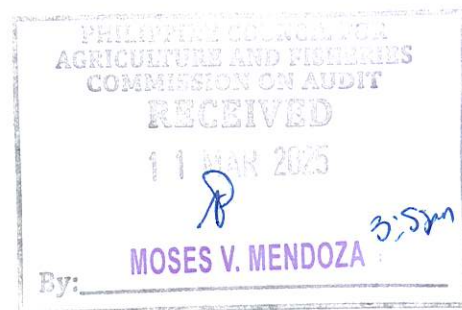


PCAF-Contract-2025- 011



CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

11 MAR 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 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-

The **NEW WELLBEING SPA CITY CORPORATION (LOHAS HOTEL)**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at E Aguinaldo St. Redwood Villas, Clark Free Port Zone, Pampanga represented in this Act by its duly authorized representative, **RODELIZA J. MERCADO, Sales Manager**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **ONE (1) LOT "MEALS AND ACCOMMODATION FOR THE CONDUCT OF PARTICIPATORY MONITORING AND TRACKING (PMT) EXIT CONFERENCE on March 13-14, 2025 in Pampanga** with approved Purchase Request No. 25-02-079 and Request for Quotation was sent through email to at least three (3) prospective bidders;

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;

WHEREAS, the Approved Budget for the Contract is **NINETY-SIX THOUSAND PESOS ONLY (PhP 96,000.00)**;

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 48 of the Revised Implementing Rules and Regulations of the Republic Act No. 9184;

WHEREAS, the opening of bid was undertaken on February 28, 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. 2025-021 to the **SUPPLIER** on February 28, 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 **PMT EXIT CONFERENCE** scheduled on **March 13-14, 2025 in Pampanga**.

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 **NINETY-SIX THOUSAND PESOS ONLY (PhP 96,000.00) 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 **PMT EXIT CONFERENCE** in Pampanga on March 13-14, 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 upon the receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **NINETY-SIX THOUSAND PESOS ONLY (PhP 96,000.00) 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 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 the following:

a. Food/ Meals

1. Day 1 - Buffet Dinner;
 2. Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner
 - **NOTE:** No cream dory in the menu

b. Function Room

1. Use of conference room for 1 day (could accommodate participants up to 40 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 2 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, eraser, pads, and pen
4. Complimentary Wi-Fi connectivity to all rooms and conference room;
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 microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers
5. Provision of alcohol for sanitation (Covid-19 safety protocol);
6. Free use of standby generator in case of brownout;
7. Preferably with in-house nurse and medical attendant in-case of emergencies

Section 7

USE OF SUPPLIER'S PARKING SPACE

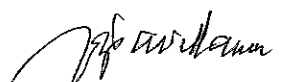
The **SUPPLIER** shall allow the use of its parking space and other hotel amenities to the participants free of charge.

Section 8

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.

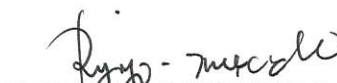
MAR 11 2025

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

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF


JULIETA E. OPUENCIA
OIC - Executive Director

NEW WELLBIENG SPA CITY CORP.
LOHAS HOTEL
SUPPLIER


RODELIZA J. MERCADO
Sales Manager

SIGNED IN THE PRESENCE OF:

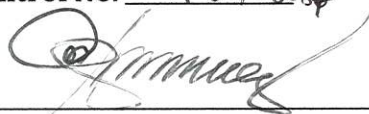

FLORELIZ P. AVELLANA
Division Chief
Planning Monitoring and Knowledge
Management Division


ANA-LYN BANTOLINO
Corporate Secretariat

ALLOTMENT AVAILABLE: ₱90,000.-
BS No. 02101101 2025-03-0169


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

FUNDS AVAILABLE: ₱94,000
Control No. WV03-007


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 MAR 11 2025 day of _____ 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
RODELIZA J. MERCADO	Driver's License C10-00-166192	Angeles City, Pampanga	Jan. 6, 2023

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

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Book No. ✓
Series of 2025

Notary Public
ATTY. MANNY V. CRAGASIN
NOTARY PUBLIC
COMMISSION NO. 075 UNTIL DEC. 31, 2028 Q.C.
DPOS BLDG. CRD. FLR. QUEZON CITY HALL
IBP NO. 488431 / 12-27-23 / QUEZON CITY
PTR NO. 7009427 / 01-02-25 / QUEZON C. TY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VII-0028698 Until 04/14/25
LIN. NO. 243-085-918