Contract Agreement for Venue Rental with Meals for Live-out 2025 PSC Strategic Planning Workshop

CONTRACT AGREEMENT

This Agreement is made and executed in the City of Manila, Philippines, this ____ day of , by and between:

PHILIPPINE SPORTS COMMISSION, a national government agency exercising corporate powers, created and existing under Republic Act No. 6847 with principal office address at Administration Building, Rizal Memorial Sports Complex, Pablo Ocampo Sr., St., Malate, Manila, represented herein by its Chairman, RICHARD E. BACHMANN, hereinafter referred to as the PSC;

- and -

CENTURY PARK HOTEL (MARANAW HOTEL AND RESORT CORP.), duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 599 Pablo Ocampo St., Malate, Manila, represented herein by its Events Account Manager, JOAN PAULA HERNANDEZ, hereinafter referred to as the CENTURY PARK HOTEL.

WITNESSETH:

WHEREAS, the PSC, thru its Bids and Awards Committee (BAC), invited prospective service providers to apply for eligibility and to submit proposals / quotations for the procurement of Venue Rental with Meals for Live-out 2025 PSC Strategic Planning Workshop;

WHEREAS, in response to the said invitation, CENTURY PARK HOTEL signified its intention to apply by submitting its eligibility requirements and quotation for the aforementioned project;

WHEREAS, the PSC, in accordance with PSC BAC Resolution No. GS 034-2025 dated March 3, 2025, has declared CENTURY PARK HOTEL as the service provider with the Lowest Calculated Quotation, technically, legally, and financially qualified to undertake the project in compliance with the provisions of Republic Act No. 9184; A copy of the BAC Resolution is attached hereto as *Annex "A."*

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions herein set forth, the parties by these presents agreed as follows:

- CENTURY PARK HOTEL shall provide the Venue with Meals for Live-out 2025 PSC Strategic Planning Workshop, in conformity with the Technical Specifications stated in the Request for Quotation (RFQ).
- In consideration of the services to be rendered, subject to the submission of a letter of request for payment per COA Circular 2023-004 after rendering full service, the PSC shall pay CENTURY PARK HOTEL in the amount of Five Hundred Thirteen Thousand Pesos (Php 513,000.00).
- 3. The following documents as required by the 2016 Revised Implementing Rules and Regulations of R.A. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:
 - a. Lease of Real Property and Venue Documents;
 - 1) Schedule of Requirements;
 - 2) Technical Specifications;
 - 3) General and Special Conditions of Contract;
 - 4) Supplemental or Bid Bulletins, if any.



- b. Winning service provider's proposal, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- d. Performance Security, if any:
- e. Notice of Award of Contract; and the Service Provider's conforme thereto; and
- f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning service provider agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 4. **Dispute Resolution**. In the event of any dispute, controversy, or claim arising from or relating to this Agreement, including issues concerning its breach, termination, or validity (hereinafter referred to as a "Dispute"), the Parties shall first seek to resolve the Dispute amicably through good faith negotiations. If the Dispute is not resolved through negotiation within the specified time frame, any Party may initiate mediation by providing written notice to the other Parties.

The Parties agree to keep confidential all aspects of the dispute resolution process, including any information disclosed, documents produced, or admissions made during the process, except as required by law or for the enforcement of an agreement or arbitral award.

5. Confidentiality and Data Protection.

- a. Confidential Information: Each Party agrees to maintain the confidentiality of any proprietary or sensitive information disclosed by the other Parties in connection with this Agreement.
- b. Data Protection: The Parties shall comply with all applicable data protection laws and regulations in the collection, use, and storage of personal data related to the implementation of this Agreement.
- c. Security Measures: The Parties shall implement appropriate technical and organizational measures to protect confidential information and personal data from unauthorized access, disclosure, alteration, or destruction.
- 6. This Contract Agreement is subject to the usual government accounting and auditing rules and regulations.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date and place first above written.

PHILIPPINE SPORTS COMMISSION

CENTURY PARK HOTEL (MARANAW HOTEL AND RESORT CORP.)

Ву:

RICHARD E. BACHMANN
Chairman

Ву:

JOAN PAULA HERNANDEZ Events Account Manager



Signed in the presence of:

ATTY. ERIK JEAN A. MAYORES Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES CITY OF MANILA

S.S.

BEFORE ME, the undersigned Notary Public in and for the City of Manila, Philippines, on this day personally appeared AR

NAME	GOVT. ISSUED ID	DATE AND PLACE ISSUED
RICHARD E. BACHMANN	PH Passport P4161720B	
JOAN PAULA HERNANDEZ	PH Passport PIIC4622B	23 Mar 2019 DEA NCR WYST

Known to me and to me known to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages including the page wherein this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

Doc. No. Page No.

Book No. VIII

Series of 2025.

NOTARY PUBLIC

ATTY. DIOMARIE D. PEDROZO

Notary Public City of Manila

Commission No. 2025-054 until 31 December 2026

Roll No. 77435 07 May 2022

PTR No. MLA- 2094534/ 10 January 2025 IBP No. 516021/15 January 2025/Pasig City MCLE 8th Initial Compliance until 14 April 2025

PSC- Pablo Ocampo Sr., St. Malate, Manila