

CONTRACT AGREEMENT

This Agreement is executed on 25th of June 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 4th Floor Palacio Del Gobernador, Gen. Luna St., Intramuros, Manila, represented here by its Executive Vice President AL MATTHEW P. UMALI, duly authorized for this purpose under Board Resolution _____, Series of _____ (copy of which is attached as Annex A).

- and -

YOKOGAWA PHILIPPINES, INC. ("YOKOGAWA"), a corporation organized under Philippine laws with principal office address at Topy Industries, No. 3 Economia St., Brgy. Bagumbayan, Quezon City represented here by FRANKIE P. ALVIAR, Manager and 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, Design, Installation And Testing With Commission Of Programmable Logic Controller CPU Hardware And Software For Oil Refinery for SPMC and has accepted a Bid from Yokogawa for the supply of those goods in the sum of **SEVEN MILLION EIGHT HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED NINETY EIGHT PESOS (Php 7,825,498.00)** (hereinafter called "The Contract Price")

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;
 - 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 SEVEN MILLION EIGHT HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED NINETY EIGHT PESOS (Php 7,825,498.00) (hereinafter called "The Contract Price") or other such sums as may be ascertained, YOKOGAWA agrees to provide Supply, Design, Installation And Testing With Commission Of Programmable Logic Controller CPU Hardware And Software For Oil Refinery for Granexport in accordance with its Bid.
4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Agreement.

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

By:


AL MATTHEW P. UMALI
Executive Vice President

YOKOGAWA PHILIPPINES, INC.

By:


FRANKIE P. ALVIAR
Manager and Authorized Representative

SIGNED IN THE PRESENCE OF:









ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of MANILA, this 25 JUN 2024
day of _____, 20____, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI	CRN-011-1049-7695-8	UMID
FRANKIE P. ALVIAR		

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. 202
Page No. 41;
Book No. VI;
Series of 2024.

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for City of Manila-Until Dec. 31 2024
Notarial Commission No. 2023-091
2nd Floor Meland Plaza Hotel, Adriatico St., Ermita, Mla.
LEP No. 329300- Jan. 3, 2024
P.T.R No. 1535522- Jan. 3, 2024
Roll No. 68731 / MCLE No. VII-0011675-04/14/2025

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Handwritten signatures and initials on the right side of the page.