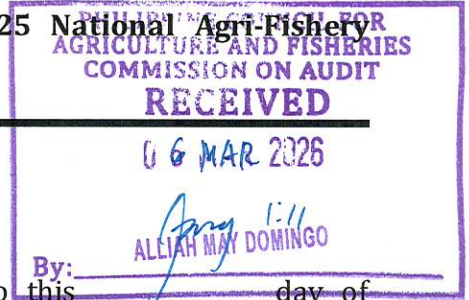


CONTRACT OF AGREEMENT

Contract of Agreement for the conduct of the 2025 National Agri-Fishery Volunteers' Day on March 25-27, 2026.



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 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

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SEQUOIA HOTEL MANILA BAY (SEQUIAMANILA CORP), a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address in Veneracion St. cor. San Pedro St, Aseana City, Paranaque City, represented in this Act by its duly authorized representative, YLAIZA S. RAMOS, Sales Executive, hereinafter referred to as the SUPPLIER.

- WITNESSETH -

WHEREAS, PCAF is committed to serve the interests of the Filipino people through the development of public-private partnerships as consultative body to the DA and strengthened functions related to coordination and monitoring of agricultural and fisheries modernization processes;

WHEREAS, PCAF requested the procurement of one (1) lot of meals and accommodation for the 2025 National Agri-Fishery Volunteer' Day with free use of Plenary / Function Hall, with approved Purchase Request No. 26-02-047 and Request for Quotation was emailed to three (3) prospective suppliers with known qualifications;

WHEREAS, the Approved Budget for the Contract is TWO MILLION NINE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (Php 2,992,400.00);

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 agrees to engage the services of the SUPPLIER through Negotiated Procurement - 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 price quotation was undertaken on February 23, 2026, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single Calculated and Responsive Quotation (SCRQ);

**WHEREAS**, , the Head of the Procuring Entity (HOPE) approved the BAC recommendation, and **PCAF** issued the **Notice of Award Number 2026-020** to the **SUPPLIER** on February 23, 2026;

**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** shall provide food, accommodation, and venue for a total of **Four Hundred Fifty (450) participants** during the conduct of the **2025 National Agri-Fishery Volunteers' Day on March 25-27, 2026**.

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 MILLION NINE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (Php 2,992,400.00) inclusive of all applicable government taxes and fees** for the whole duration of the event.

Section 3  
**TERMS OF PAYMENT**

The total contract price for the food, accommodation, and venue is **TWO MILLION NINE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (Php 2,992,400.00) inclusive of all applicable government taxes and fees** for the whole duration of the event, shall be paid by **PCAF** after the 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 food, accommodation, and venue for a total of **450 participants** of **PCAF** during the conduct of the **2025 National Agri-Fishery Volunteers' Day on March 25-27, 2026**;
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 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 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 **TWO MILLION NINE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (Php 2,992,400.00), 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 6  
**INCLUSION IN THE SERVICES**

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

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**Food/ Meals**

1. Day 1 - Managed Buffet Lunch, PM Snacks, and Managed Buffet Dinner
2. Day 2 - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner  
Day 2 - Cocktail Menu on the 2nd day evening (Networking Session);
3. Day 3 - Buffet Breakfast and AM Snacks
4. **MEALS:** Lunch and dinner shall include soup, three (3) main courses, vegetables, rice, dessert, and drinks or juice
5. **Menu Restriction:** Cream dory shall not be included in the menu;
6. Provision for non-pork buffet station
7. Food may be served inside the rooms upon request (for VIPs)
8. **Session Amenities:** Free-flowing coffee, tea, purified water, candies and mints shall be provided during sessions

**Hotel/Room Accommodation**

1. Fully air-conditioned rooms
  - a. 6 Single occupancy rooms (for VIPs)
  - b. 15 Twin sharing rooms with individual beds
  - c. 138 Triple sharing rooms with individual beds
2. Provision of the following
  - a. Electric kettle
  - b. Coffee, tea, sugar, and creamer
  - c. Daily bottled water
  - d. Free wi-fi access
  - e. Cable television
  - f. Hot and cold shower
  - g. Daily housekeeping and change of toiletries
  - h. Free use of hotel amenities

**Plenary/Function Hall**

1. Capacity of the function area min. 500 pax seating capacity (round table)
2. Free use of the hall for three (3) days for the following: Technical Run, Program Proper and Networking Session

3. Ample space for Photo Booth/Glam Booth and Exhibit areas
4. Free secretariat room (near the venue)
5. Free use of the following:
  - a. Basic lights and sound system
  - b. Movable stage 11 panels (4x8 ft)
  - c. Electricity for laptop
  - d. LED wall
  - e. Podium, rostrum, stanchion, and flags
6. Provision of holding room for VIPs (20-30pax) with WIFI connection
7. Provision of the following:
  - a. Dedicated WiFi at the Grand Ballroom for live streaming
  - b. Table cloth, candies, mints, and basic flower arrangement
  - c. Alcohol dispense in conspicuous places in the venue
  - d. Free flowing brewed coffee, tea, and water
  - e. Electrical extension cords
  - f. Complimentary use of digital signage
  - g. Door signages
  - h. Standby generator
  - i. On-call Medical Personnel for 24 hours
  - j. Available emergency kit
  - k. With elevator/escalator
  - l. Free Parking

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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

**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.

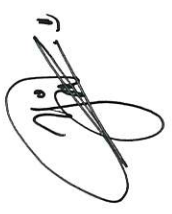
Termination shall take effect upon the issuance of a written notice served at least fifteen (15) days before the intended termination date, unless otherwise provided in this Contract.

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 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.

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Section 11  
**OTHER CONDITIONS OF THE CONTRACT**

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
2. Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**.
3. The **SUPPLIER** shall exercise due diligence in the performance of its duties.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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**.
9. 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 affix their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 at Quezon City, Metro Manila, Philippines.

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

by:



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

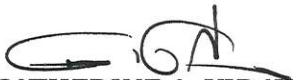
**SEQUOIA MANILA BAY**

by:



**YLAIZA S. RAMOS**  
Sales Executive

**WITNESSES:**



**CATHERINE A. VIRAY**  
Chief, PDD



**JANE MIMAY DALUPERIT**  
Sales Executive

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**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**

Allotment Available: ₱ 2,992,400.-  
BS No.: 021011012026-03-0135

Funds Available: ₱ 2,992,400.00  
Control No. 2026-03-0094



**EMILY D. PERALTA**  
OIC-Budget Section of the AFMD-  
Budget Section



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

