



Republic of the Philippines

Philippine Information Agency PIA Bldg., Visayas Avenue, Diliman Q.C. 1128 Metro Manila, Philippines

Tel. No. 920 1224 Fax. No. 920 4386 www.pia.gov.ph

CONTRACT FOR TRUCKING AND HAULING SERVICES BID REF. 8729148

PROCUREMENT OF TRUCKING AND HAULING SERVICES FOR THE TRANSFER OF PIA-MIMAROPA REGIONAL OFFICE TO CALAPAN CITY, ORIENTAL MINDORO

THIS AGREEMENT made this th day of 2022 between PHILIPPINE INFORMATION AGENCY-MIMAROPA (PIA-MIMAROPA), a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Quezon City, represented herein by its Officer-In-Charge, VICTORIA A.S. MENDOZA, hereinafter referred to as "PIA" of the one part and MR. DWAYNE VERGANIO CARIT, Sole Proprietor, CARFAM LOGISTICS SERVICE herein referred to as "SUPPLIER" with office address at Brgy Sapul, Calapan City, Oriental Mindoro of the other part;

WITNESSETH:

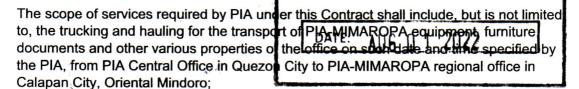
WHEREAS, the "PIA" solicited Bids for the PROCUREMENT OF TRUCKING AND HAULING SERVICES FOR THE TRANSFER OF PIA-MIMAROPA REGIONAL OFFICE TO CALAPAN CITY, ORIENTAL MINDORO and has accepted a Bid from the "SUPPLIER" for the supply of the aforementioned services in the sum of FIFTY SEVEN THOUSAND PESOS only (Php 57,000.00), hereinafter called "the Contract Price", payable upon receipt of the billing statement including all applicable taxes, subject to government accounting rules and regulations.

WHEREAS, after publication and solicitation of bids, the SUPPLIER, offered the lowest calculated responsive bid, based on criteria set by PIA-MIMAROPA and was issued a Notice of Award in accordance with RA9184 and its implementing rules for Negotiated Procurement.

WHEREAS, on the basis of such representations, the PIA agreed to engage the services of the SUPPLIER, subject to the terms and conditions as hereinafter set forth

NOW, THEREFORE, for and in consideration of the forgoing premises and the terms and conditions herein set forth, the parties hereby s as folk

1. DESCRIPTION and INCLUSION OF SERVICE



1.1. That the SUPPLIER will provide a one (1) unit of 6 wheeler FWD closed van at least 20 footer with truck driver and helper, shall also include the fuels, toll fees, RoRo

- vehicle transfer expense, passenger boat fare, truck weighting, passenger and RoRo terminal fees.;
- 1.2. The SUPPLIER shall provide as well as remain responsible for all the personnel deemed necessary for the transport of equipment.
- 1.3. The SUPPLIER guarantees the security and safety in transporting the equipment, furniture and other valuables while on transit. Any losses or damage to property sustained during the transportation from point of loading to the final destination will be deducted against the transport invoice.
- 1.4. The PIA shall be responsible for inspecting the equipment, furniture and other valuables upon delivery, prior to accepting the delivery.
- 1.5. Should delivery be delayed due to SUPPLIER's own misconduct or negligence, SUPPLIER will be granted 24 hours to complete the delivery. The PIA will reserve the right to charge the SUPPLIER for the delay.
- 1.6. Any delays happening in the instance of "Force Majeure" where one or both of the contracting individuals becomes unable to perform their obligations under the terms of this contract; then no party shall be held responsible for termination of contract.
- 1.7. The PIA shall notify the SUPPLIER whenever the latter's services are required in any practicable form of notifications.

2. TERMS OF PAYMENT

The SUPPLIER shall send the Statement of Account to the PIA within three (3) days after services rendered; this shall be the basis of the PIA for the preparation of payment (Disbursement Voucher) to be processed within 7-15 working days upon receipt of Statement of Account.

2.1. LIQUIDATED DAMAGES

The PIA reserves the right to terminate this Contract for any cause which may include failure of the SUPPLIER to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the PIA or violation by the SUPPLIER of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

In the event that the SUPPLIER violated any of the terms and conditions of his Contract, or neglects to perform in a time y manner any of the works, dues, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails o carry out the tasks herein required in an acceptable manner for any reason whatsoever, the SUPRLIER shall herein and acceptable for damages for such failure and shall pay the PIA liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, in addition to other remedies that the PIA may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PIA.

- In consideration of the payments to be made by the PIA to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the PIA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The PIA further hereby covenants to pay the SUPPLIER in consideration of the provision of the aforementioned services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

PHILIPPINE INFORMATION AGENCY-MIMAROPA:

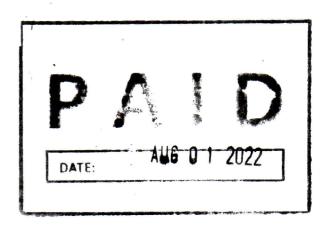






SIGNED IN THE PRESENCE OF:





NOTARIAL ACKNOWLEDGMENT

Republic of the Philippines) City of
BEFORE ME, Notary Public for and in the above jurisdiction, this 2022, personally appeared:
VICTORIA A.S. MENDOZA ID No: May -0000 Issued at/on:
DWAYNE V. CARIT ID No: 418-789 7492 002 Issued at/on: Jan 2012
All known to me to be the same persons who executed and voluntarily signed the oregoing document consisting of only pages including this page of Acknowlegement, which they acknowleged to me as their own free and voluntary act and deed.
IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.
NOTARY PUBLIC -
ATTY. RAYMOND JOEL L. BALBURGA Roll of Attorneys No. 61087
Doc. No. 574 Page No. 1DV Book No. 89 Series of 20 //L Notarial Commission until December 31, 2022

