

**CONTRACT OF AGREEMENT**

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
COMMISSION ON AUDIT

RECEIVED

13 AUG 2024

**KNOW ALL MEN BY THESE PRESENT:**

09 AUG 2024

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 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-

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The **SAFE TRAVELS TRANSPORT COOPERATIVE**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Flores Village, Bangkal, Davao City, Davao del Sur, represented in this Act by its duly authorized representative, **CHRISTIE THERESE F. LUY, CHAIRMAN** hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

**WHEREAS**, the **PCAF** has requested the procurement of **five (5) units of Van Rental during the conduct of "Participatory Monitoring and Tracking Activity in Region XI - Davao Region" scheduled on August 12-15, 2024**. This request is supported by **Purchase Request No. 24-07-301**. The procurement opportunity was posted on the PhilGEPS 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 SEVENTY THOUSAND PESOS (Php 170,000.00)**;

**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 15, 2024 and endorsed the evaluation of the bid proposal/quotation to BAC TWG;

**WHEREAS**, the BAC declared the **SUPPLIER** as the Lowest Calculated and Responsive Quotation during the BAC meeting on July 18, 2024; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the **Notice of Award Number 2024-113** to the **SUPPLIER** on July 22, 2024;

PCAF-Contract-2024- 042

*J. J. Omlan*

*[Handwritten signature]*

*[Handwritten signature]*

**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 five (5) 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 Davao de Oro, Davao del Norte, Davao del Sur, Davao Occidental, and Davao Oriental. 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**

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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 FIFTY - THREE THOUSAND PESOS (Php 153,000.00) inclusive of all applicable government taxes and fees** for the whole trip.

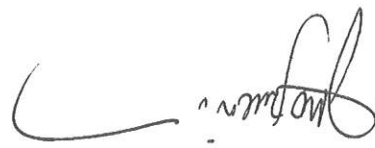
  


Section 3

**RESPONSIBILITIES OF THE SUPPLIER**

The **SUPPLIER** shall:

1. Provide the required five (5) units of Air-conditioned Commuter Vans (at least 2016 model and up) for **PCAF** on August 12-15, 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**

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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 five (5) units of Air-conditioned Commuter Vans after the trip and upon receipt of the billing statement. 24091440
3. Agree that it shall be charged or billed the total amount of **ONE HUNDRED FIFTY - THREE THOUSAND PESOS (Php 153,000.00) 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 Participatory Monitoring and Tracking Activity in Region XI and upon receipt of the billing statement.

Section 6

**DATE OF TRIP AND DESTINATION**

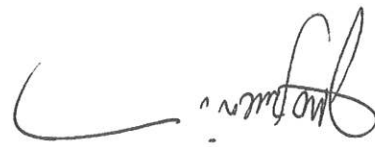
August 12-15, 2024

Davao de Oro, Davao del Norte, Davao del Sur, Davao Occidental, and Davao Oriental

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.

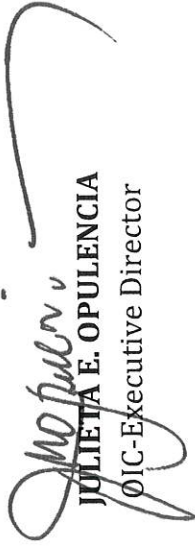
Section 11

**AMENDMENT 24091440**

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 09 AUG 2024 day of \_\_\_\_\_ 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF


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

**SAFE TRAVELS TRANSPORT COOPERATIVE**  
SUPPLIER

  
**CHRISTIE THERESE F. LUY**  
Chairman

**SIGNED IN THE PRESENCE OF:**

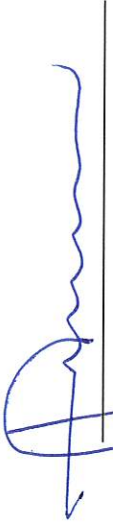
  
**FLORELIZ P. AVELLANA**  
Chief, PMKMD

  
**GLENN PAUL YEE**  
Board of Director

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: 153,000

BS No. 02-101101-2024-08 - 446



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

FUNDS AVAILABLE: 13,000

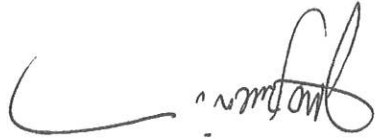
Control No. 10124-08-208



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

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**ACKNOWLEDGEMENT**

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

**QUEZON CITY**

Before me, Notary Public, for and in 09 AUG 2024 this 09 day of 2024  
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
Christie Therese F. Luy	TIN 254-607-912	Cebu City, Cebu	

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

**24091440**

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Book No. 4  
Series of 2024

 Notary Public

**ATTY. FELIZARDO M. IBARRA**  
NOTARY PUBLIC until December 31 2024  
ADMIN MATTER NO. NP 223 (2023) 2024  
ROLL No 80835  
PTR No 5372413 QUEZON CITY  
BP No 254793 12 28 22  
MCLE No VIII-0000973 04 14 25  
No 160 Quirino Highway Brgy Kaligayanan QC

