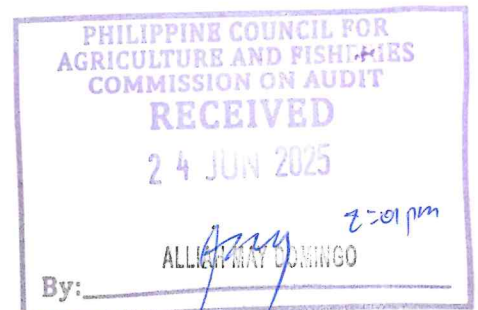


## CONTRACT OF AGREEMENT



**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Agreement made and entered into this 24 day of JUN 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 III, BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

**A&A BEACH RESORT / RESTAURANT / CATERING SERVICES**, a sole proprietorship duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Laylay, Boac, Marinduque, represented in this Act by its duly authorized representative, **ANGELYN R. RIEGO, Assistant Manager**, hereinafter referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS**, **PCAF** requested the procurement of One (1) Lot Function Hall with meals for the conduct of 2025 PAFC Marinduque meetings on May 15-16, June 12-13, September 18, October 17, 2025, in Boac, Marinduque with approved PR No. 25-04-171;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as capable, competent and duly licensed provider of function hall and meals 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 28 April 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 28 April 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** will provide function hall with meals for a total of **TWENTY-THREE TO TWENTY-FIVE (23-25) participants** during the PAFC Marinduque meetings on May 15-16, June 12-13, September 18, October 17, 2025, in Boac, Marinduque with the following details specified in Section 6 of this Contract:

**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 **ONE HUNDRED FIFTY THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php 150,220.00)** 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 function Hall with meals for **TWENTY-THREE TO TWENTY-FIVE (23-25)** participants during the PAFC Marinduque meetings on May 15-16, June 12-13, September 18, October 17, 2025, with the following details specified in Section 6 of this Contract;
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. Issue Official Receipts in the name of **PCAF** will be used to facilitate payment to the Supplier. Payment will be released upon completion of the activity and receipt of a valid billing statement from the Supplier.
6. Book **PCAF** for a different date if the event is canceled due to unforeseen circumstances. The new schedule will be mutually agreed upon by both parties.

**Section 4**  
**RESPONSIBILITIES OF PCAF**

The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the required specifications on the day of the activity.



- Supertul
- Cupina
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 the total amount of **ONE HUNDRED FIFTY THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php 150,220.00)** inclusive of government taxes shall be billed progressively, with payment to be released to the supplier upon receipt of an invoice for each completed event;
  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**.

#### Section 5 TERMS OF PAYMENT

The total contract price for the function hall and meals is **ONE HUNDRED FIFTY THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php 150,220.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

#### Section 6 INCLUSION IN THE SERVICES

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

- **Function Hall with meals**

- Full Board Meals**

- Food at @ 5 days @ 25pax

- (May 15-16, June 12-13, Sept.18, 2025)

- Food at @ 1 day @ 23pax

- (October 17, 2025 )

- Location: Boac, Marinduque**

- Date: May 15-16, June 12-13, September 18, October 17, 2025**

- **Inclusions:**

- MEALS per day (Pack-Breakfast, AM Snacks, Lunch, PM Snacks, and Dinner)**

- 1 meat viand (pork/chicken), 1 vegetable, 1 rice, and 1 drink
    - Snacks with 1 drink
    - Preferably serve locally produced products
    - Seating capacity up to 33 pax for fish bone and/or round table set up, well-lighted, airconditioned, with good ventilation
    - Free use of sound system
    - Free use of electricity
    - Free use of function hall

- **Payment terms: Progressive billing**

- **Inclusive of government tax**

*Superal*

**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**  
**TERMINATION OF CONTRACT**

*Cedric* **PCAF** reserves the right to terminate this Contract for any substantial breach committed by the **SUPPLIER** and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

**Section 9**  
**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 10**  
**CAPACITY AND AUTHORIZATION**

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.

**Section 11**  
**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.

*22.42*

**Section 12**  
**OTHER CONDITIONS OF THE CONTRACT**

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;

Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**; and

*22.42*

The **SUPPLIER** shall exercise extraordinary 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.

**Section 13  
AMENDMENT**

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 24 JUN 2025 day of \_\_\_\_\_ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF


**A&A BEACH RESORT / RESTAURANTS,  
& CATERING SERVICES**  
SUPPLIER

  
**BERNADETTE B. DE LOS SANTOS**  
Executive Director III

  
**ANGELINA RIEGO**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**


  
**CONCHITA S. DEL ROSARIO**  
OIC-Chief, Partnership Development Division

  
**FELOMENA M. APOSTOL**

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** ₱ 190,220.-  
**BS No.** 02101101 2025- 06- 0564

**FUNDS AVAILABLE:** ₱ 150,220  
**Control No.** WIS-06-120

  
**JOSE REDENTOR H. BESENIO**  
Chief, Budget Section

  
**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section



ACKNOWLEDGEMENT

Republic of the Philippines )  
Quezon City ) s.s.

QUEZON CITY

24 JUN 2025

Before me, Notary Public, for and in \_\_\_\_\_ 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	National ID 5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Angelyn R. Riego	VOTERS ID 009022ARN20000	SANTA CRUZ, MARICUQUE	

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

Notary Public

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Book No. AN  
Series of 2025

ATTY. RIZAL RISE P. VALMORES  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2026  
ADM MATTER NO. 003  
PTR NO. 7016197 / 01-02-2025 / Q.C  
IBP NO. 472850 / 10-23-2024 / Q.C  
ROLL NO. 28435  
MCLE NO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Serrano Road, Barangay  
San Roque, Murphy Quezon City