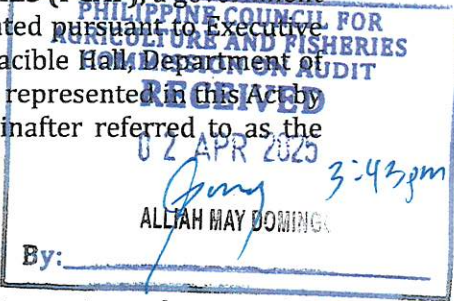


CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this MAR 31 2025 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 OIC - Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;



-and-

The **PALAWONDERFUL ADVENTURES TRAVEL AND TOURS**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 16 Carandang Street, Puerto Princesa City, represented in this Act by its duly authorized representative, General Manager, **EVALYN E. RACUYA** hereinafter referred to as the **SUPPLIER**.

WITNESSETH

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SIXTY-EIGHT THOUSAND PESOS ONLY (PhP68,000.00)**;

**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 March 28, 2025 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 March 28, 2025; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the **Notice of Award Number 2025-031** to the **SUPPLIER** on March 28, 2025;

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

Section 1

PCAF-Contract-2025-\_\_\_\_\_

*Jf arullama*

## SCOPE OF SERVICES

The **SUPPLIER** shall provide two (2) 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 Palawan A for covering the northern area and Palawan B which covers the southern area. 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

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 **SIXTY-FOUR THOUSAND PESOS ONLY (Php 64,000.00) 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 two (2) units of Air-conditioned Commuter Vans (at least 2019 model and up) for PCAF on April 1-4, 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 liable for any damage or loss of property, death, or injury caused by the fault or negligence of the **SUPPLIER's** employees or personnel during the term of this Contract
8. Hold **PCAF** free from any third-party liability arising from damage or loss of property, death, or injury to individuals caused by the fault or negligence of the **SUPPLIER's** employees or personnel for the entire duration of this 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 van specifications on the day of the activity.
2. Pay the **SUPPLIER** for the two (2) 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 **SIXTY-FOUR THOUSAND PESOS ONLY (Php 64,000.00) inclusive of all government taxes and fees** 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 4B and upon receipt of the billing statement.

#### Section 6

#### DATE OF TRIP AND DESTINATION

The trip shall take place on April 1-4, 2025, in the areas of Palawan A (Puerto Princesa City to Northern Area) and B (Puerto Princesa to Southern Area).

#### 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 21 day of MAR 2025 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF


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

**PALAWONDERFUL ADVENTURES  
TRAVEL AND TOURS**  
SUPPLIER

  
**EVALYN E. RACUYA**  
General Manager

**SIGNED IN THE PRESENCE OF:**

  
**FLORELIZ P. AVELLANA**

  
**(LIANA T. MACARAIG)**  
ADMINISTRATIVE ASSISTANT  
PALAWONDERFUL ADVENTURES TRAVEL & TOURS



PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱64,500.-  
BS No. 021011072025-04-0259

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

FUNDS AVAILABLE: 64.00  
Control No. 2025-04-0096

MARIA DIVINA P. GONZALES  
Chief, Accounting Section

ACKNOWLEDGEMENT

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

QUEZON CITY  
MAR 31 2025

Before me, Notary Public, for and in \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2025 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
Owner/ Representative	N0399265211	Puerto Princesa City	September 26, 2024

Both affiants, known to me and whom I have identified through competent evidence of identity, to be the same persons who executed the foregoing Contract Agreement, consisting of \_\_\_\_ ( ) pages, including this page, and acknowledged 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.

Doc. No. 150  
Page No. 3  
Book No. V/1  
Series of 2025

Notary Public  
ATTY. MANNY V. GRACIASIN  
NOTARY PUBLIC  
COMMISSION NO. 075 UNTIL DEC. 31, 2026 Q.C.  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 488431 / 12-27-24 / QUEZON CITY  
PTR NO. 7009427 / 01-02-25 / QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698 Until 04/14/25  
JIN NO. 243-085-918

PCAF-Contract-2025-\_\_\_\_\_

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