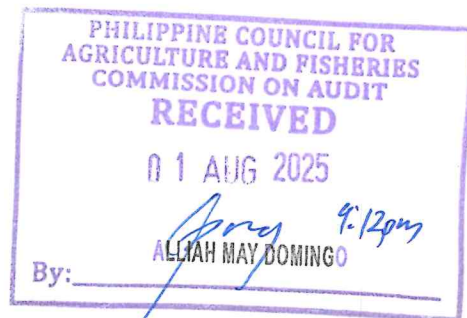


PCAF-Contract-2025-059



### CONTRACT OF AGREEMENT

#### KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this AUG 01 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, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

The **MO2 WESTOWN HOTEL** is a **registered** single proprietorship duly organized under Philippines laws and licensed to operate business in the Philippines, with principal office address at Glicerio T. Pison Avenue, Benigno Aquino Drive, Mandurriao, Iloilo City represented in this Act by its Authorized Representative, **DIANA FE ACUÑA**, Sales Executive Officer, hereinafter referred to as the **SUPPLIER**.

#### WITNESSETH

**WHEREAS**, PCAF requested the procurement of **one (1) lot "MEALS AND ACCOMODATION FOR THE CONDUCT OF PARTICIPATORY MONITORING AND TRACKING (PMT) EXIT CONFERENCE** on **AUGUST 7-8, 2025** in Iloilo City with approved Purchase Request No. 25-07-338 and Request for Quotation was sent through email to at least three (3) prospective bidders;

**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 **NINETY-SIX THOUSAND PESOS ONLY (Php 96,000.00)**;

**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 revised implementing Rules and Regulations of the Republic Act No. 9184;

**WHEREAS**, the opening of bid was undertaken on July 21, 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 No. 2025-093 to the **SUPPLIER** on July 21, 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** shall provide food, accommodation, and venue for a total of **Forty (40) participants** during the **PMT EXIT CONFERENCE** scheduled on **August 7-8, 2025** in **Iloilo City**.

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Section 2

**CONTRACT PRICE**

For and consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, **PCAF** shall pay the **SUPPLIER** in the Philippine Currency in accordance with the Contract the total amount of **NINETY-SIX THOUSAND PESOS ONLY (PhP96,000.00) 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 necessary food, accommodation, and venue for a total of **forty (40)** participants of **PCAF** during the **PMT EXIT CONFERENCE** in Iloilo City on August 7-8, 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** employee and personnel during the duration of this contract;
3. Hold **PCAF** free from any third-party liability arising from the damage or loss of property, death or injury to individuals resulting from any incident caused by the fault or negligence of the **SUPPLIER's** employees and personnel during the 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; and

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 upon the receipt of the billing statement;
3. Agree that it shall be charged or billed the total amount of **NINETY-SIX THOUSAND PESOS ONLY (PhP96,000.00) 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**.

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Section 5

**INCLUSION IN THE SERVICES**

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

**a. Food/ Meals**

1. Day 1 - Buffet Dinner;
2. Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks

**MEALS** should include two (2) main courses, vegetables, soup, dessert, and drinks/juice during lunch and dinner

**NOTE:** No cream dory in the menu

**b. Function Room**

1. Use of conference room for 1 day (could accommodate participants up to 40 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 2 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, eraser, pads, and pen
4. Complimentary Wi-Fi connectivity to all rooms and conference room;
5. Flowing coffee/tea and purified water, candies/mints, and peanuts during sessions should be locally produced.

**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 microphones with extra batteries;
4. Free use of projectors and wireless presenters/pointers
5. Provision of alcohol for sanitation (Covid-19 safety protocol);
6. Free use of standby generator in case of brownout;
7. Preferably with in-house nurse and medical attendant in-case of emergencies

**d. Other Requirements**

1. Maintenance of cleanliness in the function hall, restrooms, sleeping quarters, hallways, coffee/tea area, and dining area.
2. Provision of an appropriate and sufficient parking area for VIPs and other guests.
3. Availability of 24-hour security, front desk, and housekeeping services.
4. 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.

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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.

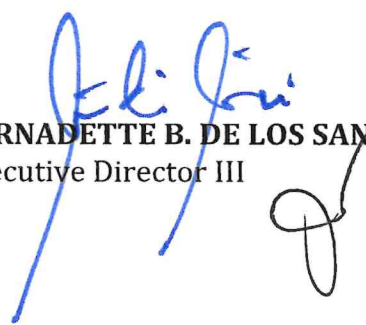
g. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

AUG 01 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

**MO2 WESTOWN HOTEL**  
SUPPLIER

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

  
**DIANA FE ACUÑA**  
Sale Executive Officer

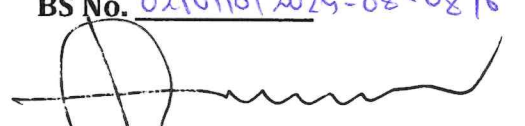
SIGNED IN THE PRESENCE OF:

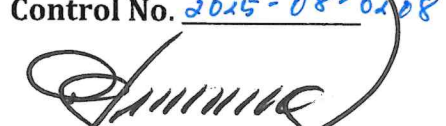
  
**FLORELIZ P. AVELLANA**  
Division Chief  
Planning Monitoring and Knowledge  
Management Division

  
(**MICHAEL MARIE B. LUCENA**)  
Witness

ALLOTMENT AVAILABLE: ₱ 96,000.-  
BS No. 021011012025-08-0870

FUNDS AVAILABLE: ₱ 96,000  
Control No. 2025-08-0208

  
**JOSE REDENTOR H. BESENIO**  
OIC-Asst. Division Chief, AFMD  
and Chief, Budget Section

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

**ACKNOWLEDGEMENT**

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

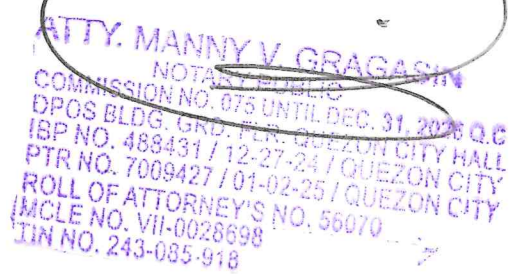
Before me, Notary Public, for and in QUEZON CITY this AUG 01 2025 day of \_\_\_\_\_ 2025  
appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID/ Passport No./ CTC No.	Issued at	Issued on
<b>Bernadette B. De Los Santos</b>	<b>407-3824-6983-6058 (SC ID)</b>	<b>Baao, Camarines Sur</b>	<b>May 3, 2023</b>
<b>Diana Fe Acuña</b>	<b>P4150916C (Passport)</b>	<b>DFA Iloilo</b>	<b>May 17, 2023</b>

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.**

Doc. No. 44  
Page No. 10  
Book No. XIV  
Series of 2025

\_\_\_\_\_  
**Notary Public**  
  
**ATTY. MANNY V. GRAGAS**  
 NOTARY PUBLIC  
 COMMISSION NO. 075 UNTIL DEC. 31, 2025 Q.C.  
 DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
 IBP NO. 489431 / 12-27-24 / QUEZON CITY  
 PTR NO. 7009427 / 01-02-25 / QUEZON CITY  
 ROLL OF ATTORNEY'S NO. 56070  
 JMCLE NO. VII-0028698  
 JIN NO. 243-085-918

*[Handwritten signature]*

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