

*NTP No. 2023-07-068*

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

**CY 2023 SERVICE AGREEMENT FOR THE PREVENTIVE MAINTENANCE  
SERVICES OF MITSUBISHI STRADA SAB 7076**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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 3<sup>rd</sup> 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 repair and 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 mutual covenants and stipulations herein below set forth, the **PARTIES** herein have agreed, as they do hereby agree as follows:

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 repair and maintenance of the **CLIENT**;
  - 1.2 Shall conduct general check-up for any worn-out parts including under chassis components and 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 Spare parts for the following services of the of Toyota Grandia vehicle with plate number P7J572:
    - a. Change Oil Servicing;
    - b. Change of Differential Oil;
    - c. Change of Transmission Oil;
  - 1.4 **CLIENT** may allow choosing from the above given list of services the vehicle/s require/s during a 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** at no cost 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 latter shall pay the former 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 THOUSAND PESOS (Php 60,000.00)**.

DESCRIPTION	QUANTITY	UNIT	PRICE
<b>CHANGE OIL SERVICING</b>			
- Engine Oil	8	Liter	<b>7,035.00</b>
- Oil Filter	1	Piece	<b>405.00</b>
- Fuel Filter	1	Piece	<b>625.00</b>
- Air Filter	1	Piece	<b>1,540.00</b>

*Handwritten signature*

- Engine Flushing Oil	4	Liter	680.00
- Engine Coolant	1	Liter	3,000.00
<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	100.00
5. Replace Engine Coolant	1	Service	300.00
<b>TRANSMISSION OIL SERVICING</b>			<b>1,495.00</b>
- Transmission Oil	4	Liters	
6. Drain and replace Transmission Oil	1	Service	
			<b>1,528.00</b>
<b>DIFFERENTIAL OIL SERVICING</b>			
-Differential Oil	4	Liters	
7. Drain and replace Differential Oil	1	Service	

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 1 July 2023 and shall continue in full force and effect until 31 December 2023. 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. **CONTRACTOR** is an independent business organization and all its servicemen assigned to perform the required services herein shall be deemed to be employees of **CONTRACTOR**, and in no case shall be deemed to be employees of **CLIENT**. Should any of the servicemen assigned to perform the required services shall commit any act which may prejudicial to the interest of **CLIENT** or be found to be incompetent or negligent in the performance of their functions, **CONTRACTOR** shall immediately discharge or replace the servicemen concerned.

7. 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;
8. **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.
9. It is expressly agreed upon that in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, money and/or accounts receivable which are in control and possession of **CLIENT** that may be due or owing to **CONTRACTOR**.
10. **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;
11. **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;

12. 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;
13. 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;
14. 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;
15. In case of breach or violation of any terms and conditions of this Contract, **CONTRACTOR** shall pay **CLIENT** an equivalent amount of One Tenth of One Percent (0.1%) of the TCP per day of violation thereon exclusive of attorney's fee and cost of the suit in case of litigation;
16. **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 so as 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 \_\_\_\_\_, 2023.

**DEPARTMENT OF ENERGY  
(CLIENT)**

**JTGO GASOLINE STATION  
(CONTRACTOR)**

By:


By:

  
**NILO J. GEROCHES**  
Director  
Mindanao Field Office

  
**JESSICA TAN GO**  
Proprietress

**SIGNED IN THE PRESENCE OF:**

**HELEN C. ROLDAN**  
OIC, Accounting Division

  
\_\_\_\_\_  
Witness

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public in and for the \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

**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 \_\_\_\_\_ issued at \_\_\_\_\_ in his 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 2023 Contract for the Preventive Maintenance Services for Ford Ranger Mitsubishi Strada SAB 7076 by and between the Department of and JTGO Gasoline Station consisting of seven (7) 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. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023.

