



CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Contract of Agreement made and entered into this 02 JUN 2025 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, **BERNADETTE B. DE LOS SANTOS**, hereinafter referred to as the **PCAF**;

-and-

The **REYBUGOY TRAVEL SERVICES**, a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Purok Makiangayon, Brgy. Lala, Pagadian City - Zamboanga Del Sur represented in this Act by its duly authorized representative, Owner, **REYNALDO S. DUMABOC** hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP120,000.00)**;

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 BAC declared the **SUPPLIER** as the Lowest Calculated and Responsive Quotation during the BAC meeting on April 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 2025-047 to the **SUPPLIER** on April 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

[Handwritten signature]

The **SUPPLIER** shall provide four (4) 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 Zamboanga del Sur, Zamboanga Sibugay, Zamboanga City, and Zamboanga del Norte. 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

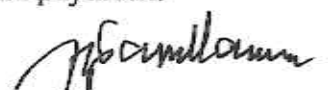
For and consideration of the **SERVICES** to be undertaken by the **SUPPLIER**, the **PCAF** shall pay the **SUPPLIER** in Philippine Currency in accordance with the Contract the total amount of **ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED PESOS ONLY (Php 113,600.00) inclusive of all applicable government taxes and fees** for the whole trip.

Section 3

RESPONSIBILITIES OF THE SUPPLIER

The **SUPPLIER** shall:

1. Provide the required four (4) of Air-conditioned Commuter Vans (at least 2019 model and up) for **PCAF** on June 16-19, 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 FOUR (4) 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 THIRTEEN THOUSAND SIX HUNDRED PESOS ONLY (Php113,600.00) 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 9 and upon receipt of the billing statement.

Section 6

DATE OF TRIP AND DESTINATION

The trip shall take place on June 16-19, 2025, in the areas of Zamboanga Peninsula Region and Points (Zamboanga del Sur, Zamboanga Sibugay, Zamboanga City and Zamboanga del Norte).

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 02 day of QUEZON CITY 2025 at Quezon City, Philippines.

PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

REYBUGOY TRAVEL SERVICES
SUPPLIER

BERNADETTE B. DE LOS SANTOS
Executive Director III

REYNALDO S. DUMABOC
Owner

SIGNED IN THE PRESENCE OF:


FLORELIZ P. AVELLANA
Chief, PMKMD

Witness

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱ 113,600.00
BS No. 02101012025-05-0991

FUNDS AVAILABLE: 113,600
Control No. 2025-05-07114


JOSE REDENTOR H. BESENIO

Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

ACKNOWLEDGEMENT

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


Before me, Notary Public, for and in _____ this 02 JUN 2025
2025 appeared the following persons presenting to me their respective
identifications, to wit:

Affiant	ID	Issued at	Issued on
Bernadette B. De Los Santos	407-3824-6983-6058 (SC ID)	Baao, Camarines Sur	May 3, 2023
Reynaldo S. Dumaboc	P8511372A (Passport ID)	DFA-Zamboanga	August 28, 2018

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.

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Page No. 48
Book No. 1
Series of 2025

Notary Public

ATTY. PAUL JERICK O. MALLARI
NOTARY PUBLIC FOR AND IN QUEZON CITY
Attn. Matter No. NP-298 (2024/2025) Until December 31, 2025
Roll of Attorneys No. 74996
PTR No. 7078184 / 01/06/2025 / Quezon City
IBP No. 488380 / 12/27/2024 / Pasig City
MCLE Compliance Certificate No. VIII-0008220 / Until April 14, 2028
2/Fir. OSEC Bldg. Department of Agriculture, Edipical Rd.,
Diliman, Quezon City

