

CONTRACT AGREEMENT NO. 2022-03-08
PROCUREMENT OF SERVICE PROVIDER FOR FOURTEEN (14) DAYS
VEHICLE RENTAL

THIS AGREEMENT made on the ___ day of _____ 2022 between

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT REGIONAL OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by **MARITES M. MARISTELA**, in her capacity as the Regional Director, hereinafter referred to as the **"PROCURING ENTITY"**,

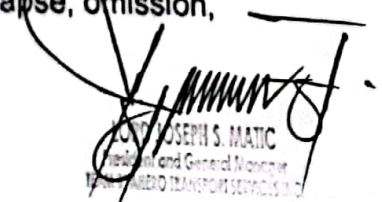
- AND -

TEAM BYAHERO TRANSPORT SERVICES INC., a company duly registered with SEC No. CS201639686, located at #573 Manuel I. Quezon Street, Claro M. Recto, Angeles City Pampanga, represented by **LORD JOSEPH S. MATIC**, in his capacity as Chairman of the Board, hereinafter referred to as the **"SERVICE PROVIDER"**;

WHEREAS the **"PROCURING ENTITY"** invited Bids for certain goods and ancillary services viz: **PROCUREMENT OF SERVICE PROVIDER FOR FOURTEEN (14) DAYS VEHICLE RENTAL** and has accepted the bids by the **"SERVICE PROVIDER"** in the amount of **TWO HUNDRED SIXTY-FIVE THOUSAND PESOS (P265,000.00)** in which the term of this Contract shall be for the period of March 8,9,10,11,15,16,17,18,22,23,24,25, 29 & 30, 2022

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred;
2. The following documents shall be deemed to form as integral part of this Agreement and be read and construed as part of this Agreement, viz:
 - 2.1 the Canvass Form submitted by the **"SERVICE PROVIDER"**;
 - 2.2 the Schedule of Requirements and the Technical Specifications;
 - 2.3 the DSWD FO III PHILGEPS Posting with Reference No. 8478577;
 - 2.4 the General Conditions of Contract;
 - 2.5 the Special Conditions of Contract,
 - 2.6 the Approved Project Proposal with Purchase Request No: 2022-02-145; and
 - 2.7 the Procuring Entity's Notification of Award and Proceed.
3. In consideration of the payments to be made by the **"PROCURING ENTITY"** to the **"SERVICE PROVIDER"** as hereinafter mentioned, the **"SERVICE PROVIDER"** hereby covenants with the **"PROCURING ENTITY"** to provide services as agreed under Section 2.2.2 and to remedy any lapse, omission,


LORD JOSEPH S. MATIC
Chairman and General Manager
TEAM BYAHERO TRANSPORT SERVICES INC.

neglect or non-observance therein in conformity in all respects with the provisions of the Contract which costs to be incurred shall be shouldered by the **"SERVICE PROVIDER"**;

4. The **"PROCURING ENTITY"** hereby covenants to pay the **"SERVICE PROVIDER"** in consideration of the provision of the services upon presentation of the documentary requirements, the Contractor Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed in herein Contract.

5. Identification of the Rental Vehicles. The **"SERVICE PROVIDER"** hereby lets and leases unto the **"PROCURING ENTITY"** motor vehicles described as follows: (Vehicles must be well-maintained and in good travel condition, equipped with functional air-condition, stereo, glass tint and seat belts, must be cool, clean and well-sanitized) and must be at least 2015 model and up.

LIST OF VEHICLES

| | | | | |
|----------------------|---------------------------|-------------------|--------------|------------------|
| OFFICE HOTLINE | 045 304 0190 | | | |
| MOBILE NUMBER | 09953140983/09053631569 | | | |
| EMAIL ADDRESS | Teambyahero2016@gmail.com | | | |
| Drivers' name | Contact number | Model | Plate Number | Seating Capacity |
| Lord Joseph Matic | 09053631569 | GL Grandia - 2016 | YT 4848 | 14 |
| Jonard A. Icban | 09065373075 | GL Grandia - 2016 | YW 2521 | 14 |
| Lyndon Matic | 09065933980 | GL Grandia - 2016 | YV 5540 | 14 |
| Ryan Montemayor | 09064600461 | GL Grandia - 2017 | VY 1846 | 14 |
| Gerardo Yalung | 09369223066 | GL Grandia - 2016 | ACM 1829 | 14 |
| Abaya Zoren | 09971787840 | GL Grandia - 2017 | AIM 492 | 14 |
| Abduia imram | 09208020925 | GL Grandia - 2017 | VU 4049 | 14 |
| Abdulla Nasurdin | 09268433211 | GL Grandia - 2017 | AIS 658 | 14 |
| Albacieta Santiago | 09156658902 | GL Grandia - 2018 | A5N 955 | 14 |
| Ariola Jayson | 09756463020 | GL Grandia - 2017 | VU 4178 | 14 |
| Balagtas Alison | 09054825508 | GL Grandia - 2017 | WB 5481 | 14 |
| Bulosan Artemio | 09055637993 | GL Grandia - 2017 | AIM 467 | 14 |
| Bulosan Ericson | 09179671914 | GL Grandia - 2017 | VH 7501 | 14 |
| Bungay Paul Laurence | 09265275316 | GL Grandia - 2016 | YV 2592 | 14 |
| Castillo Julito | 09052834185 | GL Grandia - 2017 | VQ 5028 | 14 |
| Catacutan Daniel | 09171342782 | GL Grandia - 2017 | WA 9981 | 14 |
| De Leon Luise | 09053373221 | GL Grandia - 2016 | ADJ 1816 | 14 |
| Garcia Arlito | 09155692254 | GL Grandia - 2017 | ADJ 4261 | 14 |
| Garcia Arnel | 09273483218 | GL Grandia - 2014 | AVA 9981 | 14 |
| Hertis Elmer | 09055505930 | GL Grandia - 2015 | ABB 7500 | 14 |
| Lee Angelo | 09175407331 | GL Grandia - 2017 | VK 6417 | 14 |
| Lee Wilson | 09355712200 | GL Grandia - 2017 | ACY 1988 | 14 |

| | | | | |
|-----------------------|-------------|-------------------|----------|----|
| Lopez Edghee | 09166893000 | GL Grandia - 2017 | VY 9963 | 14 |
| Malit, Edler | 09272415785 | GL Grandia - 2015 | ABO 4646 | 14 |
| Mandani, Michael | 09756660364 | GL Grandia - 2016 | AAI 5824 | 14 |
| Maniacup, Diosdado | 09552843273 | GL Grandia - 2017 | VV6490 | 14 |
| Mariano, Jayson | 09068883587 | GL Grandia - 2018 | AIN 929 | 14 |
| Martin, Eric Joshua | 09159218308 | GL Grandia - 2015 | AJA 7582 | 14 |
| Meneses, Nelson | 09398634215 | GL Grandia - 2012 | RLF 431 | 14 |
| Mercado, Renan | 09756467378 | GL Grandia - 2016 | ABX 3553 | 14 |
| Miranda, Jose | 09564102649 | GL Grandia - 2017 | ACY 9487 | 14 |

6. RENTAL FEES/BILLING MATRIX. The **"PROCURING ENTITY"** hereby agrees to pay the **"SERVICE PROVIDER"** for use of vehicle/s as follows:

| DATE | PROVINCE | PLACE OF DESTINATION |
|------------------------------|-------------|----------------------|
| March 8-9,2022 (overnight) | ZAMBALES | SUBIC |
| | | SAN ANTONIO |
| | | SAN MARCELINO |
| March 8-9,2022 | BULACAN | BOCAUE |
| March 8-9,2022 | | MARILAO |
| March 8-9,2022 | | GUIGUINTO |
| March 8-9,2022 | TARLAC | VICTORIA |
| March 8-9,2022 | | GERONA |
| March 8-9,2022 | NUEVA ECIJA | ALIAGA |
| March 8-9,2022 | | QUEZON |
| March 8-9,2022 | | STO DOMINGO |
| March 10-11,2022 | BULACAN | PLARIDEL |
| March 10-11,2022 | | BUSTOS |
| March 10-11,2022 | | PANDI |
| March 10-11,2022 (overnight) | ZAMBALES | CANDELARIA |
| | | MASINLOC |
| | | STA CRUZ |
| March 10-11,2022 | TARLAC | ANAO |
| March 10-11,2022 | | MONCADA |
| March 10-11,2022 | | SAN MANUEL |
| March 10-11,2022 | NUEVA ECIJA | CUYAPO |
| March 10-11,2022 | | LICAB |
| March 10-11,2022 | | NAMPICUAN |
| March 10-11,2022 | | TALAVERA |

| | | |
|------------------|-------------|--------------------|
| March 10-11,2022 | PAMPANGA | ANGELES CITY |
| March 10-11,2022 | | MABALACAT CITY |
| March 10-11,2022 | | MAGALANG |
| March 15-16,2022 | BULACAN | ANGAT |
| March 15-16,2022 | | DRT |
| March 15-16,2022 | | NORZAGARAY |
| March 15-16,2022 | TARLAC | BAMBAN |
| March 15-16,2022 | | CAPAS |
| March 15-16,2022 | | CABIAO |
| March 15-16,2022 | NUEVA ECIJA | PENARANDA |
| March 15-16,2022 | | GUIMBA |
| March 15-16,2022 | | ZARAGOSA |
| March 15-16,2022 | BATAAN | DINALUPIHAN |
| March 15-16,2022 | | HERMOSA |
| March 15-16,2022 | | FLORIDABLANCA |
| March 15-16,2022 | PAMPANGA | PORAC |
| March 17-18,2022 | | MEYCAUYAN CITY |
| March 17-18,2022 | | SAN JOSE DEL MONTE |
| March 17-18,2022 | TARLAC | CONCEPCION |
| March 17-18,2022 | | LA PAZ |
| March 17-18,2022 | | SAN ISIDRO |
| March 17-18,2022 | NUEVA ECIJA | JAEN |
| March 17-18,2022 | | MUNOZ |
| March 17-18,2022 | | LUPAO |
| March 17-18,2022 | BATAAN | SAN JOSE CITY |
| March 17-18,2022 | | SAMAL |
| March 17-18,2022 | | MARIVELES |
| March 17-18,2022 | PAMPANGA | ARAYAT |
| March 17-18,2022 | | STA. ANA |
| March 22-23,2022 | | SAN ANTONIO |
| March 22-23,2022 | NUEVA ECIJA | SAN LEONARDO |
| March 22-23,2022 | | GABALDON |
| March 22-23,2022 | | PALAYAN CITY |
| March 22-23,2022 | BATAAN | ORANI |
| March 22-23,2022 | | ABUCAY |
| March 22-23,2022 | | MACABEBE |
| March 22-23,2022 | PAMPANGA | MASANTOL |

| | | |
|------------------|-------------|-------------|
| March 22-23,2022 | | MINALIN |
| March 24-25,2022 | NUEVA ECIJA | CARRANGLAN |
| March 24-25,2022 | | PANTABANGAN |
| March 24-25,2022 | | LAUR |
| March 24-25,2022 | | BONGABON |
| March 24-25,2022 | | LIMAY |
| March 24-25,2022 | BATAAN | ORION |
| March 24-25,2022 | | GUAGUA |
| March 24-25,2022 | | SASMUAN |
| March 24-25,2022 | | STA RITA |
| March 24-25,2022 | | LUBAO |
| March 29-30,2022 | NUEVA ECIJA | GAPAN CITY |
| March 29-30,2022 | | GEN TINIO |
| March 29-30,2022 | | LLANERA |
| March 29-30,2022 | | RIZAL |
| March 29-30,2022 | | MORONG |
| March 29-30,2022 | BATAAN | BAGAC |
| March 29-30,2022 | | CANDABA |
| March 29-30,2022 | | MEXICO |

The rental fee shall cover all the cost incurred during the entire duration of the trip within the day regardless of the hours spent.

(Note: Payment for the Rental Fees shall be subject to the corresponding withholding taxes.)

7. Scope of Use. The **"PROCURING ENTITY"** shall use the Rented Vehicle/s to transport only DSWD FO III's personnel during official activities covered at all times by a duly vehicle rental provided by the Agency. The vehicle requirement for this procurement is Passenger Van with load capacity of 12 maximum passengers.

8. Emergency Cases. The **"SERVICE PROVIDER"** agrees to coordinate immediately with the General Services Section or any authorized representative from the **"PROCURING ENTITY"** in the event of any untoward incidents in times of emergency, observing its statutory duty to carry its passengers as far as human care and foresight case provide, using the utmost diligence of a very cautious person, with due regard for all the circumstances contact information of its authorized representative for easy coordination with the **"SERVICE PROVIDER"** in times of emergency and other untoward incidents on a trip.

5

LOUIS JOSE S. MARIO
President and General Manager
TEAM STRAIGHT TRANSPORT SERVICES INC.

The **"SERVICE PROVIDER"** shall have the following duties and responsibilities, to wit;

- of
- 8.1 Observe extra-ordinary diligence in the transportation and delivery of goods and passengers;
 - 8.2 Protect properties and/or passengers under his custody while the contract subsists;
 - 8.3 Be liable for the death, injuries to passengers through the negligence or willful acts of its employees/personnel of the **"SERVICE PROVIDER"** as well as be responsible for any loss or damage to the goods or property of its passengers due to negligence or misconduct of its employee/personnel during transport.
 - 8.4 Vehicles should be sanitized/disinfected as provided for under 9(h), clean, mechanically sound vehicles with professional and courteous driver equipped with cellular phone for easy communications;
 - 8.5 All expenses for the registration, insurance, tire, battery, fuel, toll fees, parking fees, meal and accommodation of drivers, care and maintenance of the leased unit, as well as any and all damages and liabilities caused by third parties or the public reason of any accident whatsoever, shall be the sole responsibility of the **"SERVICE PROVIDER"**;
 - 8.6 The **"SERVICE PROVIDER"** commits to render transport services in accordance with the Request for Motor Vehicle Form issued by the **"PROCURING ENTITY"** as to the date, time, pick-up point and drop off point/destination as well as the number of passengers to service. Vehicle Rental Service shall be exclusively utilized for the **"PROCURING ENTITY"** services/programs. Every driver must always ask for an identified purpose of travel to passengers as per their issued Travel Order/Regional Special Order/Vehicle Rental Form.
 - 8.7 In response to the State of National Health Emergency due to the COVID-19 Pandemic, the **"SERVICE PROVIDER"** agrees to ensure/undertake the following:
 - 8.7.1 In addition to routine cleaning, surfaces that have frequent contact with hands should be cleaned and disinfected under the following circumstances
 - at least twice per day (before and after the trip)
 - when visibly dirty
 - before loading of passengers, continuation of trip and transportation of passengers exhibiting symptoms of respiratory illness (e.g. cough, sneezing, etc.)


JOSEPH S. MATIG
Field and General Manager
TEAM PATRERO TRANSPORT SERVICES, INC.

8.7.2 Regular disinfection of frequently hand contacted vehicle parts

- car door handles
- arm rests and head rests
- buttons for windows and locks
- seatbelts

8.7.3 Installation of Plexiglass Shields or Plastic Cover as a barrier between the driver and passenger/s in the back seat

8.7.4 Drivers must properly wear face masks preferably Surgical mask, all the time throughout the duration of the trip

8.7.5 Rented Vehicles shall implement a "No Mask, No Ride" policy to comply with the minimum health standards supported with posted signages.

8.7.6 Thermal scanning is required before entering the vehicle

8.7.7 Social distancing should be observed limiting to 5 to 6 passengers per vehicle

8.7.8 Meal expenses of the driver, the dispatcher (if any) and accommodation expense (if applicable) shall be shouldered by the **"SERVICE PROVIDER"**

8.7.9 Every vehicle is required to visibly present/carry the following items to passengers prior the trip for them to use for safety purposes;

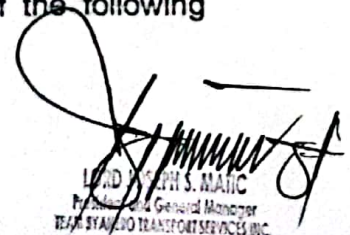
- 1 piece Isopropyl/Ethyl Alcohol, 500ml, 70% solution
- 1 pack Tissue, Inter-folded
- 1 piece Disinfectant Spray
- 1 piece Trash bin with cover

8.8 In case of irregularities and complaints against the **"SERVICE PROVIDER"** or any its driver/employee, the **"SERVICE PROVIDER"** undertakes to conduct investigation, reprimand the erring personnel and immediately rectify the concern; provided that this is without prejudice to the legal actions to be undertaken by the **"PROCURING ENTITY"** and/or by the complaining DSWD personnel

8.9 The **"PROCURING ENTITY"** before a request for payment(s) is entertained, shall coordinate with an authorized representative of the **"SERVICE PROVIDER"** to make a full accounting of all vehicles used.

9. OBLIGATION OF THE **"PROCURING ENTITY"**. The **"PROCURING ENTITY"** shall pay the **"SERVICE PROVIDER"** the total amount incurred in using the vehicle/s on a monthly basis upon presentation of the following documentary requirements:

7


LINO JOSEPH S. MANIC
President and General Manager
TEAM SYNERGO TRANSPORT SERVICES INC.

- a.) Statement of Account
- b.) Purchase Order
- c.) Vehicle Rental Form (template provided by the Agency)
- d.) List of passengers

10. Duly approved expenses incurred in excess of the approved budget for the contract, if any, will be processed and paid separately

11. The **"PROCURING ENTITY"** reserves the right to inspect each and every vehicle and demand an immediate replacement should problems/issues arise.

IN WITNESS WHEREOF the **PARTIES** hereto have caused this **AGREEMENT** to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For:

**DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE III**

MARITES M. MARISTELA, CESO III
Regional Director

For:

**TEAM BYAHERO TRANSPORT SERVICES
INC.**

LORD JOSEPH S. MATIC
Chairman of the Board

CERTIFIED AS TO AVAILABILITY OF FUNDS:

ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:

ARMONT C. PECINA
Division Chief - Admin. Division

UNDEPOSED & SWORN TO BEFORE ME THIS 07 MAR 2022

**AT ANGELES CITY, AFFIANT/S EXHIBITED
THE FOLLOWING ID/S:**

DOC. No. 415
PAGE No. 61
BOOK No. 519
SERIES OF 2022

ATTY. ARTHURO K. CABAYUGAN
Notary Public

Until December 31, 2022
Com. SN-2021-501/A.C.
IBP No. 526369/01/03/... CSF(P)
PTR No. AC-5995318/01 03-22
Atty's Roll No. 08485
MCLE Comp No. VI-1158990
Valid until 12/31/2022

ACKNOWLEDGMENT

Republic of the Philippines)

Province of _____) s.s.
City of _____

BEFORE ME this _____ day of _____ at the City of _____
_____ in the Philippines personally appeared:

| NAME | COM. TAX CERTIFICATE NO. | ISSUED ON/ISSUED AT |
|--------------------------------|-----------------------------|------------------------|
| MARITES M. MARISTELA, CESO III | | |
| LORD JOSEPH S. MATIC | | |

Known to me and to me known to be the same persons who executed the foregoing contract consisting of nine (9) pages including this page, for the purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

