

# CONTRACT AGREEMENT

This Agreement is executed on 15 January 2025 at Intramuros, Manila 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 4<sup>th</sup> Floor Palacio Del Gobernador, Gen. Luna St., Intramuros, Manila, represented here by its 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).

- and -

**JMA MACHINERY PARTS SUPPLIER ("JMA")**, a sole proprietorship organized under Philippine laws with principal office address Lot15 Blk1 Homepoint Village, Brgy. San Isidro Angono Rizal represented here by **JANUS MIGUEL C. AQUINO**, Sales Manager 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 Chemetator Parts for SPMC and has accepted a Bid from JMA for the supply of those goods in the sum of **TWO MILLION THIRTY SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN AND 40/100 (Php 2,037,177.40)** (hereinafter called "The Contract Price"), which is broken down on a per-lot basis, as follows:

LOT NO.	BID AMOUNT (in PHP)
1 - CHEMETATOR SHAFT	1,778,675.50
2 - SEAL HEAD	258,501.90
<b>TOTAL</b>	<b>2,037,177.40</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

*[Handwritten signature]*  
*[Handwritten initials]*

*[Handwritten signature]*

FUNDED: DATE <u>01/15/25</u>
CMU <i>[Handwritten signature]</i>

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 TWO MILLION THIRTY SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN AND 40/100 (Php 2,037,177.40) (hereinafter called "The Contract Price"), which is broken down on a per-lot items basis, as follows:

LOT NO.	BID AMOUNT (in PHP)
1 - CHEMETATOR SHAFT	1,778,675.50
2 - SEAL HEAD	258,501.90
<b>TOTAL</b>	<b>2,037,177.40</b>

or other such sums as may be ascertained, JMA agrees to provide Chemetator Parts for SPMC in accordance with its Bid.

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

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**

**JMA MACHINERY PARTS SUPPLIER**

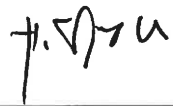
By:

By:

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

  
**JANUS MIGUEL C. AQUINO**  
*Sales Manager and Authorized Representative*

SIGNED IN THE PRESENCE OF:

  
 \_\_\_\_\_

  
 \_\_\_\_\_

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)  
 City of MANILA ) S. S.

JAN 15 2025

MANILA

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




Name	ID No.	Issued on/Issued at
<b>CARLO LUIS P. RABAT</b>	3874-9189-2802-1370	National ID
<b>JANUS MIGUEL C. AQUINO</b>	D19-15-000925	Drivers License

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 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. 170  
Page No. 74  
Book No. TV  
Series of 2025.

  
**ATTY. MARIELLE JENELLE L. LAGUERTA**  
Notary Public for City of Manila- Until Dec. 31, 2025  
Notarial Commission No. 2024-179  
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila  
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025  
PTR. NO. 2041441- Jan. 2, 2024 at Manila  
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88314