



Republic of the Philippines  
**Department of Education**  
 REGION X – NORTHERN MINDANAO  
**SCHOOLS DIVISION OF OZAMIZ CITY**

**CONTRACT**

**SUPPLY AND DELIVERY OF GASOLINE AND DIESEL PRODUCTS FOR  
 THE DEPARTMENT OF EDUCATION DIVISION OF OZAMIZ CITY FOR YEAR 2025**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF EDUCATION DIVISION OF OZAMIZ CITY**, a government agency created by virtue of Republic Act 9155 with office address at IBJT Compound, Barangay Carangan, Ozamiz City, Philippines, duly represented by **NIMFA R. LAGO**, Schools Division Superintendent, hereinafter referred to as the **ENTITY**;

-and-

**ELIM AGRIBUSINESS VENTURERS, INC.**, an enterprise, duly organized, registered and existing under and by virtue of the Philippine Laws, with principal address at Circumferential Road, Brgy. Aguada, Ozamiz City, Philippines, represented by its Proprietor, \_\_\_\_\_ herein referred to as the **"SUPPLIER"**.

**WITNESSETH:**

**WHEREAS**, the Revised Implementing Rules and Regulations, hereinafter called the IRR, is promulgated pursuant to Section 75 of Republic Act No. (R.A.) 9184 otherwise known as the Government Procurement Reform Act, for the purpose of prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines (GOP);

**WHEREAS**, the provisions of the IRR are in line with the commitment of the GOP to promote good governance and its effort to adhere to the principle of transparency, accountability, efficiency and economy in its procurement process. It is the policy of the GOP that procurement of infrastructure projects, goods and consulting services shall be

Representative: CHARLEIN T. LIM  
 Contractor

HOPE:  
 NIMFA R. LAGO, PhD, CESO VI  
 Assistant Schools Division Superintendent  
 OIC-Office of the Schools Division Superintendent



Address: IBJT Compound, Carangan, Ozamiz City  
 Telephone No: (088) 545-09-88  
 Telefax: (088) 545-09-90  
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competitive and transparent, and therefore shall go through public bidding, except as provided in the IRR;

**WHEREAS**, the **SUPPLIER** was considered as the Lowest Responsive Bidder;

**NOW THEREFORE**, for and in consideration of the above premises, the parties hereby agree, covenant and stipulate the following;

**TERMS AND CONDITIONS:**

1. The **“SUPPLIER”** shall supply **TWO THOUSAND FOUR HUNDRED TWELVE (2,412) LITERS** of gasoline/diesel to the **ENTITY** for its service vehicles with an average of **TWO HUNDRED SEVENTY-FIVE (275) LITERS** per month, particularly;
 

i. TOYOTA INNOVA	P5U620
ii. SUZUKI MULTICAB	SJJ596
iii. MITSUBISHI STRADA	B6R191
iv. TOYOTA HI-ACE VAN	P5U620
2. The total consideration of this contract for Calendar Year (C.Y.) 2025 is **ONE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED TWENTY PESOS AND 24/100 ONLY (PHP 135,120.24)**. This shall be paid by the **“ENTITY”** every month depending on its actual consumption, based on the current and actual selling price of these products, inclusive of tax;
3. This Contract will commence on **JANUARY 1, 2025** and will end on **DECEMBER 31, 2025**;
4. This Contract cannot be pre-terminated by either party without just and valid causes;
5. The **“SUPPLIER”** shall not be in default under this contact for any delay in the delivery of gasoline/diesel products for the **“ENTITY”** caused by force majeure or fortuitous event, provided that the **“SUPPLIER”** informs the **“ENTITY”** in writing of such delay within five (5) days after the occurrence of such delay. Upon receipt of such notice of delay, the **“ENTITY”** shall promptly ascertain the facts and extent of such delay. The decision of the **“ENTITY”** shall be binding upon the **“SUPPLIER”**

Representative: *Chairen I. Lim*  
 Contractor

NIMFA R. LAGO, PhD, CESO VI  
 Assistant Schools Division Superintendent  
 OIC-Office of the Schools Division Superintendent

HOPE:



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6. Any dispute, controversy or claim arising out or relating to this Agreement, or the breach, termination or invalidation thereof shall be settled by arbitration in accordance with the PDRCI Arbitration Rules in force at the time of the commencement of the arbitration.

**IN WITNESS WHEREOF**, the parties have hereto affixed their signatures this \_\_\_\_\_ day of 20 23 2024, 20\_\_\_\_ at Ozamiz City, Philippines.

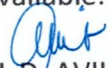
  
 CHAIREIN T. LIM

Proprietor/Manager  
 Elim Agribusiness Venturers, Inc.  
*(for the Contractor)*

  
 NIMFA R. LAGO, PhD, CESO VI


Assistant Schools Division Superintendent  
 OIC-Office of the Schools Division Superintendent  
 DepEd, Division of Ozamiz City  
*(for the Entity)*

Funds Available:

  
 MARICEL D. AVILA, CPA  
 Accountant III

Witnesses:

  
 DIONESIO L. LIWAGON, JR., CESE  
 OIC-ASDS/BAC Chairman

  
 ATTY. VINCENT SHELDON A. ZABALA  
 Division Attorney



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REPUBLIC OF THE PHILIPPINES)  
 City of Ozamiz) S.S.

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public in and for City of Ozamiz, this \_\_\_\_\_  
 day of 23 DEC 2024, 20\_\_\_\_ personally appeared:

1. NIMFA R. LAGO ID No. PRC - 0240020
2. CHAIREIN T. LIM ID No. K04 - 05 - 001427

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a **CONTRACT** consisting of four (4) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

**ATTY. DANIEL C. LAG**  
 Notary Public  
 For the City of Ozamiz and the  
 Province of Misamis Occidental  
 Until December 31, 2025  
 Notarial Commission No. 2023-12  
 PTR No. 5242547 A-01/0' 2024-Ozamiz City  
 IBP No. 02373 (Lifetime)  
 TIN - 135-323-064  
 Roll No. 29112

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