

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 28 JUN 2024 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, BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT), a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address Km 41 A, Soriano Road, Barangay Capipisa, Tanza, Cavite, represented in this Act by its duly authorized representative, **LARRY P. FRANCO**, **Assistant Sales Manager**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of one (1) lot food and accommodation for the Conduct of Constructors' Performance Evaluation System (CPES) and National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Mid-Year Performance Review on July 28 - August 1, 2025 with approved Purchase Request No. 25-06-289 and Request for Quotation was emailed to three (3) prospective suppliers with known qualifications.

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, the Approved Budget for the Contract is **FOUR HUNDRED SEVENTY-SIX THOUSAND PESOS (Php 476,000.00)**;

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 June 16, 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. 2025-076 to the SUPPLIER on June 16, 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 food, accommodation, and venue for a total of **Fifty (50) participants** of PCAF during the Constructors' Performance Evaluation System (CPES) and National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Mid-Year Performance Review scheduled on July 28 - August 1, 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 **FOUR HUNDRED SEVENTY-SIX THOUSAND PESOS (Php 476,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3

TERMS OF PAYMENT

The total contract price for the accommodation services is **FOUR HUNDRED SEVENTY-SIX THOUSAND PESOS (Php 476,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event, shall be paid after the conclusion of the event and upon the receipt of the billing statement.

In accordance with **Section 4.3 of Annex "D" of the 2016 Revised IRR of RA 9184**, which allows a single advance payment not exceeding fifty percent (50%) of the contract amount for hotel and restaurant services where a down payment is standard industry practice, **PCAF binds itself to pay the SUPPLIER 50% of the total contract price as an advance payment, amounting to TWO HUNDRED THIRTY-EIGHT THOUSAND PESOS (Php 238,000.00), upon the perfection of the contract and the signing of the Notice to Proceed by the SUPPLIER.**

The remaining 50% of the total contract price, amounting to **TWO HUNDRED THIRTY-EIGHT THOUSAND PESOS (Php 238,000.00)**, shall be paid within thirty (30) days after the conclusion of the activity and upon receipt of the billing statement.

Section 4

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide food, accommodation, and venue for a total of **Fifty (50) participants** of PCAF during the Conduct of Constructors' Performance Evaluation System (CPES) and National Agricultural and Fisheries Machinery Assemblers, Manufacturers,

Importers, Distributors and Dealers Accreditation and Classification (NAMDAC)
Mid-Year Performance Review scheduled on July 28 - August 1, 2025;

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 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.

Section 5

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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 guest or actual number of persons whichever is higher, after completion of the activity and receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **FOUR HUNDRED SEVENTY-SIX THOUSAND PESOS (Php 476,000.00) inclusive of 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 6

INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION (Full Board)

- 5 days and 2 nights for 50 pax
 - a. **MEALS: Managed Buffet**
 - 1st day (Lunch, PM Snacks & Dinner)
 - 2nd day (Breakfast, AM & PM Snacks, & Lunch)
 - 3rd day (Breakfast, AM & PM Snacks, & Lunch)
 - 4th day (Breakfast, AM & PM Snacks, & Lunch)
 - 5th day (Breakfast, AM Snacks)
 - NO CREAM DORY

- Meals should include three (3) main courses plus soup, dessert & 1 round of soft drink/juice, in can during lunch and dinner.

b. HOTEL ROOM – Accommodation

- With Single Individual Bed with inside comfort room, spacious area and at least 30 square meter floor area
- Room Configuration: 2 single occupancy, 3 double occupancy, 14 Triple sharing (individual beds)
- complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms
- one (1) Secretariat room
- hotel amenities

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c. USE OF CONFERENCE ROOM FOR 3 DAYS SESSION

- preferably at least 2.7 meters ceiling height
- well-lighted
- could accommodate participants of up to 50 pax for fish bone and/or round table set up, with technical operation staff
- with high-speed Wi-fi Internet Access to all rooms and conference rooms
- White board with marker and eraser
- Pencils with erasers
- At least 3 microphones (preferably wireless)
- Provision of extension cords
- Provision of sound system
- LCD projector and LCD screen
- Flowing coffee/tea and distilled water and candies

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 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

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 9

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 10
FORCE MAJEURE

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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 11
LIQUIDATED DAMAGES

As provided in Section 68 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the winning bidder shall be liable for liquidated damages in the event of a breach of contract.

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.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the Procuring Entity may, at its discretion, rescind or terminate the contract, without prejudice to other available remedies.

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.

Section 12

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. 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.

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of **23 JUN 2024**, 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF



BERNADETTE B. DE LOS SANTOS
Executive Director

MARAWI LEISURE PARK INC.
(TANZA OASIS HOTEL AND RESORT)
SUPPLIER


LARRY P. FRANCO,
Assistant Sales Manager

SIGNED IN THE PRESENCE OF:


JULIETA E. OPUENCIA
Deputy Executive Director


LOWELIA ANN P. EBON
NAME OF WITNESS
Marawi Leisure Park Inc.
(Tanza Oasis Hotel and Resort)

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

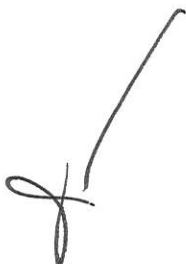

ALLOTMENT AVAILABLE: ₱476,000.-
BS No. 02101012025-06-0730

FUNDS AVAILABLE: ₱476,000.-
Control No. 25061046-6

M M M

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

25061046
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	Issued at	Issued on
Bernadette B. de los Santos	National ID # 5407-3824-6983- 6058	Baao, Camarines Sur	May 3, 2023
Larry P. Franco			

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 ____ () 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.

Notary Public

[Handwritten signature]

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Book No. 12
Series of 2025

ATTY. RIZAL JOSE F. VALMOREC
NOTARY PUBLIC - QUEZON CITY
Commission No. Adm. Matter No. 003 (2025-2026)
IBP O.R. No. 28550 / 10-23-24 PTR No. 7016197
Roll No. 28435 / TIN: 305-416-843
MCLE No. VIII-0008500 valid until April 14, 2028
Add: #473 Boni Serrano Road, Barangay San Roque,
Murphy, Quezon City