

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT made on the 28 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-

J.P. LUNA GAS SERVICE STATION, a duly recognized company and operating under the laws of the Philippines with its principal office located at Camilmil, Calapan City, Oriental Mindoro represented herein by its General Manager, **JUAN PAOLO G. LUNA**, 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 **J.P. LUNA GAS SERVICE 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 ORIENTAL MINDORO**, the procurement of petroleum, fuel, oil and lubricants has been awarded by the Bids and Awards Committee to **J.P. LUNA GAS SERVICE 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;
- **J.P. LUNA GAS SERVICE STATION**, during the term of this agreement shall continuously provide and supply **DSWD SWADT OFFICE ORIENTAL MINDORO** 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

FERNANDO R. DE VILLA JR., CESO III

JUAN PAOLO G. LUNA

any authorized 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

- **J.P. LUNA GAS SERVICE STATION**, shall rely upon the genuineness of the signatures of those authorized to purchase fuel products in the name of the **DSWD SWADT OFFICE ORIENTAL MINDORO**, and shall have no obligation to investigate beyond the signatures submitted by the **DSWD SWADT OFFICE ORIENTAL ROMBLON**; recognizes that the sales staff of **J.P. LUNA GAS SERVICE STATION** are not technical experts in the appreciation of signatures and therefore, **DSWD SWADT OFFICE ORIENTAL MINDORO** 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 **J.P. LUNA GAS SERVICE STATION**;
- **J.P. LUNA GAS SERVICE 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 **J.P. LUNA GAS SERVICE 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 **J.P. LUNA GAS SERVICE 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).

JUAN PAOLO G. LUNA

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)

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JL

APR 28 2022

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

CITY OF MANILA

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

JUAN PAOLO G. LUNA
General Manager
J.P. LUNA GAS SERVICE STATION

Witnesses:

SHEILA D. SARABIA
SWO II SWADT Leader
DSWD SWADT Oriental Mindoro

HONOR DELEN
J.P. LUNA GAS SERVICE STATION

Certified Funds Available:

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

ACKNOWLEDGEMENT

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

CITY OF MANILA

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

FERNANDO R. DE VILLA JR., CESO III

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

JUAN PAOLO G. LUNA

ID No. : 28473540 SSS Unified
Place Issued : Calapan City
Date Issued : January 14, 2021

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
ORIENTAL MINDORO** was signed by the parties and their material witnesses on each
and every page thereof.

WITNESS MY HAND AND SEAL this APR 28 2022
day of _____, 2022

NOTARY PUBLIC

Doc No. 137 :
Page No. 28 :
Book No. 5 :
Series of 2022

G. Pasimanero
ATTY. GILBERTO B. PASIMANERO
Notary Public Until June 30, 2022
Notarial Commission 2020 - 070
IBP# 165728 Pasig - 10-14-2022
PTR# 0154719 Nda - 1-3-2022
Rol# 25473, TIN# 108-098-246
MCLE Compl. No. VI-COP-18 until 4-14-2022

Bids and Awards Committee

BAC RESOLUTION NO. 2022-005

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,

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 **J.P. LUNA GAS SERVICE STATION** as the gas station which can comply and provide the needed requirements;

WHEREAS, the **J.P. LUNA GAS SERVICE 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**:

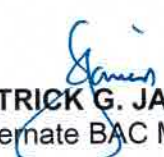
1. To recommend to the Head of the Procuring Entity to adopt the Negotiated Procurement – Direct Retail of Purchase of Petroleum, Fuel, Oil and Lubricants (POL) under Section 53.14 of the Revised IRR of RA 9184;
2. To recommend for approval to award to **J.P. LUNA GAS SERVICE STATION** the direct purchase 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. MILLANUEVA
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

Purpose: Service Provider for the vehicle petroleum, oil, lubricant and other supply needs of the SWADT Oriental Mindoro Service Vehicle.

Item No.	Qty	Unit	Purchaser's Requirements	BIDDER'S NAME								
				J.P. LUNA GAS SERVICE STATION	SHELL							
				Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost
1	1	lot	SERVICE PROVIDER FOR THE VEHICLE PETROLEUM, OIL, LUBRICANT AND OTHER SUPPLY NEEDS FOR 2022	Per Liter	49.96	49.96	Per Liter	55.78	55.78	Per Liter	52.11	52.11
A. SCOPE OF WORKS > Fuel > Oil/ Lubricants > Other Supplies - Glass Cleaner - Car Freshner - Turtle Wax B. OTHER PROVISION B.1. Service Provider shall prepare bi-monthly billing statement and regular report including detailed transaction reports B.2. Minor repairs/ services such as change oil, tune-up, undercoating, cleaning and adjustment of hand brake, wheel and camber alignment, car aircon repair and other minor services relevant to the maintenance of the vehicles B.3. Odometer checking with each fuel purchase to calculate fuel consumption and monitoring C. CONTRACT DURATION AND SCHEDULE - January 1, 2022 to December 31, 2022 (12 months) D. TERMS OF PAYMENT D.1. Payment shall be computed at the actual consumption based on prevailing pump prices less applicable discounts (if any) D.2. Payment period is within thirty (30) days calendar days upon receipt of the complete & correct billing documents D.3. Proof of purchase shall be issued for every transaction D.4. Allows deduction of applicable withholding tax from monthly billing statement >>>> NOTHING FOLLOWS <<<<<				TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		
Approved Budget for the Contract: Pnp120,000.00				TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		
Page 1 of 1				TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		

Deliberated upon by the DSWD - BIDS COMMITTEE (DSWD-BAC) on 12/31/21 and recommends to be awarded to J.P. LUNA GAS SERVICE STATION as the lowest calculated and responsive bid

JAMUEL P. BALBABOCO
BAC Member

IMEE C. VILANUEVA
BAC Member

GENELIZA D. GABILAN
BAC Member

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BAC Vice Chairperson

SHEILA S. TAPIA
BAC Chairperson

PATRICK G. JARMIN
Alternate BAC Member

KHEEN MICHAEL G. SE
Alternate BAC Member

ANGELYN S. AGUNDO
Alternate BAC Member

Approved by:

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