

CONTRACT AGREEMENT FOR

Republic of the Philippines  
Department of Public Works and Highways  
Negros Occidental 3rd District Engineering Office  
Kabankalan City, Negros Occidental

PROCUREMENT OF FUEL FOR USE IN THE REPAIR AND MAINTENANCE OF  
NATIONAL ROADS AND BRIDGES, DPWH, NEGROS OCCIDENTAL 3RD  
DISTRICT ENGINEERING OFFICE, KABANKALAN CITY, NEGROS OCCIDENTAL.  
(25GRC0006)

SUPPLY CONTRACT  
(For Goods/Equipment)

KNOW ALL MEN BY THESE PRESENTS:

This Supply Contract made and entered into this JUL 28 2025 at  
Kabankalan City, Negros Occidental, Philippines,

by and between

The Government of the Republic of the Philippines through the **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**, a government agency performing governmental functions of the Republic of the Philippines, with office address at So. Mojon, Brgy. 1, Kabankalan City, Negros Occidental represented herein by **SAGOSARA D. CAPAL**, District Engineer, hereinafter called the "**DPWH**".

-and-

**C.A.L.M. PETRON GASOLINE STATION**, a corporation duly organized under and by virtue of the laws Republic of the Philippines, with office address at J.Y. PEREZ Highway, cor. Guanzon St., Kabankalan City, Negros Occidental represented herein by its **Manager, MAELEANOR A. CONCEL** hereinafter called the "**SUPPLIER**."

WITNESSETH

WHEREAS, the **DPWH** invited Bids for the **25GRC0006 – PROCUREMENT OF FUEL FOR USE IN THE REPAIR AND MAINTENANCE OF NATIONAL ROADS AND BRIDGES, DPWH, NEGROS OCCIDENTAL 3RD DISTRICT ENGINEERING OFFICE, KABANKALAN CITY, NEGROS OCCIDENTAL** has accepted the Bid of the **SUPPLIER** for the supply and delivery of:

C.A.L.M. PETRON GASOLINE STATION

By:   
MAELEANOR A. CONCEL  
Manager

  
TERRY J. BARABA  
(Witness)

  
NIKLAUS D. SURAGA  
Accountant II  
(Witness)

" Subject to E.O. 91, s. 2019"

Government of the Philippines  
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)

By:   
SAGOSARA D. CAPAL  
District Engineer

**PROCUREMENT OF FUEL FOR USE IN THE REPAIR AND MAINTENANCE OF  
NATIONAL ROADS AND BRIDGES, DPWH, NEGROS OCCIDENTAL 3RD DISTRICT  
ENGINEERING OFFICE, KABANKALAN CITY, NEGROS OCCIDENTAL**

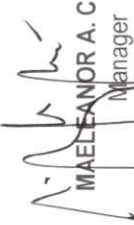
Quantity	Unit	Item Description	Unit Cost	Total Cost
10000	liters	Gasoline (XCS)	73.85	<b>738,500.00</b>
10342	liters	Diesel (Diesel Max)	67.70	<b>700,153.40</b>
<b>Total</b>				<b>1,438,653.40</b>

In the sum of **One Million Four Hundred Thirty Eight Thousand Six Hundred Fifty Three Pesos and 40/100 (1,438,653.40)** hereinafter called the "**Contract Price.**"

**NOW THEREFORE**, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties here to have agreed, as follows:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract referred to.
- 2.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) 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
  - (b) Production/Delivery Schedule
  - (c) Technical Specifications
  - (d) General Conditions of Contract
  - (e) Special Conditions of Contract
  - (f) Performance Security
  - (g) Notice of Award
4. In the consideration of the payments to be made by the **DPWH** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with conformity in all respects with the provisions of the Contract.
5. That the DPWH hereby covenants to pay the SUPPLIER in consideration of the provision of goods at the unit prices agreed in the Tender, at the time and in the manner prescribed and it is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the SUPPLIER will be made only for actual quantities of items taken and accepted by DPWH on a monthly basis.
6. Inasmuch as fuel prices tend to be unpredictable wherein it may either go up or down from day to day/weeks, the basis in computing the unit cost per liter for payment shall be the pump price during the period the fuel has been taken which would ultimately affect the total quantities withdrawn from the gas station provided that the total accumulated cost shall not exceed the total contract cost;
7. The implementation of this Contract is subject to the Provisions of Executive Order No. 91 – Adopting the Cash Budgeting System beginning Fiscal Year 2019, and for Other Purposes

C.A.L.M. PETRON GASOLINE STATION

By:   
MAELEANOR A. CONCEL  
Manager

By:   
TERRY J. BARABA  
(Witness)

By:   
NIKLAUS P. SURAGA  
Accountant II  
(Witness)

By:   
SAGOSARA B. CAPAL  
District Engineer

" Subject to E.O. 91, s. 2019"

a. Section 1 - Adoption of the Cash Budgeting System effective January 1, 2019 with the following directives:

i. All authorized appropriations shall be available for obligation and disbursement only until the end of each Fiscal Year (FY);

ii. Obligations incurred by the National Government within each FY shall be implemented during the same FY.

iii. Payments for obligations incurred shall be made until the end of the extended payment period (EPP), which shall be three (3) months after the end of the validity of appropriations against which they were obligated, unless another period has been determined by the Department of Budget and Management (DBM), upon consultation with relevant agencies.

b. Section 2- Reversion of Unexpended Balances of Appropriation - Any unreleased appropriations and unobligated allotments at the end of the FY, as well as unpaid obligations and undisbursed funds at the end of the EPP shall revert to the National Treasury and shall not thereafter be available for expenditure, except for subsequent legislative enactment."

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**DEPARTMENT OF PUBLIC  
WORKS AND HIGHWAYS**

By:

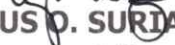
  
**SAGOSARA D. CAPAL**  
District Engineer

**SUPPLIER**

By:

  
**MAELEANOR A. CONCEL**  
Manager

**SIGNED IN THE PRESENCE OF:**

  
**NIKLAUS O. SURiaga**  
Accountant II  
Subject to E.O. 91, s. 2019"

  
**TERRY J. BARABA**  
Witness - Supplier



## ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the KABANKALAN CITY personally appeared **SAGOSARA D. CAPAL, District Engineer**, representing the **REPUBLIC OF THE PHILIPPINES** (Department of Public Works and Highways), with **Tax Identification Number 920-235-307** and **MAELEANOR A. CONCEL, Manager** representing **C.A.L.M. Petron Gasoline Station** with **Driver's License No. MO1-98-059538** same persons who executed the foregoing **CONTRACT and AGREEMENT** and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consisting of four (4) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this JUL 28 2025 day of \_\_\_\_\_.

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Page No. 90  
Book No. 1  
Series of 2025

**ATTY. VICENTE T. SARAYGAY JR.**  
Notary Public  
January 15, 2025 until December 31, 2026  
For the Cities of Kabankalan & Sipalay &  
Municipalities of Ilog, Candoni, Cauayan and Hinoba-an  
Notarial Commission No. 2024-010  
PTR NO. 3637088 - 01/02/2025  
IBP NO. 246071 - 07/21/2022  
ROLL NO. 14506  
MCLE EXEMPTION NO. VI-000070  
Door 6 Goldrake Bldg., Highway to Mabinay, Brgy. 4,  
Kabankalan City, Negros Occidental 6111

" Subject to E.O. 91, s. 2019"

**NIKLAUS D. SURIAGA**  
Accountant II  
(Witness)

Government of the Philippines  
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)  
By: **SAGOSARA D. CAPAL**  
District Engineer

**TERRY J. BARABA**  
(Witness)

By: **MAELEANOR A. CONCEL**  
Manager