

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 FORD RANGER C2 A461**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of MAY 20 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 **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:

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

WHEREAS, the **CONTRACTOR** is a duly licensed company whose line of business involves the preventive maintenance of motor vehicles;

WHEREAS, the **CONTRACTOR** is a duly licensed company whose line of business involves the preventive maintenance of motor vehicles;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree, and by these

The **CONTRACTOR** agrees to provide the following services to the **CLIENT**:

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- 1.1 **Vehicle Maintenance Personnel.** Provision of duly licensed and experienced mechanics to evaluate, assess, monitor, and maintain the **CLIENT**'s scheduled preventive maintenance of its service vehicles;
 - 1.2 **Vehicle Check-Ups.** Conduct of check-up for any worn-out parts that can be included before any vehicle preventive maintenance services are rendered, in order to ensure the safety worthiness of the vehicle;
 - 1.3 **Change Oil Servicing and other Related Vehicle Repair and Maintenance Services.** Provision of vehicle repair and maintenance services with a corresponding supply of labor, tools, and parts for the following vehicle repair and maintenance services of the Mitsubishi Strada vehicle, with plate number C2A461:
 - a. Change Oil Servicing;
 - b. Change of Transmission Oil;
 - c. Change of Differential Oil;and
 - d. Refilling of Coolant;
 - 1.4 **Charges based on Actual Services Rendered.** The **CONTRACTOR**'s service charges towards the **CLIENT** shall be based on the actual services rendered on the service vehicle. Actual services may vary depending on the service vehicle's requirement during a given situation or condition, with the provision of recommendation from the **CONTRACTOR**'s duly licensed and experienced mechanic or vehicle maintenance personnel.
 - 1.5 **Charges based on Actual Services Rendered.** The **CONTRACTOR**'s service charges towards the **CLIENT** shall be based on the actual services rendered on the service vehicle. Actual services may vary depending on the service vehicle's requirement during a given situation or condition, with the provision of recommendation from the **CONTRACTOR**'s duly licensed and experienced mechanic or vehicle maintenance personnel
 - 1.6 **Replacement of Defective Items or Back Jobs.** Defective items or back jobs which are discovered by the **CLIENT** within fifteen (15) calendar days from the date of endorsement of a repaired/maintained service vehicle by the **CONTRACTOR** shall be replaced or facilitated by the **CONTRACTOR** within seven (7) calendar days upon notification, free of charge.

1.7 **Vehicle Repairs and Maintenance Schedule.** Rendering of vehicle repair and vehicle maintenance services during regular office hours (Mondays to Fridays, from 8:00 am to 5:00 pm).

2. For and in consideration of the services to be rendered under this Contract, the **CLIENT** shall pay the **CONTRACTOR** the amount commensurate to the actual services rendered by the **CONTRACTOR** in favor of the **CLIENT** during the transaction. The **CLIENT** shall pay the **CONTRACTOR** the following amount, inclusive of any and all kinds of taxes, fees, charges and other legal exactions. The **CLIENT** shall pay the **CONTRACTOR** with the total contract price not to exceed **SIXTY ONE THOUSAND SIX HUNDRED TWENTY THREE PESOS ONLY (Php 61,623.00).**

DESCRIPTION	QUANTITY	UNIT	PRICE
CHANGE OIL SERVICING			
- Engine Oil, fully synthetic, OW-40	8	Liters	7,120.00
- Oil Filter, O-407A, Genuine	1	Piece	405.00
- Fuel Filter, F-196, Genuine	1	Piece	625.00
- Air Filter, FAS 8640, Genuine	1	Piece	1,540.00
- Engine Flushing Oil, R1 20Q-40	4	Liters	680.00
<i>Includes the following Labor:</i>			
1. Change Engine Oil	1	Service	450.00
2. Replace Oil Filter	1	Service	
3. Replace Fuel Filter	1	Service	250.00
4. Replace Air Filter	1	Service	50.00
TRANSMISSION OIL SERVICING			
- Transmission Oil, S2A140	4	Liters	
<i>Includes the following Labor:</i>			1,495.00
1. Drain and Replace Transmission Oil	1	Service	
DIFFERENTIAL OIL SERVICING			
- Differential Oil, S2A 140	4	Liters	
<i>Includes the following Labor:</i>			1,528.00
1. Drain and Replace Differential Oil	1	Service	
REFILLING OF COOLANT			
- Ready-Mixed Coolant	8	Liters	3,000.00

3. The **CONTRACTOR** hereby agrees that there shall be no escalation of the Contract Price during the term of this Contract. The **CLIENT** shall pay the **CONTRACTOR** at least two (2) weeks after receipt from the **CONTRACTOR** of the corresponding invoices.
4. The **CONTRACTOR** shall issue a transaction slip/receipt/invoice for the repair, maintenance and/or replacement of worn out and defective parts of DOE – Mindanao Field Office service vehicles or other related services that are given to the **CLIENT**.

5. This Contract shall be effective beginning on May 2024 and shall be effective in full force and effect until 31 December 2024. In the event that the **CLIENT** is prevented from doing business due to the following **force majeure** events, such as but not limited to:

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- (a) acts of God;
 - (b) flood, fire, earthquake or explosion;
 - (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
 - (d) government order or law;
 - (e) actions, embargoes or blockades in effect on or after the date of this Agreement;
 - (f) action by any governmental authority;
 - (g) national or regional emergency;
 - (h) strikes, labor stoppages or slowdowns or other industrial disturbances involving the **CLIENT**;
 - (i) epidemic, pandemic or similar health emergencies;
 - (j) state of emergency; and
 - (k) other similar events beyond the reasonable control of the **CLIENT**;

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 shall be extended up to the extent of the duration of the suspension thereof, unless the **CLIENT** terminates this Contract by reason of such force majeure causes by giving the **CONTRACTOR** seventy-two (72) hours prior written notice.

6. The **PARTIES** expressly agree that the services rendered herein are extremely vital to the **CLIENT**, such that in the event of any cause or reason beyond the control of the **CONTRACTOR**, such as strikes, lockouts or labor disputes among **CONTRACTOR**'s employees which may otherwise disrupt or prevent the **CONTRACTOR** from performing or rendering the services herein, the **CLIENT** shall have the right to terminate this Contract by giving the **CONTRACTOR** seventy-two (72)-hours prior written notice;
7. The **CLIENT** hereby reserves the right to rescind, terminate, or abrogate this Contract with the **CONTRACTOR** upon seventy-two (72)-hours prior written notice to the latter in any of, but not limited to, the following instances:

b) breach by the **CONTRACTOR** of its obligations and the terms and conditions under this Contract.

8. The **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 the **CLIENT** to influence the decision regarding the awarding of this Contract, nor the **CONTRACTOR** or its officials or representatives have exerted or utilized any unlawful influence on any employee/office of the **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. The **CONTRACTOR** hereby agrees that any breach of these warranties shall be a sufficient ground for the **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 the **CLIENT**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
9. The **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 the **CONTRACTOR**. It is further understood that the **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to the **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 be resolved amicably. In case of failure, the 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;
13. In case of breach or violation of any terms and conditions of this Contract, the **CONTRACTOR** shall pay the **CLIENT** an equivalent amount of one-tenth of one

14. The **CONTRACTOR** is aware that the **CLIENT** is a government agency and as such, is subject to certain legal requirements and procedures not normally required of private corporations. The **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 the **CLIENT** to comply with such requirements. For its part, the **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** have hereunto signed this Contract in Davao, this ____th day of _____, 2024, at Davao City, Philippines.

**DEPARTMENT OF ENERGY
(CLIENT)**

**JTGO GASOLINE STATION
(CONTRACTOR)**

By:

By:


NILO J. GEROCHE
Director
Mindanao Field Office


JESSICA TAN GO
Proprietress

SIGNED IN THE PRESENCE OF:

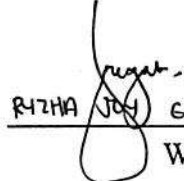

HELEN C. ROLDAN
DOE Accounting

OFF No. 01-24-06-178

Off Date: June 24, 2024

OFF No. 02-101101-2024-06-07724

P 240, 791. W


RITHA JOY GALO - NRE SUPERVISOR
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.

DAVAO CITY)

BEFORE ME, a Notary Public in and for the City of Davao, personally appeared the following persons, with their respective competent evidence of identity, to wit:

NILO 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-

JESSICA TAN GO with Driver's License: L02-09-010520 issued at Davao City in her capacity as Proprietress of **JTGO GASOLINE STATION**.

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

This instrument refers to the **CY 2024 Contract for the Preventive Maintenance Services for FORD RANGER C2 A461**, duly executed by and between the Department of Energy – Mindanao Field Office, and JTGO Gasoline Station consisting of seven (7) pages including this page on which this acknowledgement is written. Pages 1 to 5 of this instrument are signed by the **PARTIES** and their instrumental witnesses on the left margin thereof. Page 6 is signed at the corresponding spaces provided for the Parties and their instrumental witnesses, and Page 7 is sealed with my notarial stamp and seal.

WITNESS MY HAND AND SEAL this _____ day of 01 JUL 2024, 2024 at Davao City, Philippines.

Doc No. 95 ;

Page No. 20 ;

Book No. 1 ;

Series of 2024.

ATTY. REMEE 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