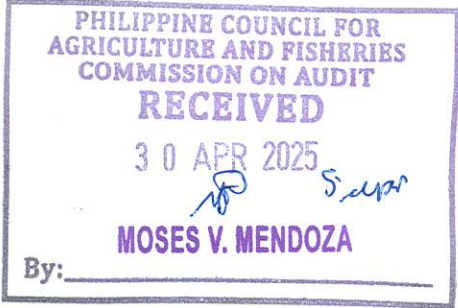


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this APR 25 2025 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 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-

**HOTEL DOMINIQUE, INC.**, a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at KM 55 Aguinaldo Highway, Maitim 2nd East, Tagaytay City, Cavite, represented in this Act by its Authorized Representative, **MARK IAN JULONGBAYAN**, Junior Account Executive, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

**WHEREAS**, **PCAF** requested the procurement of one (1) lot of meals and accommodation for the conduct of the training entitled: **"TRADE NEGOTIATIONS 101"** on **April 27-30, 2025** with approved Purchase Request No. 25-03-151 and Request For Quotations (RFQs) were sent through email to three (3) prospective suppliers/contractors with known qualifications;

**WHEREAS**, the Approved Budget for the Contract is **THREE HUNDRED TWENTY FOUR THOUSAND PESOS ONLY (Php 324,000.00)**;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as a capable, competent, and duly licensed provider of meals and accommodation services under the terms and conditions hereinafter set forth;

**WHEREAS**, **PCAF** has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement - Lease of Venue as an alternative mode of procurement pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, the opening of the bid was undertaken on April 11, 2025, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest 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 No. 2025-037 to the **SUPPLIER** on April 11, 2025;

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

PCAF-Contract-2025- 022

Section 1  
**SCOPE OF SERVICES**


The **SUPPLIER** will provide food, accommodation, and venue for a total of **FORTY-FIVE (45) participants** during the conduct of the training entitled: **"TRADE NEGOTIATIONS 101"** on April 27-30, 2025.

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 **THREE HUNDRED TWENTY FOUR THOUSAND PESOS ONLY (Php 324,000.00) 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 the required food, accommodation, and venue to the **FORTY-FIVE (45) participants** during the conduct of the training entitled: **"TRADE NEGOTIATIONS 101"** on April 27-30, 2025;
  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 damages to public and private properties, death, or injury to people as a result of any incident attributed to the **SUPPLIER's** fault that may have occurred during the performance of the contract.
  4. Ensure that all the 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. Book **PCAF** for a different date if the event is canceled due to unforeseen circumstances. The new schedule will be mutually agreed upon by both parties; and
  6. Issue an Official Receipt in the name of **PCAF** upon receipt of full payment.

Section 4  
**RESPONSIBILITIES OF PCAF**

The **PCAF** shall:

- 
1. Ensure that the **SUPPLIER** meets the required specifications for the whole duration of the activity;
  2. Pay the **SUPPLIER** the guaranteed number of participants after completion of the activity and upon the receipt of the billing statement;
  3. Agree that it shall be charged or billed the total amount of **THREE HUNDRED TWENTY FOUR THOUSAND PESOS ONLY (Php 324,000.00), inclusive of government taxes**, for the whole duration of the event; and

4. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with the law and policies set forth by the **SUPPLIER**.

Section 5  
**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, and Managed Buffet Dinner;
  3. Day 3 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner;
  4. Day 4 - Buffet Breakfast, and AM Snacks.
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner
  - **NOTE:** No cream dory on the menu

**b. Function Room**

1. Use of conference room for 2 days (could accommodate participants up to 50-70 pax for fish bone and/or round table set up; well-lighted, air-conditioned, with good ventilation);
2. Provision of lift or elevator when it is more than two floors for senior or PWD use;
3. Audio visual equipment;
  - a. Provision of LCD screen
  - b. Projector
  - c. At least two (2) whiteboards with markers, erasers, pads, and pen
4. Complimentary Wi-Fi connectivity to all rooms and conference rooms;
5. Flowing coffee/tea and purified water, candies/mints, and peanuts during sessions;

**c. Service Event Requirement**

1. Complimentary welcome streamer and backdrop tarpaulin;
2. Free use of electricity for laptops, LCDs, and printers;
3. Free use of sound system, extension cords and minimum of 4 microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers;
5. Free use of standby generator in case of brownout;
6. Preferably with an in-house nurse and medical attendant in case of emergencies

Section 6  
**USE OF SUPPLIER'S PARKING SPACE**

The **SUPPLIER** shall allow the participants to use its parking space and other hotel amenities free of charge.

Section 7  
**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 8  
**VENUE OF ACTION**

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 9  
**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 10  
**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 11  
**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.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this APR 25 2025 day of \_\_\_\_\_ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
*PCAF*

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

**HOTEL DOMINIQUE TAGAYTAY, INC.**  
*SUPPLIER*


  
**MARK IAN JULONGBAYAN**  
Junior Account Executive

**SIGNED IN THE PRESENCE OF:**

  
**CONCHITA DEL ROSARIO**  
OIC - Chief, PDD

  
**MYLA M. COMIA**  
HOTEL DOMINIQUE TAGAYTAY, INC.

**ALLOTMENT AVAILABLE:** ₱ 324,000  
**BS No.** 021011012025-04-0367

  
**JOSE REDENTOR H. BESENIO**  
OIC-Assistant Division Chief, AFMD  
& Chief, Budget Section

**FUNDS AVAILABLE:** ₱ 324,000  
**Control No.** 2025-04-0101

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



ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY this APR 25 2025  
2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID/ Passport No./ CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC #20-30902	Cainta, Rizal	Oct. 02, 2020
MARK IAN JULONGBAYAN	TIN: 247-089-713-000	Amadeo, Cavite	Jan. 29, 2019

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same person who executed the foregoing Contract of Agreement, consisting of \_\_ pages, including this page, and acknowledge to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

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Book No. VI  
Series of 2025

ATTY. FELIZARD M. IBARRA  
Notary Public for Quezon City Until Dec. 31, 2025  
Notary Public 80835  
PTR No. 6986788, 01/07/2025, Q.C.  
IBP No. 331161, December 19, 2023  
MCLE Comp. No. VIII-0000973  
ADM Matter No. NP. 088 / (2025-2026)  
Lot 27, Block VI, No. 1160 Quirino Highway  
Brgy. Kaligayahan, Quezon City