

CONTRACT FOR VEHICLE RENTAL

KNOW ALL PERSONS BY THESE PRESENTS:

This contract is made and entered into, by and between:

DLCL TRANSPORT (hereafter the Contractor), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 1326 E. Rodriguez Sr. Ave. Cor Balete Drive, Barangay Mariana 4, Quezon City, represented herein by its President & CEO DALE LEONEIL C. LIM,

-and-

OFFICE OF THE PRESIDENTIAL ADVISER ON THE PEACE PROCESS (hereafter the OPAPP), a government instrumentality created and existing under and by virtue of E.O. No. 3, series of 2001, with principal address at 5th Floor, Agustin I Bldg., F.Ortigas Jr. Road, Ortigas Center, Pasig City, represented by its Head of the Procuring Entity Secretary CARLITO G. GALVEZ JR.

WITNESSETH:

WHEREAS, the OPAPP pursuant to its request from the Department of Budget & Management (DBM), has been granted Authority to Rent Motor Vehicle/s for fifty-two (52) units;

WHEREAS, following OPAPP's memorandum dated 14 April 2021, the vehicle rental shall be for the period of Jul 2021 to December 2021, with an approved budget for the contract of Twenty-Nine Million Four Hundred Ninety-One Thousand Six Hundred Sixty-Six Pesos (PhP29,491,666.00);

WHEREAS, on 21 May 2021, the OPAPP, in compliance with Government Procurement Reform Act or R.A. No. 9184, started the competitive bidding for the vehicle rental through publication of the Invitation to Bid in PhilGEPS and OPAPP's website;

WHEREAS, on 29 June 2021, a Notice of Award has been issued in favor of DLCL Transport;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed and do hereby mutually agree, as follows:

ARTICLE I DOCUMENTS COMPRISING THIS CONTRACT

The following documents shall be deemed to form and constructed as part of this Contract:

- a. The bidding documents in connection with the competitive bidding for vehicle rental of fifty-two (52) units for the period of July 2021 to December 2021 (which comprises the

following: Invitation to Bid, Instructions to Bidders, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Technical Specifications, & Bid Bulletin/s if there is any).

- b. The documents comprising the bids of the Contractor (which comprises the following: eligibility, technical and the financial components under the 1st and 2nd envelopes)
- c. The performance security.
- d. The Notice of Award.

ARTICLE II

CONTRACT AMOUNT & RENTAL PERIOD

- a. The contract amount shall be Twenty-Eight Million Eight Hundred Four Thousand Six Hundred Eight Pesos (PhP28,804,608.00).
- b. The rental of fifty-two (52) units of vehicles shall start on 1 July 2021 and shall end on 31 December 2021.

ARTICLE III

DUTIES & OBLIGATIONS OF THE CONTRACTOR

- a. The contractor shall supply and deliver to the OPAPP (Ortigas Office and Awang, Maguindanao Office) for rental of fifty-two (52) units of vehicles according to the Section VI entitled Schedule of Requirements and Section VII of the bidding documents, entitled Technical Specifications, numbers 2 & 3.
- b. The twenty-two (22) units of vehicles to be delivered at OPAPP Ortigas must be road-worthy for Luzon wide travel.
- c. The thirty (30) units of vehicles for OPAPP Awang, Maguindanao must be road-worthy for Mindanao-wide travel.
- d. The delivery of vehicles shall be at the expense of the contractor.
- e. As stated under Section VII of the bidding documents, the contractor shall shoulder all expenses relating to vehicle maintenance and/or repairs as a result of ordinary use of vehicles except for vulcanizing and replacement of damaged tires.
- f. All vehicle licenses and insurance/s must be updated and expenses thereof shall be for the account of the contractor.
- g. The contractor shall act and provide appropriate actions on the requests of the OPAPP relative to the latter's concern on vehicles within three (3) calendar days from receipt of notice.

ARTICLE IV

OBLIGATIONS OF THE OPAPP

- a. The OPAPP agrees to return the vehicles in its current condition, minus normal road wear-and-tear.
- b. The OPAPP shall not allow any other person to drive the rented vehicles except for its authorized drivers with valid license.
- c. The OPAPP shall hold its driver/s liable for any damage/s brought to the rented vehicles by reason of negligence, recklessness, and/or violation of traffic rules and regulations.
- d. The OPAPP shall ensure and maintain the cleanliness on the rented vehicles.
- e. Vehicles shall be used only for official purposes. Damages incurred during non-official business shall be borne by the concerned personnel of the OPAPP.

ARTICLE V
PAYMENT

- a. Payment for monthly rental shall be made by the OPAPP within thirty (30) calendar days from receipt of billing statement from the lessor, on the premise that all necessary documents based on government’s accounting and auditing rules have been attached with the billing statement.
- b. Billing statement must be submitted at OPAPP’s office in 5th Floor, Agustin I Bldg., F.Ortigas Jr. Road, Ortigas Center, Pasig City.

ARTICLE VI
MISCELLANEOUS PROVISION

- a. All terms and conditions stated in the bidding documents form part of this contract.
- b. The lessor shall assume the risk of loss or damage to vehicles as a result of force majeure or fortuitous events.

IN WINESS WHEREOF, the parties have hereunto signed and executed this document on this _____ day of 01 JUL 2021 2021, at Pasig City, Philippines.

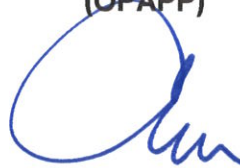
DLCL TRANSPORT

**OFFICE OF THE PRESIDENTIAL
ADVISER ON THE PEACE PROCESS
(OPAPP)**

By:


DALE LEONEIL C. LIM
 President & CEO
 DLCL Transport

By:


SECRETARY CARLITO G. GALVEZ, JR.
 Presidential Adviser on Peace,
 Reconciliation & Unity

WITNESSES:


DONNA MARIE MAGDALENE ADOC LIM
 DLCL Transport


LINDA N. CAÑETE
 CAO-Administrative Services

-CERTIFIED FUNDS AVAILABLE-


MS. ANGELI NICOLE A. ROXAS
 Accountant

ACKNOWLEDGEMENT

Republic of the Philippines)
City of QUEZON CITY)

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this _____ day of 01 JUL 2021, 2021, personally appeared:


Name	Proof of Identity	Date/Place Issued
DALE LEONEIL C. LIM		
CARLITO G. GALVEZ, JR.		

Known to me to be the same persons who executed the foregoing Contract and who acknowledge to me that the same is their own voluntary act and deed, and that they are duly authorized for the said purpose.

This instrument refers to the Contract for Vehicle Rental consisting of _____ pages, including this page on which the acknowledgment is written.

WITNESS MY HAND AND SEAL on the day and place written above.

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Page No. 14
Book No. XIV
Series of 2021.


Amy DONATO L. MANGIAT
Notary Public
Commission No. NP-080 (Expires Dec 31 2021)
IBP No. 135260, Dec. 16, 2020, Q.C
PTR No. 0598817 D, Jan. 4, 2021, C.C
Attorney's Roll No. 34845
MCLE No. VI-0028934
Contact No. +639183363108
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