

CONTRACT OF AGREEMENT

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES COMMISSION ON AUDIT RECEIVED

24 SEP 2025

SEP 19 2025 MOSES V. MENDOZA

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this ___ day of By: 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. DELOS SANTOS, hereinafter referred to as the PCAF; -and-

DALIAN PEAK HOTEL, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Elisa Street corner Federico Street, Sta. Maria 1, Balibago, Angeles City, Pampanga, represented in this Act by its authorized representative, CESAR E. REYES, General Manager, hereinafter referred to as the SUPPLIER.

Handwritten signature and date: CESAR E. REYES 22/09/2025

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 Central Luzon Region on September 22-26, 2025 in Angeles City, Pampanga with approved PR No. 25-08-389 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 FIFTY FIVE THOUSAND TWO HUNDRED PESOS ONLY (Php 355,200.00);

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 Venue as an alternative mode of procurement pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 12009;

WHEREAS, the opening of bid was undertaken on September 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 September 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

The SUPPLIER will provide food, accommodation, and venue for a total of THIRTY-SEVEN (37) Participants during the Participatory Monitoring and Evaluation Training on September 22-26, 2025.

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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 FIFTY FIVE THOUSAND TWO HUNDRED PESOS ONLY (Php 355,200.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3
TERMS OF PAYMENT

PCAF shall make a single advance payment to the SUPPLIER equivalent to **fifty percent (50%)** of the total contract price. This is in accordance with Section 71.1.5 of the Implementing Rules and Regulations of the Republic Act No. 12009, which allows advance payments for services where down payment is standard industry practice.

The remaining **fifty percent (50%)** of the contract amount shall be paid upon satisfactory completion of the services rendered and submission of all required supporting documents, subject to applicable government auditing and accounting rules and regulations.

Section 4
RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER shall:

1. Provide the necessary food, accommodation, and venue for a total of **THIRTY-SEVEN (37) PARTICIPANTS** during the Participatory Monitoring and Evaluation Training on September 22-26, 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 5
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 it shall be charged or billed the total amount of **THREE HUNDRED FIFTY FIVE THOUSAND TWO HUNDRED PESOS ONLY (Php 355,200.00)**

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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 6
INCLUSION IN THE SERVICES

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

FOOD AND ACCOMMODATION

- 5 days and 4 nights for 37 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**
- 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

- Single or Twin sharing with individual beds
- Complimentary in-house high-speed Wi-fi Internet Access
- with hot and cold shower
- Air-Conditioned Rooms

c. USE OF CONFERENCE ROOM FOR 3 DAYS SESSION

- Can accommodate participants up to 40-50 pax for fish bone and/or round table setup, well-lighted, airconditioned, with good ventilation
- Provision and free use of LCD projector and screen, wireless presenters/pointers, at least 2 whiteboards with markers and eraser, at least 4 microphones with extra batteries, pads, and pen
- Complimentary in-room WIFI connectivity to all rooms and conference room and access to other hotel amenities free of charge

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.

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AVENUE 9
WEST
C-ESM

- 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 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.

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

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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

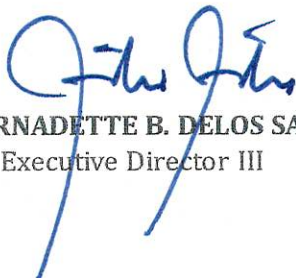
OTHER CONDITIONS OF THE CONTRACT

- 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this SEP 19 2025 day of _____ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

PCAF



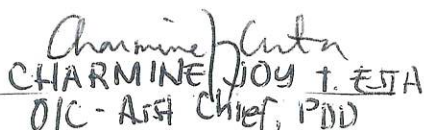
BERNADETTE B. DELOS SANTOS
Executive Director III

DALIAN PEAK HOTEL
SUPPLIER



CESAR E. REYES
General Manager

SIGNED IN THE PRESENCE OF:


CHARMINE JOY I. ESTIA
OIC - Asst Chief, PDD

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 395,200.-
BS No. 021011012025-09-1186

FUNDS AVAILABLE: _____
Control No. _____



JOSE REDENTOR H. BESENI0
Chief, Budget Section



MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

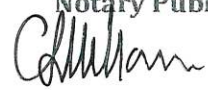
Before me, Notary Public, for and in QUEZON CITY this SEP 19 2025 day of _____ 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
Bernadette B. De Los Santos	National ID #5407-3824-6983-605 8	Baao, Camarines Sur	May 3, 2023
Cesar E. Reyes	Driver's License #C11-05-186489	Pampanga	April 15, 2022

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. 314
Page No. 73
Book No. XIII
Series of 2025

Notary Public

ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2025
Roll No. 30457 / 05-09-1980
PTR No. 6988624 / 01-01-2025
IBP No. 461667 / 2024-2025
MCLE No. VIII-0031753 / 04-14-2028
Adm. Matter No. NP-021 (2024-2025)
TIN No. 131-942-754