

**CONTRACT OF AGREEMENT**

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES  
COMMISSION ON AUDIT  
**RECEIVED**  
29 AUG 2025  
By: *Amg* 1:15pm  
ALLIEN MAY DOMINGO

**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:

**AUG 29 2025**

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-

**25091511**

**THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at San Miguel, Calasiao, Pangasinan, represented in this Act by its duly authorized representative, **CHARITY DE GUZMAN**, Senior Sales 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 Luzon A Participatory Performance Review and Planning Workshop on September 2-5, 2025 in Pangasinan** with approved PR No. 25-07-352 and Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

**WHEREAS**, the Approved Budget for the Contract is **ONE MILLION FIFTY-SIX THOUSAND FOUR HUNDRED PESOS ONLY (Php 1,056,400.00)**;

**WHEREAS**, the **THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL** 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 **THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL** 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 **THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL** was declared as the Lowest Calculated and Responsive Quotation, thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **THE**

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*[Handwritten signature]*

**MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL;**

**WHEREAS, PCAF issued the Notice of Award to the THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL on August 18, 2025;**

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

**Section 1  
SCOPE OF SERVICES**

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The **SUPPLIER** will provide food, accommodation, and venue for a total of **ONE HUNDRED THIRTY-NINE (139) Participants** during the FY 2025 Luzon A Participatory Performance Review and Planning Workshop on September 2-5, 2025.

**Section 2  
CONTRACT PRICE**

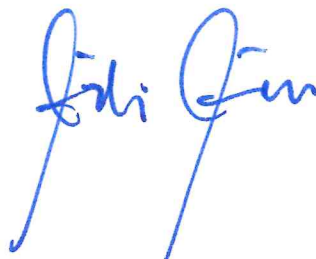
For and in consideration of the **SERVICES** to be undertaken by the **SUPPLIER, PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **ONE MILLION FIFTY-SIX THOUSAND FOUR HUNDRED PESOS ONLY (Php 1,056,400.00))** inclusive of all applicable government 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 THIRTY-NINE (139) Participants** during the FY 2025 Luzon A Participatory Performance Review and Planning Workshop on September 2-5, 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.

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Section 4  
**RESPONSIBILITIES OF PCAF**

The PCAF shall:

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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 **ONE MILLION FIFTY-SIX THOUSAND FOUR HUNDRED PESOS ONLY (Php 1,056,400.00) inclusive of all applicable government taxes and fees** for the whole duration of the event; and
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 139 pax
- 1 Extended Workshop for 139 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.

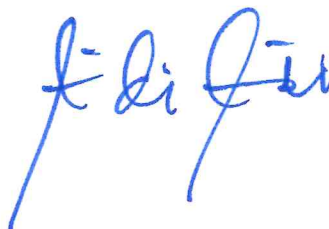
**b. HOTEL ROOM - Accommodation**

- 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

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**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 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.

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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.

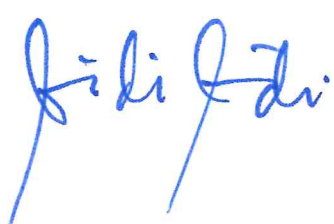
If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious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

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

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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**

**THE MONARCH HOSPITALITY AND TOURISM CORPORATION DOING THE BUSINESS UNDER THE NAME AND STYLE OF THE MONARCH HOTEL SUPPLIER**

PCAF

*Bernadette B. de los Santos*  
BERNADETTE B. DE LOS SANTOS  
Executive Director III

*Charity de Guzman*  
CHARITY DE GUZMAN  
Senior Sales Manager

SIGNED IN THE PRESENCE OF:

25091511

*Floreliz P. Avellana*  
\_\_\_\_\_  
FLORELIZ P. AVELLANA  
Chief, PMKMD

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

ALLOTMENT AVAILABLE: ₱ 1,056,400  
BS No. 02101101 2025-08-1019

FUNDS AVAILABLE: ₱ 1,056,400.00  
Control No. 2025-08-0219

*Jose Redentor H. Besenio*  
JOSE REDENTOR H. BESENIO  
Chief, Budget Section

*Maria Divina P. Gonzales*  
MARIA DIVINA P. GONZALES  
Chief, Accounting Section

ACKNOWLEDGEMENT

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

AUG 29 2025

Before me, Notary Public, for and in QUEZON CITY 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
CHARITY MAE O. DE BUZMAN	P8047001B	DA, CALASIAN	OCT 30, 2021

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 or institution they respectively represent.

WITNESS MY HAND AND SEAL, on the date and place above written.

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Notary Public

Doc. No. 247  
Page No. 51  
Book No. XV  
Series of 2025

ATTY. MANNY V. GRAGASIN  
NOTARY PUBLIC  
COMMISSION NO. 075 UNTIL DEC. 31, 2026 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 488431 / 12-27-24 / QUEZON CITY  
PTR NO. 7009427 / 01-02-25 / QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VIII-0040298  
TIN NO. 243-085-918

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