

FUEL PURCHASE AND SUPPLY AGREEMENT

JAN 03 2025



KNOW ALL MEN BY THESE PRESENTS:

This **FUEL PURCHASE AND SUPPLY AGREEMENT**, made and entered into by and between:

OFFICE OF THE OMBUDSMAN (VISAYAS), a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Department of Agriculture RO-7 Compound, M. Velez St., Guadalupe, Cebu City, represented by its Deputy Ombudsman for the Visayas, **DANTE F. VARGAS**, herein referred to as the "**CLIENT**".

- and -

LAPAZ PETRON SERVICE STATION, a private establishment duly organized and existing under the laws of the Philippines, with principal address at Luna Street, Lapaz, Iloilo City, herein represented by its Proprietor/General Manager, **TOMMY O. QUE**, and hereinafter referred to as the "**SUPPLIER**".

WITNESSETH; THAT-

WHEREAS, the **CLIENT** has a requirement for the Supply of Gasoline, Diesel, and Fuel ("FUEL") for all its motor service vehicles and generator for a period of One (1) year. Said procurement of fuel was included in the approved Annual Procurement Plan of the Office of the Ombudsman – Visayas, Area Office No. VI, Iloilo City for FY 2024.

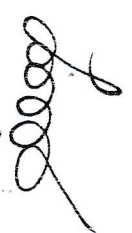
WHEREAS, the Bids and Award Committee of OMB-RO6, Iloilo City conducted a Negotiated Procurement through Direct Retail Purchase with the **SUPPLIER**, consistent with Section 61 of Republic Act No. 9184 and its Implementing Rules and Regulations and Government Procurement Policy Board Resolution No. 26-2019.

WHEREAS, the **SUPPLIER** is engaged in the business of supplying fuel and is capable and willing to supply the fuel needs of the **CLIENT** for all its service motor vehicles/generator.

WHEREAS, the **CLIENT**, after negotiation, wishes to purchase fuel from the **SUPPLIER**, which in turn, is desirous of supplying the fuel.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby enter into this Agreement under the following terms and conditions, as follows:

1. The **SUPPLIER** undertakes the supply of fuel to the **CLIENT** for a period of One (1) year to commence from **DECEMBER 1, 2024 to NOVEMBER 30, 2025**, unless extended/renewed in writing by both parties or cancelled or revoked in accordance with the Guideline on Termination of Contracts;



3. The prices applicable shall be the fuel pump prices indicated on the Price Board Directory of the **SUPPLIER** posted at the time of the actual withdrawal of fuel. The fuel pump price already includes all related taxes, fees and charges required by the government. The **SUPPLIER** holds the **CLIENT** free from liability for any and all taxes arising out of this transaction;
4. The **SUPPLIER** shall dispense fuel to the motor service vehicles/generator of the **CLIENT** in the following manner, and terms and conditions:
 - 4.1 The **CLIENT** officer or driver withdrawing fuel shall present the required approved Requisition and Issue Voucher, containing therein the name of the authorized officer/driver, Control Number, and the Plate Number of the vehicle and/or Property No. of the generator.
 - 4.2 The **SUPPLIER** shall not allow the withdrawal of fuel unless the Requisition and Issue Voucher is duly signed and approved by the authorized Officer/s of the **CLIENT** for the purpose of control. Upon the execution of this Agreement, the **CLIENT** shall furnish the **SUPPLIER** with the names of authorized signatories and/or alternate signatories and their specimen signature/s;
 - 4.3 It is the obligation of **SUPPLIER** or its duly designated representative to check and ensure that the signature/s of authorized signatories or alternate signatories in the Requisition and Issue Voucher presented to it for withdrawal of fuel bear the same signatures in the specimen signatures submitted by the **CLIENT**;
 - 4.4 The **CLIENT** shall also furnish the **SUPPLIER** with certified list of its authorized service motor vehicles, with details as to the Type of Vehicles, Plate Numbers, and the corresponding Type of Fuel Needed per vehicle;
 - 4.5 The **CLIENT** may increase or decrease the number of service motor vehicles/generator authorized to withdraw fuel from **SUPPLIER**, by submitting a written Notice signed by either the **CLIENT**'s Regional Director, and/or any authorized official;
 - 4.6 The mode of payment shall be charge account. The **CLIENT** shall pay the **SUPPLIER** its actual fuel consumption on a monthly basis upon submission of monthly billing statement. Payment shall be made preferably within thirty (30) days or at a practicable period.
 - 4.7 All details in the billing statements should be complete and accurate. It shall contain detailed information, such as but not limited to: (a) date of transaction; (b) vehicle plate number/generator brand/property number; (c) authorized driver; (d) quantity and amount of fuel withdrawn per transaction; (e) total amount;
5. The **SUPPLIER** shall complete the supply of fuel within the period agreed upon. Should it fail to satisfactorily deliver the fuel and/or perform the services within the period specified, the **CLIENT** shall, without prejudice to its other remedies under this Agreement deduct from the payment the liquidated

the supposed date of delivery/supply, the **CLIENT** shall have the option to terminate this Agreement;


6. To avert interruption in the crucial services covered by this Agreement, the **CLIENT** may extend the duration of this Agreement based on meritorious grounds, under the same terms and conditions stipulated in the original Agreement for a period which shall not exceed the allowable period for each extension as provided under the law;
7. The **SUPPLIER** shall not transfer or assign this Agreement, whether in whole or in part, without the prior written consent of the **CLIENT**; and
8. This Agreement contains all the covenants and stipulations agreed upon by the parties. No terms or conditions of this Agreement shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines and have hereunto affixed their signatures on this _____ day of _____, 2024 at Iloilo City/Cebu City.

OFFICE OF THE OMBUDSMAN

**LAPAZ PETRON SERVICE
STATION**

By:


DANTE F. VARGAS
Deputy Ombudsman for the Visayas


TOMMY O. QUE
Proprietor

SIGNED IN THE PRESENCE OF:


GAUDIOSO J. MELENDEZ
Assistant Ombudsman


HELEN C. BAYARAS

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Cebu) S.S.


BEFORE ME, a Notary Public for and in the City of Cebu, Philippines, this 4th day of November 2024, personally appeared:

Name	Government Issued ID	Expires On
DANTE F. VARGAS	Personally known	

and who represented to me that (i) the foregoing Service Contract of One (1) Year Supply of Fuel consisting of four (4) pages including the page where this Acknowledgment is written is integrally complete; and (ii) the signature appearing in the foregoing is voluntarily affixed by the above-mentioned individual for the purposes stated, and who declared that he executed the foregoing as his free and voluntary act and deed and the office he represents.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

Doc No. 71;
Page No. 96;
Book No. 1;
Series of 2024


ATTY. CARL DENNIS B. ZAMORA
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 062-22
VALID UNTIL DECEMBER 31, 2024
ROLL OF ATTORNEY NO. 83003
IBP NO. 378248
PTR NO. 7633816
MCLE COMPLIANCE NO: Admitted 2022
Initial Compliance until April 14, 2025
For and in the City of Cebu

ACKNOWLEDGEMENT

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

BEFORE ME, this OCT 29 2024 in the City of Iloilo, personally appeared the following who satisfactorily proven to me their respective identity through the following competent evidence of identity:

<i>Name</i>	<i>Identification Card presented with ID No./ Community Tax Cert. (Dte & Place Issued)</i>
TOMMY O. QUE	CTC 26221109 01/19/24 Iloilo City

and who represented to me that (i) the foregoing Fuel Purchase and Supply Agreement consisting of four (4) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntary act and deed and the corporations/offices they represent.

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

Doc. No. : 278
Page No. : 57
Book No.: I
Series of 2024.


ATTY. RONALD S. AMADOR

NOTARY PUBLIC
Commission No. 57 Until December 31, 2025
Roll of Attorney No. 65364
IBP Official Receipt No. 415596 / 01-10-2024 Pasig City
PTR No. 7279622 / 01/11/2024 Iloilo City
MCLE Compliance No. VI-0006323
Valid Until April 14, 2025