



Republic of the Philippines
Department of Education
REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

**CONTRACT OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY
OF FUEL TO DEPED RO-IX OFFICIAL SERVICE VEHICLES AND
GENERATOR SET**

THIS CONTRACT made and entered into by and between the following:

DEPARTMENT OF EDUCATION – RO IX, a government agency created by virtue of the laws of the Philippines, with principal office located at Pres. Corazon C. Aquino Regional Government Center, Balintawak, Pagadian City, represented herein by its Regional Director, **DR. RUTH L. FUENTES, CESO IV**, herein after called the **“FIRST PARTY”**;

-and-

3 KINGS PETRON SERVICE STATION, with principal address at W. Pulmones Street, Santiago District, Pagadian City, represented herein by its Proprietor, **MR. JOVENCIO P. MENDOZA, JR.**, hereinafter called the **“SECOND PARTY”**;

WITNESSETH:

WHEREAS, the FIRST PARTY intends to engage the services through a duly authorized Service Provider and with the capacity to provide and supply Fuel to its official service vehicles and generator set for the calendar year 2023;

WHEREAS, the FIRST PARTY and its Bids and Awards Committee conducted a Negotiated Procurement - Small Value for the Fuel Service Provider to propose quantity for the number of liters stipulated from the **“Contract Price”** for Diesoline and Unleaded in the total amount of **NINE HUNDRED THOUSAND PESOS (900,000.00)**, and was determined to be the lowest calculated and responsive quotation;

WHEREAS, the Notice of Award was issued to the Second Party on **May , 2023**;

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

Article I
GENERAL PROVISIONS

1. The following documents shall form and be read and construed as part of this contract:



Address: President Corazon C. Aquino Regional
Government Center, Balintawak, Pagadian City 7016
Website: www.depedro9.info; www.ro9-deped.com
Email: region9@deped.gov.ph

Contact Numbers:
Telephone – 945-3329
Globe – 09164336191
Smart – 09472096474





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- Annex A - Price Quotation Form
B - Technical Specifications and Schedule of Requirements

Article II
SCOPE OF SERVICES

2.1 COMPONENTS OF SERVICE

- 2.1.1 Second Party shall supply Liquid Fuel - Diesoline and Unleaded, to supply the official service vehicles and generator set of the First Party;
- 2.1.2 The Second Party shall supply the following identified and official service vehicles and generator set of the First party to wit:

	Motor Vehicle	Description
1	Toyota Hi-Ace	Plate/Conduction No. A9 Y209 Year Model: 2019 Engine No.: 1KD 2840741 Serial/Chassis No: JTFJTO2P2J5020025 Engine Transmission: MANUAL Fuel Type: DIESEL
2	Toyota Hi-Ace	Plate/Conduction No. PO F340 Year Model: 2019 Engine No.: 1KD 2844258 Serial/Chassis No: JTFJTO2PXXK5020310 Engine Transmission: MANUAL Fuel Type: DIESEL
3	Toyota Hi-Ace	Plate/Conduction No. P5 Y896 Year Model: 2020 Engine No.: 1KDB025100 Serial/Chassis No: JTFJT02P2K5023038 Engine Transmission: MANUAL Fuel Type: DIESEL
4	Toyota Avanza	Plate/Conduction No. A9F-819 Year Model: 2019 Engine No.: 1NRF458274 Serial/Chassis No: MHKM5EE2FJK012531 Engine Transmission: MANUAL Fuel Type: UNLEADED





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REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

5	Toyota Innova	Plate/Conduction No. 092006 Year Model: 2011 Engine No.: 1TR7072211 Serial/Chassis No: TGN405022994 Engine Transmission: MANUAL Fuel Type: DIESEL
6	Mitsubishi Strada	Plate/Conduction No. B6-T490 Year Model: 2020 Engine No.: 4N15UGJ0408 Serial/Chassis No: MMBJJKL10LH016982 Engine Transmission: MANUAL Fuel Type: DIESEL
7	Mitsubishi Strada	Plate/Conduction No. 092009 Year Model: 2012 Engine No.: 4D56-UCDN7576 Serial/Chassis No: MMBJNKB40CD049270 Engine Transmission: MANUAL Fuel Type: DIESEL
8	Generator Set	Cummins JHK-150GF 150 KVA/ 132Kw Diesel

Article III
RESPONSIBILITIES OF THE FIRST PARTY

- 3.1 The First Party shall pay the Second Party, in consideration of the goods and services in accordance with the Contract Price of Nine Hundred Thousand Pesos (900,000.00);
- 3.2 The First Party through its Regional/Designated Driver shall issue an approved Fuel Request Slip (FRS) and Driver's Trip Ticket Authority (DTTA) form to the Second Party;
- 3.3 NO Approved FRS and DTTA by the Chief Administrative Officer and/or his designated Officer, NO fuel shall be issued by the Second Party;
- 3.4 The First Party shall pay on or before the fifteenth (15th) day of the succeeding month upon submission of the Billing Statement or Notice of Payment and the supporting documents by the Second Party, subject to the actual consumption of the service vehicle and the





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REGIONAL OFFICE IX, ZAMBOANGA PENINSULA

prevailing pump prices in Pagadian City, Zamboanga del Sur as provided under the Department of Energy;

Article IV
RESPONSIBILITIES OF THE SECOND PARTY

- 4.1 The SECOND PARTY shall provide Invoice Receipts/ Statement of Account for all fuel consumption incurred during refueling of said official service vehicles and generator set and shall maintain a record of the Receipts/Job Order made to the FIRST PARTY. The same records shall be made available to the FIRST PARTY upon request.
- 4.2 The SECOND PARTY shall maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar business and organizations of superior knowledge and skills engaged in providing similar services under the same or similar circumstances.
- 4.3 The Second Party shall keep, record, and file all issued FRS and DTTA, and shall be attached as supporting documents in the Billing Statement/Notice of Payment before submitting to the First Party for evaluation and payment;
- 4.4 In the event of Non-Availability of Fuel from its station the Second Party shall continue to provide the Second Party with Fuel by securing the same from other fuel service providers at the Second Party's own expense; actual consumption and expenses on the said fuel provider, shall be credited and charged to the billing of the Second Party;
- 4.5 The Second Party shall furnish copies of Notice on Fuel Price Adjustments and/or Non-Availability of Fuel three (3) days before its effectivity and whichever is applicable;
- 4.6 In the event that the total Fuel consumed already amounts to ninety percent (90 %) of the total contract price or already equals the total contract price, the Second Party, shall notify the First Party for further verification and immediate action;

Article V
SETTLEMENT OF DISPUTES

- 5.1 If any dispute or difference of any kind whatsoever shall arise between the FIRST PARTY and the SECOND PARTY in connection with or arising out



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of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 5.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or Second Party may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter in dispute may be commenced unless such notice is given.
- 5.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after performance of the Services under the contract.
- 5.4 Any dispute between the Procuring Entity and the Second Party, the dispute shall be resolved in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004"
- 5.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Second Party any monies due.

Article VI TERMINATION

Either Party may terminate this Contract for breach of any provision thereof and for other legal causes as provided under RA 9184. A written notice must be given to the other Party at least two (2) weeks before the intended date of termination.

Article VII ASSIGNMENT OF RIGHTS

The SECOND PARTY shall not assign his rights or obligations under the Contract, in whole or in part, except with the FIRST PARTY's prior written consent.



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Article VIII
AMENDMENT

Except as expressly provided in the Contract, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both parties hereto.

Article IX
EFFECTIVITY

This Contract shall take effect on MAY 12, 2023 up to **December 31, 2023**.

After the expiration of this contract and no new contract has been made or issued by the First Party or that the result or bidding processes have not yet been done or awarded, this contract shall be deemed extended every month up to such period as may be allowed by law, rules, and regulations;

IN WITNESS WHEREOF, parties hereto have set their hands this 12th day of MAY, 2023 at Pagadian City, Zamboanga del Sur.

FIRST PARTY

By:


DR. RUTH L. FUENTES, CESO IV
Regional Director

SECOND PARTY

By:


MR. JOVENCIO P. MENDOZA, JR.
Proprietor

WITNESSES:


DR. ROMEO M. DALIGDIG
Chief Administrative Officer


GRETE BENEDICT C. CONCEPCION
Administrative Officer IV - GSU





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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PAGADIAN CITY) S.S.

BEFORE ME, personally appeared:

NAME	ID TYPE AND NO.	VALID UNTIL
1. DR. RUTH L. FUENTES	_____	_____
2. MR. JOVENCIO P. MENDOZA, JR.	<u>504 87 0016 52</u>	<u>12/15/2027</u>

Known to me to be the same person who executed the foregoing instrument and acknowledged that the same is her free and voluntary act and deed. I further certify that this instrument consists of Seven (7) pages including this page on which the acknowledgment is written, and that the parties to this instrument and her witnesses signed on the left margin thereof, and I sealed the same with my notarial seal.

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

Doc. No. 483
Page No. 49
Book No. CLIN
Series of 20 23

ATTY WILFREDO B. LUZA
NOTARY PUBLIC
UNTIL DECEMBER 11, 2023
PTR NO. 16762220-1913/2023
ROLL OF ATTORNEY No. 32113
PAGADIAN CITY





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May 03, 2023

3 KINGS PETRON SERVICE STATION

Pulmones Street, Santiago District, Pagadian City

SUBJECT: **NOTICE OF AWARD**

Dear Sir/Madam:

Please be informed that the contract for the "Procurement of Fuel Services Provider for official service vehicles and generator set of the DepEd Regional Office IX." with PR No. 2023 01 031 in the amount of Nine Hundred Thousand Pesos Only (PHP 900000.00) is hereby awarded to your establishment.

The quotation you have submitted was found to be the Single Calculated and Responsive Quotation and most advantageous to the government complying with all the requirements for eligibility.

Please affix your signature in the space provided below as indication of your acceptance of the award.

Very truly yours,

DR. RUTH L. FUENTES, CESO IV

Regional Director

Conforme:

3 KINGS PETRON SERVICE STATION

Date: MAY 12, 2023

ORD-BAC-NOA-2023 01 031



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CERTIFICATE NO.
CP000499Q