

**CONTRACT AGREEMENT**

This Agreement is executed this 5<sup>th</sup> of September 2023 at 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 16<sup>th</sup> Floor Securities and Exchange Commission Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, 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-

**XIMEX DELIVERY EXPRESS, INC. ("Ximex")**, a corporation organized under Philippine laws with principal office address at Sto. Domingo Road, Brgy. Mayapa, Calamba City, Laguna, represented here by **FEDERICO O. CRUZ II**, Director for Business Development authorized for this purpose under Resolution No. \_\_, Series of \_\_ (copy of which is attached as Annex 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;
  - 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 EIGHT MILLION FIVE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED THIRTY SEVEN PESOS (Php 8,558,937.00) for Hauling Services, inclusive of all government taxes, Ximex agrees to deliver the said services to SPMC in accordance with its Bid, which is broken down as follows:

Lot No.	Particulars/Description	Quantity	Bid Amount (As Calculated)
1	Hauling Services- Tractor Head	53 Trips	ONE MILLION TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED TWELVE PESOS (Php 1,219,212)

FUNDED DATE 9/5/23  
CMU *[Signature]*

*[Handwritten signatures and notes on the left margin, including 'Approved' and 'Submitted']*

*[Handwritten signature on the right margin]*

2	Hauling Services - Ten (10) Wheeler Wing	300 Trips	FIVE MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND PESOS (Php 5,457,000.00)
3	Hauling Services- Six (6) Wheeler Closed Van	75 Trips,	EIGHT HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE PESOS (Php 831,525.00)
4	Hauling Services - Four (4) Wheeler Closed Van	160 Trips	ONE MILLION FIFTY ONE THOUSAND TWO HUNDRED PESOS (Php 1,051,200)

4. SPMC agrees to pay EIGHT MILLION FIVE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED THIRTY SEVEN PESOS (Php 8,558,937.00)

5. *Anti-Bribery Clause*

The SUPPLIER has not made and will not make any offer, promise to pay or 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*

The SUPPLIER shall not assign this Contract or sub-contract the performance of any portion of it, without the ENTITY's prior written consent. Prior to the assignment or subcontracting and the approval by ENTITY, the SUPPLIER must disclose to ENTITY the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the SUPPLIER indicating: (i) that the assignee/s or subcontractor/s is/are 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 terms of this Contract, and (iii) the detailed terms of assignment/sub-contract.

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

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

b) Supplier 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**

**XIMEX DELIVERY EXPRESS, INC.**

By:

**AL MATTHEW P. UMALI**

*Executive Vice President  
For an in Behalf of the Board of Directors*

By:

**FEDERICO O. CRUZ II**

*Director - Business Development*

**SIGNED IN THE PRESENCE OF:**

*[Signature]*

*[Signature]*  
**AMITA A. EBRON**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of **LAS PIÑAS CITY** ) s. s.

**LAS PIÑAS CITY**

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_, this **07 SEP 2023** day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI		
FEDERICO O. CRUZ II	N03-00-290346	Valid Until: 10-Aug-2032'

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 an **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. **392**  
Page No. **80**;  
Book No. **72**;  
Series of **2023**.

**ATTY. FLORRIS VILLANUEVA INOCENCIO**

Roll No. **73303**  
Notarial Commission No. **LP 22-003**  
Valid Until **December 31, 2023**  
JMV Bldg. Las Piñas City  
IBR Receipt no. **282016/01/20/2023**  
PTR No. **12460335** City of Las Piñas  
MCEE Compliance No. **WH-006477**