



Presidential Communications Office
Philippine Information Agency
Ahensiyang Pang-impormasyon ng Pilipinas



CONTRACT AGREEMENT FORM
PR_NO. 23-12-094_PIASEC2022
PROCUREMENT OF ONE (1) LOT CATERING SERVICES PROVIDER FOR THE
PIA CHRISTMAS SALO-SALO 2023

THIS AGREEMENT made this ____ day of ____ 2023 between **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 171 Office Order series of 2023, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **MARIVIC EUGENIO**, Events Manager of **FORTUNE GATE CORPORATION** herein referred to as **"SUPPLIER"** with office address at 1824 Jorge Bocobo St., Malate Manila of the other part;

WHEREAS, the "PHILIPPINE INFORMATION AGENCY (PIA)" solicited Bids for certain goods and ancillary services, particularly for the **PROCUREMENT OF ONE (1) LOT CATERING SERVICES PROVIDER FOR THE PIA CHRISTMAS SALO-SALO 2023** and has accepted a Bid from **FORTUNE GATE CORPORATION** for the supply of the aforementioned goods and services in the sum of **ONE HUNDRED FORTY-FIVE THOUSAND PESOS ONLY (PHP 145,000.00)**.

WHEREAS, the PIA Bids and Awards Committee, after due deliberation, recommended the award of contract to **FORTUNE GATE CORPORATION** and the same was approved and issued on 12 December 2023;

NOW THEREFORE, for and in consideration of the foregoing premises, and mutual covenants hereinafter set forth, the PARTIES agree on the following:

1. In this Agreement words and expressions are to be taken in their ordinary and grammatical sense.

2. OBLIGATIONS OF THE SUPPLIER

PROVIDE CATERING SERVICES DURING THE PIA CHRISTMAS SALO-SALO 2023 - DECEMBER 15, 2023 PIA Lobby, PIA Bldg Visayas Ave Vrasa Quezon City

a. EVENT PROPER:

- Ingress at least (3) hours before the program;
- Complete buffet set-up;
- Free mineral water and ice;
- Dressed up round dining tables with centerpieces;
- Chairs with seatcovers;
- Waitstaff;
- Ensure quality of food and drink;
- At least three (3) VIP tables that can seat 8 people each; and
- VIP's food is plated set-up

b. PM SNACKS AND HEAVY DINNER BUFFET STYLE (250 PAX)
PM SNACKS

- Snacks
- Cold Drinks (Juice/ Soft Drink)

Fund Cluster: _____
Fund Allocation: _____
ADEL MARK FOR RED ACTION
OIC, Agency Accountant
INO

c. DINNER

- Main Course:
- Four (4) viands (pork, beef, chicken and fish)
- One (1) vegetable or other side dish
- Rice
- Dessert
- Cold Drinks (juice/ Soft Drink)

Note : The supplier must provide at least 30 tables with chairs , cloth cover for 250 pax

- The Supplier shall always comply, with all security and safety requirements imposed by PIA during their delivery.
- **HEALTH AND SAFETY PROTOCOLS-** The PIA's health and safety protocols shall likewise apply to and be binding on all Service Personnel deployed in this regard, the Service Provider shall:
 - a) Provide its service personnel with face masks which they must wear at all times while at work;
 - b) Ensure that all service personnel deployed are fully vaccinated against COVID-19.

3. TERMS OF PAYMENT

PIA shall pay FORTUNE GATE CORPORATION upon issuance of Statement of Account, and certificate of acceptance and completion for every completed delivery of services (per Bootcamp Batch), and in accordance with accounting and auditing rules and procedures.

4. LIQUIDATED DAMAGES

In the event that FORTUNE GATE CORPORATION violated 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 FORTUNE GATE CORPORATION 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, 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)".

5. TERMINATION OF CONTRACT

The PHILIPPINE INFORMATION AGENCY (PIA) reserves the right to terminate this Contract for any cause which may include failure of FORTUNE GATE CORPORATION 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 FORTUNE GATE CORPORATION 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.

- 6.** In consideration of the payments to be made by the PHILIPPINE INFORMATION AGENCY (PIA) to FORTUNE GATE CORPORATION as hereinafter mentioned, FORTUNE GATE CORPORATION hereby 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

- 7.** The PHILIPPINE INFORMATION AGENCY (PIA) further hereby covenants to pay FORTUNE GATE CORPORATION in consideration of the provision of the

aforementioned services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

FORTUNE GATE CORPORATION:

MARK FOR REDACTION

MARIVIC EUGENIO
Events Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

KATHERINE CHLOE S. DE CASTRO
End-User Representative

(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of MANILA) S.S.

BEFORE ME, Notary Public for and in the above jurisdiction, this DEC 14 2023 day of _____ 2023, personally appeared and presented sufficient proof of identification:

WILSON T. BUERANO JR. ID No: _____ Issued at/on: _____
MARIVIC EUGENIO ID No: _____ Issued at/on: _____

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only three (3) pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.

MARK FOR REDACTION TARY PUBLIC

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GE NO. XXX/11
BOOK NO. 2023
SERIES OF 2023

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila- Until 12-31-2024
Notarial Commission No. 2023-091
ROLL NO. 68731 MCVE COMPLIANCE NO VII-0011675
IBP NO. 293899-01/10/2023- Pasig City
P.T.R. NO. 0822023-Jan 3, 2023 Manila
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila