

By: \_\_\_\_\_

(Signature)

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this JULY 01 day of JULY 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 & EDUCATIONAL SERVICES, INC.**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at Blk 113, L25, Mindanao Ave. Ext., Villa Vienna, Neopolitan Quezon City, represented in this Act by its **Officer Manager, ERLINDA F. VILLANUEVA**, hereinafter referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS**, the **PCAF** has requested the procurement of one (1) unit Air-conditioned Tourist Buses (for drop-off and pick-up) to provide the necessary ferrying assistance to the **"NATIONAL ONION INDUSTRY STAKEHOLDERS' SUMMIT,"** scheduled for July 2-5, 2024. This request is supported by **Purchase Request No. 24-05-220**. The procurement opportunity was posted on the PhilGEPS website, and a Request for Quotation was emailed to five (5) prospective suppliers/contractors with known qualifications.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (Php 77,280.00);**

**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) endorsed the quotations and proposal submitted by the three (3) lowest bidders on 04 June 2024 to the BAC-TWG for evaluation;

**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 2024-096** to the **SUPPLIER** on June 28, 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, 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.

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 **SEVENTY - SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (Php 77,280.00), 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 July 02-05, 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
  - Parking or Toll fees, if any
  - P50,000/person add-on accident insurance, 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 upon the receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY PESOS (Php 77,280.00)**, 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 Joint PCAF, NSC and AFC First Semester Performance Review and Planning Workshop 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. July 02, 2024 - PCAF Office, Diliman, Quezon City to Dagupan City, Pangasinan
2. July 05, 2024 - Dagupan City, Pangasinan 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.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this JUL 01 2024 day of \_\_\_\_\_ 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

  
**JULIETA L. OPULENCIA**  
OIC-Executive Director

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

  
**ERLINDA F. VILLANUEVA**  
Office Manager


**SIGNED IN THE PRESENCE OF:**

  
**ENGR. FRANCIA M. MACALINTAL**  
Chief, Policy Development and  
Coordination Division

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** 77,280  
**BS No.** 62-191101-2624-07-

**FUNDS AVAILABLE:** 977,78  
**Control No.** 10-24-D-10

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

  
**MARIA DIVINA T. GONZALES**  
Chief, Accounting Section



**ACKNOWLEDGEMENT**

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

Before me, Notary Public, for and in QUEZON CITY JUL 11 2024 day of  
2024 appeared the following persons presenting to me their respective  
identifications, to wit:

Affiant	ID	Issued at	Issued on
Julietta E. Opulencia	Senior Citizen No. 20-30902	Cainta, Rizal	October 2, 2020
Erlinda F. Villanueva	Senior Citizen No. 05242-C	Quezon City	February 12, 2013

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

Doc. No. 180  
Page No. 1/1  
Book No. 111  
Series of 2024

Notary Public

**ATTY. CONCEPCION E. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2025  
PTR No. 5566763 / January 4, 2024 Q.C.  
IBP No. 398809 / Jan. 04, 2024 / Q.C.  
Roll No. 30457 / Jan-18-1980  
MCLE VII-0006996 / 19/20/2021  
Adm. Matter No. NP-021 (2024-2025)