

## CONTRACT OF AGREEMENT



### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 25th day of July 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-

**CIRCLE TRANSPORT CORPORATION** a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at 149 G. Reyes St., Balong Bato, San Juan, Metro Manila represented in this Act by its duly authorized representative, **Edna C. Mamuyac, Operations Manager**, hereinafter referred to as the **SUPPLIER**.

### WITNESSETH

**WHEREAS**, the **PCAF** has requested the procurement of **two (2) of Bus Rental** (for drop-off and pick-up) to provide ferrying assistance for the "**Conduct of National Agricultural Machinery Manufacturers, Distributors and Dealers Accreditation and Classification (NAMDAC) and Constructors' Performance Evaluation Systems (CPES) Mid-Year Performance Review**" scheduled for July 28 to August 1, 2025. This procurement is based on **Purchase Request No. 25-07-337**. The procurement opportunity was posted on the PhilGEPS website, and a Request for Quotation was sent via email to three (3) qualified 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 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 opening of bid was undertaken on July 21, 2025, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared 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 2025-092** to the **SUPPLIER** on July 25, 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 **two (2) forty-nine (49) seater Air-conditioned Tourist Bus** to serve as ferrying assistance for the "**Conduct of National Agricultural Machinery Manufacturers, Distributors and Dealers Accreditation and and Classification (NAMDAC) and Constructors' Performance Evaluation Systems (CPES) Mid-Year Performance Review**" scheduled for July 28 to August 1, 2025.

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 **SEVENTY-TWO THOUSAND PESOS (Php 72,000.00) inclusive of all applicable government taxes and fees** for the whole trip.

Section 3  
**RESPONSIBILITIES OF THE SUPPLIER**

The **SUPPLIER** shall:

1. Provide **two (2) forty-nine (49) seater Air-conditioned Tourist Bus to PCAF for July 28 to August 1, 2025**. The bus must be a 2016 model or newer, featuring a 2x2 seating arrangement with reclining seats. It shall also be equipped with onboard video entertainment, overhead and luggage compartments, seat covers, and a fire extinguisher to ensure passenger safety and comfort.
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 per person add-on accident insurance, aside from the regular PAMI insurance
4. Clean and disinfect the buses after each use.
5. Ensure that the bus 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.
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 Bus** after the trip and upon receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **SEVENTY-TWO THOUSAND PESOS (Php 72,000.00) inclusive of all applicable government taxes and fees** for the whole trip.
4. Exercise strict discipline and ensure that its personnel are closely supervised and managed in accordance with the law and policies set forth by the **SUPPLIER**.

Section 5  
**TERMS OF PAYMENT**

The total contract price for the transportation services is **SEVENTY-TWO THOUSAND PESOS (Php 72,000.00) inclusive of all applicable 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**

1. July 28, 2025 - PCAF Office, Diliman, Quezon City to Tanza, Cavite
2. July 30, 2025 - Tanza, Cavite to PCAF Office, Diliman, Quezon City
3. July 30, 2025 - PCAF Office, Diliman, Quezon City to Tanza, Cavite
4. August 1, 2025 - Tanza, Cavite to PCAF Office, Diliman, Quezon City

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**

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
2. The **SUPPLIER** shall exercise extraordinary diligence in the performance of its duties.
3. 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.
4. 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.
5. Should any provision of this Contract, or any part thereof, be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions, insofar as they are separable from the invalid ones, shall remain in full force and effect.
6. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.

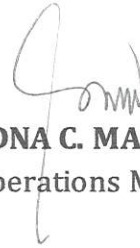
**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**  
PCAF

**CIRCLE TRANSPORT  
CORPORATION**  
SUPPLIER



**BERNADETTE B. DE LOS SANTOS**  
Executive Director III



**EDNA C. MAMUYAC**  
Operations Manager

**SIGNED IN THE PRESENCE OF:**



**SARAH L. BALES**  
Chief, Policy Development  
and Coordination Division

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

**ALLOTMENT AVAILABLE:** ₱72,000.-  
**BS No.** 021011012025-02-0286

**FUNDS AVAILABLE:** ₱72,000  
**Control No.** MS-08-0269



**EMILY D. PERALTA**  
010 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 Quezon City this \_\_\_\_ day of 25 JUL 2025 2025 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	ID	Issued at	Issued on
<b>Bernadette B. de los Santos</b>	National ID # 5407-3824-698 3-6058	Baao, Camarines Sur	May 3, 2023
<b>Edna C. Mamuyac</b>	Passport P5933355A	DFA NCR EAST	February 7, 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 seven (7) 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.

**Notary Public**

*Concepcion P. Villarena*  
**ATTY. CONCEPCION P. VILLARENA**  
 NOTARY PUBLIC FOR QUEZON CITY  
 ADM. MATTER NO. NP-021 (2024-2025)  
 UNTIL DECEMBER 31, 2025  
 ROLL NO. 30457 / 05-09-1980  
 IBP NO. 461667 / 10-29-2024  
 PTR NO. 6989624 / 01-02-25  
 MCLE NO. VII-0006994 / 09-21-2021  
 TIN NO.: 131-942-754

Doc. No. 18  
Page No. 10  
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Series of 2025