

# CONTRACT AGREEMENT

(Procurement of fuel to be used for the service vehicles issued to Kidapawan City Division)

## KNOW ALL MEN BY THESE PRESENTS:

**THIS CONTRACT** is made and entered into this **24<sup>th</sup> day of February, 2023** in Kidapawan City, Province of North Cotabato, by and between:

**DEPARTMENT OF EDUCATION - KIDAPAWAN CITY DIVISION**, a schools division office under the Department of Education with office address at JP Laurel cor. Quirino Drive, Brgy. Poblacion, Kidapawan City, represented herein by its Schools Division Superintendent, **DR. NATIVIDAD G. OCON CESO VI**, hereinafter referred to as "**OWNER**",

-and-

**ZOGRIOTEKNIK RESOURCES INC.**, a domestic corporation registered under the Securities and Exchange Commission of the Republic of the Philippines with office address at P. 4, National Highway, Lanao, Kidapawan City, represented by its President, **MR. TRISTAN ADRIAN O. LICUDAN**, hereinafter referred to as "**SUPPLIER**"

## WITNESSETH:

**WHEREAS**, the **OWNER** conducted procurement activities for the Procurement of fuel to be used for the service vehicles issued to Kidapawan City Division through the Division Bids and Awards Committee duly posted with the Philippine Government Electronic Procurements Services (PhilGEPS) for small value procurement pursuant to Republic Act No. 9184 otherwise known as the Government Procurement Reform Act.

**WHEREAS**, the **SUPPLIER** submitted bidding documents during the opening of bids last February 16, 2023 and was found to have the Lowest Calculated and Responsive Bid (LCRB) pursuant to the Revised Implementing Rules and Regulations of RA 9184.

**WHEREAS**, the parties have entered into an Agreement effective February 24, 2023, for the purpose of establishing the terms and conditions under which the **SUPPLIER** would render services for the supply of fuel to be used for the service vehicles issued to Kidapawan City Division in the amount of **ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php 162,500.00)** for the period starting March 1, 2023 and ending on December 31, 2023.

**NOW THEREFORE**, in consideration of the foregoing premises, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in Conditions of Contract;
2. Contract duration or completion period is from March 1, 2023 until December 31, 2023;




3. The parties agree that the prevailing price of the fuel taken for the service vehicles shall be the basis for the monthly billing statement of the Owner which shall be deducted from the total amount of the Approved Budget of Contract (ABC);
4. The amount of liquidated damages (LD) deductible to payments, due to Supplier, shall be one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the contract for every day of delay. Owner shall rescind this Contract should the cumulate amount of LD reaches 10%, without prejudice to other courses of action and remedies open to it;
5. The Supplier hereby covenants with the Owner, to execute and comply with the supply of the projects and
6. The Owner hereby covenants to pay the Supplier in consideration of the execution and completion of the project and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and manner as prescribed by the Contract.
7. The Contract Price shall be paid to the Supplier through the Government Procedure subject to the payment provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR-A of Republic Act No. 9184.

**IN WITNESS WHEREOF**, the parties herein affixed their signatures on the date and place above written.


DepEd – Kidapawan City Division


Zogrioteknik Resource Inc.

  
**DR. NATIVIDAD G. OCON CESO VI**  
Schools Division Superintendent

  
**TRISTAN ADRIAN O. LICUDAN**  
President

Signed in the Presence of:

  
**DR. MEILROSE B. PERALTA**  
Asst. Schools Division Superintendent

  
**VENEMIE D. EMATA**  
(Supplier's Witness)

REPUBLIC OF THE PHILIPPINES ) S.S.  
Kidapawan City )

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for \_\_\_\_\_, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_ personally appeared:

	<b>RESIDENCE CERTIFICATE</b>
<b>NAME</b>	<b>Number Issued on Issued at</b>
1. <b>DR. NATIVIDAD G. OCON, CESO VI</b> Schools Division Superintendent DepEd-Kidapawan City Division	
2. <b>TRISTAN ADRIAN O. LICUDAN</b> President Zogrioteknik Resource Inc. P. 4, National Highway Lanao, Kidapawan City	

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

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023

