

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered by and between:

The **PHILIPPINE RICE RESEARCH INSTITUTE**, a government-owned and controlled corporation with original charter and with office address at Brgy. Maligaya, Science City of Muñoz, Nueva Ecija, herein represented by **DR. JOHN C. DE LEON**, Executive Director, hereinafter referred to as "**PhilRice**";

-and-

The **NOVO ECIJANO VAN TRANSPORT SERVICES COOPERATIVE**, with office address located at Cabanatuan City Nueva Ecija, a legitimate entity engaged in land transportation for the transport and carriage of passengers, goods and merchandise within any place in the Philippines, herein represented by **MR. DANILO A. MARQUEZ**, Chairman, hereinafter referred to as "**NOVO ECIJANO VAN TRANSPORT SERVICES COOPERATIVE**";

PhilRice and Novo Ecijano Van Transport Services Cooperative are hereinafter collectively referred to as "**Parties**".

-WITNESSETH-

Whereas, **PhilRice** in its enormous activities and its desirous intent to provide all out support for the employees and officers who are required to travel to conduct research, collect various data, implement various project activities, coordinate with other agencies, and represent PhilRice in various business meetings is in urgent need of additional transportation services through vehicle rental;

Whereas, the Novo Ecijano Van Transport Services Cooperative is ready, willing, able and has the capacity to efficiently perform the services as required and agrees to comply with PhilRice and government accounting and auditing rules;

NOW, THEREFORE, for and in consideration of the total amount not exceeding **NINE HUNDRED FIFTY THOUSAND PESOS (P950,000.00)** payable upon presentation of the bill, with accomplished trip tickets submitted to PhilRice, the Parties have agreed to the following terms and conditions:

1. Novo Ecijano Van Transport Services Cooperative shall deploy vehicles with driver and will render service to PhilRice as follows:



a. Vehicle age shall not be more than three (3) years with comprehensive insurance, with LTFRB or proof of applications and accident insurance coverage to passengers, complete with early warning device, spare tires and tools. Only vehicles with LTFRB franchise or application will be allowed to travel. A copy of the insurance policy shall be furnished immediately to PhilRice;

b. Vans should not be commuter type of seating; a 11-seater van with reclining seats is preferred;

c. Ferry and fetch from residence of PhilRice employees, contractors, consultants and guests as specified in their approved travel orders;

d. Board and lodging will be shouldered by Novo Ecijano Van Transport Services Cooperative for overnight travels. Further, toll fees and food of the driver, and other incidental expenses shall be borne by Novo Ecijano Van Transport Services Cooperative;

e. Drivers must be knowledgeable of various destinations and directions before the trip and must consult navigational tools when needed;

f. Drivers may bring alternate drivers who have been tested/accredited by PhilRice during long trips or very late or very early drives, but must notify the Dispatcher of PhilRice in advance;

g. Drivers assigned shall always be in good grooming and personal hygiene, wear their uniform or pants, polo shirt with collar and sleeves, and ensure that the passengers will be safe during the duration of the travel, must observe courtesy and punctuality and must be helpful at all times;

h. Rates of round-trip service per route will be based on the submitted price quotation of the Novo Ecijano Van Transport Services Cooperative (**See Annex A**);

i. All trips (except provincial) shall pass through the express way (TPLEx, NLEEx, SCTEx, SLEEx), unless requested by the Head of the Party (HOP) per official itinerary;

j. Point of origin will be at PhilRice, Maligaya, Science City of Muñoz, Nueva Ecija to any point of Luzon, and/or those specified in the approved trip ticket as pick up and drop off points;

k. In instances that the drivers have to stay at PhilRice, a room will be provided at the training dorm free of charge;

l. Driver shall ensure that all passengers sign in the trip ticket;

m. Drivers shall submit a record of trip incidents, e.g. delays; hitch rider; left behind passengers;

n. Two (2) copies of feedback form (for IMSSO & PPD head) duly accomplished by HOP shall be submitted to the assigned boxes at the lobby;

o. All vehicles and drivers assigned shall be inspected and assessed thru drive test, respectively, by PhilRice authorized personnel. In this regard, a list of vehicles and drivers assigned is hereto attached as **ANNEX B**. Likewise, a replacement or additional unit shall be provided instantly by Novo Ecijano Van Transport Services Cooperative whenever necessary;

2. Use of vehicle to be rented shall not exceed a continuous period of more than fifteen (15) days (Section 76 of EO 292) per travel;

3. The Novo Ecijano Van Transport Services Cooperative shall comply with the Rules Integrated Management (IMS) Policy, Procedures, Programs and Projects of PhilRice;



4. Disbursement of funds under this Agreement shall be in accordance with existing government accounting and auditing rules and regulations;
5. Any violation of this Agreement; or if any Novo Ecijano Van Transport Services Cooperative driver or official display and act of aggressive driving, discourtesy and ill manner or treatment to any PhilRice staff, may result to cancellation of this Agreement. The Novo Ecijano Van Transport Services Cooperative drivers and officials who have issues or complaints against passenger or PhilRice personnel should submit a formal notice to the PPD Head or IMSSO Head at the following addresses:

The Head

Physical Plant Division
Philippine Rice Research Institute
Maligaya, Science City of Muñoz,
3119 Nueva Ecija

The Head

Integrated Management Systems and
Services Office
Philippine Rice Research Institute
Maligaya, Science City of Muñoz,
3119 Nueva Ecija


6. If any term or condition of this Agreement is held invalid or contrary to law, the validity of the other terms and conditions shall not be affected thereby;
7. Effectivity of this Agreement is from the date of signing up to 31 DECEMBER 2020 or until the Agreement amount has been consumed; and
8. All legal actions out of this Agreement shall be exclusively filed with the Municipal Trial Court in Cities, Science City of Muñoz, Nueva Ecija and the Regional Trial Court of Baloc, Sto. Domingo, Nueva Ecija.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this _____ day of _____, 2020 at PhilRice Maligaya, Science City of Muñoz, Nueva Ecija.


PhilRice


JOHN C. DE LEON
Executive Director
Philippine Rice Research Institute
RCEP20-3648

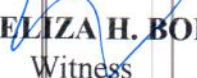
Novo Ecijano Van Transport Services Cooperative


DANILO A. MARQUEZ
Chairman

Funds Available:


MICHELLE C. PADILLA
RCEF Accountant

Signed in the presence of:


FLORDELIZA H. BORDEY
Witness


ERNESTO B. GUZMAN
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public, for and in _____ this
_____, personally appeared **JOHN C. DE LEON** of the Philippine
Rice Research Institute and **DANILO A. MARQUEZ** of Novo Ecijano Van Transport
Services Cooperative personally known to me exhibited a competent evidence of identity:


Name	Valid I.D.	Date/Place of Issue
JOHN C. DE LEON	PhilRice ID# 90-0501	May 1990/Science City of Muñoz, Nueva Ecija

DANILO A. MARQUEZ - Drivers Licensed# E04-92-030817

and to me known to be the same persons who executed the foregoing instrument which
consist of seven (7) pages including the pages on which the acknowledgement and the
annexes are written, signed on each and every page by the Parties executing this instrument
and their witnesses, and sealed with my notarial seal and acknowledge to me that their
signature on the instrument was freely and voluntarily affixed by them for purposes stated
therein.

IN WITNESS WHEREOF, I have hereto set my hand at the place and date abovementioned.

Doc. No. 399 ;
Page No. 88 ;
Book No. 12 ;
Series of 2020


ATTY. PUENTE A. CLAVE
NOTARY PUBLIC
DATE: MAY 18, 2016
PT. 12, SEC. 12, TWP. 12, R. 12
REL. NO. 123456789-1234

