



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
 DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, West Triangle, Quezon City
<http://www.dilg.com.ph>

DILG CENTRAL OFFICE BIDS AND AWARDS COMMITTEE (COBAC)
NOTICE TO PROCEED

ROY JIMENEZ
Authorized Representative
PHOENIX PETROLEUM PHILIPPINES, INC.
 Stella Hizon Reyes St., Brgy. Pampanga
 Buhangin, Davao City

Mr. Jimenez:

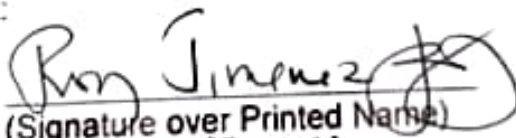
The attached Contract (CN No. 2020-061) having been approved, notice is hereby given to you for **PHOENIX PETROLEUM PHILIPPINES, INC.** that work may proceed for the **Procurement of Fuel Fleet Card System for FY 2020 under COBAC IB No. 001 (G) s. 2020 (EPA)**. Upon receipt of this notice, you are responsible for delivering the goods and/or performing the services under the terms and conditions of the CN and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing on the space provided below. Retain one copy and return the other to the COBAC Secretariat, 23rd Floor, DILG-NAPOLCOM Center.

Very truly yours,


EPIMACO V. DENING III, CPA, MBA
Undersecretary for Operations

CONFORME:

By : 
 (Signature over Printed Name)
 Date : May 27, 2020

Contract Agreement Form

KNOWN ALL MEN BY THESE PRESENT:

THIS AGREEMENT made and entered into this day of ^{MAY 27 2020} 2020,
by and between

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT (DILG) - GENERAL SERVICES DIVISION, ADMINISTRATIVE SERVICE**, with principal office address at 23rd Floor, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, West Triangle, Quezon City, Philippines, represented by **ESTER A. ALDANA, CESO II, Assistant Secretary for Administration, Finance, and Comptrollership**, hereinafter referred to as "the ENTITY";

and

PHOENIX PETROLEUM PHILIPPINES, INC., with business address at Stella Hizon Reyes Road, Barrio Pampanga, Davao City, represented by **ROY JIMENEZ, General Manager for Commercial Business**, hereinafter referred to as "the SUPPLIER";

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Fuel Fleet Card System for FY 2020 under COBAC IB No. 001 (G) s. 2020 (EPA)** and accepted the Supplier's offer as the winning bid for the supply of those goods and services in the sum of **One Million, Three Hundred Twenty-Eight Thousand, Nine Hundred Seventy-Six Pesos (Php 1,328,976.00)** (hereinafter called "the Contract Price");

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall each have the same meaning as referred to in Annex D, General Conditions of Contract.
2. The following documents shall be deemed to form, and be read and construed as, part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation (Annex "A");
 - (b) the Schedule of Requirements (Annex "B");
 - (c) the Terms of Reference (Annex "C");
 - (d) the General Conditions of Contract (Annex "D");
 - (e) the Special Conditions of Contract (Annex "E");
 - (f) the Performance Security (Annex "F"); and
 - (g) the Entity's Notice of Award (Annex "G").
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner indicated in the Terms of Reference

5. Either party may terminate this Contract for any clause upon a written notice to the other party for at least thirty (30) days prior to the date of termination as provided herein

This Contract may be preterminated upon written agreement of the parties or may be preterminated on any of the following grounds, provided that a period of five (5) calendar days from notice should be given to the party before the said termination:


- a) Occurrence of fraudulent practices
- b) Force majeure
- c) Contravention of the tenor of this Contract by either or both parties

6. This Contract shall be effective upon signing by the parties hereof.

IN WITNESS whereof, the parties hereto have caused this Agreement and executed the same in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the ENTITY:

For the SUPPLIER:


ESTER A. ALDANA, CESO II
*Assistant Secretary for Administration,
 Finance, and Comptrollership*


ROY JIMENEZ
*General Manager
 for Commercial Business*

SIGNED IN THE PRESENCE OF:

FUNDS AVAILABLE:


SARA JANE M. CEREZO
Director, Financial Management Service (FMS) 
 10000000000000000000 2/17/2020

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the City / Municipality of QUEZON CITY,
 personally appeared:

NAME	GOV'T ISSUED ID	DATE/PLACE ISSUED
ESTER A. ALDANA, CESO II		
ROY JIMENEZ	DL No. N16-83-0324 3A	

Known to me to be the same persons who executed the foregoing Contract Agreement Form, the said instrument consisting of three (3) pages, including the page on which this acknowledgment is written, signed in each and every page thereof by the parties and their witnesses, and acknowledged to me that the same are their free act and voluntary deed.

WITNESS MY HAND AND SEAL on this day of MAY 27 2020 2020, at
QUEZON CITY, Philippines.

NOTARY PUBLIC

Doc. No. 41
 Page No. 83
 Book No. 126
 Series of 2020

ATTY. JASON G. DE BELEN
 Roll No. 36259
 Adm. No. NP-019 Notary Public (2020-2021)
 Unit M Panay Commercial Building
 No. 7 Panay Ave. cor. Sgt. Bernardino St. Q.C.
 IBFAR No. 13134005, QC 1-2-2020
 PTR No. 4200000, QC 1-2-2020
 MCLE VI-0022012, 4-14-22

AS GSD BACSEC X4
 JJJ EAV LBC DGL /P/

