

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 06 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 the 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-

THE BAYLEAF HOTEL - CAVITE, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Gov. Drive, Brgy. Manggahan, General Trias, Cavite, represented in this Act by its duly authorized representative, **MARIVIC MALAYAW**, Director of Sales, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of Conduct of PCAF Strategic Planning Workshop on May 7-9, 2025 in Cavite** with approved PR No. 25-04-167 and Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

WHEREAS, the Approved Budget for the Contract is **FOUR HUNDRED TEN THOUSAND FOUR HUNDRED PESOS ONLY (Php 410,400.00)**

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, 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 April 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 to the **SUPPLIER** on April 28, 2025;

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

PCAF-Contract-2025- 029



[Handwritten signature]

Section 1
SCOPE OF SERVICES

The **SUPPLIER** will provide food, accommodation, and venue for a total of **FIFTY SEVEN (57) Participants** during the Strategic Planning Workshop on May 7-9, 2025.

Section 2
CONTRACT PRICE

For and in 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 TEN THOUSAND FOUR HUNDRED PESOS ONLY (Php 410,400.00) 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 **FIFTY SEVEN (57) Participants** during the Strategic Planning Workshop on May 7-9, 2025;
2. Be held accountable for all liabilities resulting from damage to properties and lives attributed to the **SUPPLIER's** fault or negligence for the duration 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. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.
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.

PCAF-Contract-2025-029



3. Agree that it shall be charged or billed the total amount of **FOUR HUNDRED TEN THOUSAND FOUR HUNDRED PESOS ONLY (Php 410,400.00) inclusive of all applicable government taxes and fees** for the whole duration of the event;
4. Exercise strict discipline and ensure that its personnel are closely supervised and managed in accordance with law and policies set forth by the **SUPPLIER**.

Section 5
INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION

- 3 days and 2 nights for 57 pax
- 1 Networking Session 57 pax

a. MEALS: Managed Buffet

- 1st day (AM Snacks, Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner)
- 2nd day (Buffet Breakfast, AM & PM Snacks, Managed Buffet Lunch & Dinner, and Networking Session)
- 3rd day (Buffet Breakfast, AM & PM Snacks and Managed Buffet Dinner)
- NO CREAM DORY
- Meals should include two (2) main courses, vegetables, soup, dessert & 1 round of juice during lunch and dinner.

b. HOTEL ROOM – Accommodation

- Single, Twin sharing, Triple sharing and Quadruple sharing with individual beds
- Complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- Hotel amenities

c. USE OF CONFERENCE ROOM FOR 3 DAYS SESSION AND 1 EVENING SESSION

- Provision of LCD projector and screen, whiteboards with marker and eraser, pads and pencils
- Free use of Sound System
- Flowing coffee/tea and purified water, candies and mints during sessions
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities free of charge

d. SERVICE EVENT REQUIREMENT

- With complimentary welcome streamer & backdrop tarpaulin
- Waived electricity charges for use of laptops, printer and projector
- Preferably with in-house medical service/clinic or nearby clinic.
- Available 24-hour standby generator.

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 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.

MAY 06 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


BERNADETTE B. DE LOS SANTOS
Executive Director

THE BAYLEAF HOTEL - CAVITE

SUPPLIER



MARIVIC MALAYAW
Director of Sales

SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Chief, Planning, Monitoring & Knowledge
Management Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱410,400-
BS No. 0210101/2025. OS. 0412


JOSE REDENTOR H. BESENIO
Chief, Budget Section

FUNDS AVAILABLE: ₱410,410
Control No. 2025-05-187


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 MAY 06 day of 2025
appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
Bernadette De Los Santos	407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Marivic Malayaw			

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 6 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.

Doc. No. 147
Page No. 31
Book No. 12
Series of 2025


Notary Public
ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 075 UNTIL DEC 30, 2028 O.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-0028688
TIN NO. 243-085-918