

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this JUN 18 2024 day of JUN 18 2024 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-

MAYNILAD TOURS AND EDUCATIONAL SERVICES, INC., a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Blk. 113 Lot 25, Mindanao Avenue Extension, Neopolitan Villa Vienna I, Brgy. Greater Lagro, Quezon City, represented in this Act by its duly authorized representative, **ERLINDA F. VILLANUEVA, OFFICE MANAGER**, hereinafter referred to as the **SUPPLIER**.



WITNESSETH

WHEREAS, the **PCAF** has requested the procurement of one (1) 49-Seater Air-conditioned Tourist Rental Bus (for drop-off and pick-up) to provide the necessary ferrying assistance to the **"2024 National Agricultural and Fisheries Mechanization Summit"**, scheduled for June 18-22, 2024. This request is supported by **Purchase Request No. 24-05-247**. 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.

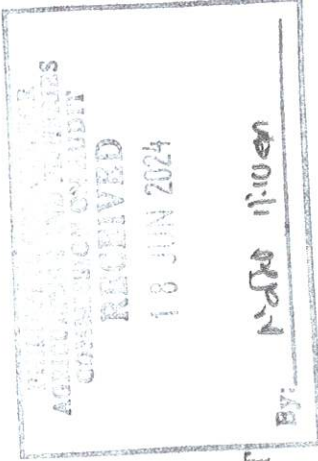
WHEREAS, the Approved Budget for the Contract (ABC) is **FIFTY THOUSAND PESOS (Php 50,000.00)**;

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 opening of bid was undertaken on June 10, 2024, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single 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 2024-083** to the **SUPPLIER** on June 10, 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 one (1) Air-conditioned Tourist Bus, seating 49 passengers comfortably. The bus 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 bus will be from 2018 or newer models.

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 **FORTY-SIX THOUSAND THREE HUNDRED SIXTY-EIGHT PESOS (Php46,368.00) 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 one (1) 49-seater Air-conditioned Tourist Bus for **PCAF** on June 18-22, 2024, with bus model 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 for the following:
 - Diesel fuel
 - Driver's 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 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. Ensure that all the services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of superior knowledge and skill engaged in similar services under analogous circumstances; and
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 bus specifications on the day of the activity.
2. Pay the **SUPPLIER** for the one (1) unit of Air-conditioned Tourist Bus after the trip and receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **FORTY-SIX THOUSAND THREE HUNDRED SIXTY-EIGHT PESOS (Php46,368.00) 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**.

Section 5

TERMS OF PAYMENT

PCAF is obligated to pay the **SUPPLIER** within thirty (30) days after the conclusion of the **2024 National Agricultural and Fisheries Mechanization Summit** and upon receipt of the billing statement.

Section 6

INCLUSION IN THE SERVICES

The **SUPPLIER** shall provide for the following:

Date of Trip and Destination

1. June 18, 2024 - PCAF Office, Diliman, Quezon City to Batangas
2. June 22, 2024 - Batangas to PCAF Office, Diliman, Quezon City

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.

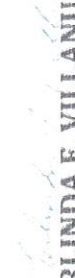
JUN 18 2024

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

**MAYNILAD TOURS AND EDUCATIONAL
SERVICES, INC.**
SUPPLIER


ERLINDA F. VILLANUEVA
Office Manager

SIGNED IN THE PRESENCE OF:


ENGR. FRANCISCA M. MACALINTAL
Chief, Policy Development
and Coordination Division


GERLYN O. COLOMA
Sales Assistant

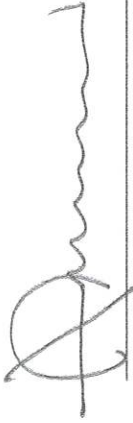
PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 46,368.-

BS No. 02-10101-2024-06-

FUNDS AVAILABLE: 46,368

Control No. 101-24-00-NT



JOSE REDENTOR H. BESEÑO
OIC-Assistant Division, AFMD
and Chief, Budget Section



MARIA DIVINA P. GONZALES
Chief, Accounting Section



ACKNOWLEDGEMENT

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

JUN 18 2024

Before me, Notary Public, for and QUEZON CITY 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
Erlinda F. Villanueva			

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

Notary Public

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Page No. 1
Book No. XIII
Series of 2024

ATTY. CONCEPCION P. MELANZA
Notary Public for Quezon City
Under the aegis of the 2010
PTR No. 88-000007-00000000-0
ISP No. 201007/00000000-0000
Rol. No. 2017/05403-9997
MCLE No. 00000000/09/21/2021
Aum. Mater. No. NP-021 (2024-2025)