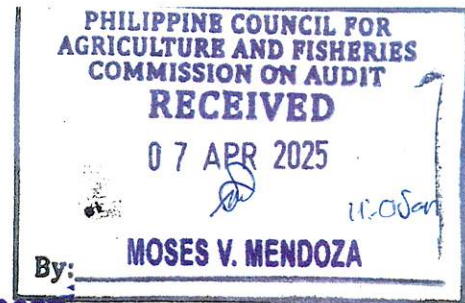


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

APR 04 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-

NEWTOWN PLAZA HOTEL CORPORATION(TRAVELITE HOTEL), a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at Legarda Rd. & Bukaneg St. Burnham-Legarda, Baguio City represented in this Act by its Account Executive, **ALPHA MAY B. MUMOG**, 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/Workshop and Post Evaluation for the implementation of the capstone project entitled: **"SOCIAL MEDIA FOR THE SUSTAINABLE AGRICULTURE: ENHANCING YOUTH ENGAGEMENT AND INNOVATION"** on **April 7-11, 2025 and May 15-16, 2025**, respectively, with approved Purchase Request No. 25-03-147 and through email to three (3) prospective suppliers/contractors with known qualifications;

WHEREAS, the Approved Budget for the Contract is **FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (Php 480,000.00)**;

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 2, 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. 2025-028 to the **SUPPLIER** on April 2, 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 **Capstone Project workshop on April 7-11, 2025 and post evaluation and membership orientation on May 15-16, 2025 in Baguio City, respectively**.

[Signature]

[Signature]


[Signature]

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 **FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (Php 480,000.00)** 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 **Capstone Project workshop on April 7-11, 2025 and post evaluation and membership orientation on May 15-16, 2025 in Baguio City, respectively;**
 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. 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.
 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 on the day of the activity.
 2. Pay the **SUPPLIER** after completion of the activity and receipt of the billing statement;
 3. Agree to be charged or billed a total amount of **THREE HUNDRED EIGHTY-FOUR THOUSAND PESOS (PhP 384,000.00)** and **NINETY-SIX THOUSAND PESOS (PhP 96,000.00)**, inclusive of government taxes, for the entire duration of the two separate events.
 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**.
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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

Capstone Project workshop on April 7-11, 2025

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, and Managed Buffet Dinner
3. Day 3 - Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner
4. Day 4 - Managed Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner
5. Day 5 - Managed Buffet Breakfast, AM snacks

Post evaluation and membership orientation on May 15-16, 2025

1. Day 1 - Managed Buffet Lunch, Pm Snacks and Managed Buffet Dinner
2. Day 2 - 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 3.5 days and 2 evening sessions and 1.5 day and 1 evening session on April 7- 11, 2025 and May 15-16, 2025, respectively (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

[Signature]

[Signature]

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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

Either party may terminate this Contract upon issuance of a written notice to the other party within ten (10) days.

In case of non-compliance or breach of contract, the non-breaching party may terminate this Contract immediately.

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.

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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 due 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. 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.

APR 04 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. OPULENCIA
OIC - Executive Director

**NEWTOWN PLAZA HOTEL CORPORATION
(TRAVELITE HOTEL)**
SUPPLIER


ALPHA MAY B. MUMOG
Account Executive

SIGNED IN THE PRESENCE OF:



FLORELIZ P. AVELLANA
Chief, PMKMD
PCAF


Maylene P. Caipas
Hotel Operations Supervisor

ALLOTMENT AVAILABLE: ₱420,000.-
BS No. 021011012025-04-0272


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

FUNDS AVAILABLE: ₱480,000.-
Control No. 2025-04-0008


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 04 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 ID#20-30902	Cainta, Rizal	Oct. 02, 2020
ALPHA MAY B. MUMOG			

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.

ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 075 UNTIL DEC. 31, 2026 Q.C.
DPOS BLDG. 6RD. FLR. QUEZON CITY HALL
IBP NO. 488431 / 12-27-21 / QUEZON CITY
PTR NO. 7009427 / 01-02-25 / QUEZON CITY
ROLL OF ATTORNEYS NO. 56070
MCLE NO. VII-0028698 Until 04/14/25
TIN NO. 243-085-918

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Book No. VII
Series of 2025

[Signature]