

RECEIVED
12 JUL 2024

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

By: *Maced*

This Contract of Agreement made and entered into this JULY 12 2024 at Quezon City, Philippines by and between:

24081230

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-

IM-TRAVEL CORPORATION, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at A. Mabini St., Poblacion Zone 6, Baybay City, Leyte, represented in this Act by its duly authorized representative, MA ROCHELLE A. DIAZ, MANAGING DIRECTOR, hereinafter referred to as the SUPPLIER.

WITNESSETH

WHEREAS, the PCAF has requested the procurement of six (6) units of Air-conditioned Commuter Vans during the conduct of "Participatory Monitoring and Tracking Activity in Region VIII" scheduled for July 15 - 18, 2024. This request is supported by Purchase Request No. 24-06-293. The procurement opportunity was posted on the PhilCEPS website, and a Request for Quotation was emailed to at least three prospective suppliers/contractors with known qualifications.

WHEREAS, the Approved Budget for the Contract (ABC) is ONE HUNDRED NINETY - FOUR THOUSAND FOUR HUNDRED PESOS (Php 194,400.00):

WHEREAS, the SUPPLIER has represented and warranted itself as a capable, competent, and duly licensed provider of van 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 July 9, 2024 and evaluated the bid proposals;

WHEREAS, 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 2024-100 to the **SUPPLIER** on July 9, 2024;

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

Section 1

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SCOPE OF SERVICES

The **SUPPLIER** will provide six (6) units of Air-conditioned Commuter Vans, each seating 12 passengers comfortably. These vans will serve as transportation services for the whole duration of the event and will be assigned in Biliran, Eastern Samar, Leyte, Northern Samar, Samar, and Southern Leyte. In addition, **SUPPLIER** shall pay for and defray, at its own expense, the consumption of fuel, toll fees, government taxes, driver's fee and food and lodging.

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 NINETY - FOUR THOUSAND FOUR HUNDRED PESOS (Php 194,400.00)** 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 six (6) units of Air-conditioned Commuter Vans (at least 2016 model and up) for PCAF on July 15 - 18, 2024.
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/Gasoline fuel

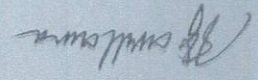
- Driver and associated fees
 - Parking or Toll fees, if any
 - Passenger Accident Insurance Coverage while on board, aside from the regular PAMI insurance
4. Clean and disinfect the vans after each use.
 5. Ensure that the van units strictly comply with the specifications set forth in this contract. **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 van specifications on the day of the activity.
2. Pay the **SUPPLIER** for the six (6) units of Air-conditioned Commuter Vans 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 NINETY - FOUR THOUSAND FOUR HUNDRED PESOS (Php 194,400.00)** inclusive of government taxes 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**.



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TERMS OF PAYMENT

PCAF is obligated to pay the **SUPPLIER** within thirty (30) days after the conclusion of the Participatory Monitoring and Tracking Activity in Region VIII and upon receipt of the billing statement.

Section 6

DATE OF TRIP AND DESTINATION

July 15 - 18, 2024

Biliran, Eastern Samar, Leyte, Northern Samar, Samar, and Southern Leyte

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

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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 ~~RA~~ 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 JUL 12 2024 at Quezon City, Philippines.

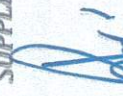
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**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

PCAF


JULIANA E. OFUENCIO
OIC-Executive Director


IM-TRAVEL CORPORATION
SUPPLIER


MA. ROCHELLE A. DIAZ
Managing Director

SIGNED IN THE PRESENCE OF:



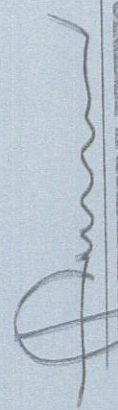
FLORELIZ P. AVELANA
Chief, PMKMD

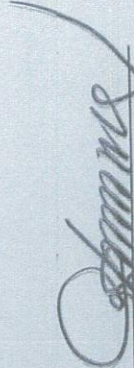

HARRIET ANN A. ALFONSO
Sales Executive
IM-TRAVEL CORPORATION

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱194,400-
ES No. 02-10119-2024-07-

FUNDS AVAILABLE: ₱194,400
Control No. 101-24-07-174


JOSEPH MENDONZA H. BESENDO
OIC-Assistant Division Chief for Financial
Matters, AFMD, and Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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



JUL 12 2024
this day of

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

Affiant	ID	Issued at	Issued on
Julietta E. Opalencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Ma. Rochelle A. Diaz	Driver's License H02-18-001258	Tacloban City, Leyte	July 23, 2022

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Series of 2024

WITNESS MY HAND AND SEAL, on the date and place above written. **24081230**

Notary Public



ATTY. MANNY V. GRANGOSA
NOTARY PUBLIC
COMMISSION NO. 029 UNTIL DEC. 31, 2024 O.G.
DPOS BLDG. GRD. FLR. QUEZON CITY HALL
IBP NO. 388703 / 12-28-23 / QUEZON CITY
PTR NO. 5426107 / 01-02-24 / QUEZON CITY
HALL OF ATTORNEYS NO. 56870
HOLE NO. VII-0226588 UMBELI 04/14/25
TIN NO. 243-655-918