffet Breakfast, AM Snacks)
MEALS should include two (2) main courses, vegetables, soup, dessert, and one round drinks/juice during lunch and dinner

Note: No Cream Dory in the menu

Free use of Conference room for 2 days
(Could accommodate participants up to 69 pax for fish bone and/or round table set up, well-lighted, air conditioned, with good ventilation)
Provision of lift or elevator when building has more than 2 floors for senior citizens and PWD use
Provision of LCD screen, at least 2 whiteboards with markers and eraser, pads, and pen
Provision of alcohol for sanitation (for Covid-19 safety protocols)
Free use of electricity for laptop, LCDs, and printers
Free use of sound system, extension cords and microphones with extra batteries
Free use of projectors and wireless presenters/pointers
Flowing coffee/tea and purified water, candies/mints and peanuts during sessions
With complimentary welcome streamer and backdrop tarpaulin
Free parking and access to other hotel amenities free of charge
Complimentary Wi-Fi connectivity
With standby generator

Inclusive of government tax

MELINDA T. QUINONES


2. Bill the **PCAF** for the food and accommodation services and provide the necessary payment details; and

PCAF-Contract-2024-002



Name of Bank/Branch	Landbank of the Philippines (Lipa Big Ben)
Bank Account Name	ASHCOLE RESORTS & HOTELS CORPORATION
Bank Account Number	6392110893

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

C. 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.

D. 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.

E. AMENDMENT

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

MELINDA T. QUINONES

MAR 11 2024

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

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

ASHCOLE HOTELS & RESORTS CORPORATION
(SOLANO HOTEL)
SUPPLIER



JULIETA E. OPULENCIA
OIC-Executive Director



HAZEL JOYCE SOLANO
Chief of Sales & Marketing Officer

SIGNED IN THE PRESENCE OF:



MELINDA T. QUIÑONES
CHIEF, PARTNERSHIP DEVELOPMENT DIVISION


PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 333,000.
BS No. 02-101107 2024-03-180

FUNDS AVAILABLE: 330,000.00
Control No. 101-24-03-091



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



MARIA DIVINA P. GONZALES
Chief, Accounting Section

PCAF-Contract-2024-009

ACKNOWLEDGEMENT

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

QUEZON CITY

MAR 11 2024

Before me, Notary Public, for and in _____ this ____ 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
Hazel Joyce Solano	P8302885B	DFA Manila	November 26, 2021

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

MELINDA T. QUINONES


Notary Public

Doc. No. 353
Page No. 7d
Book No. V
Series of 2024


ATTY. MANNY V. CRASPIN
NOTARY PUBLIC
COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C.
DPOS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 380703 / 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

PCAF-Contract-2024-009