

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT
RECEIVED

23 JUN 2025

By: MOSES V. MENDOZA

KNOW ALL MEN BY THESE PRESENTS:

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 the 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-

NEW WELL BEING SPA CITY CORP. (LOHAS HOTEL & RESORT), a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at E. Aguinaldo St., Redwood Villas, Clark Freeport Zone, Pampanga, represented in this Act by its duly authorized representative, **RODELIZA J. MERCADO**, Sales Manager, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, **PCAF** requested the procurement of **one (1) lot meals and accommodation for the Conduct of Review of the Consultative Processes and Operations of the National Sectoral Committees on Policy Development on July 16 to 18, 2025 in Clark** with approved PR No. 25-06-276 and Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

WHEREAS, the Approved Budget for the Contract is **THREE HUNDRED TWENTY NINE THOUSAND PESOS ONLY (Php 329,000.00)**;

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 June 16, 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 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 **SEVENTY (70) Participants** during the **Review of the Consultative Processes and Operations of the National Sectoral Committees on Policy Development on July 16 to 18, 2025.**

Section 2
CONTRACT PRICE

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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 TWENTY NINE THOUSAND PESOS ONLY (Php 329,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3
TERMS OF PAYMENT

PCAF shall make a single advance payment to the **SUPPLIER** equivalent to **fifty percent (50%)** of the total contract price. This is in accordance with Section 4.3, Annex "D" of the Implementing Rules and Regulations of Republic Act No. 9184, which allows advance payments for services where down payment is standard industry practice.

The remaining **fifty percent (50%)** of the contract amount shall be paid upon satisfactory completion of the services rendered and submission of all required supporting documents, subject to applicable government auditing and accounting rules and regulations.

Section 4
RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the necessary food, accommodation, and venue for a total of **SEVENTY (70) Participants** during the **Review of the Consultative Processes and Operations of the National Sectoral Committees on Policy Development on July 16 to 18, 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.**

Section 5
RESPONSIBILITIES OF PCAF

The **PCAF** shall:

PCAF-Contract-2025- 048

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.
3. Agree that it shall be charged or billed the total amount of **THREE HUNDRED TWENTY NINE THOUSAND PESOS ONLY (Php 329,000.00) 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 6
INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION

- 3 days and 2 nights for 70 pax

a. MEALS: Managed Buffet

- 1st day (Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner)
- 2nd day (Buffet Breakfast, AM & PM Snacks, Managed Buffet Lunch & Dinner)
- 3rd day (Buffet Breakfast and AM Snacks)
- **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

- Twin sharing, and Triple 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 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.

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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 IRR of R.A. No. 9184, the contractor/supplier 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 rescind or terminate the contract, without prejudice to other available remedies.

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 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. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

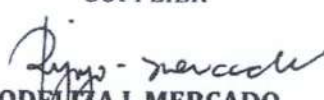
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**


PCAF


JULIETA E. OPULENCIA
Deputy Executive Director III


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**NEW WELL BEING SPA CITY CORP. -
LOHAS HOTEL & RESORT**
SUPPLIER


RODELIZA J. MERCADO
Sales Manager

SIGNED IN THE PRESENCE OF:



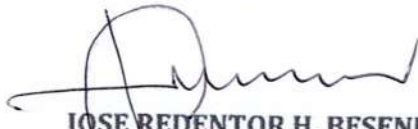
SARAH L. BALES



Ana-Lyn A. Bantolero

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱329,000.-
BS No. 021011012025-06-0699


JOSE REDENTOR H. BESENIO
Chief, Budget Section

FUNDS AVAILABLE: 329,000.-
Control No. 2025-06-125


MARIA DIVINA P. GONZALES
Chief, Accounting Section

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ACKNOWLEDGEMENT

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

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QUEZON CITY 19 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
Julieta E. Opulencia	Senior Citizen 20-30902	Cainta, Rizal	Oct. 2, 2020
Rodeliza Mercado	Driver's license C10-00-166192	Angeles City, Pampanga	Jan. 6, 2023

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 six (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.

Notary Public

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Book No. XYII
Series of 2025

Concepcion R. Villareña
ATTY. CONCEPCION R. VILLAREÑA
NOTARY PUBLIC FOR QUEZON CITY
UNTIL DECEMBER 31, 2025
ADM. MATTER NO. NP. 021 (2024-2025)
ROLL NO. 30457 / 05-09-1980
IRP NO. 451687 / 10-29-24
PTR NO. 6988624 / 01-02-25
MCLE NO. VII-0006994 / 09-21-2021