

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED
22 APR 2025
By: **MOSES V. MENDOZA**

KNOW ALL MEN BY THESE PRESENTS:

28 APR 2025

This Contract of Agreement made and entered into this ____ day of ____ 2025 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 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-

HAYAT SKY TOWERS, a registered corporation licensed to operate business in the Philippines, with principal office address at Plaza Ville Subdivision, Veterans Drive, Cebu City, represented in this Act by its duly authorized representative, **MARICEL M. SAYAGO**, SALES ACCOUNT MANAGER, 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 April 23-25, 2025**, in Plaza Ville Subdivision, Veterans Drive, Cebu City with approved **PR No. 25-03-152** and sent through email to three (3) prospective bidders with known qualifications;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (Php168,000 .00)** inclusive of all applicable government taxes and fees;

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 and had submitted its quotation;

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 **April 11, 2025**, 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 **April 11, 2025**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed to enter into this Agreement under the following terms and conditions:

Section 1

SCOPE OF SERVICES

The **SUPPLIER** shall provide food, accommodation, and venue for a total of **thirty-five (35) participants of PCAF** during the conduct of orientation for newly recruited AFCs and newly designated coordinators, to be held from April 23 to 25, 2025, at Plaza Ville Subdivision, Veterans Drive, Cebu City.

Section 2

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 **ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE PESOS ONLY (Php 167,475.00) 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 food and accommodation services on **April 23-25, 2025** to the **THIRTY-FIVE (35)** participants of **PCAF**;
2. Be held liable for any damage or loss of property, death, or injury caused by the fault or negligence of the **SUPPLIER's** employees or personnel during the term of this Contract
3. Hold **PCAF** free from any third-party liability arising from damage or loss of property, death, or injury to individuals caused by the fault or negligence of the **SUPPLIER's** employees or personnel for the entire duration of this Contract.
4. Ensure that all 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. Bill the **PCAF** for the food and accommodation services and provide the necessary payment details; and

Name of Bank/Branch	BPI Cebu Jones
Bank Account Name	Hayat Sky Towers Corporation
Bank Account Number	001-301-035-256

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

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 receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE PESOS ONLY (Php 167,475.00) inclusive of government taxes, 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 the policies set forth by the **SUPPLIER**;

Section 5

TERMS OF PAYMENT

PCAF binds itself to pay the **SUPPLIER** within thirty (30) days after the conclusion of the orientation/activity.

Section 6

INCLUSION IN THE SERVICES

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

a. Food/Meals

1. **Day 1** – Lunch, PM Snacks, and Buffet Dinner;
 2. **Day 2** – Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner;
Day 2 – Meals on the 2nd day (Networking Session)
 3. **Day 3** - Buffet Breakfast, AM Snacks.
- Meals should include two (2) main courses, vegetables, soup, dessert, and one round of drinks/ juice during lunch and dinner.
 - **NOTE:** No Cream dory in the menu.

b. Hotel Room Accommodation: Three (3) days and two (2) night's stay (Airconditioned, 1 single occupancy room, 1 quadruple sharing rooms with individual bed and 10 triple sharing room with individual bed)

c. Function Room:

1. Free use of the Conference room for two (2) days. The conference room should be reserved exclusively for two (2) days, accommodating up to thirty-five (35) participants comfortably. It should be conducive to both fishbone and round table setups, it should be well-lighted, fully air conditioned, and with good ventilation;
2. Provision of lift or elevator when the building has more than two (2) floors for senior citizen and PWD use;
3. Audio visual equipment;
 - i. LCD screen
 - ii. Projector
 - iii. At least two (2) whiteboards with markers, erasers, pads, and pens

d. Service Event Requirements

1. Complementary welcome streamer and backdrop tarpaulin;
2. Complementary Wi-fi connectivity to all rooms including the conference room;
3. Free use of electricity for laptops, LCDs, and printers;
4. Free use of sound system, extension cords, and microphones with extra batteries;
5. Free use of projectors and wireless presenters/ pointers;
6. Free flowing brewed coffee, hot tea, purified drinking water, candies, mints, and peanuts during sessions;
7. Provision of transport from Airport to Hotel and vice-versa;
8. Provision of alcohol for sanitation (COVID-19 safety protocol);
9. Free use of Standby generator in case of brownout;
10. Preferably with in-house nurse and medical attendant in case of emergency;

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 8

TERMINATION OF CONTRACT

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least one (1) day before the intended termination date, unless otherwise provided in this Contract.

Section 9

VENUE OF ACTION AND DISPUTE RESOLUTION

Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached and litigation becomes necessary, the dispute shall be exclusively brought before the proper courts of Quezon City, Philippines.

Section 10

FORCE MAJEURE

Neither party shall be held liable for any failure or delay in the performance of any of its obligations due to force majeure events, such as acts of God, fires, earthquakes, natural disasters, war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

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.

The amount of liquidated damages shall be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

Section 12

OTHER CONDITIONS OF THE CONTRACT

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**.
- c. The **SUPPLIER** shall exercise due diligence in the performance of its duties.

- d. 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.
- e. 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.
- f. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

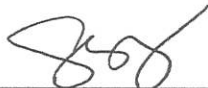
21 APR 2025

IN WITNESS WHEREOF, the parties have hereunto set their hands, this ____ day of _____ 2025 at Quezon City, Philippines.

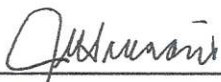
PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
(PCAF)


JULIETA E. OPULENCIA
OIC- EXECUTIVE DIRECTOR

HAYAT SKY TOWERS
(SUPPLIER)


MARICEL M. SAYAGO
SALES ACCOUNT MANAGER

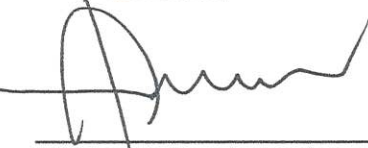
SIGNED IN THE PRESENCE OF:


CONCHITA S. DEL ROSARIO
OIC-Division Chief
PARTNERSHIP DEVELOPMENT DIVISION

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)

ALLOTMENT AVAILABLE: ₱167,475
BS No. 021011012025-04-0353

FUNDS AVAILABLE: ₱167,475
Control No. 2025-04-0100


JOSE REDENTOR H. BESENIO
ASSISTANT DIVISION CHIEF, AFMD
& CHIEF, BUDGET SECTION


MARIA DIVINA P. GONZALES
OIC-CHIEF, ACCOUNTING SECTION

21 APR 2025

QUEZON CITY

2/2

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

ATTY. RIZAL JOSE P. MALMOROS
NOTARY PUBLIC
UNTIL JANUARY 31, 2026
AUSA - CEN-PC-003
PTR NO. 79 - 1st DISTRICT / O/C
IBP# 1874 - 1st DISTRICT / O/C
JANUARY 2025
REGISTERED AT - 05-07-2024
Atty. #793 Bldg Barrano Road, Barangay
San Roque, Marikina City

day