

# CONTRACT AGREEMENT

This Agreement is executed on 09 December 2024 at Intramuros, Manila between:

**SAN PABLO MANUFACTURING CORPORATION ("SPMC")** is a non-chartered government-owned and controlled corporations (GOCC) and one of the six (6) oil mill/refinery companies comprising the Coconut Industry Investment Fund-Oil Mills Group (CIIF-OMG) holding office at 4<sup>th</sup> Floor Palacio Del Gobernador, Gen. Luna St., Intramuros, Manila, represented here by its President and Chief Executive Officer, **CARLO LUIS P. RABAT** duly authorized for this purpose under Board Resolution \_\_\_\_\_, Series of \_\_\_\_\_ (copy of which is attached as Annex A).

- and -

**BIGCRATE ENTERPRISES, INC. ("BIGCRATE")**, a corporation organized under Philippine laws with principal office address at 64 Regalado Avenue, West Fairview, Quezon City represented here by **DENNIS Q. DY**, Authorized Representative authorized for this purpose under Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_ (copy of which is attached as Annex B);

WHEREAS, The Entity invited Bids for certain goods and ancillary services, particularly the Procurement of Supply and Installation of Various Air Conditioning with Electrical Wiring and outlet for Intramuros, Head Office of SPMC, Legaspi Oil Company, Inc. ("LEGOIL") and Granexport Manufacturing Corporation ("Granexport") and has accepted a Bid from BIGCRATE for the supply of those goods in the sum of **ONE MILLION TWO HUNDRED EIGHTY THOUSAND PESOS (Php 1,280,000.00)** (hereinafter called "The Contract Price"), which is broken down on a per company basis, as follows:

LOT NO.	BID AMOUNT (in Php)
1 - SPMC	683,838.57
2 - LEGOIL	234,612.86
3 - GRANEXPORT	361,548.57
<b>TOTAL</b>	<b>1,280,000.00</b>

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

FUNDED: DATE 12/9/2024  
 CMU

- iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the sum of **ONE MILLION TWO HUNDRED EIGHTY THOUSAND PESOS (Php 1,280,000.00)** (hereinafter called "The Contract Price"), which is broken down on a per-item basis, as follows:

LOT NO.	BID AMOUNT (in Php)
1 - SPMC	683,838.57
2 - LEGOIL	234,612.86
3 - GRANEXPORT	361,548.57
<b>TOTAL</b>	<b>1,280,000.00</b>

or other such sums as may be ascertained, **BIGCRATE** agrees to provide Supply and Installation of Various Air Conditioning with Electrical Wiring and outlet for Intramuros, Head Office of SPMC, LEGOIL and Granexport in accordance with its Bid.

- 4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

**SAN PABLO MANUFACTURING CORPORATION**

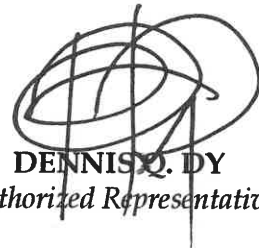
**BIGCRATE ENTERPRISES, INC.**

By:



**CARLO LUIS P. RABAT**  
President and Chief Executive Officer

By:



**DENNIS D. DY**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**




ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)  
City of QUEZON CITY) S. S.

BEFORE ME, a Notary Public, for and in the City of QUEZON CITY, this \_\_\_\_\_  
day of DEC 09 2024, personally appeared:

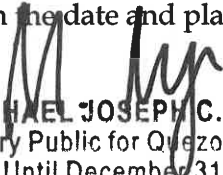
Name	ID No.	Issued on/Issued at
CARLO LUIS P. RABAT	3874-9189-2802-1370	National ID
DENNIS Q. DY	33-6834711-4	SSS

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a **CONTRACT AGREEMENT** consisting of three (3) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

Doc. No. 74;  
Page No. 13;  
Book No. XIV  
Series of 2024.

  
ATTY. MICHAEL JOSEPH C. CAPINPIN  
Notary Public for Quezon City  
Valid Until December 31, 2024  
PTR No. 5361590 Issued Date 01/02/2024  
IBP Lifetime No. 8330  
Roll No. 56499  
MCLE Compliance No. VII-001874  
Valid Until April 4, 2025  
101 Malakas Lane Brgy. Central Q.C.

