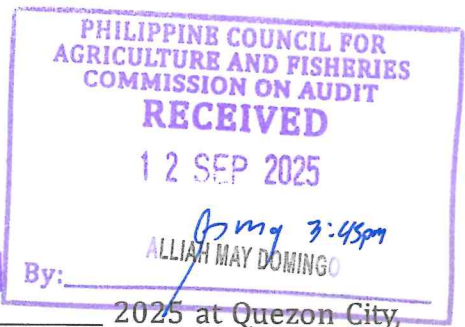


**CONTRACT OF AGREEMENT**



**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:

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 **RACABA CONSTRUCTION AND TRADING INC.** doing business under the name and style of **YNAD'S PLACE HOTEL AND RESORT** is a registered Corporation duly organized under Philippines laws and licensed to operate business in the Philippines, with principal office address at Bypass Road, Brgy. Namtutan, City of San Fernando, La Union represented in this Act by its Authorized Representative, **REYNALYN B. ALMOJUELA**, Corporate Secretary, 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 **September 18-19, 2025** in City of San Fernando with approved Purchase Request No. 25-08-383 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 September 8, 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. 117 to the **SUPPLIER** on September 8, 2025;

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

Section 1

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**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 **September 18-19, 2025** in **San Fernando La Union**.

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-FOUR THOUSAND PESOS ONLY (PhP94,000.00) 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 food, accommodation, and venue for a total of **forty (40)** participants of **PCAF** during the **PMT EXIT CONFERENCE** in City of San Fernando on September 18-19, 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:

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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 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-FOUR THOUSAND PESOS ONLY (PhP94,000.00) 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**.



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.

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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**

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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.

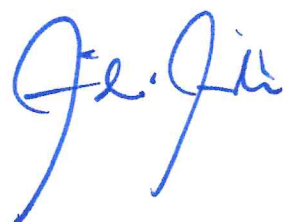
If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious 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. 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.

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SEP 12 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


**YNAD'S PLACE HOTEL AND RESORT**  
SUPPLIER

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


  
**REYNALYN B. ALMOJUELA**  
Corporate Secretary

**SIGNED IN THE PRESENCE OF:**


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

  
**KRIZIA MAY BALANON**  
Witness

ALLOTMENT AVAILABLE: ₱ 94,000.-  
BS No. 021011012025-09-1096

  
**JOSE REDENTOR H. BESENIO**  
Chief, Budget Section

FUNDS AVAILABLE: ₱ 74,000.00  
Control No. 2025-09-0223

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

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**ACKNOWLEDGEMENT**

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

Before me, Notary Public, for and in QUEZON CITY this SEP 12 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
Bernadette B. De Los Santos	407-3824-6983-6058 (SC ID)	Baao, Camarines Sur	May 3, 2023
Reynalyn B. Almojuela	0536591 (PRC ID)	City of San Fernando	March 26, 2009

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. 161  
Page No. 34  
Book No. XVI  
Series of 2025

**Notary Public**  
**ATTY. MANNY V. GRACASIN**  
NOTARY PUBLIC  
COMMISSION NO. 076 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

**25091513**

*Joli Ju*