



Republic of the Philippines
Department of Education
 REGION XII
 SCHOOLS DIVISION OF SOUTH COTABATO

PROJECT: PROCUREMENT OF FUEL FOR LOGISTIC SERVICES FOR THE DEPED SDO OF SOUTH COTABATO SERVICE VEHICLE FOR FY 2021 SCIENCE AND MATHEMATICS EQUIPMENT AND TVL FROM TRANSPAC CARGO LOGISTICS INC. WAREHOUSE
 Reference No.DSC-23-12-195

CONTRACT NO: 2023-12-017

SOURCE OF FUNDS: DIVISION MOOE

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of JAN 03 2024 between **DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF SOUTH COTABATO**, Alunan Avenue, Koronadal City, South Cotabato of the Philippines as represented by **LEONARDO M. BALALA, CESE**, (hereinafter called “the Entity”) of the one part and **AGREDA SHELL STATION** of General Santos Drive, corner Zulueta S Koronadal City, South Cotabato, Philippines, as represented by **RODOLFO G. AGREDA** (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF FUEL FOR LOGISTIC SERVICES FOR THE DEPED SDO OF SOUTH COTABATO SERVICE VEHICLE FOR FY 2021 SCIENCE AND MATHEMATICS EQUIPMENT AND TVL FROM TRANSPAC CARGO LOGISTICS INC. WAREHOUSE** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Five Hundred Seventy-Six Thousand Pesos (Php 576,000.00)** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 and other pertinent documents;

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

Description	UOM and Quantity	Type of Fuel
PROCUREMENT OF FUEL FOR LOGISTIC SERVICES FOR THE DEPED SDO OF SOUTH	8,861.54 Liters	Diesel and

COTABATO SERVICE VEHICLE FOR FY 2021 SCIENCE AND MATHEMATICS EQUIPMENT AND TVL FROM TRANSPAC CARGO LOGISTICS INC. WAREHOUSE		Gasoline
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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:

1. **TERM:** This Agreement shall be valid, binding, and effective from the receipt of NTP and other pertinent documents.

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 **Five Hundred Seventy-Six Thousand Pesos (Php 576,000.00)**.

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 (Diesel and Gasoline) on credit to the DepEd in excess of the latter's credit line.

3. **SCOPE OF SERVICES:** The following are the procedures in the avilment of fuel from the Supplier:

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


3.2 To ensure that only authorized DepEd Service Vehicles withdraw the fuel, the Supplier shall check the Purchase Order duly signed by the Authorized Officers of DepEd.

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

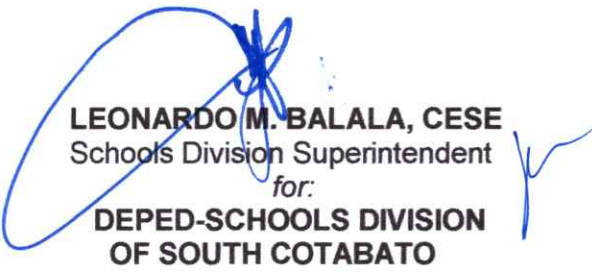
4.1 The amount to be paid the by DepEd shall be **Five Hundred Seventy-Six Thousand Pesos (Php 576,000.00)**.

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.

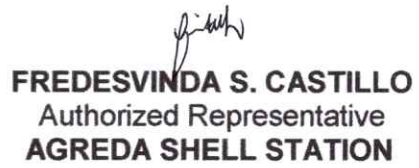
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


LEONARDO M. BALALA, CESE
Schools Division Superintendent
for:
**DEPED-SCHOOLS DIVISION
OF SOUTH COTABATO**


RODOLFO G. AGREDA
Station Manager
for:
AGREDA SHELL STATION

SIGNED IN THE PRESENCE OF:


JASMIN F. ISLA
BAC Chairperson
DepEd, Schools Division of South Cotabato


FREDESVINDA S. CASTILLO
Authorized Representative
AGREDA SHELL STATION

As to Allotment of Obligation:

As to Funds Available:


MAY GRACE T. TOMANAN
Administrative Officer V (Budget)
DepEd - 12 - 27 - 027


CARLO P. DIVEDOR, CPA
Accountant III





Acknowledgment

(Republic of the Philippines)
City of KORONADAL CITY

Before me this JAN 08 2024 day of KORONADAL CITY
personally appeared:

Name	Government-Issued ID/Date and Place of Issue	CTC No./Date/Place Issued
LEONARDO M. BALALA	<u>EMPLOYEE ID: 5701200</u>	
RODOLFO G. AGREDA	<u>SS 09-2332399-D</u>	

All known to me to be the same persons who executed the foregoing instrument consisting of four (4) 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, 2024
Commission No. 552 RTC Koronadal City
MCLE Compliance No. VIII-004279
IBF No. 226, 2024
TIN: 100-500000000-2024

[Handwritten signature]

[Handwritten signature]

PURCHASE ORDER

Department of Education-Schools Division of South Cotabato

Supplier: **AGREDA SHELL STATION**

P.O No. **23-172**

Date: **December 29, 2023**

Address: General Santos Drive cor Zulueta St., Koronadal City

PR No. **DSC-23-12-195**

Mode of Procurement: **Sec. 53.14 Direct Retail Purchase of POL, Airline Tickets and Online Subscription**

TIN No. 770-135-014-000(VAT)

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: **Transpac Warehouse to SDO of South Cotabato**

Delivery Term:

Date of Delivery: **After receipt of the NTP**

Payment Term: **100% Final Billing**

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
1	LOT	Procurement of Fuel for Logistic Services for the DepEd SDO of South Cotabato Service Vehicle for FY 2021 Science and Mathematics Equipment and TVL from Transpac Cargo Logistics Inc. Warehouse	1		576,000.00
	liter	Inclusions: Diesel and Gasoline X-X-X-X-X-X-X	8,861.54	65.00	
TOTAL					Php576,000.00

Five Hundred Seventy-Six Thousand Pesos

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed to undelivered items.

Very truly yours,

Conforme:

[Signature]
Krescinda Castillo

AGREDA SHELL STATION

Signature over Printed Name

01/09/2024
Date

LEONARDO M. BALALA, CESE

Schools Division Superintendent
Head of the Procuring entity (HoPE)

Fund Cluster :

ORS/BURS No. :

Funds Available:

Date of the ORS/BURS :

Amount:

1023 - n - 00180

DEC 29 2023

576 000 ,

CARLO P. DIVEDOR, CPA

Accountant III