

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED
20 MAY 2025
By: MOSES V. MENDOZA

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 20 day of MAY 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 Executive Director, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

NEW DAWN HOTEL PLUS, a registered corporation licensed to operate business in the Philippines, with principal office address at Don Apolinar, Velez St., Cagayan De Oro City represented in this Act by its duly authorized representative, **JESSA P. OLIVEROS**, Sales Executive, 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 secretariat-coordinators on May 21-23, 2025**, in Cagayan de Oro City with approved **PR No. 25-04-184** and sent through email to four (4) prospective bidders with known qualifications;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED EIGHTY-EIGHT THOUSAND PESOS ONLY (Php288,000.00)** 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 **May 14, 2025**, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Quotation (LCRQ), 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 **May 14, 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:

File

[Signature]

Section 1

SCOPE OF SERVICES

The **SUPPLIER** shall provide food, accommodation, and venue for a total of Sixty (60) participants of **PCAF** during the conduct of orientation for newly recruited AFCs, and newly-designated secretariat-coordinators, to be held from May 21 to 23, 2025, at Don Apolinar, Velez St., Cagayan de Oro 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 **TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED PESOS ONLY (Php285,600.00) 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 **May 21-23, 2025** to the **SIXTY (60)** 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	Land Bank of the Philippines/ Velez, Cagayan de Oro City
Bank Account Name	Grand City Hotels, Inc./New Dawn Pensionne
Bank Account Number	2411-1110-51

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

Handwritten signature/initials on the left margin.

Handwritten signature/initials on the right margin.

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 receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED PESOS ONLY (Php285,600.00)** 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

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; and
 3. **Day 3** - Buffet Breakfast, and AM Snacks.
- Meals should include two (2) main courses, vegetables, soup, dessert, and one round of drinks/juice during lunch and dinner; and
 - Should be locally produced.
 - **NOTE:** No Cream dory and pork in the menu.

- b. Hotel Room Accommodation:** Three (3) days and two (2) night's stay (Airconditioned, 1 single occupancy room and 20 triple sharing rooms 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 sixty (60) participants comfortably. It should be conducive to both fishbone and/or 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 citizens and Persons With Disability 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;

J. Li
dy

A

4. Free use of sound system, extension cords, and minimum of 3 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 transportation service for PCAF official and staff 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 6

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 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 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 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

J. L. Q.

uf

[Signature]

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

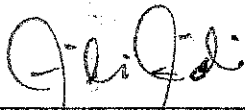
OTHER CONDITIONS OF THE CONTRACT

- 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.

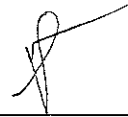
IN WITNESS WHEREOF, the parties have hereunto set their hands, this 20 MAY 2025 day of _____ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR AGRICULTURE
AND FISHERIES**

NEW DAWN HOTEL PLUS



**BERNADETTE B. DE LOS SANTOS
EXECUTIVE DIRECTOR III**



**JESSA P. OLIVEROS
SALES EXECUTIVE**

SIGNED IN THE PRESENCE OF:

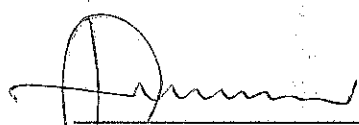



**CONCHITA S. DEL ROSARIO
OIC-Division Chief
PARTNERSHIP DEVELOPMENT DIVISION**

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)

ALLOTMENT AVAILABLE: ₱200,000
 BS No. 02101012021-QC-0470

FUNDS AVAILABLE: 101
 Control No. 2025-05-0112


JOSE REDENTOR H. BESENI0
 CHIEF, BUDGET SECTION


MARIA DIVINA P. GONZALES
 CHIEF, ACCOUNTING SECTION

ACKNOWLEDGEMENT

Republic of the Philippines)

Quezon City) s.s.

20 MAY 2025

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

Affiant	ID	Issued at	Issued on
Bernadette B. de los Santos	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Jessa P. Oliveros	2416-7084-0637-4625	Cagayan de Oro City	May 13, 2022

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same persons who executed the foregoing Contract Agreement, consisting of six (6) pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed and of the agency/institution they respectively represent.

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

Handwritten signature/initials

ATTY. RIZAL JOSE R. VALMORA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2026
 Notary Public
 PER NO. 107-10-01-02-2125/Q.C
 IBP NO. 107-10-01-02-2125/Q.C
 REG. NO. 28425
 MCLE NO. VLP-0057500 / 05-07-2024
 Ad. #473 Road Sarmiento Road, Barangay
 San Roque, Murphy Quezon City

Doc. No. 373
 Page No. 74
 Book No. 2025
 Series of 2025

Handwritten mark