

CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

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 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-

**CITY TRAVEL HOTEL**, a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at **15 Kisad Road, Baguio City** represented in this Act by its Sales Support Staff, **JESSICA BUMA-A**, 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 data gathering activities for the implementation of the capstone project entitled: **"SOCIAL MEDIA FOR THE SUSTAINABLE AGRICULTURE: ENHANCING YOUTH ENGAGEMENT AND INNOVATION"** on **March 19-21, 2025** with approved Purchase Request No. 25-03-120 and through email to three (3) prospective suppliers/contractors with known qualifications;

**WHEREAS**, the Approved Budget for the Contract is **ONE HUNDRED NINETY-TWO THOUSAND PESOS ONLY (Php 192,000.00)**;

**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 March 12, 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 No. \_\_\_\_\_ to the **SUPPLIER** on March 18, 2025;

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

Section 1  
SCOPE OF SERVICES

The **SUPPLIER** shall provide food, accommodation, and venue for a total of **Forty (40) participants** during the **Focus Group Discussion (FGD) and Training on Policy Advocacy** scheduled on **March 19-21, 2025** in **Baguio**.

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 NINETY-TWO THOUSAND PESOS ONLY (PhP 192,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3  
**RESPONSIBILITIES OF THE SUPPLIER**

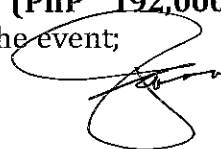
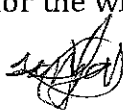
The **SUPPLIER** shall:

1. Provide the necessary food, accommodation, and venue for a total of **Forty (40)** participants of **PCAF** during the **FGD and Training on Policy Advocacy** in Baguio City on March 19-21, 2025;
2. Be held accountable for all liabilities resulting from damage or loss of property, death or injury caused by the fault or negligence of the **SUPPLIER's** employees and personnel during the duration of this contract;
3. Hold **PCAF** free from any third-party liability arising from damage or loss of property, death, or injury to individuals resulting from any incident caused by the fault or negligence of the **SUPPLIER's** employees and personnel during the duration of this 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. Issue an Official Receipt in the name of **PCAF** upon receipt of full payment.
6. In the event of cancellation due to natural disasters, unforeseen circumstances, or other causes beyond control, **PCAF** shall be rebooked for a different date **within thirty (30) days** from the original schedule. The new date shall be mutually agreed upon by both parties. Any payments or deposits made by **PCAF** shall be credited to future bookings.

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 NINETY-TWO THOUSAND PESOS ONLY (PhP 192,000.00) 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 the law and 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 training/ seminar/activity and upon receipt of the billing statement.

## Section 6 INCLUSION IN THE SERVICES

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

### a. Food/Meals

1. Day 1 - Managed Buffet Lunch, Pm Snacks and Managed Buffet Dinner
  2. Day 2 - Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner and Networking Session
  3. Day 3 - Managed Buffet Breakfast, AM snacks
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner, flowing coffee/tea and purified water during sessions.
  - **NOTE:** No cream dory on the menu

### b. Function Room

1. Use of conference room for 3 days and 1 evening session (could accommodate participants up to 40 pax for fish bone and/or round table set up well-lighted, air-conditioned, with good ventilation);
2. Audio visual equipment;
  - a. Provision of LCD screen
  - b. Free use of sound system, extension cords and minimum of 3 microphones with extra batteries;
  - c. Free use of projectors and wireless presenters/pointers;
  - d. At least two (2) whiteboards with markers, erasers, pads, and pen
3. Provision of alcohol for sanitation
4. Complimentary Wi-Fi connectivity to all rooms and conference rooms;

### c. Service Event Requirement

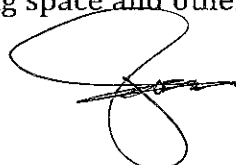
1. Free use of electricity for laptops, LCDs, and printers;
2. Free use of standby generator in case of brownout;
3. Preferably with an in-house nurse and medical attendant in case of emergencies

### d. Accommodation

1. 2-3 sharing individual beds with internet connection.
2. Airconditioner is optional

## Section 7 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 8  
**POSTPONEMENT**

If **PCAF** decides to postpone the event, it must provide written notice to the **SUPPLIER** at least fifteen (15) days prior to the originally scheduled date. Payments or deposits made by **PCAF** shall be applied to future bookings, subject to the availability of function rooms on the new date.

If **PCAF** provides notice of postponement less than fifteen (15) days before the scheduled event and no function rooms are available on the alternative date, **PCAF** may either: proceed with the event on the original schedule, or cancel the event, in which case **PCAF** will be charged on a pro-rata basis.

Section 9  
**TERMINATION OF CONTRACT**

**PCAF** reserves the right to terminate this contract for any valid ground by serving ten (10) day notice to the **SUPPLIER**.

Section 10  
**VENUE OF ACTION**

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 11  
**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 12  
**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 will be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

Section 13  
**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**.

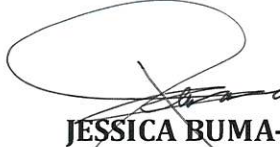
- c. The **SUPPLIER** shall exercise utmost diligence in the performance of its duties. Additionally, all services rendered under or pursuant to this contract shall adhere to the same high standards as those offered by comparable businesses with superior knowledge and skill operating under similar circumstances.
- 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. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.
- f. 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.
- g. 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 18 day of MAR 2025 at Quezon City, Philippines.


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

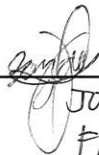
  
**JULIETA E. OPULENCIA**  
OIC - Executive Director

**CITY TRAVEL HOTEL**  
*SUPPLIER*

  
**JESSICA BUMA-A**  
Sales Support Staff, City Travel Hotel

**SIGNED IN THE PRESENCE OF:**

  
**FLORELIZ P. AVELLANA**  
Chief, PMKMD  
**PCAF**

  
**JONALYN GONZALES**  
FRONT OFFICE STAFF  
City Travel Hotel

**ALLOTMENT AVAILABLE:** ₱ 192,000.-  
**BS No.** 021011012025-03-0224

**FUNDS AVAILABLE:** ₱ 192,000.00  
**Control No.** 2025-03-0093

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

  
**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 18 day of MAR 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 ID#20-30902	Cainta, Rizal	Oct. 02, 2020
JESSICA BUMA-A	Employee ID#110714	Baguio City	January 1, 2023

Who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the organizations they represent therein.

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

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Book No. 11  
Series of 2025

Notary Public  
**ATTY. MANNY V. GRAGASIN**  
NOTARY PUBLIC  
COMMISSION NO. 075 UNTIL DEC. 31, 2028 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 488431 / 12-27-24 / QUEZON CITY  
PTR NO. 7009427 / 01-02-25 / QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698 Until 04/14/25  
TIN NO. 243-085-918

