

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 5th day of March 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 **RAVAZ VAN RENTAL**, a sole proprietorship licensed to operate business under the laws of the Republic of the Philippines, with principal office address at Camp 4, Camp 6, Kennon Road, Tuba Benguet represented in this Act by its Owner, **RICHARD A. LAWAGAN**, hereinafter referred to as the **SUPPLIER**;

### WITNESSETH:

**WHEREAS**, the **PCAF** has requested the procurement of three (3) units of **Air-conditioned Commuter Vans during the conduct of "Project Monitoring and Tracking in Region 3 (Central Luzon)" scheduled for March 10-13, 2025.** This request is supported by **Purchase Request No. 25-02-077.** 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 **NINETY THOUSAND PESOS (Php 90,000.00);**

**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 February 28, 2025, conducted an evaluation to determine compliance with specifications based on the Request for Quotation;

**WHEREAS**, The BAC declared the **SUPPLIER** as the Lowest Calculated and Responsive Quotation (LCRQ); thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the Notice of Award Number 2025-020 to the **SUPPLIER** on February 28, 2025;

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

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PCAF-Contract-2025- 009

### SCOPE OF SERVICES

The **SUPPLIER** shall provide **PCAF** with three (3) Air-conditioned Commuter Vans for the conduct of 'Project Monitoring and Tracking in Region 3 (Central Luzon)' on March 10-13, 2025. These vans shall serve as transportation for the entire duration of the activity and shall be assigned to Bataan, Zambales, and Aurora.

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

### 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 **EIGHTY-ONE THOUSAND SIX HUNDRED PESOS (Php81,600.00)** inclusive of all applicable government taxes and fees for the whole trip.

### RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required three (3) units of Air-conditioned Commuter Vans for **PCAF** on March 10-13, 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.

PCAF-Contract-2025- 009

### 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 three (3) 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 **EIGHTY-ONE THOUSAND SIX HUNDRED PESOS (Php81,600.00) 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**.

### TERMS OF PAYMENT

**PCAF** is obligated to pay the **SUPPLIER** within thirty (30) days after the conclusion of the Project Monitoring and Tracking in Region 3 (Central Luzon) and upon receipt of the billing statement.

### 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.

### 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.

### 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.

### 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.

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### 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 5th day of March 2025 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES


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

RAVAZ VAN RENTAL

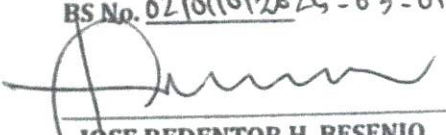
  
**RICHARD A. LAWAGAN**  
Owner

Signed in the presence of:

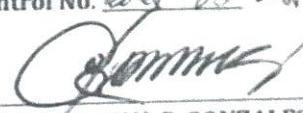
  
**FLORELIZ P. AVELLANA**  
Chief, PMKMD

  
**JOHNNY DUGAO**  
Brgy. Chairman  
Brgy. Camp 4, Tuba Benguet

ALLOTMENT AVAILABLE: ₱ 81,650.-  
BS No. 02/01/01/2025-03-0155

  
**JOSE REDENTOR H. BESENIO**  
OIC-Assistant Division Chief, AFMD  
& Chief, Budget Section

FUNDS AVAILABLE: ₱ 1,600.-  
Control No. 2025-03-0058

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

25030259

PCAF-Contract-2025- 009

# ACKNOWLEDGEMENT

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

**MAR 07 2025**

**QUEZON CITY**

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/ Passport No./ CTC No./TIN No.	Issued at	Issued on
JULIETA E. OPULENCIA	20-30902	Cainta, Rizal	Oct. 02, 2020
RICHARD A. LAWAGAN	236-752-359-000	Tuba Benguet	Feb. 10, 2021

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

Notary Public

Doc. No. 374  
Page No. 760  
Book No. 760  
Series of 2025

**ATTY. MANNY V. GRAGASIN**

NOTARY PUBLIC  
COMMISSION NO. 012-0000000-0000 DEC. 31, 2028 Q.C.  
DPOS BLDG. GRD. 2ND FLOOR QUEZON CITY HALL  
IBP NO. 488431 / 10-0000000-0000 QUEZON CITY  
PTR NO. 7009427 / 01-0000000-0000 QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698 Until 04/14/25  
TIN NO. 243-085-918

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