

## CONTRACT OF AGREEMENT



### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 23 JUN 2025 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 Executive Director III, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

**NEW DAWN HOTELS PLUS (GRAND CITY HOTELS, INC.)**, a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at New Dawn Hotel Plus (Grand City Hotels, Inc.), Villarin St., Carmen, Cagayan de Oro City, represented in this Act by its authorized representative, **JESSA OLIVEROS**, Sales Executive, 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 entitled: **"SHAPING GENDER-RESPONSIVE POLICY ADVOCACY AND POLICY MONITORING FOR AGRICULTURAL AND FISHERY COUNCILS (AFCs) OF NORTHERN MINDANAO REGION"** on **June 24-27, 2025** with approved Purchase Request No. 25-05-228 and through email to three (3) prospective suppliers/contractors with known qualifications;

**WHEREAS**, the Approved Budget for the Contract is **TWO HUNDRED FIFTY-TWO THOUSAND PESOS ONLY (Php 252,000.00)**;

**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 June 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. 2025-069 to the **SUPPLIER** on June 2, 2025;

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

PCAF-Contract-2025- 054

*Bernadette B. De Los Santos* *Jessa Oliveros*

Section 1  
**SCOPE OF SERVICES**

The **SUPPLIER** will provide food, accommodation, and a venue for a total of **THIRTY-FIVE (35) participants** during the conduct of the training entitled: **"SHAPING GENDER-RESPONSIVE POLICY ADVOCACY AND POLICY MONITORING FOR AGRICULTURAL AND FISHERY COUNCILS (AFCs) OF NORTHERN MINDANAO REGION"** on June 24-27, 2025.

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 **TWO HUNDRED FIFTY-TWO THOUSAND PESOS ONLY (Php 252,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3  
**RESPONSIBILITIES OF THE SUPPLIER**

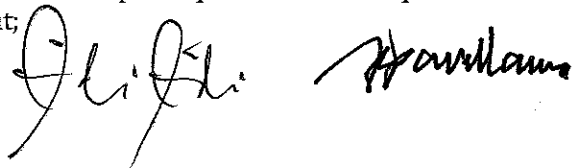
The **SUPPLIER** shall:

1. Provide the required food and venue to the **THIRTY-FIVE (35) participants** of **PCAF** during the conduct of the training entitled: **"SHAPING GENDER-RESPONSIVE POLICY ADVOCACY AND POLICY MONITORING FOR AGRICULTURAL AND FISHERY COUNCILS (AFCs) OF NORTHERN MINDANAO REGION"** on June 24-27, 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 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 an Official Receipt in the name of **PCAF** upon receipt of full payment.
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;
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 **TWO HUNDRED FIFTY-TWO THOUSAND PESOS ONLY (Php 252,000.00)**, inclusive of all applicable government taxes and fees, for the whole duration of the event; and
4. Exercise strict discipline and ensure that its personnel are closely supervised and managed in accordance with the law and 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, Managed Buffet Dinner;
  3. Day 3 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner;
  4. Day 4 - Buffet Breakfast, AM Snacks
- **MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner
  - **NOTE:** No cream dory on the menu

##### b. Function Room



1. Use of conference room for 2.5 days (could accommodate participants up to 50 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 two 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, erasers, pads, and pen
4. Provision of alcohol for sanitation
5. Complimentary Wi-Fi connectivity to all rooms and conference rooms;
6. Flowing coffee/tea and purified water, candies/mints, and peanuts during sessions;

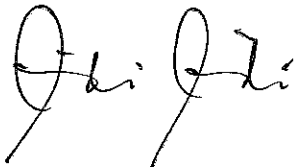

##### c. Service Event Requirement

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 minimum of 3 microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers;
5. Free use of standby generator in case of brownout;
6. Preferably with an in-house nurse and medical attendant in case of emergencies

#### Section 6 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 7

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

Section 9  
FORCE MAJEURE

## Section 9

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects.

## Section 10

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

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

- Th. Thi J. J. van der*

- 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. Should any provision of this Contract, or any part thereof, be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions, insofar as they are separable from the invalid ones, shall remain in full force and effect.
- g. 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 affixed their signatures this 23 JUN 2025 day of \_\_\_\_\_ 2025 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

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

**NEW DAWN HOTELS PLUS**  
**Grand City Hotels, Inc.**  
SUPPLIER

  
**JESSA OLIVEROS**  
Sales Executive, New Dawn Hotel Plus


SIGNED IN THE PRESENCE OF:

  
**FLORELIZ P. AVELLANA**  
Chief, PMKMD and Asst. Chairperson  
PCAF GAD-FPS

  
**New Dawn Hotels Plus**  
(Grand City Hotels, Inc.)

ALLOTMENT AVAILABLE: ₱252,000.-  
BS No. 021011012025-06-0750

FUNDS AVAILABLE: ₱252,000  
Control No. 2025-06-0129

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

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



# ACKNOWLEDGEMENT

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

QUEZON CITY

23 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/ Passport No./ CTC No.	Issued at	Issued on
BERNADETTE B. DE SANTOS	SC #20-30902	Cainta, Rizal	Oct. 02, 2020
JESSA OLIVEROS	2416-7084-0637	Cagayan De Oro City	May 13, 2022

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 Agreement, consisting of \_\_\_\_\_ 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.

Notary Public  
Notary Public

Commission No. NP-030 (Expires December 31, 2025)

IBP No. 463603; December 15, 2024, QC.

PTR No. 6989465, January 02, 2025, QC.

Attorney's Roll No. 34845

ACLE Temp. Compliance Vol-0028934; Valid until April 14, 2028

Mobile No. +639152654279

Office Address: No. 2 Marunong St., Brgy. Central, QC.

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