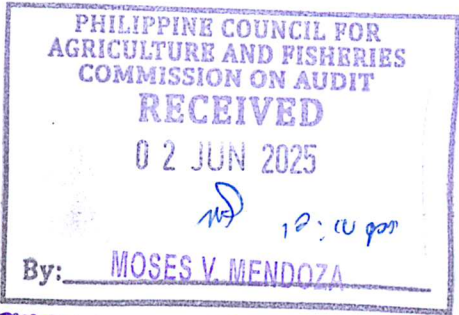


CONTRACT OF AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

02 JUN 2025

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

-and-

**MAYNILAD TOURS & EDUCATIONAL SERVICES INC.**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Block 113, Lot 25. Mindanao Ave., Villa Vienna, Brgy. Greater Lagro, Quezon City, represented in this Act by its Authorized Representative, **ERLINDA F. VILLANUEVA, Office Manager**, hereinafter called as the **SUPPLIER**;

WITNESSETH

**WHEREAS**, the **PCAF** has requested the procurement of one (1) unit Air-conditioned Tourist Bus (for drop-off and pick-up) to provide the necessary ferrying assistance to the **"2025 LUZON WIDE ORIENTATION FOR NEWLY RECRUITED MEMBERS AND OFFICERS OF PCAF CBs AND NEWLY DESIGNATED AFC SECRETARIAT COORDINATORS"** scheduled on June 3-5, 2025.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FIFTY THOUSAND PESOS (Php 50,000.00)**;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as a capable, competent, and duly licensed provider of bus 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 May 21, 2025, and the BAC-TWG conducted an ocular visit to determine compliance with specifications based on the Request for Quotation.

**WHEREAS**, after due evaluation by the BAC-TWG, 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 2025-059** to the **SUPPLIER** on May 21, 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** will provide **One (1) Air-conditioned Tourist Bus, seating 49 passengers comfortably**. The bus will have a 2x2 seating arrangement with reclining seats and will include onboard video entertainment, overhead and luggage compartments, seat covers, and a fire extinguisher for safety. The bus will be a 2018 or newer model.

Section 2  
**CONTRACT PRICE**

For and in 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 **FIFTY THOUSAND PESOS (Php 50,000.00) 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 **one (1) 49-seater Air-conditioned Tourist Bus** for **PCAF** on June 3-5, 2025, with bus model 2018 or newer.
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 fuel
  - Drivers
  - Parking or Toll fees, if any
  - P50,000/person add-on accident insurance, aside from the regular PAMI insurance
4. Clean and disinfect the bus after each use.
5. Ensure that the bus unit 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.
10. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.



Section 4  
**RESPONSIBILITIES OF PCAF**

The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the bus specifications on the day of the activity.
2. Pay the **SUPPLIER** for the rental of **one (1) unit of Air-conditioned Tourist Bus** within thirty (30) days after the conclusion of the entire trip and upon receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **FIFTY THOUSAND PESOS (Php 50,000.00) inclusive of government taxes** 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 (Php 50,000.00) inclusive of government taxes and fees**. Payment shall be made within thirty (30) days after the conclusion of the entire trip and upon receipt of the billing statement.

Section 6  
**DATE OF TRIP AND DESTINATION**

The trip shall commence on June 3, 2025, departing from the PCAF Office in Diliman, Quezon City to Clark, Pampanga. The return to the PCAF Office from Clark, Pampanga is scheduled for June 5, 2025.

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 extraordinary 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.

02 JUN 2025  
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

  
JULIETA E. OPUENCIA  
Deputy Executive Director III

MAYNILAD TOURS & EDUCATIONAL  
SERVICES INC.  
SUPPLIER

  
ERLINDA F. VILLANUEVA  
Office Manager

SIGNED IN THE PRESENCE OF:

  
CONCHITA S. DEL ROSARIO  
OIC Chief, Partnership Development Division

  
Gerlyn O. Coloma  
Sales Assistant

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 50,000.-  
BS No. 021011012025-05-0533

  
JOSE REDENTOR H. BESENIO  
Chief, Budget Section

FUNDS AVAILABLE: 50,000  
Control No. 2025-05-0117

  
MARIA DIVINA P. GONZALES  
Chief, Accounting Section



ACKNOWLEDGEMENT

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

02 JUN 2025

Before me, Notary Public, for and in QUEZON CITY 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	20-30902	Cainta, Rizal	October 2, 2020
Erlinda F. Villanueva	SC #5242	Quezon City	February 12, 2013

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 six (6) 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.

ATTY. RIZAL JOSE P. VALMORES  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2026  
ADM. MATTER NO. 003  
PTR NO. 7016197  
IBP NO. 472850 / 10-23-2024 / Q.C  
ROLL NO. 28435  
MCLE NO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Serrano Road, Barangay  
San Roque, Murphy Quezon City

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