

CONTRACT AGREEMENT

THIS AGREEMENT made on the 6<sup>th</sup> 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 16<sup>th</sup> 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 -

ANSI CORPORATION, a corporation organized under Philippine laws with principal office address at ANSI Building, No. 32Arty 1 road, Mindanao Avenue, Quezon City, represented here by ANTONIO T. LAOHOO, JR., Executive Secretary, authorized for this purpose under Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_ (copy of which is attached here as Annex B)

WHEREAS, SPMC invited Bids for certain goods and ancillary services, particularly the procurement of Hydrogenated RBD Palm Oil Stearin (in flakes) for SPMC and has accepted a Bid from ANSI CORP. for the supply of those goods and services in the sum TWENTY MILLION SEVEN HUNDRED TEN THOUSAND TWO HUNDRED FIFTY PESOS (Php 20,710,250.00) 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 TWENTY MILLION SEVEN HUNDRED TEN THOUSAND TWO HUNDRED FIFTY PESOS (Php 20,710,250.00) for Hydrogenated RBD Palm Oil Stearin (in flakes), inclusive of all government taxes, ANSI CORP. agrees to deliver the said good to SPMC in accordance with its Bid.

4. SPMC agrees to pay TWENTY MILLION SEVEN HUNDRED TEN THOUSAND TWO HUNDRED FIFTY PESOS (Php 20,710,250.00) 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**

**ANSI CORPORATION**

By:

By:

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

  
**ANTONIO T. LAOHOO, JR.**  
*Executive Secretary*

**SIGNED IN THE PRESENCE OF:**

 \_\_\_\_\_  \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

Name	ID No.	Issued on/Issued at
<b>AL MATTHEW P. UMALI</b>	<u>CA0911-1041-7625-8</u>	
<b>ANTONIO T. LAOHOO, JR.</b>	<u>DL-H 101-09-00657</u>	

*Johny*

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 Acknowledgment 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. 447;  
 Page No. 67;  
 Book No. XII;  
 Series of 2023

**ATTY. RAMON P. REYES**

Notary Public for the Cities  
 of Pasig & San Juan,  
 and Municipality of Pateros  
 Until 12-31-23 Appt. No. 60 (2022-2023)  
 Roll of Atty. No. 39438 ISF Lic. No. 09599  
 PTR No. 000000 Jan. 6, 2022 Pasig City