

CONTRACT AGREEMENT

This Agreement is executed on the 6th day of September 2023 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, UCPB Building, Makati Avenue, Makati City, 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 -

OMNIRAY VENTURES, INC. ("OVI"), a corporation organized under Philippine laws with principal office address at 7th Floor Angelus Plaza Bldg., 101 V.A. Rufino St., Legazpi Village San Lorenzo, Makati City, represented here by **JAI OM M. ALAS**, Corporate Secretary 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 Electronic Invoicing System (EIS) Middleware/ Sales Data Transmission System (SDTS) for CIIF-OMG and has accepted a Bid from OMNIRAY for the supply of those goods in the sum of SEVEN MILLION FIVE HUNDRED THOUSAND PESOS (Php 7,500,000.00) (hereinafter called "The Contract Price"), which is broken down on per company basis as:

Company	Bid Amount (As Calculated)
San Pablo Manufacturing Corporation	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)
Granexport Manufacturing Corporation	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)
Legaspi Oil Company, Inc.	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)

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;

FUNDED DATE	9/6/23
CMU	<i>Almas</i>

- 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 FIVE HUNDRED THOUSAND PESOS (Php 7,500,000.00) (hereinafter called "The Contract Price"), which is broken down on per company basis as:

Company	Bid Amount (As Calculated)
San Pablo Manufacturing Corporation	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)
Granexport Manufacturing Corporation	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)
Legaspi Oil Company, Inc.	TWO MILLION FIVE HUNDRED THOUSAND PESOS (Php 2,500,000.00)

or other such sums as may be ascertained, OMNIRAY agrees to provide Electronic Invoicing System (EIS) Middleware/ Sales Data Transmission System (SDTS) for CIIF-OMG in accordance with its Bid.

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

- 5. *Anti-Bribery clause:*

OVI 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:*

OVI 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 subcontracting and the approval by SPMC thereof, OVI must disclose to SPMC the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with OVI 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/subcontract 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) OVI shall pay taxes in full and on time.

b) OVI 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

[Handwritten signatures and initials on the left margin]

[Handwritten signatures and initials on the right margin]

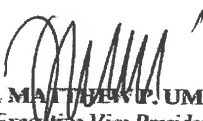
copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

By:

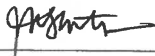

AL MATTHEW P. UMALI
Executive Vice President
For and In Behalf of the Board of Directors

OMNIRAY VENTURES, INC.

By:


JAI OM M. ALAS
Corporate Secretary and Authorized Representative

SIGNED IN THE PRESENCE OF:







ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the City of CITY OF MAKATI, this SEP 07 2023
day of _____, 20__, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI		
JAI OM M. ALAS		

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 four (4) 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. 425
Page No. 64
Book No. XXXV
Series of 2023.

ATTY. GERVACIO S. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2024
IBP No. 05729-Lifetime Member
MCLE Compliance No. VII-0022734
valid until April 14, 2025
Appointment No. M-39 (2023-2024)
PTR No. 9563522 Jan. 3, 2023/ Makati
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City