

For Posting

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES COMMISSION ON AUDIT
RECEIVED
05 AUG 2025
By: *ALLAN MAY DOMINGO* 9-14am
04 AUG 2025

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 Executive Director, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.), a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Zone 15, Talisay Highway, Talisay City, Negros Occidental, represented in this Act by its duly authorized representative, **MS. LINNIE B. LAUD**, Resort Manager, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, PCAF requested the procurement of **one (1) lot food and accommodation for the Conduct of FY 2025 Visayas Participatory Performance Review and Planning Workshop on August 12-15, 2025 in Negros Occidental** with approved PR No. 25-07-323 and Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

WHEREAS, the Approved Budget for the Contract is **EIGHT HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED PESOS ONLY (Php 889,200.00)**;

WHEREAS, the **NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)** 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 **NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)** 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 July 15, 2025, and after due evaluation by the Bids and Awards Committee (BAC), the **NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)** was declared as the Lowest Calculated and Responsive Quotation, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)**;

WHEREAS, PCAF issued the Notice of Award to the **NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)** on July 15, 2025;

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

PCAF-Contract-2025- 060

[Handwritten signatures in blue ink]

Section 1
SCOPE OF SERVICES

The **SUPPLIER** will provide food, accommodation, and venue for a total of **ONE HUNDRED SEVENTEEN (117) Participants** during the FY 2025 Visayas Participatory Performance Review and Planning Workshop on August 12-15, 2025.

Section 2
CONTRACT PRICE

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 **EIGHT HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED PESOS ONLY (Php 889,200.00) 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 food, accommodation, and venue for a total of **ONE HUNDRED SEVENTEEN (117) Participants** during the FY 2025 Visayas Participatory Performance Review and Planning Workshop on August 12-15, 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 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 guest or actual number of persons whichever is higher, after completion of the activity and receipt of the billing statement;

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3. Agree that it shall be charged or billed the total amount of **EIGHT HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED PESOS ONLY (Php 889,200.00) 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 5
INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION

- 4 days and 3 nights for 117 pax
- 1 Extended Workshop for 117 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, AM & PM Snacks, Managed Buffet Lunch & Dinner, and Extended Workshop)
- 4th 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

- Single, Twin sharing, Triple sharing and Quadruple sharing 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

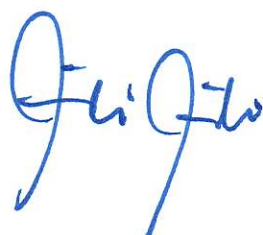
- Provision of LCD projector and screen, whiteboards with marker and eraser, pads and pencils
- Free use of Sound System
- Flowing coffee/tea and purified water, candies and mints during sessions
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities 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.

e. OTHER REQUIREMENTS

- Maintenance of cleanliness in the function hall, restrooms, sleeping quarters, hallways, coffee/tea area, and dining area.
- Provision of an appropriate and sufficient parking area for VIPs and other guests.
- Availability of 24-hour security, front desk, and housekeeping services.
- The **SUPPLIER** shall allow the use of its parking space and other hotel amenities to the participants free of charge.



Section 6
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 7
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 8
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 and resume performance as soon as practicable.

Section 9
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.

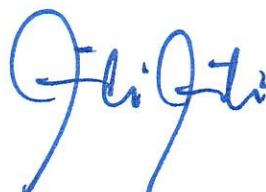
In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent 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 10
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.

4 AUG 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

NATURE'S VILLAGE RESORT (SAGAY AQUA VENTURES CORP.)

PCAF

BERNADETTE B. DE LOS SANTOS
 Executive Director III

SUPPLIER

LINNIE B. LAUD
 Resort Manager

SIGNED IN THE PRESENCE OF:



FLORELIZ P. AVELLANA
 Chief, PMKMD



 Mae Rose Veraye

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 889,200
 BS No. 021011012025-07-0468

FUNDS AVAILABLE: ₱ 889,200
 Control No. 2025-07-0207



JOSE REDENTOR H. BESENI0
 Chief, Budget Section



MARIA DIVINA P. GONZALES
 Chief, Accounting Section

ACKNOWLEDGEMENT

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

QUEZON CITY

4 AUG 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 De Los Santos	407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Linnie Laud	F01-06-004400	Talisay, Negros Occ.	Nov. 19, 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 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. VIII
Series of 2025

ATTY. WILLIAM M. AY-AY, CPA
Attorney-at-Law/Notary Public
Roll No. 84830
PTR No. 7010107/01-02-2025/Quezon City
IBP No. 482121/12-10-2024/Quezon City
MCLE Compliance VIII-0027229 valid until April 14, 2029
Admin Matter No. NP-197/2025-2025

William M. Ay-Ay

[Signature]