

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

SEP 30 2025

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 III, BERNADETTE B. DE LOS SANTOS, hereinafter referred to as the PCAF;

-and-

MACATABO FARM, a registered Single Proprietorship and Events Catering duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Brgy. Carmen, Baguio Dist., Davao City, represented in this Act by its duly authorized representative, GENOVIVO CAJES, hereinafter referred to as the SUPPLIER.

WITNESSETH

WHEREAS, PCAF requested the procurement of One (1) Lot Supply and Delivery of Meals for AFC Meetings for RAFC XI Sectoral and Executive Committee Meetings with approved PR No. 25-07-317 on the following dates:

RAFC XI (Sectoral Committee Meeting) October 10, October 21, October, November 7, November 14, and November 21, 2025

RAFC XI (Executive Committee Meeting) October 17, October 24, November 21, November 28, December 5, and December 10, 2025

WHEREAS, the SUPPLIER has represented and warranted itself as capable, competent and duly licensed provider of meals 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 Small Value Procurement as a mode of procurement pursuant to Section 34 of the Implementing Rules and Regulations of the Republic Act No. 12009;

WHEREAS, the opening of the bid was undertaken on 15 July 2025, and after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Lowest Calculated and Responsive Quotation among three suppliers, 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 15 July 2025;

PCAF-Contract-2025- 044

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES COMMISSION ON AUDIT RECEIVED 30 SEP 2025 By: ALLAN MAYDOMING

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December 5,
December 10,
ember 4, 2025
mber 2, 2025
mber 11, 2025
mber 10, 2025
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES COMMISSION ON AUDIT RECEIVED 30 SEP 2025

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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** will provide meals for a total of **THIRTY FOUR (34) Participants** per Sectoral Meeting and **TWENTY THREE (23) Participants** per Executive Meeting for the One (1) Lot Supply and Delivery of Meals for AFC Meetings for RAFC XI Sectoral and Executive Committee Meetings on above mentioned dates in Davao City.

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 THIRTY NINE THOUSAND AND FOUR HUNDRED PESOS ONLY (Php 239,400.00)** inclusive of all applicable government taxes and fees through progress billing for the whole duration of the event.

Section 3
RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the necessary meals for a total of **THIRTY FOUR (34) Participants** per Sectoral Meeting and **TWENTY THREE (23) Participants** per Executive Meeting for the One (1) Lot Supply and Delivery of Meals for AFC Meetings for RAFC XI Sectoral and Executive Committee Meetings on above mentioned dates;
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 participants after completion of the activity and upon the receipt of the billing statement;
3. Agree that the total amount of **TWO HUNDRED THIRTY NINE THOUSAND AND FOUR HUNDRED PESOS ONLY (Php 239,400.00)** inclusive of government taxes shall be billed progressively, with payment to be released to the supplier upon receipt of an invoice for each completed event;

Section 5
TERMS OF PAYMENT

The total contract price for the meals is **TWO HUNDRED THIRTY NINE THOUSAND AND FOUR HUNDRED PESOS ONLY (Php 239,400.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

Section 6
INCLUSION IN THE SERVICES

The **SUPPLIER** shall provide for the catering services of the following in Davao City:

AFC LEVEL	LOCATION	INCLUDED SERVICE/S	DATE/S
RAFC XI (Sectoral Committee Meeting)	Davao City	Food at 6 days for 34 pax (AM Snacks, Lunch Buffet, and PM Snacks)	October 10, October 21, October, November 7, November 14, and November 21, 2025
RAFC XI (Executive Committee Meeting)	Davao City	Food at 6 days for 23 pax (AM Snacks, Lunch Buffet, and PM Snacks)	October 17, October 24, November 21, November 28, December 5, and December 10, 2025

- Payment terms: Progress billing
- Inclusive of government taxes and fees

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Section 7

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.

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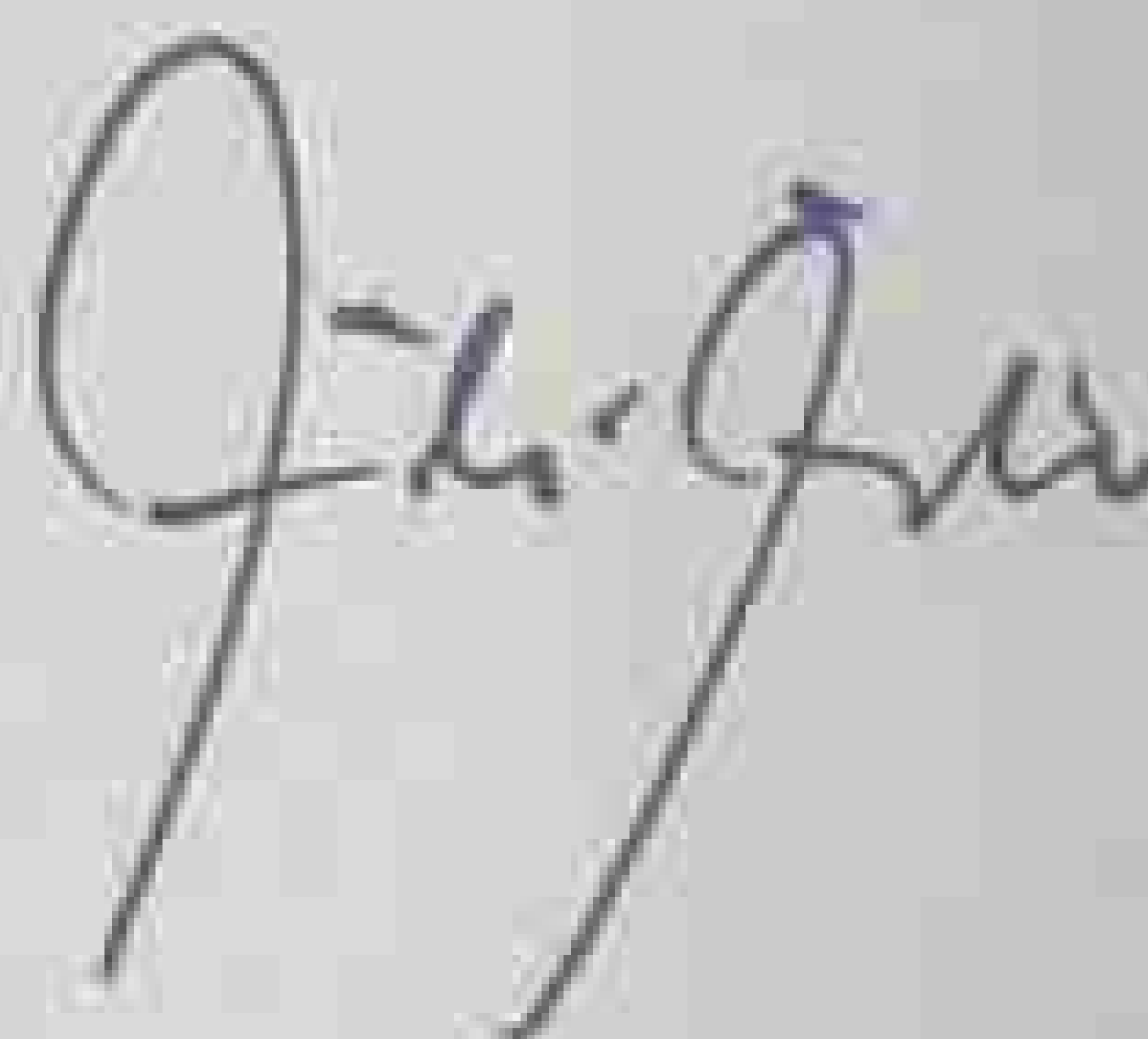
If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious 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. The **SUPPLIER** shall exercise extraordinary diligence in the performance of its duties.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

PCAF-Contract-2025- 014



ACKNOWLEDGEMENT

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

QUEZON CITY

SEP 30 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 B. De Los Santos	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Genovito Cajos	102-92-081262	DAVAO CITY	

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 06, (7) 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

ATTY. RIZAL JOSE F. VALMORERA
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. 003 (2025-2028)
RP O.P. No. 47200 / 10-23-24 PTR No. 1010107
RUB No. 20430 / TRS: 300-416-043
SACLE No. VII-0005530 valid until April 14, 2028
Add: 8473 Eusebio Road, Bantay San Roque,
Murphy, Quezon City

Doc. No. 172
Page No. 36
Book No. CW
Series of 2025

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures SEP 30 2025
2025 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

MACATABO FARM
SUPPLIER


BERNADETTE B. DE LOS SANTOS
Executive Director III


GENOVIVO CAJOS
Authorized Representative

SIGNED IN THE PRESENCE OF:


CATHERINE A. VIRAY
OIC Chief, Partnership Development Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱239,400.-
BS No. 02109 101 2025-08-0499

FUNDS AVAILABLE: ₱239,400.-
Control No. 2025-09-0228


JOSE REDENTOR H. BESENI0
Chief, Budget Section


MARIA LOURDES P. GONZALES
Chief, Accounting Section

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