

**CONTRACT OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENT:**

This Contract of Agreement made and entered into this NOV 03 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-

*how primary*  
The **GENSAN BOOMING CITY TOURIST TRANSPORT COOPERATIVE** a registered cooperative duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at Door 6, RLII bldg., Brgy. Sinawal, General Santos City, South Cotabato represented in this Act by its duly authorized representative Ms. Claire Neniél, hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

*[Signature]*  
**WHEREAS**, the **SUPPLIER** shall provide two (2) units of Air-conditioned Commuter Van, with a seating capacity of 12 passengers comfortably. This van will provide transportation services throughout the duration of the event and will be assigned to General Santos City and Points. This request is supported by Purchase Request No. 25-10-445. The procurement opportunity was posted on the PCAF website, and a Request for Quotation was emailed to three (3) prospective suppliers with known qualifications;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **TWENTY THOUSAND PESOS ONLY (Php 20,000.00)**;

*[Signature]*  
**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;

*[Signature]*  
**WHEREAS**, **PCAF** has agreed to enter into a contract with the **SUPPLIER** for the engagement of its services through Small Value Procurement as a mode of procurement pursuant to Section 34 of the Implementing Rules and Regulations of the Republic Act No. 12009;

**WHEREAS**, the BAC declared the **SUPPLIER** as the Lowest Calculated and Responsive Quotation during the BAC meeting on October 28, 2025; thus, the BAC recommended to the HOPE to award the above-mentioned procurement to the **SUPPLIER**;

*[Signature]*  
**WHEREAS**, **PCAF** issued the **Notice of Award Number 2025-138** to the **SUPPLIER** on October 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**

The **SUPPLIER** shall provide two (2) units of Air-conditioned Commuter Van, with seating capacity of 12 passengers comfortably. These vans will serve as transportation services for the whole duration of the event and will be assigned to General Santos City and Points. 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 **TWENTY THOUSAND ONLY (Php20,000.00) 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 two (2) units of Air-conditioned Commuter Van (at least 2019 model or later) for **PCAF** on November 4-6, 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.

*Approved*

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 two (2) 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 **TWENTY THOUSAND PESOS ONLY (Php20,000.00) 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 law and the 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 Areawide Participatory Performance Review and Planning Workshop Cum PL-480 Project Assessment (F.Y. 2025) Activity in General Santos City and upon receipt of the billing statement.

#### Section 6

### DATE OF TRIP AND DESTINATION

The trip shall take place on November 4-6, 2025, in the area of General Santos City and Points.

#### 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

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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 71.1.4 of the Implementing Rules and Regulations of Republic Act No. 12009, Liquidated damages shall be imposed if any or all of the contracted Goods remain undelivered on the specified date, including the duly granted extensions.

When the supplier, manufacturer, or distributor fails to satisfactorily deliver the goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity. The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

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. The provisions of Republic Act No. 12009 and its Implementing Rules and Regulations shall have suppletory application to this Contract. In case of conflict, the said law and its IRR shall prevail.
7. 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 03 day of NOV 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**

**GENSAN BOOMING CITY  
TOURIST TRANSPORT COOPERATIVE**

*PCAF*

*SUPPLIER*

  
**BERNADETTE DE LOS SANTOS**  
Executive Director III

  
**CLAIRE NENIEL**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

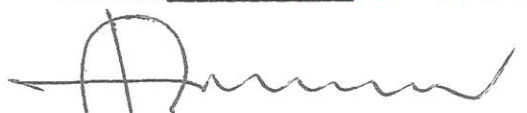
  
**BERNARD B. MASA**  
OIC - Asst. Chief, PMKMD

\_\_\_\_\_  
Witness

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

ALLOTMENT AVAILABLE: ₱ 20,500.-  
BS No. 021611772025-11-057

FUNDS AVAILABLE: ₱ 20,000.-  
Control No. 2025-11-0318

  
**JOSE REDENTOR H. BESENIO**  
Chief, Budget Section

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

**ACKNOWLEDGEMENT**

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

**QUEZON CITY**

**NOV 03 2025**

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	Issued at	Issued on
Bernadette B. De Los Santos	407-3824-6983-6058 (SC ID)	Baao, Camarines Sur	May 3, 2023
CLAIRE JILL B. NENIEL	12-6303-000-0005292 (PWD ID)	General Santos City	February 10, 2025

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(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 or institution they respectively represent.

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

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Page No. 7  
Book No. XIX  
Series of 2025

**Notary Public**  
**ATTY. MANNY V. GRAGASIN**  
 NOTARY PUBLIC  
 COMMISSION NO. 075 UNTIL DEC. 31, 2025 Q.C  
 OPOS BLDG. GRD. FLR. QUEZON CITY HALL  
 INP NO. 488431 / 12-27-24 / QUEZON CITY  
 PTR NO. 7009427 / 01-32-25 / QUEZON CITY  
 ROLL OF ATTORNEY'S NO. 56070  
 MCLE NO. VIII-0040298  
 TIN NO. 243-085-918

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Notary Public

[Signature]

[Signature]