



CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 30th day of APRIL 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 III, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

RAF INTERNATIONAL FORWARDING (PHILS) INC., a company licensed to operate business under the Republic of the Philippines with principal office address at Bldg 2 Units 3 & 4 Oyster Industrial Complex NAIA Ave. Brgy. San Dionisio Parañaque City, represented in this Act by its Sales & Marketing Manager, **NANCY MERCEDES T. MARQUEZ**, hereinafter referred to as the **SUPPLIER**;

WITNESSETH

WHEREAS, the **PCAF** requested the procurement of **One (1) Lot Private Courier Services for FY 2025 (2nd Quarter to 4th Quarter)** through P.R. No. 25-03-134 dated March 20, 2025 and Request for Quotation (RFQ) was posted in PHILGEPS website and were sent to three (3) prospective suppliers with known qualifications;

WHEREAS, the **SUPPLIER** is engaged in the provision of courier services and had submitted its quotation;

WHEREAS, after careful evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Lowest Calculated and Responsive Bid, 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 March 28, 2025;

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** shall provide door-to-door delivery services, which include the pickup, transportation, and delivery of parcels and/or documents, as instructed by **PCAF**. The services shall also include free pickup, packaging, and labeling of documents, as may be reasonably required to ensure proper handling and delivery.

Section 2

SCHEDULE

Services shall be rendered twice a week for regular pick-up, or as the need arises, subject to mutual agreement between the **PCAF** and the **SUPPLIER**. Specific days and times for regular pick-ups shall be determined and agreed upon by both parties.

Section 3

COMPENSATION

The **PCAF** agrees to pay the **SUPPLIER** the total amount of **ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS (Php 199,752.00) inclusive of all taxes and fees.**

Section 4

OBLIGATIONS OF THE SUPPLIER

The **SUPPLIER** shall:

- 1. Provide the required courier services for the period FY 2025 (2nd Quarter to 4th Quarter) for the total amount of **ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS (Php 199,752.00) inclusive of all taxes and fees as follows:**

Item/Description	Qty	Size	Unit Cost	Total Cost
Private Courier Services for FY-2025 2nd quarter to 4th quarter	1 Lot			199,752.00
NCR	240	N-Pouch Regular (size limit: at least 6.5"x11"x1.75"; weight limit: 1 kilo)	84.00	20,160.00
	90	N-Pouch Extra Large (XL) (size limit: at least 9.25"x14"x1.75"; weight limit: 1 kilo)	100.80	9,072.00
	60	N-Pouch Super Size (SS) (size limit: at least 12"x18"x1.75"; weight limit: 3 kilos)	100.80	6,048.00
NORTH LUZON	240	N-Pouch Regular (size limit: at least 6.5"x11"x1.75"; weight limit: 1 kilo)	95.20	22,848.00
	90	N-Pouch Extra Large (XL) (size limit: at least 9.25"x14"x1.75"; weight limit: 1 kilo)	117.60	10,584.00
	60	N-Pouch Super Size (SS) (size limit: at least 12"x18"x1.75"; weight limit: 3 kilos)	117.60	7,056.00

SOUTH LUZON	240	N-Pouch Regular (size limit: at least 6.5"x11"x1.75"; weight limit: 1 kilo)	95.20	22,848.00
	90	N-Pouch Extra Large (XL) (size limit: at least 9.25"x14"x1.75"; weight limit: 1 kilo)	117.60	10,584.00
	60	N-Pouch Super Size (SS) (size limit: at least 12"x18"x1.75"; weight limit: 3 kilos)	117.60	7,056.00
VISAYAS	240	N-Pouch Regular (size limit: at least 6.5"x11"x1.75"; weight limit: 1 kilo)	95.20	22,848.00
	90	N-Pouch Extra Large (XL) (size limit: at least 9.25"x14"x1.75"; weight limit: 1 kilo)	123.20	11,088.00
	60	N-Pouch Super Size (SS) (size limit: at least 12"x18"x1.75"; weight limit: 3 kilos)	123.20	7,392.00
MINDANAO	240	N-Pouch Regular (size limit: at least 6.5"x11"x1.75"; weight limit: 1 kilo)	95.20	22,848.00
	90	N-Pouch Extra Large (XL) (size limit: at least 9.25"x14"x1.75"; weight limit: 1 kilo)	128.80	11,592.00
	60	N-Pouch Super Size (SS) (size limit: at least 12"x18"x1.75"; weight limit: 3 kilos)	128.80	7,728.00

2. Bill the **PCAF** monthly for the courier services provided and provide the necessary payment details;

Name of Bank/Branch	LANDBANK OF THE PHILIPPINES - CULAT BRANCH
Bank Account Name	RAF INTERNATIONAL FORWARDING PHILS INC.
Bank Account Number	1561-1026-58

- 3. Exercise utmost diligence in the handling and delivery of items;
- 4. Ensure the timely delivery in accordance with agreed schedules;
- 5. Maintain confidentiality of all information contained in the parcels/documents;
- 6. Acknowledge the receipt of payment by issuing the corresponding Official Receipt in the name of **PCAF**.

Section 5

OBLIGATIONS OF PCAF

The **PCAF** shall:

1. Allocated and disburse funds in the total amount of **ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS (Php 199,752.00), inclusive of government taxes**, to **RAF INTERNATIONAL FORWARDING (PHILS) INC.** for the provision of **One (1) Lot Private Courier Services for FY 2025 (2nd Quarter to 4th Quarter)**;
2. Provide accurate delivery instructions and complete recipient details;
3. Ensure that all items for delivery are properly packaged;
4. Pay the **SUPPLIER** upon receipt of the monthly billing statement.

Section 6

VENUE OF ACTION AND DISPUTE RESOLUTION

Any dispute arising from this Contract shall first be settled amicably. If no settlement is reached and litigation becomes necessary, the dispute shall be exclusively brought before the proper courts of Quezon City, Philippines.

Section 7

FORCE MAJEURE

The **SUPPLIER** shall be fully liable for any loss, damage, delay, or mishandling of items while in transit due to negligence, misconduct, or failure to exercise due diligence. The **SUPPLIER** agrees to reimburse the **PCAF** for the declared value of any lost or damaged item, or the full cost of replacement, whichever is higher, unless the loss or damage is proven to be caused by force majeure or circumstances beyond the **SUPPLIER'S** control.

In cases of delay not caused by force majeure, the **SUPPLIER** shall notify **PCAF** immediately and may be subject to a penalty per delayed delivery, at the discretion of the **PCAF**.

Section 8

TERM AND TERMINATION

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least ten (10) days before the intended termination date, unless otherwise provided in this Contract.

Section 9

LIQUIDATED DAMAGES

As provided in Section 68 of the revised IRR of R.A. No. 9184, the contractor/supplier shall be liable for liquidated damages in the event of a breach of contract.

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach **ten percent (10%)** of the contract value, the Procuring Entity may rescind or terminate the contract, without prejudice to other available remedies.

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 10

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.
- 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 III

RAF INTERNATIONAL
FORWARDING (PHILS) INC.
SUPPLIER


NANCY MERCEDES T. MARQUEZ
Sales & Marketing Manager

SIGNED IN THE PRESENCE OF:



CELSO R. MATEO, JR.
Chief, General Services Section



MARY GRACE S. ROSALES
Sales & Marketing Supervisor

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱199,752.-
BS No. 021011012625-65-0438



JOSE REDENTOR H. BESENIO
Chief, Budget Section

FUNDS AVAILABLE: ₱199,752
Control No. 2025-05-01-8



MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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

Before me, Notary Public, for and in PARANAQUE CITY, **MAY 02 2025** this ____ day of _____ 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
BERNADETTE B. DE LOS SANTOS	National ID 5907 - 7824 - 6983 - 6058	Bacoo, Cagayan Sur	May 3, 2023
NANCY MERCEDES T. MARQUEZ	Driver's License NOB-16-027411	PARANAQUE CITY	NOVEMBER 17, 2021

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 seven (7) pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed and of the agency/institution they respectively represent.

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

Doc. No. 65
Page No. 14
Book No. 1
Series of 2025

Notary Public
ATTY. JOSEF CEA MAGANDUGA
Notary Public for Paranaque City
Notary No. 122-2015 until 12/31/26
Bar No. 54338
IBP Membership No. 2025
PTR No. 3-824-5
MCLE Compliance No. VIII-0028189 until 4/14/28
JP Tusan Bldg. cor. San Vicente Ferrer,
Sta. Lucia St., San Antonio Valley 1, Paranaque City