

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Agreement made and entered into this 03 day of OCT 2025 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-

MARIA AVE RENT-A-CAR a registered corporation duly organized under Philippine laws and licensed to operate business in the Philippines, with principal office address at San Rafael Village, 9-A, Davao City represented in this Act by its duly authorized representative, **Avelino Montecalvo, Jr.**, Manager, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the **PCAF** has requested the procurement of **two (2) of Rental Vans** (for drop-off and pick-up) to provide ferrying assistance for the "**Conduct of Constructors' Performance Evaluation Systems (CPES) Seminar-Workshop cum Practicum**" scheduled for October 7-11, 2025. This procurement is based on **Purchase Request No. 25-09-414**. 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 **TWENTY THOUSAND PESOS (Php 20,000.00)**;

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 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 opening of bid was undertaken on **WHEREAS**, **PCAF** issued the **Notice of Award Number 2025-128** to the **SUPPLIER** on September 29, 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 2025-128** to the **SUPPLIER** on September 29, 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) twelve (12) seater Air-conditioned Vans** to serve as ferrying assistance for the "**Conduct of Constructors' Performance Evaluation Systems (CPES) Seminar-Workshop cum Practicum**" scheduled for October 7-11, 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 **NINETEEN THOUSAND EIGHT HUNDRED PESOS (Php 19,800.00) 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) twelve (12) seater Air-conditioned Vans to PCAF for October 7-11, 2025**. The vans must be a 2016 model or newer, seating arrangement with reclining seats. It shall also be equipped with 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
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 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 van specifications on the day of the activity.
2. Pay the **SUPPLIER** for the rental of **two (2) units of Air-conditioned vans** after the trip and upon receipt of the billing statement.
3. Agree that it shall be charged or billed the total amount of **NINETEEN THOUSAND EIGHT HUNDRED PESOS (Php 19,800.00) 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 **NINETEEN THOUSAND EIGHT HUNDRED PESOS (Php 19,800.00) 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. October 7, 2025 - Davao International Airport to The Pinnacle Hotel and Suites, Davao City
2. October 10, 2025 - The Pinnacle Hotel and Suites, Davao City to Tagum City
3. October 11, 2025 - TThe Pinnacle Hotel and Suites, Davao City to Davao International Airport

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 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 part of this contract, including any rights arising therefrom, may be transferred, assigned, or subcontracted to third parties without the prior written consent of **PCAF**.
8. No modification or amendment to this Contract shall be valid unless made in writing and duly signed by both parties.



10/06/2025
• for signature & approval

IN WITNESS WHEREOF, the parties have hereunto affixed
_____ 2025 at Quezon City, Philippines.

- Atty. Rubelo Lumadilla


PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES
PCAF

MARIA AVE
RENT-A-CAR
SUPPLIER


BERNADETTE B. DE LOS SANTOS
Executive Director III


AVELINO MONTECALVO, JR
Manager

SIGNED IN THE PRESENCE OF:



SARAH L. BALES
Chief, Policy Development
and Coordination Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: ₱19,200.-
BS No. 02101012025-10-1257

FUNDS AVAILABLE: ₱19,500.00
Control No. 2025-10-0291


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 Quezon City this 03 OCT 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	National ID # 5407-3824-698 3-6058	Baao, Camarines Sur	May 3, 2023
Avelino Montecalvo, Jr	DL-W02-95-109961	Davao City	

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.

Handwritten initials/signature on the left margin.

Notary Public

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Book No. Cx-11-B
Series of 2025

Signature of Atty. 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
ISP NO. 461667 / 10-29-2024
PTR NO. 6989624 / 01-02-25
MCLE NO. VII-0006994 / 09-21-2021
TIN NO.: 131-942-754

PCAF-Contract-2025-078

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