

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered this 5<sup>th</sup> day of January, 2021 at PhilRice Negros Station, Cansilayan, Murcia, Negros Occidental, Philippines, by and between:

The **PHILIPPINE RICE RESEARCH INSTITUTE**, a government corporation, established by virtue of Executive Order No. 1061 dated November 5, 1985, as amended with Central Experiment Station at Maligaya, Science City of Munoz, Nueva Ecija, represented herein by its Branch Director, **GERARDO F. ESTOY JR., PhD.**, and hereinafter to as **PHILRICE**.

-and-

The **GG AND I OIL AND LUBRICANTS TRADING**, hereinafter referred to as "**CALTEX**", a gasoline station organized and existing under Philippines Laws with principal address at Mabini-Hernandez St., Brgy. 38, Bacolod City, represented herein by the owner/proprietor, **IRENE T. BAYONETA**.

**GG & I OIL AND LUBRICANTS TRADING** and the **CUSTOMER** are hereafter collectively referred to as "**PARTIES**".

### WITNESSETH:

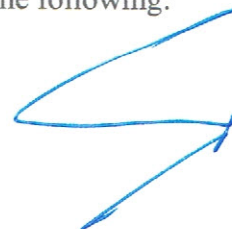
**WHEREAS**, GG & I OIL AND LUBRICANTS TRADING is a petroleum company that is engaged in the business has the ability to Supply and Delivery of Fuel (Diesel and Gasoline) and Lubricants for the year 2021 requirement in total amount of **ONE MILLION ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED TWENTY-NINE AND 96/100 (1,126,729.96)**: needed of the customer in the conduct of their activities.

1. 1 Lot Supply and Delivery of Fuel
  - A. Diesel
  - B. Gasoline
2. 48 Gallon Motor Oil (diesel)
3. 48 Gallon Hydraulic Oil
4. 48 Gallon UDT3 Oil
5. 12 Quart Brake Fluid
6. 8 Bottle Motor Oil (Diesel), 1lit/bottle
7. 63 Bottle Motor Oil (Gasoline), 1lit/bottle

**WHEREAS**, the CUSTOMER is a Government Owned and controlled Corporation and is in need of an efficient, reliable, continuous and steady supply of petroleum products such as Gasoline, Diesel and Lubricants for the use of PhilRice vehicles and equipment on farm operations.

**NOW THEREFORE**, for and in consideration of the foregoing premises, and of the terms and conditions hereunder set forth both parties have agreed on the following:

  
Page 1 of 4



1. This Contract of Agreement shall be effective from January 2021, and shall automatically terminate on December 31, 2021 for the Supply and Delivery of Fuel subject to renewal upon mutual agreement of the parties. It may be terminated or suspended anytime during its duration, by any of the parties, for any reason whatsoever, subject to a 24-hr advance notice.
2. The Service Provider shall deliver the lubricants fully stated at Items No, 2,3,4,5,6,7 within Fifteen (15) days upon the effectivity of contract and upon the received of Notice to Proceed.
3. The Service Provider shall load only to the vehicles indicated in the contract and no excess shall be allowed outside the maximum allocations.
4. The Service Provider shall be responsible in the dispensing fuel and making available at all times for the period of one (1) year.
5. A transaction slip/receipt/ invoice shall be issued every time fuel is withdrawn.
6. The Statement of account should be accurate with the receipt/invoice issued by the service provider.
7. Service provider shall deliver to PhilRice whenever necessary without delivery charge (for Agri machine/drumming order).
8. PhilRice shall provide an approved vale slip upon refueling of the vehicle with approved trip ticket.
9. The service provider shall base its price of Fuel base on the current prevailing pump price, for Valet and drumming order.
10. The CUSTOMER shall settle its weekly obligations within 30 days after each statement of account is served.
11. The CUSTOMER agrees to pay in full all outstanding charges appearing on the monthly Statement of Account on or before the indicated payments due date.


 **IN WITNESS WHEREOF**, the parties hereunto affixed their signature on the date and place above written.

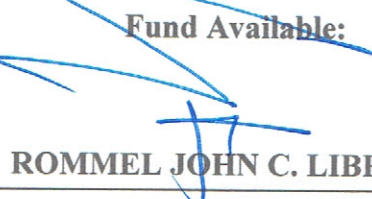
  
Page 2 of 4



  
mabry

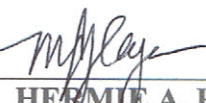
  
\_\_\_\_\_  
**IRENE T. BAYONETA**  
Owner/ Proprietor

  
\_\_\_\_\_  
**GERARDO F. ESTOY Jr., Ph.D.**  
Branch Director

  
\_\_\_\_\_  
**ROMMEL JOHN C. LIBRODO**  
Accountant II

Signed in the presence of:

  
\_\_\_\_\_  
**MARICRIS . CABANAYAN**  
Admin Officer III

  
\_\_\_\_\_  
**HERMIE A. PAJARILLO**  
Farm Superintendent



ACKNOWLEDGMENT

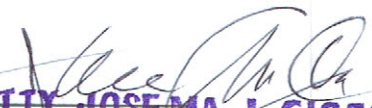
Republic of the Philippines  
Province of \_\_\_\_\_

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, Philippines, the contracting parties with their community tax certificates:

Name	Gov't Issued ID	Date Issued	Place Issued
IRENE T. BAYONETA			
GERARDO F. ESTOY JR.,PH.D	88104		Nueva Ecija

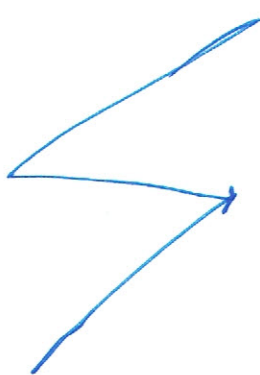
Known to me to be the same persons who executed the foregoing instrument consisting two (3) pages including this page which the acknowledgement is written. The parties and their instrumental witnesses signed all the pages thereof and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities, which they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this JAN 14 2021 day of \_\_\_\_\_, 2021 at \_\_\_\_\_.

  
**ATTY. JOSEMA J. CIOCON**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2020  
FOR BACOLOD CITY, TALISAY, MURCIA & DUBUQUE, CEBU  
SALVADOR BENEDICTO, NEGROS OCCIDENTAL  
COMMISSION UNTIL 31, DECEMBER 2020  
PTR. N. - BTN- NP 0048-20 ROLL OF ATTORNEY NO. 25398  
ROLL OF ATTORNEYS NO. 13449 (JAN. 13, 2020) BACOLOD CITY  
IBP LIFETIME NO. 13449 (JAN. 13, 2020) BACOLOD CITY  
MCLE EXEMPTION NO. 13449 (JAN. 13, 2020) BACOLOD CITY  
215 JST BLDG. SAN AGUSTIN DR. COR. 18TH ST. UNIT 101  
ATTORNEY'S OFFICE  
STAG ROAD, BRGY. 9, BACOLOD CITY

Doc. No. 107  
Page No. 23  
Book No. Xcvi  
Series of 2021





  
Page 4 of 4

  
maby