

# CONTRACT AGREEMENT

No. 2024-04-006

## KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 10<sup>th</sup> day of April 2024 at Butuan City, Agusan del Norte, Philippines between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a National Agency of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Diliman, Quezon City herein represented by **MARI-FLOR A. DOLLAGA-LIBANG** in her capacity as Regional Director of **FIELD OFFICE CARAGA**, hereinafter referred to as the “**Entity**”;

## AND

**FAS TRUCKING AND FORWARDING SERVICES**, a duly licensed private entity, organized and existing by virtue of the laws of the Republic of the Philippines with office address at Purok 5, Brgy. Doongan (Lower), Butuan City, Philippines, represented by **JENELITO Y. FERNANDEZ**, Proprietor, hereinafter referred to as the “**Service Provider**”;

## WITNESSETH

**WHEREAS**, the **ENTITY** invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF FORWARDING SERVICES FOR THE HAULING OF HUMANITARIAN CARGO**, for the purpose of transporting humanitarian cargo, consisting of food and non-food items, as an intergral part of its disaster response operations;

**WHEREAS**, the **SERVICE PROVIDER** is engaged in the business of rendering Truck-for-Hire (TH) services and is duly authorized by the Land Transportation Franchising and Regulatory Board (LTFRB), and has offered to provide the **ENTITY** with forwarding services for the purpose of the above-mentioned;

**WHEREAS**, in the bidding conducted for the purpose, the **SERVICE PROVIDER** submitted the Lowest Calculated and Responsive Bid (LCRB) in the amount of **THREE MILLION SIX HUNDRED THIRTY – SEVEN THOUSAND NINE HUNDRED TWENTY – FOUR PESOS ONLY (Php3,637,924.00)** [hereinafter called “Contract Price”];

**WHEREAS**, the **ENTITY** has accepted the bid of the **SERVICE PROVIDER** in the aforesaid contract price;

**NOW THEREFORE**, for and in consideration of the foregoing premise and mutual terms, conditions and stipulations hereinafter set forth, the parties do hereby agree:

## Article I

### DOCUMENTS COMPRISING THE CONTRACT

1. The following documents shall be deemed to form and be read and construed as integral part of this Agreement pursuant to the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, viz:
  - i. DSWD Specifications consisting of:

Section I	- Invitation to Apply for Eligibility and to Bid
Section II	- Instruction to Bidders
Section III	- Bid Data Sheet
Section IV	- General Conditions of the Contract

MARI-FLOR A. DOLLAGA - LIBANG  
Regional Director

JENELITO Y. FERNANDEZ  
Proprietor

- Section V - Special Conditions of the Contract
- Section VI - Schedule of Requirements
- Section VII - Technical Specifications
- Section VIII - Bidding Forms and Supplemental/Bid Bulletins

- ii. Notice of Award by the DSWD dated April 12, 2024
- iii. Performance Security
- iv. Notice to Proceed
- v. Effectivity of Service : April 19, 2024 – December 31, 2024
- vi. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

## ARTICLE II SCOPE OF WORKS

1. The **SERVICE PROVIDER** shall to provide at least 10 units of 10 - wheeler trucks (wing van) or 6 - wheeler trucks (wing van) within 24 hours upon receipt of notification from the **ENTITY's** end – user representative;
2. Distance covered shall be computed per one hauling of cargo completed (i.e., loading of cargo from Warehouse to unloading at indicated destination);
3. The **SERVICE PROVIDER** shall ensure that all vehicles have valid Certificates of Registration (CR) and LTO Official Receipts (OR) and included in the valid franchise issued by the Land Transportation Franchising and Regulatory Board (LTFRB) to the Service Provider;
4. The **SERVICE PROVIDER** shall have a valid cargo insurance worth at least One Million Five Hundred Thousand Pesos only (PhP1,500,000.00) for the duration of the contract implementation;
5. The **SERVICE PROVIDER** shall ensure that all vehicles are disinfected / sanitized, in good condition, safe to travel, and free from leaks that may cause damage to the cargo during the duration of travel. The **ENTITY** shall bear no liability in any damage to the vehicles and/or cargo encountered during the duration of travel;
6. The **SERVICE PROVIDER** shall ensure that its drivers abide with standard speed limit of 80 km./hr. except when overtaking and shall observe defensive driving;
7. The **SERVICE PROVIDER** shall bear extra and miscellaneous expenses during the duration of travel;
8. The **SERVICE PROVIDER's** personnel are not employees of the **ENTITY** and as such, the **ENTITY** shall not be responsible for any claim or personal injury or damage including death caused to any of the drivers or to any third party where such injury or death arises out of or sustained in the course of the performance of duties;
9. The **ENTITY** reserves the right to terminate the Contract if any of the following conditions are committed by the **SERVICE PROVIDER**, to wit:
  - (a) The **SERVICE PROVIDER** abandons the contract, refuses or fails to comply with a valid instruction of the **ENTITY** despite the issuance written notice;
  - (b) The **SERVICE PROVIDER** fails to execute the services in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;


 MARI-FLOR A. DOLLAGA – LIBANG  
Regional Director


 JENELITO Y. FERNANDEZ  
Proprietor



MARI-FLOR A. DOLLAGA – LIBANG  
Regional Director

- (c) The **SERVICE PROVIDER** sub-contracts any part of the approved Contract without approval by the **ENTITY**;
- (d) The **SERVICE PROVIDER** fails to serve the interest of the **ENTITY** in rendering forwarding services during the period of this Agreement, or any time thereafter through use or disclosure to any unauthorized person, firm or entity, any information, derogatory or otherwise, concerning the business affairs of the **ENTITY** or any other information which the personnel of the **SERVICE PROVIDER** may have acquired by reason of their assignment to the **ENTITY**; commission of dishonest acts perpetrated by **SERVICE PROVIDER**'s personnel directly against the **ENTITY**, regardless of value.

10. In the event of controversy and disagreement between the **ENTITY** and the **SERVICE PROVIDER** regarding liability for the loss, damage, physical injury or death referred to in the preceding paragraphs hereof, the parties shall constitute a Committee, which shall be composed of three (3) members. The **ENTITY** and the **SERVICE PROVIDER** shall each appoint one (1) member respectively, and one (1) person outside both parties' respective organizations who shall act as the Chairperson. The decision of the Committee shall be binding on the parties, unless, within a period of thirty (30) days from receipt of such decision, a party shall institute the proper legal proceeding relating to the dispute.

**ARTICLE III  
CONTRACT PRICE**

Item	Unit	Description	Quantity	Unit Price	Contract Price
1	Unit/s	Forwarding Services Flat Rate for 10 - Wheeler Truck <ul style="list-style-type: none"> <li>• Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM;</li> <li>• Vehicle type: wing van</li> </ul>	37	PhP15,000.00	PhP555,000.00
2	Unit/s	Forwarding Services Flat Rate for 6 - Wheeler Truck <ul style="list-style-type: none"> <li>• Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM;</li> <li>• Vehicle type: closed or wing van</li> </ul>	35	PhP7,000.00	PhP245,000.00
3	Km/s	Forwarding Services additional rate per kilometer for 10 - Wheeler Truck <ul style="list-style-type: none"> <li>• Inclusive of loading and unloading; labor (6-10 persons), fuel, tax, Profit OCM</li> </ul>	8,200	PhP170.00	PhP1,394,000.00

JENELITO M. FERNANDEZ  
Proprietor

MARI-FLOR A. DOLLAGA – LIBANG  
Regional Director

Item	Unit	Description	Quantity	Unit Price	Contract Price
4	Km/s	Forwarding Services additional rate per kilometer for 6 - Wheeler Truck • Inclusive of loading and unloading labor (6-10 persons), fuel, tax, Profit OCM	5,136	PhP84.00	PhP431,424.00
5	Unit/s	Freight and Handling (Shipment Rate) via RoRo for 10 - Wheeler Truck	15	PhP38,500.00	PhP577,500.00
6	Unit/s	Freight and Handling (Shipment Rate) via RoRo for 6 - Wheeler Truck	15	PhP29,000.00	PhP435,000.00
<b>GRAND TOTAL:</b>					<b><u>PhP3,637,924.00</u></b>

#### ARTICLE IV PAYMENT TERMS

1. For and in consideration of the services rendered, the **ENTITY** shall pay the **SERVICE PROVIDER** the contract rates as provided in Article III of this document, taking into account the actual number of completed travels by the **SERVICE PROVIDER**;
2. The **SERVICE PROVIDER** shall submit its Billing Statement on a **monthly basis**, covering all travels completed within the period, together with the documentary requirements including, but not limited to, the following:
  - a. Approved Vehicle Trip Ticket;
  - b. Photo documentation
3. All payments shall be are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93;
4. All the duly accomplished documentary requirements will be forwarded to the **ENTITY** and payment shall be through CHECK/ ADVICE TO DEBIT ACCOUNT (ADA) which will be made within **THIRTY (30) CALENDAR DAYS** after the submission of the foregoing.

#### ARTICLE V OTHER PROVISIONS

1. In the event of a suit arising from this contract, the parties hereto agree that the venue for action shall be in the Court of Justice of Butuan City, Philippines;
2. This Contract shall be effective for a period from April 19, 2024 to December 31, 2024;

JENELITO Y. FERNANDEZ  
Proprietor

**IN WITNESS WHEREOF**, the parties have hereunto signed and executed this Agreement at Butuan City, Philippines on 18<sup>th</sup> day of April 2024.

*Department of Social Welfare and  
Development Field Office Caraga*

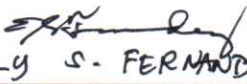
*FAS Trucking and Forwarding Services*

  
**MARI-FLOR A. DOLLAGA-LIBANG**  
Regional Director

  
**JENELITO Y. FERNANDEZ**  
Proprietor

SIGNED IN THE PRESENCE OF:

  
**TRISTAN C. TELEN**  
Director III / ARD for Administration

  
**EMILY S. FERNANDEZ**  
Service Provider's Witness  
(Printed Name and Signature)

**Certified as to Availability of Funds:**

  
**GRETCHEN F. ESCALA**  
Accountant III / Chief Accountant



Republic of the Philippines)  
City of Butuan ) S.S.  
x-----)

### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Butuan, Philippines, this 18<sup>th</sup> day of April 2024 personally appeared:

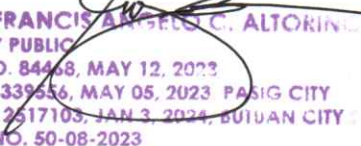
Name	I.D. No.	Date / Place Issued
<b>MARI-FLOR A. DOLLAGA-LIBANG</b>	DSWD ID No.: 10-1903049	March 29, 2019 / Cagayan de Oro City
<b>JENELITO Y. FERNANDEZ</b>	<u>SSC No. 08-079687-4</u>	<u>BUTUAN CITY</u>

Both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is voluntary act and deed.

This agreement consisting six (6) pages signed by the parties and instrumental witness in all pages refer to an AGREEMENT for the **PROCUREMENT OF FORWARDING SERVICES FOR THE HAULING OF HUMANITARIAN CARGO.**

WITNESS MY HAND AND SEAL in the place and on the date stated above.

Doc. No. 728  
Page No. 64  
Book No. 17  
Series of 2024

  
**ATTY. FRANCIS ANGELO C. ALTORINO**  
NOTARY PUBLIC  
ROLL NO. 84468, MAY 12, 2023  
IBP NO. 33956, MAY 05, 2023 PASIG CITY  
PTR NO. 2517103, JAN 3, 2024, BUTUAN CITY  
SERIAL NO. 50-08-2023  
MCLE NO. (EXEMPTED 2023 BAR PASSER)  
TIN NO. 625-857-467  
UNTIL DECEMBER 31, 2024