

CONTRACT OF AGREEMENT

COMMISSION ON AUDIT
RECEIVED
06 SEP 2024
By: Wanda Bids, Jr
2024 at

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 06 SEP 2024 day of September 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 ESTIMO VAN TRANSPORT, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Villarica 9410, Midsayap, North Cotabato, represented in this Act by its duly authorized representative, RONALD N. ESTIMO, PROPRIETOR 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 XII - SOCCSKSARGEN Region" scheduled on September 9-12, 2024. This request is supported by Purchase Request No. 24-07-303. 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;

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Received by: _____
Date: _____

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; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the SUPPLIER;

WHEREAS, PCAF issued the Notice of Award Number 2024-114 to the SUPPLIER on July 22, 2024;

PCAF-Contract-2024-045-A

Estimo

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 General Santos City, North Cotabato (Cotabato), Sarangani, South Cotabato and Sultan Kudarat. 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

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CONTRACT PRICE

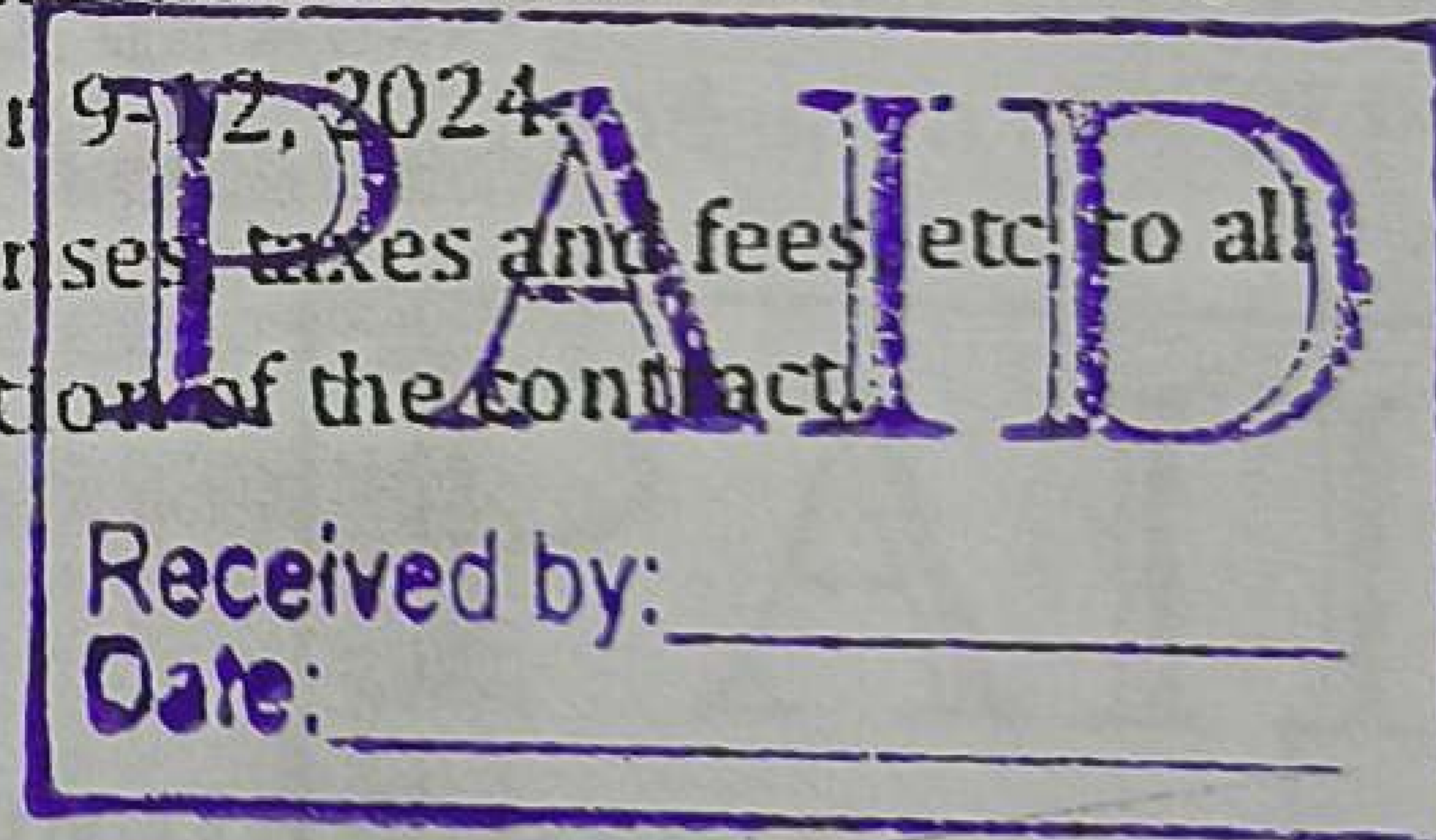
For and consideration of the SERVICES to be undertaken by the SUPPLIER, the PCAF shall pay the SUPPLIER in Philippine Currency in accordance with the Contract the total amount of ONE HUNDRED SIXTY - EIGHT THOUSAND PESOS (Php 168,000.00) inclusive of all applicable government taxes and fees for the whole 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 September 9-12, 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.



Handwritten signature and the number 24091473.

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:

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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.
3. Agree that it shall be charged or billed the total amount of **ONE HUNDRED SIXTY - EIGHT THOUSAND PESOS (Php 168,000.00)** 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 XII and upon receipt of the billing statement.

Section 6

DATE OF TRIP AND DESTINATION:

September 9-12, 2024

General Santos City, North Cotabato (Cotabato), Sarangani, South Cotabato and Sultan Kudarat



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.

[Handwritten signature]

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

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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

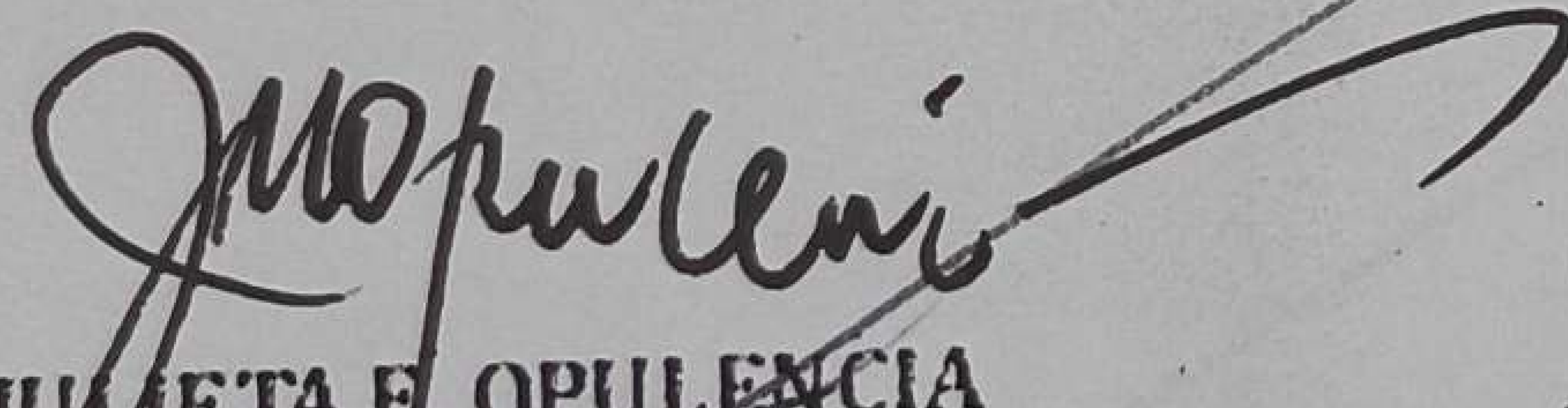
All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed upon by both parties in writing.

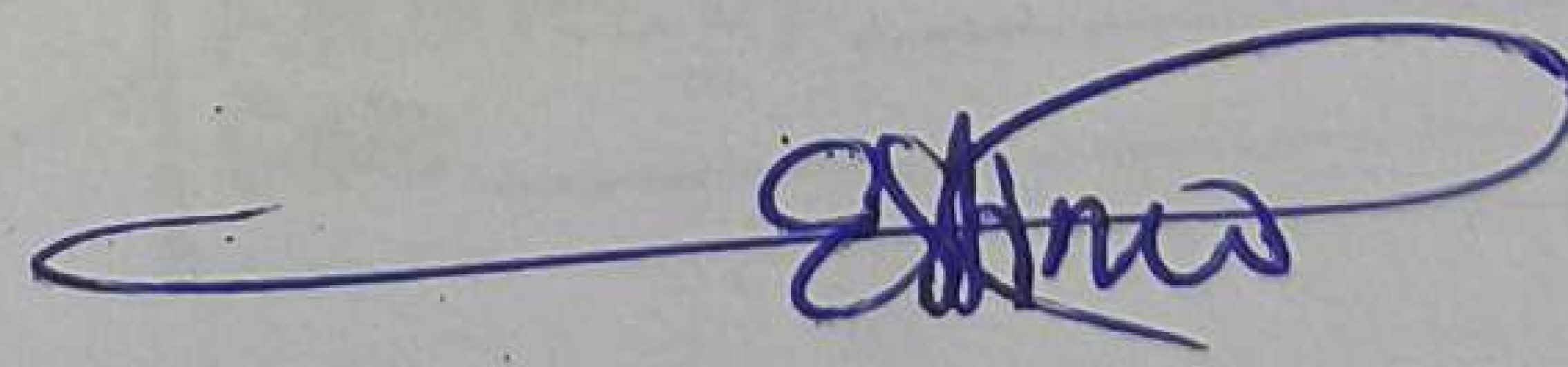
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____ 2024 at Quezon City, Philippines.

106 SEP 2024

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

PAID
Received by: _____
Date: _____
ESTIMO VAN TRANSPORT
SUPPLIER


JULIETA E. OPUENCIA
OIC-Executive Director


RONALD N. ESTIMO
Proprietor

SIGNED IN THE PRESENCE OF:

Catherine A. Viray
CATHERINE A. VIRAY
Assistant Division Chief, PMKMD

Jake Galego
JAKE GALEGO
Driver

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 168,000 -
BS No. 021011012024-09-001091

Jose Redentor H. Besenio

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

FUNDS AVAILABLE: _____

Control No. _____

Maria Divina P. Gonzales

MARIA DIVINA P. GONZALES
Chief, Accounting Section

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← SIC

Estina
[Signature]

PAID
Received by: _____
Date: _____

ACKNOWLEDGEMENT

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

06 SEP 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:

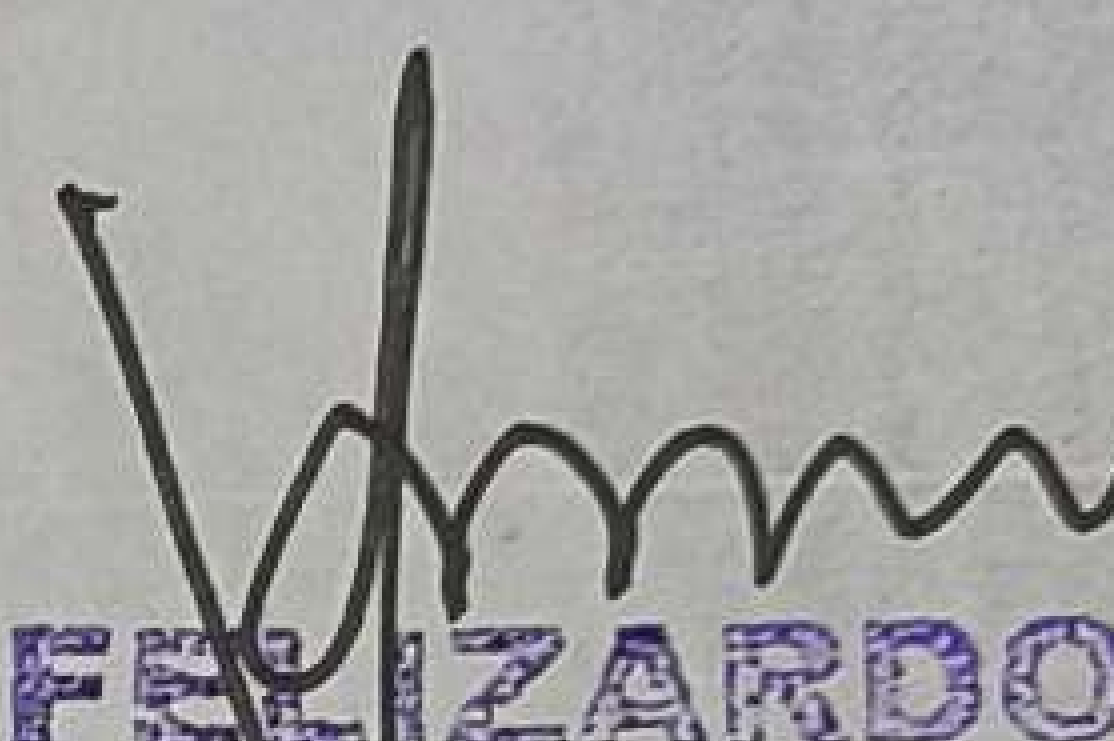
Affiant	ID	Issued at	Issued on
Julieta E. Opulencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Ronald N. Estimo	LTO MOI 96-048822	Koronadal City, South Cotabato	July 24, 2024

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

24091473

Notary Public

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Book No. 11
Series of 2024


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 Kaligayahan QC

