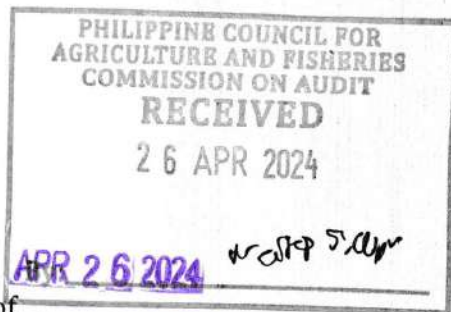


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this ____ day of _____ 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government attached agency 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**, herein referred to as the **PCAF**;

-and-

LBC EXPRESS INC., a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Lot 2 Teheran St. C5 Extension Rd. Amvel City, Moonwalk, Parañaque City, represented in this Act by its Account Executive, **MANELYN D. CIERVO**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of **One (1) Lot Private Courier Mailing Requirements for FY 2024 (March 1, 2024 to December 31, 2024)** through P.R. No. 24-01-031 dated January 26, 2024 and Request for Quotation (RFQ) was posted in PhilGEPS website and were sent to service providers;

WHEREAS, the **SUPPLIER** is engaged in the provision of courier mailing services and had submitted its quotation;

WHEREAS, after careful 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 April 1, 2024;

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

A. OBLIGATIONS OF PCAF

1. Allocated and disburse funds in the total amount of **Two Hundred Twenty-Two Thousand Eight Hundred Seventy-Four Pesos (Php 222,874.00)**, inclusive of government taxes, to **LBC EXPRESS, INC.** for the provision of **One (1) Lot Private Courier Mailing Requirements (March 1, 2024 to December 31, 2024)**; and
2. Pay the **SUPPLIER** after receipt of the billing statement.

B. OBLIGATIONS OF THE SUPPLIER

1. Provide the required courier mailing requirements for the period March 1, 2024 to December 31, 2024 for the total amount of **Two Hundred Twenty-Two Thousand Eight Hundred Seventy-Four Pesos (Php 222,874.00)** as follows:

Item/Description	Qty.	Size	Unit Cost	Total Cost
COURIER MAILING REQUIREMENTS FOR FY 2024	1 LOT			222,874.00
NCR	200	Small	77.33	15,466.00
	50	Medium	96.05	4,802.50
	50	Large	119.61	5,980.50
North Luzon	250	Small	108.74	27,185.00
	50	Medium	148.97	7,448.50
	50	Large	178.02	8,901.00
South Luzon	250	Small	108.74	27,185.00
	50	Medium	148.97	7,448.50
	50	Large	178.02	8,901.00
Visayas	300	Small	122.15	36,645.00
	50	Medium	159.68	7,984.00
	50	Large	189.63	9,481.50
Mindanao	300	Small	126.6	37,980.00
	50	Medium	159.68	7,984.00
	50	Large	189.63	9,481.50
Terms and Conditions:				
- Door to door delivery				
- Free pick-up, packaging, labeling of documents.				
- 2x/week pick-up or as the need arises				

2. Bill the PCAF monthly for the laundry services provided and provide the necessary payment details; and

Name of Bank/Branch	
Bank Account Name	
Bank Account Number	

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

C. LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

D. GENERAL PROVISIONS

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

E. AMENDMENTS

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


APR 26 2024

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

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF



JULIETA E. OPULENCIA
OIC-Executive Director

LBC EXPRESS, INC.
SUPPLIER


MANELYN D. CIERVO
Account Executive

SIGNED IN THE PRESENCE OF:


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


Ryan B. Bona

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 222,874
 BS NO.: 02-10101-2024-04-310

FUND AVAILABLE: ₱ 222,874
 CONTROL NO. 101-24-04-098

4/25/2024

CAROLYN O. TABANGCURA
 OIC-Chief, Budget Section

MARIA DIVINA P. GONZALES
 Chief, Accounting Section

ACKNOWLEDGEMENT

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

APR 26 2024

QUEZON CITY

BEFORE ME, NOTARY PUBLIC, for and in _____ this _____ day of _____ 2024
 appeared the following persons presenting to me their respective identification, to wit:

Affiant	Passport No./CTC No./PCAF ID No.	Issued at	Issued on
JULIETA E. OPULENCIA	SC#20-30902	Cainta, Rizal	October 2, 2020
MANELYN D. CIERVO	CRN-0111-5408995-0	Panapaque City	

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

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 Book No. Janx
 Series of 2024

Notary Public

ATTY. RIZAL JOSE P. VALMORES
 Notary Public for Quezon City
 Adm. Matter No. 153 until Dec. 31, 2024
 PTR No. 5091994D/01-02-2024/Q.C.
 PNP No. 329024/12-15-2023/Q.C./Roll No. 28435
 MCLE No. VII-0030835/09-08-2023
 Add: Room 201 Margarita Bldg. No. 28
 Matadine St, cor. Masikap Ext, Central Dist., Q.C.

PCAF-Contract-2024-015