

# CONTRACT AGREEMENT

No. \_\_\_\_\_

## KNOW ALL MEN BY THIS PRESENTS:

**THIS AGREEMENT** made by and between the **Provincial Government of Bohol**, represented by **Atty. ARTHUR C. YAP** (hereinafter called "the Owner") as the PARTY OF THE FIRST PART and **ALCUIREZ DELIVERY SERVICES** represented by **JOSEPH S. ALCUIREZ**, with office address at Mariveles, Dausis, Bohol (hereinafter called the "Consultant") as PARTY OF THE SECOND PART.

## WITNESSETH

**WHEREAS**, the **FIRST PARTY** has engaged the rental of two (2) units 6-wheeler cargo truck for the pick-up and delivery of relief goods and other goods within the city and to the different municipalities necessary for the Bohol's recovery effort in the aftermath of Typhoon Odette under the Office of the Governor, Bohol Provincial Capitol Building, Tagbilaran City, with a rental rate per unit of **TWELVE THOUSAND PESOS (12,000.00) PER DAY** with a total contract amount of **ONE MILLION TWO HUNDRED THOUSAND PESOS (P1,200,000.00)**

**WHEREAS**, the **SECOND PARTY** has agreed to provide two (2) units cargo truck/van for the **FIRST PARTY** during the duration of the contract agreement;

**WHEREAS**, the said rental of two (2) units 6-wheeler cargo truck/van shall be for a period from January 2, 2022 to February 8, 2022 for the pick-up and delivery of relief goods and other goods necessary for the recovery efforts made by the Provincial Government for the Province of Bohol in the aftermath of Typhoon Odette from the point of origin to the point of destination and vice versa;

**WHEREAS**, the trips are open or any time whenever necessary or a total of eight hours per day from Monday to Sunday including holidays inclusive of fuel, driver and upkeep;

**WHEREAS**, in excess of eight (8) hours of service the **SECOND PARTY** shall charge an amount of One Thousand Five Hundred Pesos (P1,500.00) per hour;

**WHEREAS**, in the event that any of the units of the **SECOND PARTY** fails to serve for whatever reasons, the **FIRST PARTY** shall withhold the equivalent rental amount of the days absent from the total amount of this contract agreement;

**WHEREAS**, the **FIRST PARTY** has no obligation in whatever cost of repair and maintenance of the trucks provided by the **SECOND PARTY**.

## 1. OBLIGATIONS OF THE FIRST PARTY

THE **FIRST PARTY** and/or its authorized representative/s shall:

- a. Make available all documents as documentary requirements and other relevant data which will be necessary for the claim of payment of the **SECOND PARTY**;
- b. Provide the necessary support to the **SECOND PARTY**;
- c. Pay the **SECOND PARTY** of its services based on the Billing Statement submitted by the **FIRST PARTY**;

## 2. OBLIGATION OF THE SECOND PARTY

The **SECOND PARTY** shall:

- a. Perform faithfully, efficiently and effectively to the satisfaction of the **FIRST PARTY**;

- b. Make sure that the cargo trucks are available daily within the duration of the contract;
- c. Observe honesty, proper conduct and maintain high moral standard of professionalism.

**3. CONFIDENTIALITY**

The SECOND PARTY agrees not to discuss its performance of services under this agreement, with any third party without the FIRST PARTY written consent.

**4. NO EMPLOYEE-EMPLOYER RELATIONSHIP**

It is understood that this agreement is principally for the rental of cargo trucks/vans and shall not be construed to give rise to any employee-employer relationship between the FIRST PARTY and SECOND PARTY.

**5. GOVERNING LAW AND VENUE FOR DISPUTE**

This agreement shall be subject to and interpreted according to the general law of the Philippines on contracts. If the parties have a dispute over this agreement which cannot be settled except through court intervention, and in any action to enforce any provision hereof, the venue for the same shall be the courts of Tagbilaran City only.

**6. ENTIRETY OF AGREEMENT**

This agreement contains the entire understanding of the parties and there shall be no representations, warranties, promises or undertakings that shall be given force and effect other than those contained herein.

**7. MODIFICATIONS**

Any changes in this agreement shall be executed in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 14 MAR 2022 of 14 MAR 2022, 2022 in TAGBILARAN CITY, Philippines.

PROVINCIAL GOVERNMENT OF BOHOL:

BY:

  
**ATTY. ARTHUR C. YAP**

Governor 

WITNESS

BY:

  
**JOSEPH S. ALCUIREZ**

Proprietor: ALCUIREZ DELIVERY SERVICES

  
Michael Oriol  
WITNESS


# ACKNOWLEDGMENT

Republic of the Philippines)  
Province of Bohol ) SS.

Personally appeared before me, Gov. Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. \_\_\_\_\_ and Joseph S. Alcuerez with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_ known to me to be the same person who executed the foregoing instrument consisting of three (3) pages including this page upon which this acknowledgment is written, duly signed by the parties and their witnesses on each and every page thereof, and they acknowledge to me that the same is their free and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14 day of MAR, 2022 in Tagbilaran City, Bohol, Philippines.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022

  
ATTY. KATHERINE C. SARTE  
Cebu Law and Realty  
21A 27G Avenue Tagbilaran City  
NOTARY PUBLIC until December 31, 2022  
PTR No. 2032480, November 10, 2021, CY 2022  
NCS No. 2021-25; TIN: 748-175-019-000  
IRP Membership No. 167790, November 25, 2021  
Roll No. 72893, 06/17/19, MCLE Compliance No. VII-001014  
For the City of Tagbilaran and Other Municipalities of Bohol