

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
COMMISSION ON AUDIT

RECEIVED

24 MAR 2025

By: MOSES V. MENDOZA

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 17 MAR 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 OIC - Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

ROBINSONS LAND CORPORATION, a company licensed to operate business under the laws of the Republic of the Philippines, with principal office address at Go Hotels Plus Tuguegarao, Pan-Philippine Hi-Way, Tuguegarao City, represented in this Act by its Authorized Representative, **LIRA G. CARANGUIAN**, Sales Manager, 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 CAGAYAN VALLEY REGION**" on **March 18-21, 2025** with approved Purchase Request No. 25-02-066 and through email to three (3) prospective suppliers/contractors with known qualifications;

WHEREAS, the Approved Budget for the Contract is **TWO HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 251, 800.00)**;

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 February 28, 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. 2025-024 to the **SUPPLIER** on February 28, 2025;

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

PCAF-Contract-2025- 015

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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 CAGAYAN VALLEY REGION"** on March 18-21, 2025.

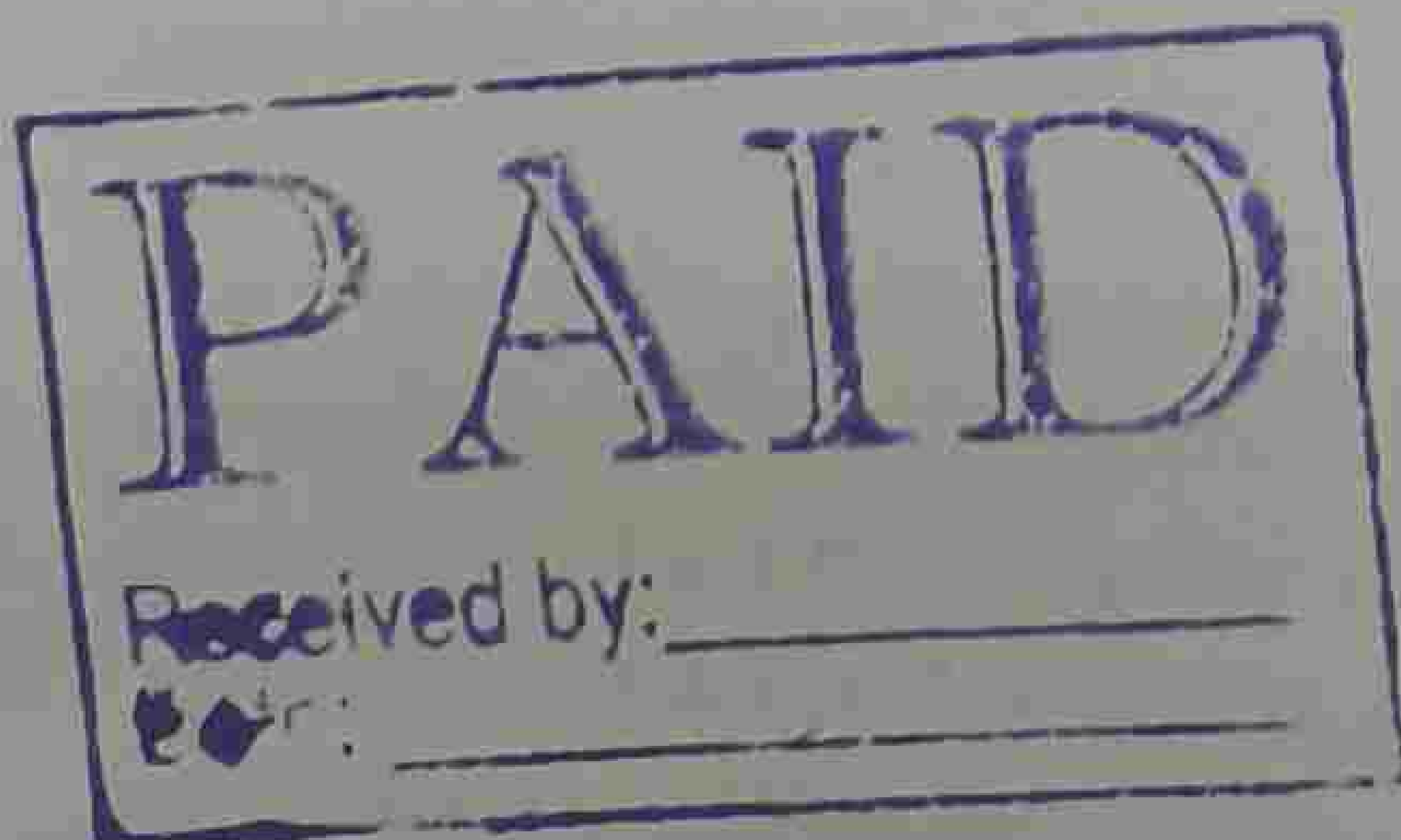
Section 2
CONTRACT PRICE

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-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 251,800.00) 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 CAGAYAN VALLEY REGION"** on March 18-21, 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.



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Section 4
RESPONSIBILITIES OF PCAF

A handwritten signature in black ink, appearing to be "Jm".

A handwritten signature in black ink, appearing to be "R/O" with a large circular flourish.

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-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php 251,800.00), 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 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

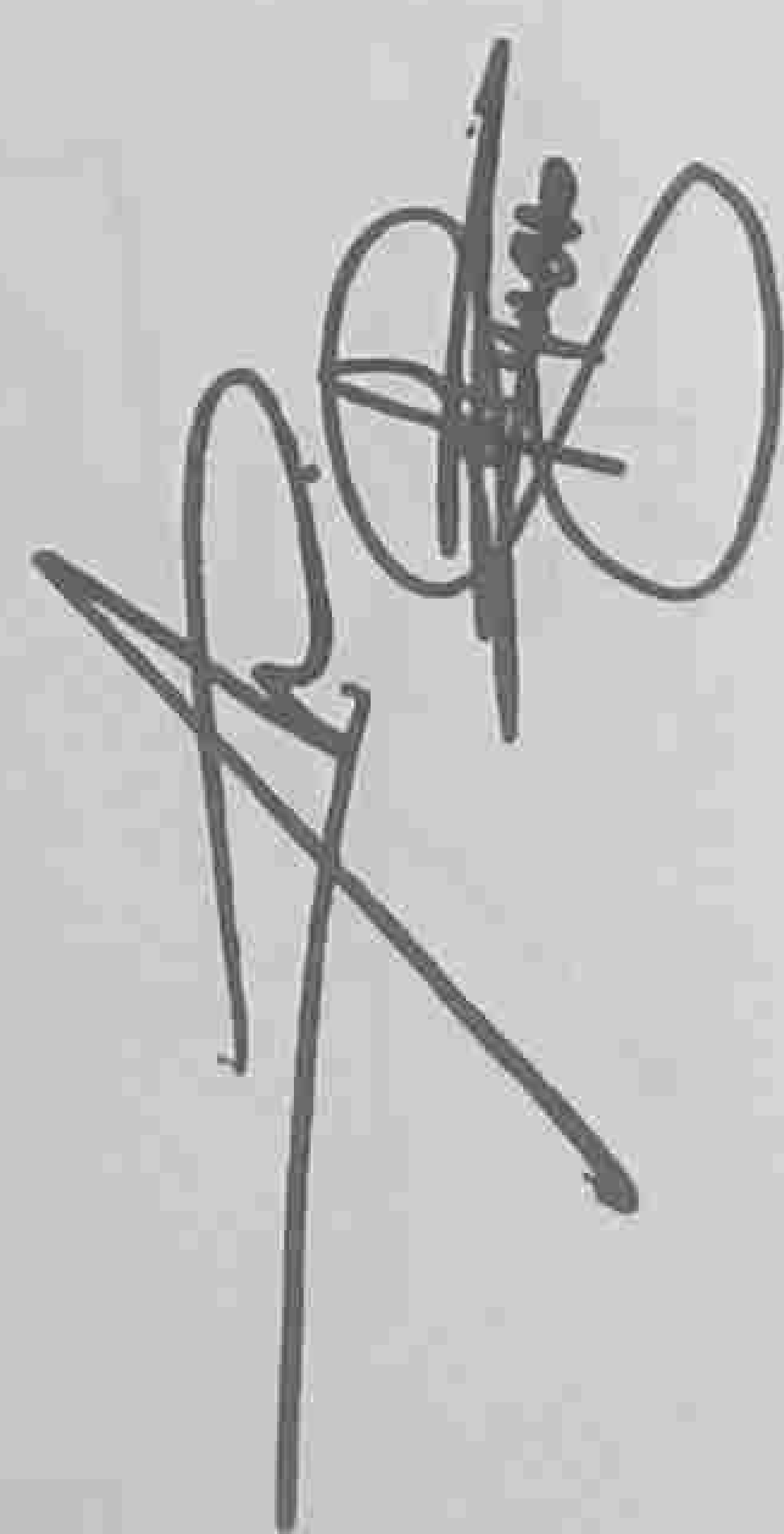
1. Complimentary welcome streamer and backdrop tarpaulin;
2. Free use of electricity for laptops, LCDs, and printers;
3. Free use of sound system, extension cords and minimum of 3 microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers;
5. Free use of standby generator in case of brownout;

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Date: _____

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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 OF CONTRACT

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 8
VENUE OF ACTION

Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached, 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.

Section 10
LIQUIDATED DAMAGES

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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 the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.

Section 11
OTHER CONDITIONS OF THE CONTRACT

- This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**.
- The **SUPPLIER** shall exercise extraordinary diligence in the performance of its



duties.

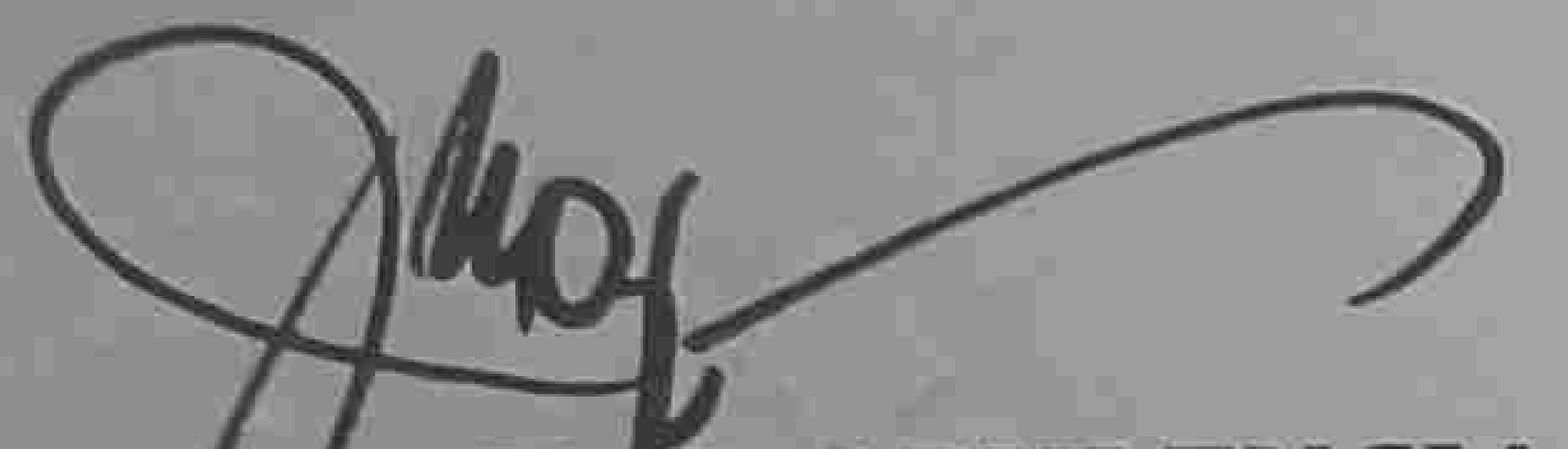
Additionally, all services rendered under or pursuant to this contract shall adhere to the same high standards as those offered by comparable businesses with superior knowledge and skill operating under similar circumstances.

- 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. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.
- f. 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.
- g. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

17 MAR 2025

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

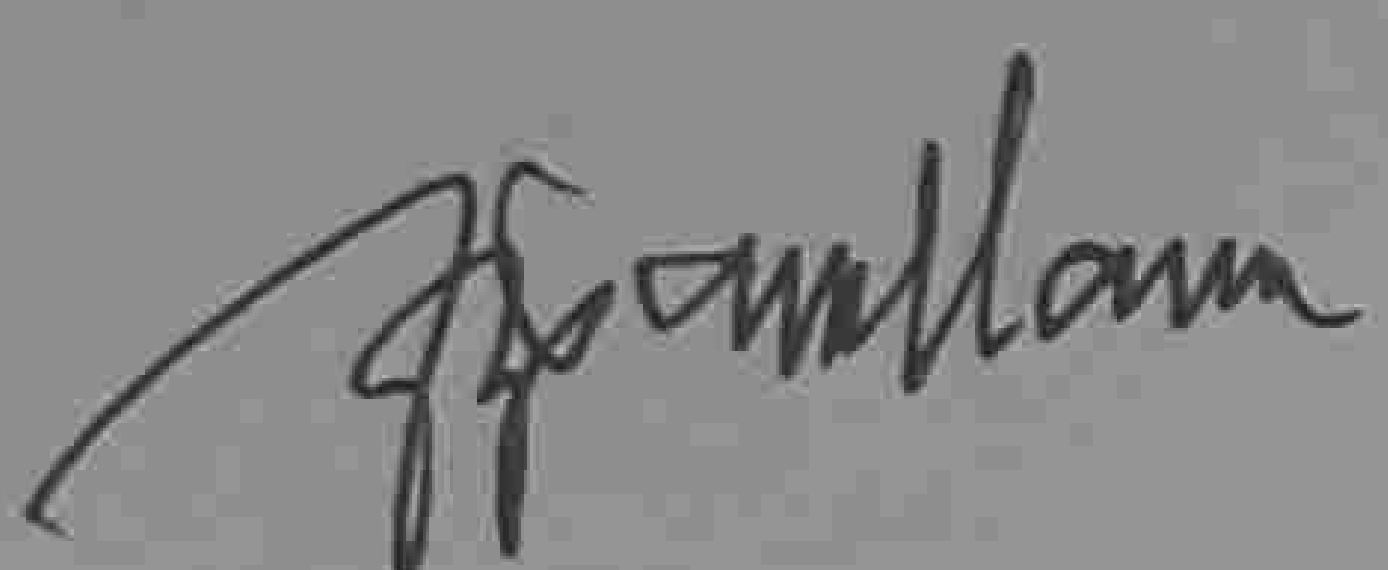
**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

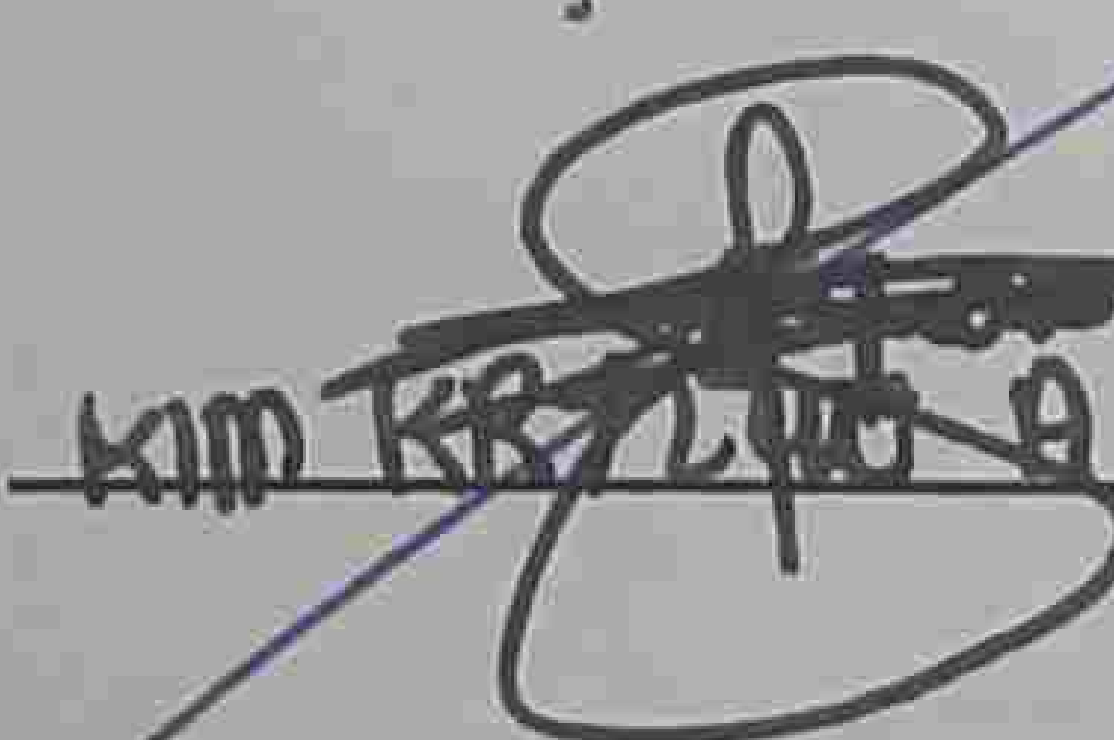

JULIETA E. OPUENCIA
OIC - Executive Director

ROBINSONS LAND CORPORATION
Go Hotels Plus Tuguegarao
SUPPLIER

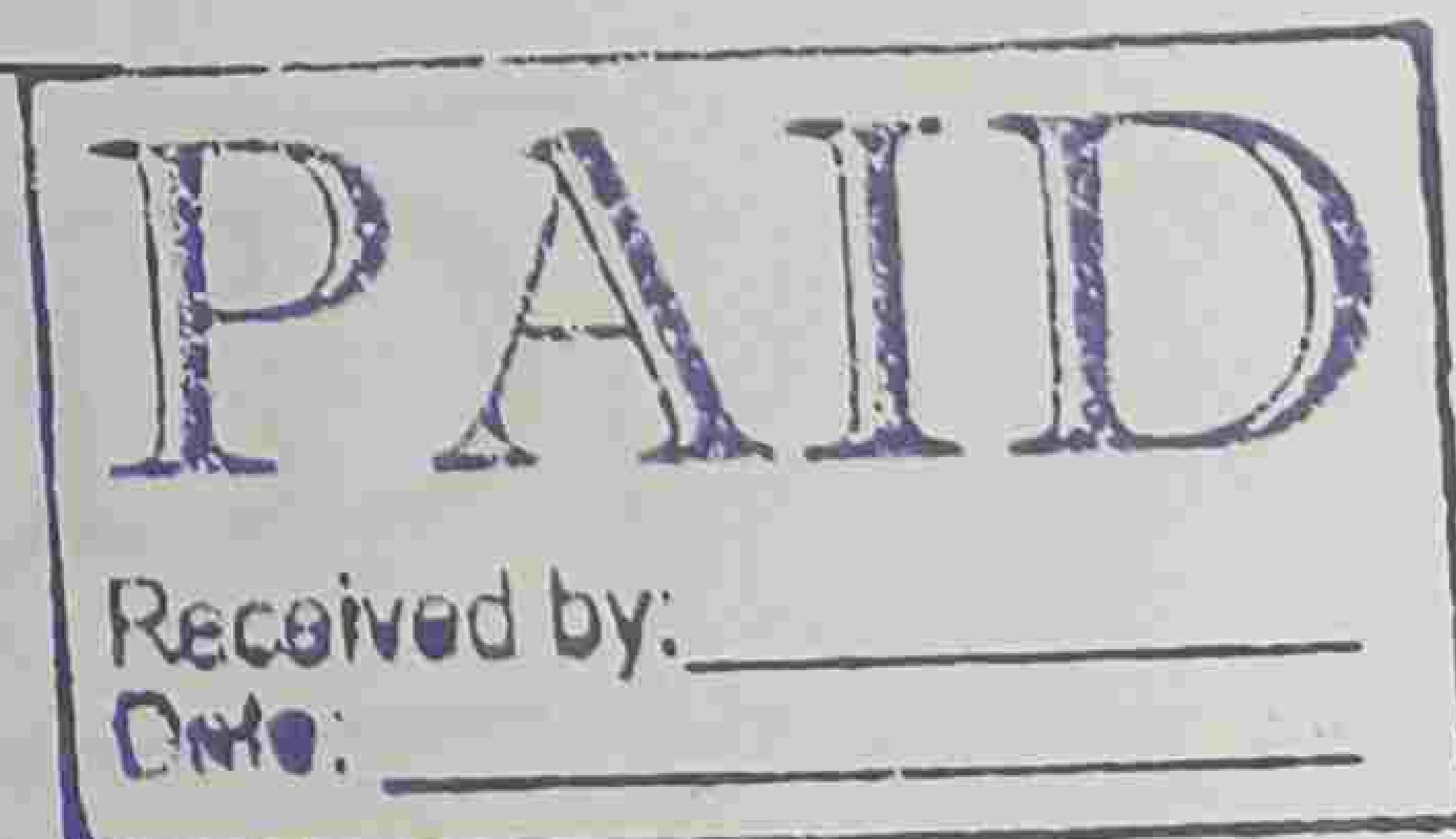

LIRA G. CARANGUIAN
Sales Manager, Go Hotels Plus Tuguegarao

SIGNED IN THE PRESENCE OF:


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

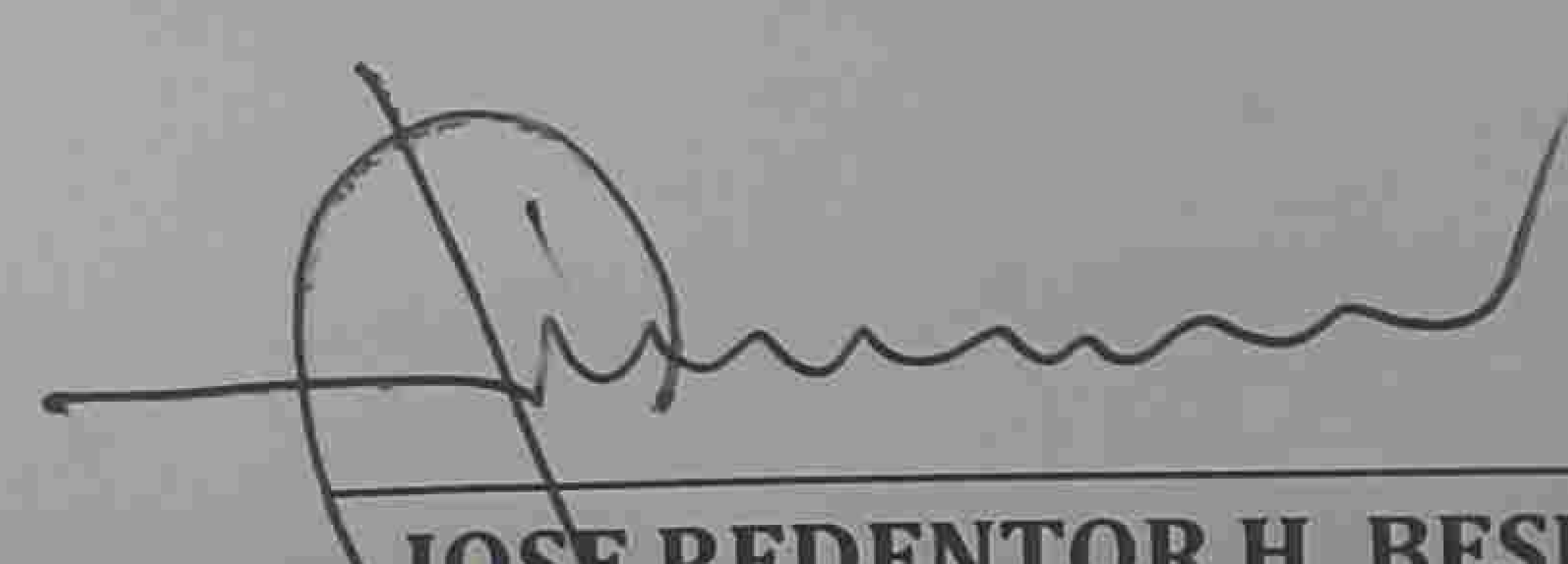

KIM RR. LUGO
Go Hotels Plus Tuguegarao


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ALLOTMENT AVAILABLE: ₱251,200
BS No. 02 101101 2025 -03-0189

FUNDS AVAILABLE: _____
Control No. _____


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.

Before me, Notary Public, for and in QUEZON CITY this 17 day of MAR 2025
2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID/ Passport No./ CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC #20-30902	Cainta, Rizal	Oct. 02, 2020
LIRA G. CARANGUIAN	88207047	Tuguegarao City	June 20, 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.

Doc. No. 333
Page No. 76
Book No. XXXIII
Series of 2025

ATTY. RIXAL JOSE F. 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



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