



# CONTRACT AGREEMENT FORM PR NO.24-07-041 PIAHRDD2024

# LEASE OF VENUE WITH ACCOMMODATION AND MEALS FOR THE CONDUCT OF TECHNICAL TRAINING FOR PRODUCING EFFECTIVE MULTIMEDIA IECS FROM AUGUST 4-8, 2024

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_ 2024 between the **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **WILSON T. BUERANO JR**, with authority under PIA Office Order No. <u>171</u> series of <u>2023</u>, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **MAE H. BIEN**, Sales and Events Coordinator of **VERJANDEL HOTEL INC.** herein referred to as **"CONTRACTOR"** with office address at #70 Kalayaan Avenue Diliman Quezon City of the other part;

WHEREAS, the PHILIPPINE INFORMATION AGENCY (PIA) solicited Bids for certain goods and ancillary services, particularly for the LEASE OF VENUE WITH ACCOMMODATION AND MEALS FOR THE CONDUCT OF TECHNICAL TRAINING FOR PRODUCING EFFECTIVE MULTIMEDIA IECS FROM AUGUST 4-8, 2024 and has accepted a Bid from the Verjandel Hotel Inc. for the provision of the aforementioned goods and services in the sum of SIX HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED PESOS ONLY (PHP 678,300.00) hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- **I.** The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, *viz.*:
  - a. Purchase Request No. 24-07-041
  - b. Terms of Reference
  - c. Supplier Quotation and Request for Quotation
  - d. Statement of Compliance

## II. OBLIGATIONS OF THE PARTIES

- a. That the Contractor shall render Lease of Venue with Accommodation and Meals for the conduct of Technical Training for Producing Effective Multimedia IECS from August 4-8, 2024
- b. That the Contractor shall strictly comply with the Terms of Reference of this Agreement
- c. The Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"); (d) the Contractor covenants with the PHILIPPINE INFORMATION AGENCY (PIA) to provide the goods and services and

to remedy defects therein in conformity in all respects with the provisions of the Contract.

d. For its services, the PIA shall pay the amount of Six Hundred Seventy-Eight Thousand Three Hundred Pesos Only (Php 678,300.00) within thirty (30) days from receipt of statement of account, subject to the usual accounting and auditing rules. Any charges incurred in excess of the contract amount shall be billed accordingly.

#### III. RESERVATION CLAUSE

PIA reserves the right to cancel, and/or to re-schedule the event in case of force majeure, acts of God, or any manmade or natural disasters without incurring additional cost or liability.

## IV. LIQUIDATED DAMAGES

In the event that the Contractor violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Contractor shall be liable for damages for such failure, and shall pay the PHILIPPINE INFORMATION AGENCY (PIA) liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for any notice or demand from the PHILIPPINE INFORMATION AGENCY (PIA), in addition to other remedies that the PHILIPPINE INFORMATION AGENCY (PIA) may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PHILIPPINE INFORMATION AGENCY (PIA)".

#### V. TERMINATION OF CONTRACT

The PHILIPPINE INFORMATION AGENCY (PIA) reserves the right to terminate this Contract for any cause which may include failure of the Contractor to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the PHILIPPINE INFORMATION AGENCY (PIA) or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

## PHILIPPINE INFORMATION AGENCY:

MARK FOR
- REDACTION
WILSON T. BUERANO JR.

Deputy Director-General for Finance And Alternate Head of Procuring Entity (HoPE) VERJANDEL HOTEL INC

MARK FOR REDACTION

MAE H/ BIEN

Sales and Events Coordinator

SI	GNED IN THE PRESENCE OF:
MARK FOR REDACTION	MARK FOR REDACTION
End-User Representative	(Supplier Rep. as Witness)

# NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines) City of QUEZON CITY ) S.S.	
	0 1 AUG 2024
	and in the above jurisdiction, this day peared and presented sufficient proof of
WILSON T. BUERANO JR. ID No: MAE H. BIEN ID No:	Issued at/on: Issued at/on
the foregoing document consisting of	persons who executed and voluntarily signed of only pages including this page of vledged to me as their own free and voluntary
<b>IN WITNESS WHEREOF</b> , I here and place first above mentioned.	eto affixed my signature and seal on the date
Doc. No. 7; Page No. 7; Book No. 71; Series of 2024	PTR No. 5565783 / January 03, 2024 Q.C  PTR No. 399899 / January 04, 2024 Q.C  Roll No. 30457 / 05-09-1980  MCLE VII-0006994 / 09-21-2021  ADM. MATTER No. NP-021 (2024-2025)  TIN NO. 131-942-754  Mataline Corner Malakas ST., Brgy. Central

District N, Diliman Quezon City