

**CONTRACT AGREEMENT**  
**(Contract ID. No. 3-2024-12 )**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract Agreement (the "Agreement") is entered into by and between:

The **CITY OF TANGUB**, a local government unit organized and existing by virtue of its Charter under Republic Act No. 5131 and Republic Act No. 7160, otherwise known as the Local Government Code of 1991, with seat of government at City Hall, Barangay 1, Tangub City, Misamis Occidental, represented in this particular act by its City Mayor, **HON. SABINIANO S. CANAMA**, acting through City Resolution No. 3-2024-03, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

**SECLOT ENTERPRISES** a duly recognized company and operating under the laws of the Philippines with its principal office located at Tangub City, represented herein by its Authorized Representative, **JOENELL R. SECLOT**, hereinafter referred to as the "**SERVICE PROVIDER**";

**WITNESSETH: That—**

**WHEREAS**, the **PROCURING ENTITY** is a lawful registered owner of a number of motor vehicles, which assigned to, and being used by its officers and employees in carrying out its official functions;

**WHEREAS**, the **SERVICE PROVIDER** is a full service gasoline station duly accredited to sell various kinds of petroleum products;

**WHEREAS**, for reason of practicality, convenience of its location and can offer on account purchases to the **PROCURING ENTITY**, the procurement of online subscription database has been awarded by the Bids and Awards Committee to the **SERVICE PROVIDER**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and by mutual covenants and stipulations set forth, the parties hereby agreed as do hereby agree that:

1. The **PROCURING ENTITY** has the necessary appropriation under its budget to cover the expenses for the procurement of petroleum products of its official vehicles;

2. The **SERVICE PROVIDER**, during the term of this agreement shall continuously provide and supply the **PROCURING ENTITY** with specified online subscription database as stated in duly executed and signed Purchase Order Slip, sample copy of which is hereto attached as Annex "A" and forms part of this Agreement, to be presented by any authorized representative of the **PROCURING ENTITY**;

3. The **SERVICE PROVIDER** shall rely upon the genuineness of the signatures of those authorized to purchase fuel products in the name of the **PROCURING ENTITY**, and shall have no obligation to investigate beyond the signatures submitted by the **PROCURING ENTITY** and the latter recognizes that the sales staff of the **SERVICE PROVIDER** are not technical experts in the appreciation of signatures and therefore, the **PROCURING ENTITY** shall honor all purchase made by its representatives through its official Purchaser Order Slip;

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4. The SERVICE PROVIDER shall provide the PROCURING ENTITY a credit accommodation for Thirty (30) days. Billing shall be made every 30th of the Month. The Statement of Account shall be sent together with the original invoices. Full payment of the billed account shall be made after fifteen (15) days from receipt of the statement of account;

5. Payment to the SERVICE PROVIDER shall be at the Retail Pump Price pursuant to Government Procurement Policy Board Resolution No. 05-2018.

6. The Statement of Account will be considered received, correct and incontestable unless due notice to the contrary is received by the SERVICE PROVIDER in writing within seven (7) days from receipt of statement;

7. This Agreement shall take effect upon the signing of the parties and shall remain full force effective until the Approved Budget for Contract Contract ID. No. 3-2024-12 in the amount of **Four Hundred Twenty-Eight Thousand Eight Hundred Fifty Pesos (P428,850.00)** shall have been consumed.


8. Monthly actual fuel usage to be paid within fifteen (15) working days upon receipt of Statement of Accountant (SOA) or Sales Invoice (SI)

IN WITNESS WHEREOF, parties herein above named affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Tangub City, Misamis Occidental

**LOCAL GOVERNMENT UNIT OF  
TANGUB CITY**  
Procuring Entity  
Represented by:


**SECLOT ENTERPRISES**  
Service Provider  
Represented by:

**HON. SABINIANO S. CANAMA**  
City Mayor

  
**Joenell R. Secot**  
Manager

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

  
\_\_\_\_\_

Republic of the Philippines )  
Province of Misamis Occidental ) S.S  
City of Tangub ) )

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public of Tangub City, Province of Misamis Occidental, personally appeared:

NAME	CTC Details	Competent ID
Hon. Sabiniano S. Canama		

known to me to be the same persons who executed the foregoing document referring to the CONTRACT AGREEMENT consisting of THREE (3) pages including this page in which the acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ at Tangub City, Misamis Occidental.

Doc. No. 117;  
Page No. 11;  
Book No. XXXV;  
Series of 2024.

**ATTY. DANIEL C. LAC**  
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-01/05/2024-Ozamiz City  
IBP No. 02373 (Lifetime)  
TIN-135-323-064  
Roll No. 29112