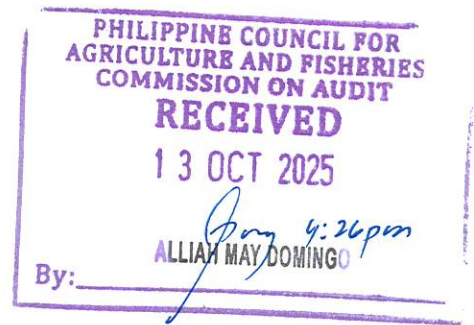


**CONTRACT OF AGREEMENT**



**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Agreement made and entered into this \_\_\_\_\_ day of 03 OCT 2025 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 III, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

**THE PINNACLE HOTEL AND SUITES**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address Sta. Ana Ave., Davao City, represented in this Act by its duly authorized representative, **MR. DINDO QUIAMBAO, Director of Sales**, 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) Seminar-Workshop cum Practicum on October 7-11, 2025** with approved **Purchase Request No. 25-09-417** and Request for Quotation was emailed to three (3) prospective suppliers with known qualifications.

**WHEREAS**, the Approved Budget for the Contract is **FOUR HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED PESOS (Php 479,800.00)**;

**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 Real Property and Venue, pursuant to Section 35.9 of the Implementing Rules and Regulations of Republic Act No. 12009;

**WHEREAS**, the opening of bid was undertaken on September 29, 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. 2025-127** to the **SUPPLIER** on September 29, 2025;

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

A handwritten signature in blue ink, appearing to be "Geri Geri", with a small number "1" written above it.

Section 1

**SCOPE OF SERVICES**

The **SUPPLIER** shall provide food, accommodation, and venue for a total of **fifty (50) participants** of **PCAF** during the Constructors' Performance Evaluation System (CPES) Seminar-Workshop cum Practicum on October 7-11, 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-NINE THOUSAND EIGHT HUNDRED PESOS (Php 479,800.00) 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 food, accommodation, and venue for a total of **fifty (50) participants** of **PCAF** during the Conduct of Constructors' Performance Evaluation System (CPES) Seminar-Workshop cum Practicum on October 7-11, 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;
3. Agree that it shall be charged or billed the total amount of **FOUR HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED PESOS (Php 479,800.00) inclusive of government taxes and fees**, for the whole duration of the event;



2



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 (Full Board)**

- 5 days and 4 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
  - 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 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 8

**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 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 and resume performance as soon as practicable.

Section 10

**LIQUIDATED DAMAGES**

As provided in Section 71.1.4 of the Implementing Rules and Regulations of Republic Act No. 12009, Liquidated damages shall be imposed if any or all of the contracted Goods remain undelivered on the specified date, including the duly granted extensions.

When the supplier, manufacturer, or distributor fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity. The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.


<sup>4</sup>

If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

Section 11

**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. The provisions of Republic Act No. 12009 and its Implementing Rules and Regulations shall have suppletory application to this Contract. In case of conflict, the said law and its IRR shall prevail.
- g. 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.
- h. No part of this contract, including any rights arising therefrom, may be transferred, assigned, or subcontracted to third parties without the prior written consent of **PCAF**.
- i. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

<sup>5</sup>

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

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

**THE PINNACLE HOTEL AND SUITES**  
SUPPLIER

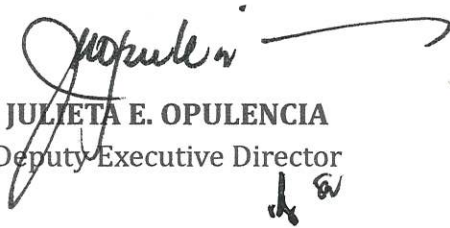


**BERNADETTE B. DE LOS SANTOS**  
Executive Director III



**DINDO QUIAMBAO**  
Director of Sales

**SIGNED IN THE PRESENCE OF:**



**JULIETA E. OPUENCIA**  
Deputy Executive Director



**JOSUA NIFIAS**  
The Pinnacle Hotel and Suites

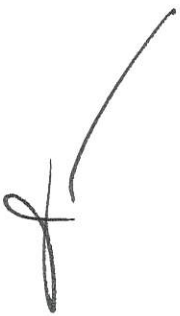
**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

ALLOTMENT AVAILABLE: ₱479,800.-  
BS No. 02101012025-10-1290

FUNDS AVAILABLE: ₱479,800.-  
Control No. 2025-10-0292

  
**JOSE REDENTOR H. BESENIO**  
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 03 OCT 2025 day of \_\_\_\_\_ 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
<b>Bernadette B. de los Santos</b>	National ID # 5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
<b>Dindo Quiambao</b>	Community ID ANR5337965	Angono, Rizal	October 25, 2016

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

Doc. No. 444  
Page No. 89  
Book No. CAH  
Series of 2025

**ATTY. CONCEPCION P. VILLARENA**  
NOTARY PUBLIC FOR QUEZON CITY  
ADM. MATTER NO. NP-021 (2024-2025)  
UNTIL DECEMBER 31, 2025  
ROLL NO. 30457 / 05-09-1980  
IBP NO. 461667 / 10-29-2024  
PTR NO. 6989624 / 01-02-25  
MCLE NO. VII-0006994 / 09-21-2021  
TIN NO.: 131-942-754