

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 29th day of May 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 Deputy Executive Director III, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

J. Siccione
 The **MR7 CORPORATION**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 721 Topaz Lane Cristimar Village, Brgy. San Roque, Antipolo City Rizal, Region IV-A, Philippines represented in this Act by its duly authorized representative, **RED MARTIN C. SICCION**, President and General Manager, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED EIGHTY THOUSAND PESOS ONLY (PhP180,000.00)**;

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 April 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 May 6, 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 2025-051** to the **SUPPLIER** on May 6, 2025;

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

[Signature]

PCAF-Contract-2025- 036



[Signature]

Section 1

SCOPE OF SERVICES

The **SUPPLIER** shall provide Six (6) 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 Biliran and Leyte-A; Leyte-B; Southern Leyte; Samar, Northern Samar; and Eastern Samar. 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 **ONE HUNDRED SIXTY-TWO THOUSAND PESOS ONLY (Php 162,000.00) 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 six (6) of Air-conditioned Commuter Vans (at least 2019 model and up) for **PCAF** on June 2-5, 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.
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 six (6) 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 **ONE HUNDRED SIXTY-TWO THOUSAND PESOS ONLY (Php162,000.00) 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 8 and upon receipt of the billing statement.

Section 6

DATE OF TRIP AND DESTINATION

The trip shall take place on June 2-5, 2025, in the areas of Eastern Visayas Region and Points (Biliran and Leyte-A; Leyte-B; Southern Leyte; Samar; Northern Samar; and Eastern Samar).

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.

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. OPULENCIA
Deputy Executive Director III

MR7 CORPORATION
SUPPLIER


RED MARTIN C. SICCION
President/General Manager

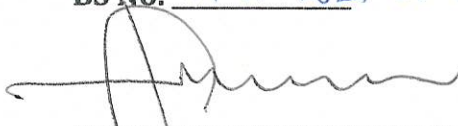
SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Chief, PMKMD


JESSA MAE T. CONTRERAS
Witness

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱162,000.-
BS No. 02101101 2025-05-0490


JOSE REDENTOR H. BESENIO
Chief, Budget Section

FUNDS AVAILABLE: 162,000.-
Control No. 2025-05-0113


MARIA DIVINA P. GONZALES
Chief, Accounting Section



ACKNOWLEDGEMENT

Republic of the Philippines)
MAKATI CITY) s.s.

Before me, Notary Public, for and in Makati City this 29th day of May 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
JULIETA E. OPULENCIA	SC ID 20-30902	Cainta Rizal	October 2, 2020
RED MARTIN CANLAS SICCION	N04-20-022895 (Driver's License)	Sampaloc Manila	Nov. 11, 2021

[Handwritten mark]

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. 432
Page No. 087
Book No. VIII
Series of 2025

Notary Public
ATTY. CESAR T. VERANO
NOTARY PUBLIC MAKATI CITY
APPOINTMENT NO. M-029
VALID UNTIL DECEMBER 31, 2025
ISSUED ON: DECEMBER 15, 2023
PTR NO. MKT 10465510 / 01-02-2015 / MAKATI CITY
IBP NO. 484720 ROLL NO. 29024
MCLE COMPLIANCE NO. VH-0023845
VALID UNTIL DECEMBER 31, 2025
OFFICE ADDRESS: #2733 G/F CARREON BLDG.
ZENaida ST., BRGY POBLACION MAKATI CITY

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