

Republic of the Philippines
DEPARTMENT OF ENERGY
3rd Floor Tolentino 2020 Bldg., Candelaria Ave.,
Ecoland, Matina, Davao City

**CY 2024 SERVICE AGREEMENT FOR THE PREVENTIVE MAINTENANCE
SERVICES OF ISUZU STAKE TRUCK SND 1121**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of APR 24 2024, 2024 by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Mindanao Field Office, with office address at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, represented herein by its Director for Mindanao Field Office, **NILO J. GEROCHE**, hereinafter referred to as the "**CLIENT**";

-and-

JTGO GASOLINE STATION a single proprietorship duly organized and existing under the laws of the Republic of the Philippines, with address at F. Corner Torres St. and J.P Laurel Avenue, Bajada, Davao City represented in this Act by **MS. JESSICA TAN GO** its Proprietress, hereinafter referred to as the "**CONTRACTOR**".

The **CLIENT** and **CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

WITNESSETH: That

WHEREAS, CLIENT is in need of a duly licensed company to provide motor vehicle preventive maintenance services for its assigned service vehicles;

WHEREAS, CONTRACTOR, being a duly licensed company, which provides motor vehicle repair and maintenance requirements of **CLIENT**;

WHEREAS, CONTRACTOR had submitted the lowest calculated and responsive bid for the said supply of preventive maintenance services.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the

[Handwritten signature]

1. **CONTRACTOR** agrees to provide the following services to **CLIENT**:

- 1.1 Shall provide duly licensed and experienced mechanic to evaluate, assess and monitor the scheduled preventive maintenance of the **CLIENT'S** service vehicle;
- 1.2 Shall conduct check-up for any worn-out parts that can be included before any services are rendered to provide an ideal recommendation that will ensure the safety worthiness of the vehicle;
- 1.3 Agrees to provide **CLIENT** with vehicle repair services with corresponding supply of Labor, Tools and Parts for the following services of the of Isuzu Utility Stake Truck SND 112:
 - a. Change Oil Servicing;
 - b. Change of Differential Oil;
 - c. Change of Transmission Oil
 - d. Refilling of Coolant
- 1.4 Actual services may vary depending on the vehicle's requirement during the given situation/condition with the provision of recommendation from the duly licensed and experienced mechanic. Thus, charges will be based on actual services rendered on the service vehicle.
- 1.5 Defective items/Back jobs found within 15 calendar days shall be replaced/facilitated by **CONTRACTOR** free of charge within 7 calendar days upon notification.
- 1.6 Perform repair and maintenance services during regular office hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.

2. For and in consideration of the services to be rendered under this Contract, **CLIENT** shall pay **CONTRACTOR** the amount of the actual services rendered during the transaction. The **CLIENT** shall pay the **CONTRACTOR** with the total contract price not to exceed **TWENTY NINE THOUSAND ONE HUNDRED SIXTY TWO PESOS ONLY (Php 29,162.00)** inclusive of all kinds of taxes, fees, charges and other legal exactions.

DESCRIPTION	QTY	UNIT	PRICE
CHANGE OIL SERVICING			
- Engine Oil, fully synthetic, 0W-40	8	Liter	7,090.00
- Oil Filter, C-528, Genuine	1	Piece	1,370.00
- Fuel Filter, FC-409, Genuine	1	Piece	300.00
- Air Filter, AC 6421, Genuine	1	Piece	1,350.00
- Engine Flushing Oil, R1 20W-40	4	Liter	688.00
<i>Includes the following Labor:</i>			

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TRANSMISSION OIL SERVICING			
- Transmission Oil, S2G 90	4	Liter	1,167.00
<i>Includes the following Labor:</i>			
1. Drain and replace Transmission Oil	1	Service	400.00
DIFFERENTIAL OIL SERVICING			
- Differential Oil, S2A 140	4	Liter	1,199.00
<i>Includes the following Labor:</i>			
1. Drain and replace Differential Oil	1	Service	400.00
REFILLING OF COOLANT			
1. Ready-Mixed Coolant	8	Liter	3,000.00

3. **CONTRACTOR** hereby agrees that there shall be no escalation of the Contract price during the term of this Contract. **CLIENT** shall pay **CONTRACTOR** at least two (2) weeks after receipt from **CONTRACTOR** of the corresponding invoices.
4. **CONTRACTOR** shall issue a transaction slip/receipt/invoice for the repair and/or replacement of worn out and defective parts of DOE-MFO vehicle or other related services are given to the **CLIENT**.
5. This Contract shall be effective beginning on April 2024 and shall continue in full force and effect until December 2024. In the event **CLIENT** is prevented from doing business due to war, civil commotion, strike and labor dispute among **CLIENT**'s employees, Acts of God, force majeure or any other cause beyond its control, this Contract shall be deemed suspended during the existence of any of the foregoing causes. Upon the termination or cessation of the force majeure condition, this Contract shall be deemed effective, and its duration extended for the time of suspension thereof, unless **CLIENT** terminates this Contract by reason of such force majeure causes by giving **CONTRACTOR** seventy-two (72)-hours prior written notice.
6. The **PARTIES** expressly agree that the services rendered herein are extremely vital to **CLIENT**, such that in the event of any cause or reason beyond the control of **CONTRACTOR**, such as strikes, lockouts or labor disputes among **CONTRACTOR**'s employees which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** seventy-two (72)-hours prior written notice;
7. **CLIENT** hereby reserves the right to rescind, terminate or abrogate this Contract with **CONTRACTOR** upon seventy-two (72)-hours prior written notice to the latter in any of, but not limited to the following instances:

- a) submission of falsified or forged license as well as other falsified documents and reports; and
 - b) breach by **CONTRACTOR** of its obligations and the terms and conditions under this Contract.
8. **CONTRACTOR** warrants that it or any of its officials or representatives, has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** or its officials or representatives have exerted or utilized any unlawful influence on any employee/office of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT**, at its discretion, to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CLIENT**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
9. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits, licenses and safety standards required by national and local authorities, or by civilian or military authorities, in order to continue operating legally;
10. Any taxes, duties, fees, charges, and all other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law;
11. All disputes arising between the **PARTIES** as to the interpretation, operation, or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply;
12. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Taguig City, Metro Manila or Davao City to the exclusion of other courts and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines;

Remedios

(0.1%) of the TCP per day of violation thereon exclusive of attorney's fee and cost of the suit in case of litigation;

14. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation this Contract shall be considered amended accordingly to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith; and

15. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.


IN WITNESS WHEREOF, the **PARTIES** hereto have signed this Contract in Davao City this _____ day of _____, 2024.

**DEPARTMENT OF ENERGY
(CLIENT)**

**JTGO GASOLINE STATION
(CONTRACTOR)**

By:

By:


NINO J. GEROCHE
Director
Mindanao Field Office


MS. JESSICA TAN GO
Proprietress

SIGNED IN THE PRESENCE OF:

HELEN C. ROLDAN
DOE Accounting


Jelo Li Davela Mirafuentes
Witness

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public in and for the _____ on this _____ day of
11 JUL 2024, 2024, personally appeared:

NIDO J. GEROCHE, with Taxpayer's Identification
No. **133-506-525** issued at Davao City, in his capacity
as Director for Mindanao Field Office of the
DEPARTMENT OF ENERGY.

-and-


MS. JESSICA TAN GO with
Driver's License: 102-09-010520 issued at Davao City in
her capacity as Proprietress of **JTGO GASOLINE
STATION**.

both known to me and to me known to be the same persons who executed the foregoing
instrument and they acknowledged to me that the same is their free and voluntary act and
deed and that of the office and corporation which they respectively represent, and that they
are duly authorized to sign the same.

This instrument refers to CY 2024 Contract for the Preventive Maintenance Services for
Isuzu Stake Truck SND 1121 by and between the Department of Energy and JTGO Gasoline
Station consisting of six (6) pages including this page on which this acknowledgement is
written and have been signed by the **PARTIES** and their instrumental witnesses and
stamped with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on
the date and at the place written above.

Doc No. 93 ;
Page No. 20 ;
Book No. 1 ;
Series of 2024.


ATTY. REMLE ANNE M. ESTACIO

Notary Public

Notarial Commission No. 2023-269-2024

valid until December 31, 2024

TIN 761-195-144 • Roll of Attorneys No. 76244

PTR No. 9426447 • Davao City • 01/04/2024

IBP OR No. 382276 • Pasig City • 12/30/2023

MCLE Compliance No. VIII-0002432; Valid until April 14, 2028