

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 06 MAY 2025 day of            2025 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 Executive Director, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

**ISLAND DRAGON TRANSPORT AND TRAVEL SERVICES, INC.**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 65F Baagtas St. Parang, Marikina, represented in this Act by its duly authorized representative, **YASMIN EDNILAG**, Corporate Secretary, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

**WHEREAS**, **PCAF** requested the procurement of **one (1) unit of Air-conditioned Tourist Rental Bus for the Conduct of Conduct of PCAF Strategic Planning Workshop on May 7-9, 2025 in Cavite** with approved PR No. 25-04-166 and Request for Quotation was emailed to three (3) prospective suppliers/contractors with known qualifications.

**WHEREAS**, the Approved Budget for the Contract is **FIFTY FIVE THOUSAND PESOS ONLY (Php 55,000.00)**;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as capable, competent and duly licensed provider of meals and accommodation services under the terms and conditions hereinafter set forth;

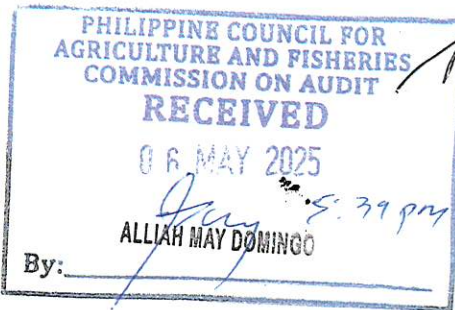
**WHEREAS**, **PCAF** has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Negotiated Procurement under Small Value Procurement as an alternative mode of procurement pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184;

**WHEREAS**, the opening of bid was undertaken on April 28, 2025, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared 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 to the **SUPPLIER** on April 28, 2025;

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

PCAF-Contract-2025- 028



## Section 1 SCOPE OF SERVICES

The **SUPPLIER** shall provide **PCAF** with one (1) Air-conditioned Tourist Rental Bus for the Conduct of Conduct of PCAF Strategic Planning Workshop on May 7-9, 2025 in Cavite. This shall serve as transportation for a total of **FIFTY SEVEN (57) Participants** for the entire duration of the activity.

The **SUPPLIER** shall bear all expenses related to fuel consumption, toll fees, government taxes, driver's fees, as well as food and lodging.

## Section 2 CONTRACT PRICE

For and in consideration of the SERVICES to be undertaken by the **SUPPLIER**, **PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **FIFTY THOUSAND PESOS ONLY (Php 50,000.00)** inclusive of all applicable government taxes and fees for the whole duration of the event.

## Section 3 RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required one (1) unit of Air-conditioned Tourist Rental Bus for the Strategic Planning Workshop on May 7-9, 2025;
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 specifications on the day of the activity.
2. Pay the **SUPPLIER** for one (1) unit of Air-conditioned Tourist Rental Bus after the trip and upon receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **FIFTY THOUSAND PESOS ONLY (Php 50,000.00) inclusive of all applicable government taxes and fees** for the whole trip;
4. Exercise strict discipline and ensure that its personnel are closely supervised and managed in accordance with law and policies set forth by the **SUPPLIER**.

#### Section 5 TERMS OF PAYMENT

The total contract price for the transportation services is **FIFTY THOUSAND PESOS ONLY (Php 50,000.00)**, inclusive of all applicable government taxes and fees for the whole duration of the event, shall be paid after the conclusion of the event and upon the receipt of the billing statement.

#### Section 6 INCLUSION IN THE SERVICES

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

- **Date of Trip and Destination**
  - May 7, 2025 - PCAF Office, Diliman, Quezon City to Cavite
  - May 9, 2025 - Cavite to PCAF Office, Quezon City
- **Inclusions**
  - 49-Seater Air-conditioned Tourist Bus with TV, DVD, movie player, microphone, cooler, overhead & luggage compartment, seat cover, seat belt and fire extinguisher
  - includes fuel, driver's fees/meals, taxes, toll fees and with a P100,000/person add-on accident insurance, aside from the regular PAMI insurance
  - vehicle year and model (2018 and up)

**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**  
**FORCE MAJEURE**

Neither party shall be held liable for any failure or delay in the performance of any of its obligations due to force majeure events, such as acts of God, fires, earthquakes, natural disasters, war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

**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 contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

The amount of liquidated damages shall be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

**Section 11**  
**OTHER CONDITIONS OF THE CONTRACT**

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. The **SUPPLIER** shall exercise utmost diligence in the performance of its duties.
- c. In case of damage or loss to the property of the participants of **PCAF** caused by negligence of the **SUPPLIER's** personnel or employee, the **SUPPLIER** shall be liable for the damages.

*[Signature]*

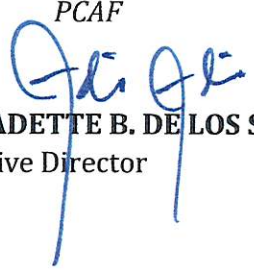
- d. Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.
- e. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

PCAF

BERNADETTE B. DE LOS SANTOS  
Executive Director



ISLAND DRAGON TRANSPORT AND TRAVEL SERVICES, INC.

SUPPLIER

YASMIN ED MILAG  
Corporate Secretary



SIGNED IN THE PRESENCE OF:



FLORELIZ P. AVELLANA  
Chief, Planning, Monitoring & Knowledge Management Division

\_\_\_\_\_

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱50,000.-  
BS No. 02101102025-05-0410

FUNDS AVAILABLE: ₱0.00  
Control No. 105-05-0106

JOSE REDENTOR H. BESENIO  
Budget Section



MARIA DIVINA P. GONZALES Chief,  
Chief, Accounting Section



ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in QUEZON CITY this 06 MAY 2025 day of 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
Bernadette De Los Santos	5407-3824-6983-6058	Baao, Camarines Sur	May 3, 2023
Yasmin Ednilag	<u>P457 45063</u>	<u>DPA-Antipolo</u>	<u>23 JAN 2020</u>

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same person who executed the foregoing Contract of Agreement, consisting of 6 pages, including this page, and acknowledge to me that the same is their free and voluntary act and deed, as well as that of the agency/institution they respectively represent.

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

Notary Public

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Page No. VIII  
Book No. VIII  
Series of 2025

**ATTY. RUBEN M. AZAÑES, JR.**  
Notary Public  
COMMISSION NO. NP-098(2025-2026)  
VALID UNTIL DECEMBER 31, 2025  
2A 2F 3rd AVENUE BAGONG LIPUNAN NG CRAME QUEZON CITY  
IBP NO. REF. NO. 766519484998 - 11/10/24 CY-2025 QC  
PTR NO. 6989930-D 1/3/2025 QC.  
MCLE Compliance No. VII-0018605  
ATTORNEY'S ROLL NO. 46427