

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this APR 05 2024 day of _____ 2024 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, and the Department of Budget and Management (DBM) approved Rationalization Plan covering the consolidation of the National Agricultural and Fishery Council (NAFC) and Livestock Development Council (LDC) on June 26, 2013, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC-Executive Director, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

MINDANAO AVENUE SERVICENTER, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 57 Mindanao Avenue, Brgy. Pagasa, Quezon City, represented in this Act by its **Authorized Representative, LIBORIO PANGAN**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of one (1) lot procurement of diesel fuel, change oil and other related products/services for the period January 2, 2024 to December 31, 2024 through PR No. 24-01-005 and was posted in the PhilGEPS for bidding;

WHEREAS, the **SUPPLIER** is engaged in the supply of diesel fuel, change oil and other related products/services and had submitted its quotation;

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid, 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 January 16, 2024;

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

A. OBLIGATIONS OF PCAF

1. Allocate and disburse funds in the total amount of **Seven Hundred Twenty-Nine Thousand Three Hundred Pesos (Php 729,300.00)** to **MINDANAO AVENUE SERVICENTER** for the procurement of one (1) lot procurement of diesel fuel, change oil and other related products/services for the period January 2, 2024 to December 31, 2024;

2. Process the payment in accordance with the applicable existing accounting and auditing rules and regulations; and

3. Pay the **SUPPLIER** on a monthly basis upon receipt of billing statements with complete supporting documents based on the fuel price withdrawn for the day.

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required one (1) lot procurement of diesel fuel, change oil and other related products/services for the period January 2, 2024 to December 31, 2024 in the total amount of **Seven Hundred Twenty-Nine Thousand Three Hundred Pesos (Php 729,300.00)** as follows:

Breakdown:

Particulars	Quantity	Unit Price	Amount
<i>Fuel</i>	<i>1,000 liters x 12 months</i>	<i>55.55</i>	<i>666,600.00</i>
<i>Change Oil</i>	<i>15 motor vehicles</i>	<i>3,700.00</i>	<i>55,500.00</i>
<i>Scents</i>	<i>15 motor vehicles x 2 quarters</i>	<i>240.00</i>	<i>7,200.0</i>
2Total			729,300.00

List of Motor Vehicles

No.	Type of Vehicle	Plate Number
1	Toyota Hilux, White	P2M422
2	Toyota Innova	SJX-779
3	Toyota Hilux, Blue	P2M597
4	Toyota Innova	SLA-895
5	Toyota Hilux, White	P2N564
6	Toyota Fortuner	SLA-915
7	Toyota Innova	SKE-635
8	Isuzu D'Max	SLD-738
9	Toyota Hi Ace, Grandia	P2D246
10	Toyota Hi-Ace Commuter Van	SJH-951
11	Toyota Innova	SJJ-961

12	Toyota Innova	SKP-579
13	Toyota Innova	SLA-905
14	Toyota Innova	ZMR-520
15	Toyota Innova	SJX-769

2. Bill the **PCAF** for the supplied diesel fuel, change oil and other related products/services; and

3. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

C. GENERAL PROVISIONS

The parties shall mutually agree to perform, fulfill and abide with all the provisions and requirements and on all matters contained or could be reasonably inferred from the Contract.


D. AMENDMENTS


All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of APR 05 2024 2024 at Quezon City, Philippines.


**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF

MINDANAO AVENUE SERVICENTER
SUPPLIER


JULIETA E. OPUENCIA
OIC-Executive Director


LIBORIO C. PANGAN
Authorized Representative

SIGNED IN THE PRESENCE OF:


MARISA R. LO
OIC-Chief, Administrative, Financial and
Management Division



PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 729,300.

FUNDS AVAILABLE: ₱ 729,300.00

BS No. 02-101101 2024 04.

Control No. 101-24-04-095

[Signature]

JOSE REDENTOR H. BESENIO
OIC-Asst. Division Chief, AFMD &
Chief, Budget Section

[Signature]

MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

QUEZON CITY

Before me, Notary Public, for and in _____ this ____ day of
APR 05 2024 2024 appeared the following persons presenting to me their respective
identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC# 20-30902	Cainta, Rizal	October 2, 2020
LIBORIO PANGAN	PA160341B	DFA MANILA	MARCH 11, 2022

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

ATTY. RIZAL JOSE F. VALMORES

Notary Public for Quezon City

Adm. Matter No. 153 until Dec. 31, 2024

PTR No. 5091994D/01-02-2024/Q.C.

IBP No. 329024/12-15-2023/07-08-2023 Notary Public 28435.

MCLE No. VII-0030835/09-08-2023

Add: Room 201 Margarita Bldg. No. 28

Matallano St. cor. Masikap Ext. Central Dist. Q.C.

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