

CONTRACT AGREEMENT

This Contract Agreement is executed this 15th of August 2023 at Makati City 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 16th Floor Securities and Exchange Commission Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City, represented here by its Acting 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), hereinafter referred to as SPMC;

-and-

MULTIPACK CONTAINER CO (MCC) INC, a corporation organized under Philippine laws with principal office address at 9015 Riverside Street, Barangay Niugan, Cabuyao, Laguna, represented here by JOSEPH J. TIU, President, authorized for this purpose under Resolution No. ___, Series of ___ (copy of which is attached as Annex B), hereinafter referred to as "MCC".

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 **TWELVE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN PESOS AND 13/100 (Php 12,127,818.13)** for Corrugated Carton, inclusive of all government taxes, MCC agrees to deliver the said goods to SPMC in accordance with its Bid.
4. SPMC agrees to pay **TWELVE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN PESOS AND 13/100 (Php 12,127,818.13)**.
5. *Anti-Bribery Clause*

MCCI has not made and will not make any offer, promise to pay authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract "



6. *Assignment Clause*

MCCI shall not assign this Contract or sub-contract the performance of any portion of it, without SPMC's prior written consent. Prior to the assignment or subcontracting and the approval by SPMC thereof, MCCI must disclose to SPMC the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with MCCI indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/ sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract.

7. To ensure continuing compliance with tax laws pursuant to Executive Order 398:

a) MCCI shall pay taxes in full and on time.

b) MCCI is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

8. 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

MULTIPACK CONTAINER CO (MCC) INC.

By:

By:


CARLO LUIS P. RABAT
Acting President and Chief Executive Officer


JOSEPH J. TIU
President

SIGNED IN THE PRESENCE OF:

_____ 

cmg

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this AUG 15 day of 2023, 20__, personally appeared:

Name	ID No.	Issued on/Issued at
CARLO LUIS P. RABAT	L02-86-029042	Valid Until: 17-Sep-2024
JOSEPH J. TIU	N03-11-009779	Valid Until: 30-Apr-2027

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. 200
Page No. 41
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
MCLF COMPLIANCE NO. 0001393, Jan. 03, 2023 Until Apr. 14, 2028
PTR NO. 5562564 / JAN.03.2023/MAKATI CITY
IBP NO. 291994 / JAN.03.2023 / PASIG CITY
1107 D SADAAN ST., GUADALUPE NUEVO, MAKATI CITY

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]