

CONTRACT AGREEMENT

THIS AGREEMENT made on the 21<sup>st</sup> day of July 2023 between SAN PABLO MANUFACTURING CORPORATION of Makati City, Philippines (hereinafter called as "SPMC") of the one part and DOXO INGREDIENTS INC. (hereinafter called as "Supplier") of Quezon City, Philippines of the other part;

WHEREAS, SPMC invited Bids for certain goods and ancillary services, particularly the procurement of Lot 2 (Butter Flavorodox B339.15) for SPMC and has accepted a Bid from Supplier, for the supply of those goods and services in the sum FIVE MILLION THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY PESOS (PHP 5,033,280.00) respectively, inclusive of all government taxes (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 FIVE MILLION THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY PESOS (PHP 5,033,280.00) for Lot 2 (Butter Flavorodox B339.15), inclusive of all government taxes, Supplier agrees to deliver the said good to SPMC in accordance with its Bid.
4. SPMC 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.

BIDDING DATE 7/20/23 CMU <i>Allegman</i>
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*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*


*[Handwritten signature]*

*Guim*

**SAN PABLO MANUFACTURING CORPORATION**

**DOXO INGREDIENTS INC.**

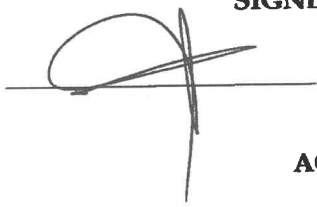
By:

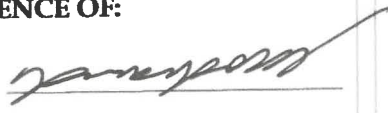
  
**CARLO LUIS P. RABAT**  
*Acting President and Chief Executive Officer*

By:

  
**JESSYLIE V. MALIGAYA**  
*Executive Secretary/ Authorized Representative*

**SIGNED IN THE PRESENCE OF:**





**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of MAKATI CITY) S. S.

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this  
day of JUL 21 2023, personally appeared:


Name	ID No.	Issued on/Issued at
CARLO LUIS P. RABAT	L02-86-029042	Valid Until: 17-Sep-2024
JESSYLIE V. MALIGAYA	0033-5594459-1	

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 two (2) 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. 78;  
Page No. 17;  
Book No. 8;  
Series of 2023.

  
**ATTY. JOEL FERRER FLORES**  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2023 (2023-2024)  
APPOINTMENT NO. M-115.  
ROLL NO. 77376  
COMMISSION NO. 9918393, Jan. 03, 2023 Until Apr. 14, 2028  
P. O. BOX 28106 / JAN. 03, 2023 / MAKATI CITY  
P. O. BOX 28106 / JAN. 03, 2023 / PASIG CITY  
C. M. DIAZ ST., GUADALUPE NUEVO, MAKATI CITY

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