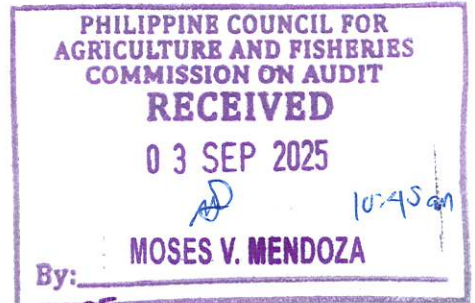


**CONTRACT OF AGREEMENT**



**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Agreement made and entered into this **AUG 29 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-

**AVIORE HOTEL**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Tinta-Patik Road, Barangay 91, Abucay, Tacloban City, represented in this Act by its duly authorized representative, **JOENEL C. YUTRAGO**, Sales Marketing Manager, hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

**WHEREAS**, **PCAF** requested the procurement of **one (1) lot food and accommodation for the Conduct of Participatory Monitoring and Evaluation Training for AFCs of Eastern Visayas Region on September 1-5, 2025 in Tacloban City** with approved PR No. 25-08-367 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 THIRTY SIX THOUSAND PESOS ONLY (Php 336,000.00)**;

**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 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 August 18, 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 August 18, 2025;

Section 1  
**SCOPE OF SERVICES**

The **SUPPLIER** will provide food, accommodation, and venue for a total of **THIRTY-FIVE (35) Participants** during the Participatory Monitoring and Evaluation Training on September 1-5, 2025.

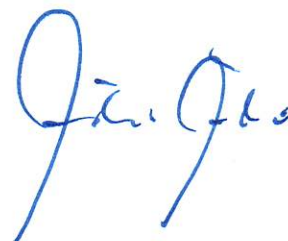
Section 2  
**CONTRACT PRICE**

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 **THREE HUNDRED THIRTY SIX THOUSAND PESOS ONLY (Php 336,000.00) 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 **THIRTY-FIVE (35) PARTICIPANTS** during the Participatory Monitoring and Evaluation Training on September 1-5, 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 4  
**RESPONSIBILITIES OF PCAF**

The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the required specifications for the whole duration of the event.
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 THIRTY SIX THOUSAND PESOS ONLY (Php 336,000.00) 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 5  
**INCLUSION IN THE SERVICES**

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

**FOOD AND ACCOMMODATION**

- 5 days and 4 nights for 35 pax

**a. MEALS: Managed Buffet**

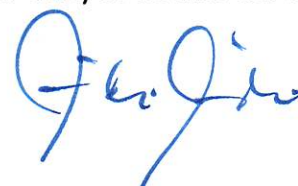
- 1st day (Lunch, PM Snacks, and Buffet Dinner)
- 2nd day (Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Managed Buffet Dinner)
- 3rd day (Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Managed Buffet Dinner)
- 4th day (Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM snacks, Managed Buffet Dinner)
- 5th day (Buffet Breakfast, AM Snacks)
- **NO CREAM DORY IN THE MENU**
- Meals should include two (2) main courses, vegetables, soup, dessert (should be locally produced) & 1 round of drinks/juice during lunch and dinner.

**b. HOTEL ROOM – Accommodation**

- Twin sharing with two individual beds
- Complimentary in-house high-speed Wi-fi Internet access in guest rooms and conference room
- With hot and cold shower
- Air-Conditioned Rooms

**c. USE OF CONFERENCE ROOM FOR 3 DAYS SESSION**

- Can accommodate participants up to 50-70 pax for fish bone and/or round table setup, well-lighted, airconditioned, with good ventilation



**d. SERVICE EVENT REQUIREMENT**

- Provision of lift or elevator when building has more than 2 floors for senior citizens and PWD use
- With complimentary welcome streamer & backdrop tarpaulin
- Free use of electricity for laptops, LCDs, and printers
- Free use of sound system and extension cords
- Preferably with in-house medical service/clinic or nearby clinic in case of emergencies
- Flowing coffee/tea and purified water, candies/mints and peanuts during sessions
- 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 and access to other hotel amenities free of charge 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**

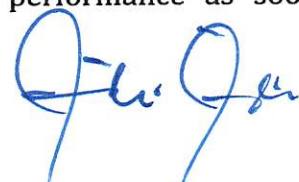
Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached and litigation becomes necessary, the dispute shall be exclusively brought before the proper courts of Quezon City, Philippines.

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.



When the supplier fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier, 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 or collected from any securities or warranties posted by the supplier, 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.

If delays are likely to be incurred beyond its control, the supplier, 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 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. 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, in so far as they are separable from the invalid ones, shall remain in full force and effect.
- h. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.



Handwritten signature in blue ink, likely of the supplier, located at the bottom right of the page.

AUG 29 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

**AVIORE HOTEL**  
SUPPLIER

**BERNADETTE B. DELOS SANTOS**  
Executive Director III

**JOENEL C. YUTRAGO**  
Sales Marketing Manager

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** ₱336,000.-  
**BS No.** 021011012025-09-1024

**FUNDS AVAILABLE:** 336,000.-  
**Control No.** 2025-09-0220

**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 AUG 29 2025 day of \_\_\_\_\_ 2025  
 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Type of Identification	Issued at	Issued on
Bernadette B. De Los Santos	National ID #5407-3824-698 3-6058	Baa0, Camarines Sur	May 3, 2023
Joemel C. Yutrago	NATIONAL ID 6477-7681-9869-7168	LETE, LETE	

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 seven (7) 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. 244  
 Page No. 59  
 Book No. XIV  
 Series of 2025

*Concepcion Villarena*  
**Notary Public**  
 ATTY. CONCEPCION VILLARENA  
 Notary Public for Quezon City  
 Until December 31, 2025  
 Roll No. 30457 / 05-09-1980  
 PTR No. 6989624 / 01-01-2025  
 IBP No. 461667 / 2024-2025  
 MCLE No. VIII-0031753 / 04-14-2023  
 Adm. Matter No. NP-021 (2024-2025)  
 TIN No. 134-942-754