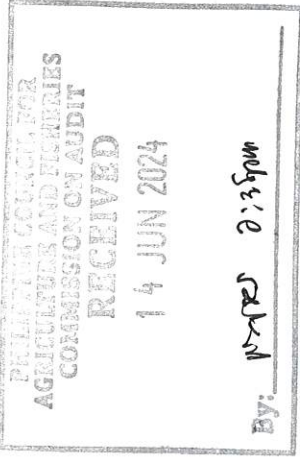


BAC COPY



CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this JUNE 14 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, 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-

CIRCLE TRANSPORT CORPORATION, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 149 G. Reyes St., Balong Bato, San Juan, Metro Manila, represented in this Act by its duly authorized representative, **EDNA C. MAMUYAC, OPERATIONS MANAGER**, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** has requested the procurement of **two (2) Deluxe Air-conditioned Tourist Rental Buses (for drop-off and pick-up) to provide the necessary ferrying assistance to the "2024 LUZON AFC STAKEHOLDER'S CONFERENCE", on June 18-21, 2024.** This request is supported by **Purchase Request No. 24-05-197.** The procurement opportunity was posted on the PhilGEPS website, and a Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED EIGHTY THOUSAND PESOS (Php 180,000.00)**;

WHEREAS, the **SUPPLIER** has represented and warranted itself as a capable, competent, and duly licensed provider of bus rental 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 Small Value Procurement as an alternative mode of procurement pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184;

WHEREAS, the Bids and Awards Committee (BAC) opened the bid on May 20, 2024, and the BAC-TWG conducted an ocular visit to determine compliance with specifications based on the Request for Quotation.

WHEREAS, after due evaluation by the BAC-TWG, the BAC declared the **SUPPLIER** 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 Number 2024-086** to the **SUPPLIER** on June 11, 2024;

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 two (2) Deluxe Air-conditioned Tourist Buses, each seating 49 passengers comfortably. These buses will have a 2x2 seating arrangement with reclining seats and will include onboard video entertainment, overhead and luggage compartments, seat covers, and a fire extinguisher for safety. The buses will be from 2018 or newer models.

Additionally, the service will include ferrying to and from the hotel for the Agri-benchmarking activity scheduled on June 20, 2024.

Section 2

CONTRACT PRICE

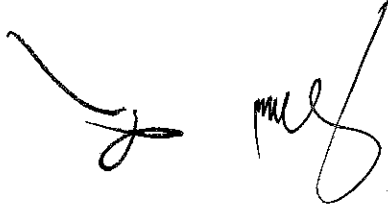
For and consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, the **PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **ONE HUNDRED SIXTY THOUSAND PESOS ONLY (Php 160,000.00) inclusive of all applicable government taxes and fees** for the whole trip.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required two (2) 49-seater Deluxe Air-conditioned Tourist Buses for **PCAF** on June 18-21, 2024, with bus models 2018 or newer.
2. Be responsible for all necessary permits, licenses, taxes and fees, etc. to all concerned regulatory agencies for the duration of the contract.
3. Provide and cover the following expenses:
 - Diesel fuel
 - Drivers and Conductors
 - Parking or Toll fees, if any
 - Passenger Accident Insurance Coverage while on board, aside from the regular PAMI insurance
4. Clean and disinfect the buses after each use.



5. Ensure that the bus units strictly comply with the specifications set forth in this contract. **PCAF** reserves the right to demand replacement units for any that do not meet these specifications.
6. Ensure that sufficient replacement units are available to handle any contingency, emergency repair, maintenance, accidents, or mechanical breakdowns.
7. 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.
8. 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.
9. The **SUPPLIER** shall exercise extraordinary diligence in the performance of its duties. Additionally, all services rendered under or pursuant to this contract shall adhere to the same high standards as those offered by comparable businesses with superior knowledge and skill operating under similar circumstances.
10. Issue an Official Receipt in the name of **PCAF** upon receipt of full payment.

Section 4

RESPONSIBILITIES OF PCAF

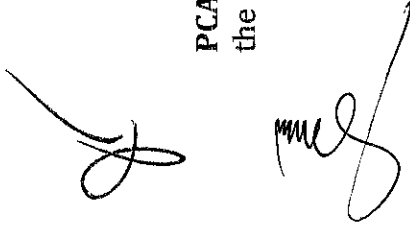
The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the required bus specifications on the day of the activity.
2. Pay the **SUPPLIER** for the rental of two (2) Deluxe Air-conditioned Tourist Buses after the trip and upon receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **ONE HUNDRED SIXTY THOUSAND PESOS (Php 160,000.00) inclusive of all applicable government taxes and fees** for the whole trip.
4. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with the law and policies set forth by the **SUPPLIER**.

Section 5

TERMS OF PAYMENT

PCAF is obligated to pay the **SUPPLIER** within thirty (30) days after the conclusion of the Luzon AFC Stakeholders Conference and upon receipt of the billing statement.



Section 6

DATE OF TRIP AND DESTINATION

- June 18, 2024 - PCAF Office, Diliman, Quezon City to Baguio City
- June 20, 2024 - Agri-benchmarking Activity in Baguio City
- June 21, 2024 - Baguio City to PCAF Office, Diliman, Quezon City

The service will include transportation to and from the hotel for the Agri-benchmarking activity scheduled for June 20, 2024.

Section 7

TERMINATION OF CONTRACT

PCAF reserves the right to terminate this Contract for any substantial breach committed by the **SUPPLIER** and such breach is not corrected within a reasonable time upon demand, as warranted by the circumstances.

Section 8

VENUE OF ACTION

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 9

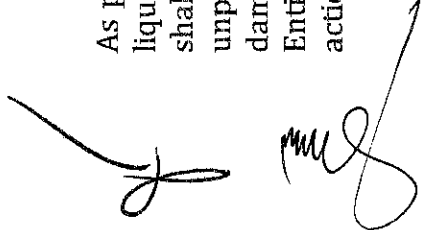
CAPACITY AND AUTHORIZATION

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.

Section 10

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 the contract, the Procuring Entity may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances.



Section 11

AMENDMENT

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

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

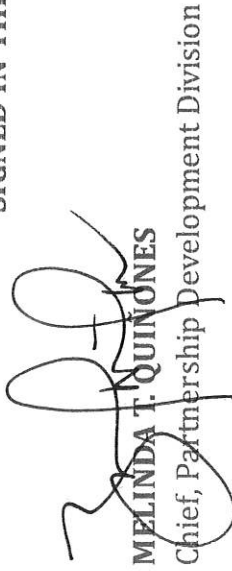
**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**
PCAF



JULIETA E. OPULENCIA
OIC-Executive Director

CIRCLE TRANSPORT CORPORATION
SUPPLIER


EDNA C. MAMUYAC
Operations Manager

SIGNED IN THE PRESENCE OF:

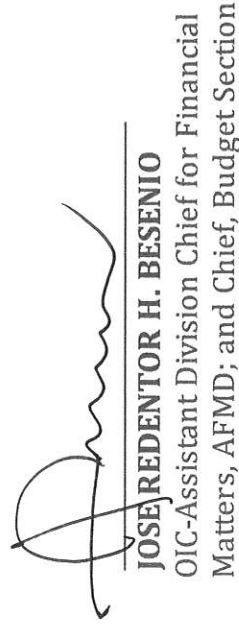

MELINDA T. QUINONES
Chief, Partnership Development Division


MARIA P. BERNABE

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 160,000 -
BS No. 02-102.01-2024-00-034

FUNDS AVAILABLE: 160,000.00
Control No. 101-24-00-11


JOSE REDENTOR H. BESENI0
OIC-Assistant Division Chief for Financial
Matters, AFMD; and Chief, Budget Section


MARIA DIVINA P. GONTALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

JUN 14 2024

QUEZON CITY

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

Affiant	ID	Issued at	Issued on
Julietta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Edna C. Mamuyac			

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

Notary Public

ATTY. RIZAL JOSEF VALMORES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024

ADM MATTER NO. 153
PTR NO. 5091994D 01-02-2024 / O.C.
IBP NO. 329024 / 12-15-2023 / Q.C.
ROLL NO. 28435
MCLE No. VII-0008500 / 05-07-2024
Add. Room 201 Margenta Bldg. No. 28
Matalino St. cor. Masikap Ext. Central Dist. Q.C.

Doc. No. 04
Page No. 02
Book No. 2024
Series of 2024

[Handwritten signatures]