

SUPPLY AND DELIVERY OF FUEL, OIL, AND LUBRICANT WITH SERVICING

CONTRACT AGREEMENT

Contract No.: 2022-07-005

AUG 23 2022

This Contract Agreement, made on the ___ day of _____ between:

DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF SOUTH COTABATO, with office address at Alunan Avenue, Koronadal City, Philippines and represented by **RUTH L. ESTACIO**, Schools Division Superintendent, hereinafter called as “the DepEd”;

-and-

SUENO SHELL STATION, with business address at General Santos Drive, Koronadal City, and represented by **MARILOU B. SUENO**, hereinafter called as “Supplier”.


WITNESSETH, THAT:

WHEREAS, the DepEd has been authorized to contract with a gas station which is willing to sell fuel, oil, and lubricants with servicing on credit and under such terms and condition that are acceptable to both parties;

WHEREAS, the Supplier is a gas station duly engaged in the selling of fuel, oil, and lubricants with servicing to the public, either on cash or credit basis;


WHEREAS, the Supplier, agrees to extend to the DepEd a credit line form which the latter can avail from time to time by issuance of Purchase Order with duly signed trip ticket and other pertinent documents;

WHEREAS, the vehicles to be filled up for this agreement are the following:



VEHICLE	Plate No.:	Type of Fuel
Isuzu Crosswind	SKX 778	Diesel
Toyota Van	PB-Q097	Diesel
Mitsubishi Pajero	SJB 876	Diesel
Mitsubishi Strada Pick-up	B6 1015	Diesel
ISUZU MUX		Diesel
5 Units of DepEd Motorcycle		Gasoline

THEREFORE, for and in consideration of the foregoing premises, the parties, with the intention of making this Agreement binding between themselves and their heirs and successors-in-interest, hereby freely, voluntarily and mutually agree to the following terms and conditions of this Agreement, herein below set forth as follows:

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- 1. TERM:** This Agreement shall be valid, binding, and effective from July 1, 2022 to December 31, 2022.

1.1 The DepEd may terminate this Agreement prior to its expiry date upon written notice to the Supplier not later than fifteen (15) days from its intended termination date.

2. **AMOUNT OF THE CREDIT LINE:** The Credit Line shall be available to the DepEd in the amount not exceeding **Four Hundred Thousand Pesos (Php 400,000.00)**.

2.1 Once the Credit Line is reached, the Supplier shall immediately inform the DepEd and send the latter the corresponding Billing Statement through the fastest means available.

2.2 The Supplier shall refuse to sell fuel, oil, and lubricants on credit to the DepEd in excess of the latter's credit line.

3. **SCOPE OF SERVICES:** The following are the procedures in the availment of fuel, oil, and lubricants with servicing from the Supplier:

3.1 The duly authorized driver of DepEd shall present Purchase Order, Trip Ticket, and other pertinent documents.

3.2 To ensure that only authorized DepEd Service Vehicles withdraw the fuel, oil, and lubricants with servicing, the Supplier shall check the Purchase Order and Trip Tickets duly signed by the Authorized Officers of DepEd.

3.3 The DepEd and Supplier are strictly prohibited to make any negotiations to allow Non-DepEd vehicles or Private Vehicles to withdraw fuel, oil, and lubricants. Violation of this provision shall be ground for termination of the contract and non-payment of the said fuel, oil, and lubricants.

3.4 The DepEd Driver shall be required to write in the Trip Ticket and Purchase Order the current distance traveled by the vehicle using the vehicle's odometer for reference and audit purposes. Meanwhile, the Supplier shall ensure that the current distance travelled is printed in the Purchase Order and Trip Ticket before putting fuel in the vehicle.

4. **BILLING AND PAYMENT:** The Parties hereby agree on the following procedures:


4.1 The amount to be paid the by DepEd shall be the pump price per transaction with no additional cost. The billing shall be on quincena basis which includes Purchase Order for the fuel, oil, and lubricants with duly signed trip ticket and other pertinent documents.


4.2 Payment shall be made in accordance with the government auditing rules and regulations and subject to withholding creditable government taxes and BIR Regulations. The Supplier shall submit the Certification issued by the DepEd to the effect that goods have been delivered in accordance with terms and conditions of this Contract.

4.3 The Supplier shall issue an Official Receipt acknowledging the said payment.

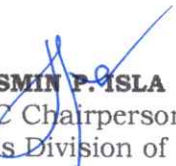
5. **FUEL SALES PRICE:** The price to be charged to the DepEd upon refilling shall be based on the pump price at time of the purchase with no additional cost.


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.


RUTH L. ESTACIO PhD, CESO VI
OIC-Schools Division Superintendent
DepEd Schools Division of South Cotabato


HELEN S. MAGSAEL
Station Manager
Sueno Shell Station

SIGNED IN THE PRESENCE OF:


JASMIN P. ISLA
BAC Chairperson
DepEd-Schools Division of South Cotabato


MARILOU A. POTENCION
Authorized Representative
Sueno Shell Station

As to Allotment of Obligation:


MAY GRACE T. DUPA
Administrative Officer V (Budget)

As to Funds Available:


CARLO P. DIVEDOR, CPA
Accountant III

ACKNOWLEDGEMENT

(Republic of the Philippines)
City of Koronadal) s.s.

AUG 23 2022

KORONADAL CITY

Before me this ___ day of _____ in _____
personally appeared:

Issued Name Government-Issued ID/Date and Place of Issue CTC No./Date/Place

DR. RUTH L. ESTACIO, CESO VI UMID-006-0026-0698-5/CTC 28765364/
4/11/2022 Koronadal City

HELEN S. MAGSAEL SSS-2432914-2

All known to me to be the same persons who executed the foregoing instrument consisting of two (2) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

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

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JOSE D. BARROSO
Notary Public until December 31, 2022
Commission No. 494-43
Regional Trial Court of Koronadal
PTR 2548091 Jan. 13, 2022
MCLE Comp. No. VI 0016900
IBP No. 179392