

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT made on the APR 28 2022 day of January 2022 by and between:

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) MIMAROPA REGION, duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 1680 F.T. Benitez cor. Malvar Sts., Malate, Manila represented herein by its Regional Director, **FERNANDO R. DE VILLA JR., CESO III**, hereinafter referred to as the **"PROCURING ENTITY"**;

-and-

PETROMAXX FUEL STATION, a duly recognized company and operating under the laws of the Philippines with its principal office located at Brgy. Santol, Boac, Marinduque represented herein by its Executive Assistant, **SHERYL S. BALONZO**, hereinafter referred to as the **"SERVICE PROVIDER"**;

WITNESSETH:

WHEREAS, the **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) MIMAROPA REGION** is a lawful registered owner number of motor vehicles, which assigned to, and being used by its officers and employees in carrying out its official functions;

WHEREAS, the **PETROMAXX FUEL STATION** is a chain of gasoline station duly accredited to sell various kinds of petroleum products;

WHEREAS, for reason of practicality, convenience of its location and can offer on account purchases to **DSWD SWADT OFFICE MARINDUQUE**, the procurement of petroleum, fuel, oil and lubricants has been awarded by the Bids and Awards Committee to **PETROMAXX FUEL STATION**;

NOW, THEREFORE, for and in consideration of the foregoing premises and by mutual covenants and stipulations set forth, the parties hereby agreed as do hereby agree that:

- The **DSWD** has the necessary appropriation under its budget to cover the expenses for the procurement of petroleum products including lubricants, and other related products and also minor repairs such as check-up and change oil of **DSWD MIMAROPA** official vehicles;
- **PETROMAXX FUEL STATION**, during the term of this agreement shall continuously provide and supply **DSWD SWADT OFFICE MARINDUQUE** with specified petroleum products and services as stated in duly executed and signed Purchase Order Slip, sample copy of which is hereto attached as Annex "A" and forms part of this Agreement, to be presented by any authorized

FERNANDO R. DE VILLA JR., CESO III

SHERYL S. BALONZO

company representative, the list of the vehicles' Plate number and Annex "B" and forms part of this agreement;

FERNANDO R. DE VILLA JR., CESO III

- **PETROMAXX FUEL STATION**, shall rely upon the genuineness of the signatures of those authorized to purchase fuel products in the name of the **DSWD SWADT OFFICE MARINDUQUE**, and shall have no obligation to investigate beyond the signatures submitted by the **DSWD SWADT OFFICE MARINDUQUE**; recognizes that the sales staff of **PETROMAXX FUEL STATION** are not technical experts in the appreciation of signatures and therefore, **DSWD SWADT OFFICE MARINDUQUE** shall honor all purchase made by its representatives whose vehicles are confirmed by the list of the company Plate Number and car make/model on file with **PETROMAXX FUEL STATION**;
- **PETROMAXX FUEL STATION**, shall provide **DSWD MIMAROPA** a credit accommodation for Fifteen (15) days. Billing shall be made every 15th and 30th of the Month. The Statement of Account shall be sent together with the original invoices. Full payment of the billed account shall be made after fifteen (15) days from receipt of the statement of account;
- Payment to service provider shall be at the Retail Pump Price¹ pursuant to Government Procurement Policy Board Resolution No. 05-2018
- The Statement of Account will be considered received, correct and incontestable unless due notice to the contrary is received by **PETROMAXX FUEL STATION** in writing within seven (7) days from receipt of statement;
- The manner and system of procurement and supply of petroleum products and services as herein specified shall observed throughout the term of its Agreement. No modification or amendment thereto shall be made unless expressly agreed upon by the parties and contained in another instrument duly signed by them;
- The **DSWD MIMAROPA** must notify **PETROMAXX FUEL STATION** of any change of any information herein indicated such as the address, number of vehicles, any information herein, etc.;
- This Agreement shall take effect upon the signing of the parties and shall remain full force effective _____.
- Monthly actual fuel usage to be paid within fifteen (15) working days upon receipt of Statement of Accountant (SOA) or Sales Invoice (SI).


SHERYLS BALONZO

¹Retail Pump Price-the price of petroleum fuel per liter, such as gasoline, diesel, oil and kerosene established by retailers, dealers or gas stations for the day. (GPPB Circular 05-2018)


IN WITNESS WHEREOF, the parties hereto have signed this Contract this APR 28 2022 day
of _____, 2022 at the _____,
Philippines.

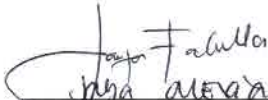
CITY OF MANILA


FERNANDO R. DE VILLA JR., CESO III
Regional Director
DSWD Field Office MIMAROPA



SHERYL S. BALONZO
Executive Assistant
PETROMAXX FUEL STATION

Witnesses:


HELEN B. ALCOBA
SWO II/ SWADT Leader
DSWD SWADT Marinduque


Joya F. Alulla
PETROMAXX FUEL STATION

Certified Funds Available:


DANILYN T. GALAN
Administrative Office IV/ OIC – Head, Accounting Section

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA,
Philippines on this APR 28 2022 day of APR 28 2022, 2022 personally appeared
the following:

FERNANDO R. DE VILLA JR., CESO III

ID No. : _____
Place Issued : _____
Date Issued : _____


SHERYL S. BALONZO

ID No. : NOB-18-019750
Place Issued : Quezon City
Date Issued : 2017

Known to me be the same persons who executed the foregoing Contract and who
acknowledged to me that the same is their free voluntary act and deed and of the
entities they respectively represent.


This **CONTRACT FOR THE SERVICE PROVIDER FOR THE PETROLEUM
LUBRICANT AND OIL FOR RP VEHICLES OF THE DSWD SWADT OFFICE
MARINDUQUE** was signed by the parties and their material witnesses on each and
every page thereof.

APR 28 2022

WITNESS MY HAND AND SEAL this _____ day of _____, 2022

NOTARY PUBLIC

Doc No. 130 :
Page No. 20 :
Book No. 5 :
Series of 2022


ATTY. GILBERTO B. PASIMANERO
Notary Public Until June 30, 2023
Notarial Commission 2020 - 030
IBP# 165726 Pasig - 10-14-2022
PTR# 0154719 Mh. - 1-3-2022
Rol# 25473, TIN# 103-098-346
MCLE Compl. No. WI-0011418 until 4-14-2027

Bids and Awards Committee

BAC RESOLUTION NO. 2022-006

Series of 2022

**BAC RESOLUTION RECOMMENDING NEGOTIATED PROCUREMENT – DIRECT
RETAIL PURCHASE OF PETROLEUM, FUEL, OIL AND LUBRICANT (POL) PRODUCT
AS ALTERNATIVE MODE OF PROCUREMENT**

WHEREAS, Section 48 of Rule XVI of the Revised IRR of RA 9184, otherwise known as the Government Procurement Reform Act provides that in order to promote economy and efficiency, the procuring entity may resort to any of the alternative methods of procurement which are Limited Source Bidding, Direct Contracting, Repeat Order, Shopping and Negotiated Procurement, provided that the most advantageous to the government will be obtained;

WHEREAS, GPPB Resolution No. 24-2019 states the inclusion of Section 53.14 in the 2016 revised IRR of RA 9184 on the direct retail purchase of POL products and airline tickets as new mode of negotiated procurement;

WHEREAS, under Negotiated Procurement –Direct Retail Purchase of Petroleum Fuel, Oil and Lubricant (POL) Products, direct retail may be made by end users to procure the same from identified direct suppliers or service providers;

WHEREAS, the procurement of POL products can be contracted by the end user to identified direct suppliers or service providers under the following conditions;

1. Direct retail purchase of POL products estimated to be necessary for the operations of the Procuring Entity within the fiscal year, including provisions for foreseeable emergencies based on historical records, shall be reflected in the annual procurement plan (APP) in its entirety including any amendment thereto which shall be reflected in the supplemental APP;
2. Direct purchase must be made from any available retailers, dealers or gas stations at retail pump price;
3. The requirement must be intended to be used for any official government vehicles and equipment for immediate consumption; and
4. Payment may be made through cash advance, reimbursement or other allowable payment modalities subject to pertinent auditing and accounting rules;

WHEREAS, for Negotiated Procurement under Section 53.14, the BAC and the HOPE through a Resolution and issuance for the purpose, respectively shall delegate to specific officials,

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personnel, committee or office in the Procuring Entity the conduct of Direct Retail Purchase to efficiently and expeditiously deal with the pressing need sought to be addressed;

WHEREAS, the Administrative Division is delegated to conduct Direct Retail Purchase of POL products at available retailers, dealers or gas stations;

WHEREAS, for reason of practicality, convenience of its location and can offer on account purchases to DSWD Regional Office, the Admin Division identified **PETROMAXX FUEL STATION** as the gas station which can comply and provide the needed requirements;

WHEREAS, the **PETROMAXX FUEL STATION**, have a chain of gasoline stations duly accredited by Petron Corporation to sell various kinds of petroleum products;

NOW, THEREFORE, in light of the foregoing considerations, **WE**, the Bids and Awards Committee, hereby **RESOLVE** as it hereby **RESOLVED**:

1. To recommend to the Head of the Procuring Entity to adopt the Negotiated Procurement – Direct Retail of Purchase of Petroleum, Fuel, Oil and Lubricants (POL) under Section 53.14 of the Revised IRR of RA 9184;
2. To recommend for approval to award to **PETROMAXX FUEL STATION** the direct purchase of Petroleum, Oil and Lubricants as identified by the end user.

RESOLVED, this 31st day of December 2021

JAMUEL P. BALBABOCO
BAC Member

IMEE C. VILLANUEVA
BAC Member

GENELIZA Q. GABILAN
BAC Member

PATRICK G. JARMIN
Alternate BAC Member

KHEEN MICHAEL SE
Alternate BAC Member

ANGELYN S. AGUNDO
Alternate BAC Member

SONIA R. DE LEON
BAC Vice Chairperson

SHEILA S. TAPIA
BAC Chairperson

Approved by:

FERNANDO R. DE VILLA JR., CESO III
Regional Director

