

**CONTRACT OF AGREEMENT**

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
COMMISSION ON AUDIT

RECEIVED

02 JUN 2025

By: *MS* *12:40pm*  
MOSES V. MENDOZA

**KNOW ALL MEN BY THESE PRESENTS:**

02 JUN 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 Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its Deputy Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

**PRIME ASIA HOTEL AND RESTAURANT, INC.**, a registered corporation licensed to operate business in the Philippines, with principal office address at Lot 23 & 24 Narciso St., Brgy. Malabanas, Angeles City, Pampanga 2009 represented in this Act by its duly authorized representative, **RHENELYN D. DIÑOSO**, Administrative and HR Manager 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 June 3-5, 2025**, in Angeles City, Pampanga with approved **PR No. 25-05-203** and sent through email to three (3) prospective bidders with known qualifications;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED THIRTY-SIX THOUSAND PESOS ONLY (Php336,000.00)** 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 19, 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 21, 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:

Section 1

**SCOPE OF SERVICES**

The **SUPPLIER** shall provide food, accommodation, and venue for a total of **SEVENTY (70) participants of PCAF** during the conduct of orientation for newly recruited AFCs, and newly-designated secretariat-coordinators, to be held from June 3-5, 2025, at Angeles City, Pampanga.

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 **THREE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (Php331,100.00) 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 **June 3-5, 2025** to the **SEVENTY (70)** 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	LANDBANK OF THE PHILIPPINES
Bank Account Name	Prime Asia Hotel and Restaurant, Inc.
Bank Account Number	1581-0597-08

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



## 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 **THREE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (Php331,100.00)** 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.

**b. Hotel Room Accommodation:** Three (3) days and two (2) night's stay (Airconditioned, 1 single occupancy room and 23 triple sharing rooms with individual bed)

**c. Function Room:**

1. Free use of the conference room for three (3) days. The conference room should be reserved exclusively for three (3) days, accommodating up to seventy (70) 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;

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 alcohol for sanitation (COVID-19 safety protocol);
8. Free use of standby generator in case of brownout;
9. 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 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 02 JUN 2025 day of \_\_\_\_\_ 2025 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR AGRICULTURE  
AND FISHERIES**

**PRIME ASIA HOTEL AND  
RESTAURANT, INC.**

  
\_\_\_\_\_  
**JULIETA E. OPUENCIA**  
**DEPUTY EXECUTIVE DIRECTOR**

  
\_\_\_\_\_  
**RHENELYN D. DIÑOSO**  
**ADMINISTRATIVE AND HR MANAGER**

**SIGNED IN THE PRESENCE OF:**

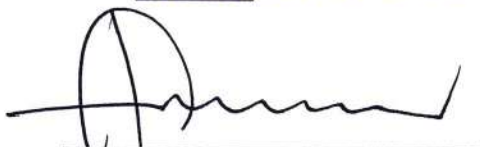
  
\_\_\_\_\_  
**CONCHITA S. DEL ROSARIO**  
**OIC - Chief**  
**PARTNERSHIP DEVELOPMENT DIVISION**

\_\_\_\_\_

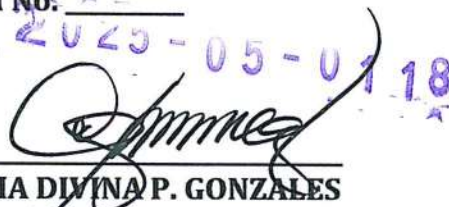
**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**

**ALLOTMENT AVAILABLE:** ₱ 331,150.-  
**BS No.** 021011012025-05-0582

**FUNDS AVAILABLE:** 331,150  
**Control No.** \_\_\_\_\_



**JOSE REDENTOR H. BESENI0**  
**CHIEF, BUDGET SECTION**



**MARIA DIVINA P. GONZALES**  
**CHIEF, ACCOUNTING SECTION**

**ACKNOWLEDGEMENT**

Republic of the Philippines )

Quezon City ) s.s.

02 JUN 2024

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
<b>Julieta E. Opulencia</b>	20-30902	Cainta, Rizal	October 2, 2020
<b>Rhenelyn Diñoso</b>	1140719B	Angeles City, Pampanga	March 21, 2019

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.**

**ATTY. RIZAL JOSE T. VALMORES**  
**NOTARY PUBLIC**  
 UNTIL DECEMBER 31, 2026  
 ADM MATTER NO. 003

~~PTR NO. 7016197 / 01-02-2025 / Q.C~~  
~~IBP NO. 112304 / 01-02-2024 / Q.C~~

**Notary Public**

ROLL NO. 28435

MCLE NO. VIII-0008500 / 05-07-2024  
 Add. #473 Boni Serrano Road, Barangay  
 San Roque, Marikina City

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