

PHILIPPINE POSTAL CORPORATION
PASSED AND REVIEWED
LEGAL DEPARTMENT
[Signature]
ATTY. MARK JOSEPH B. ABELARDO
DATE: 25 JAN 2024

CONTRACT AGREEMENT
FEB 02 2024

THIS AGREEMENT made this ____ day of _____ 20__ between the **PHILIPPINE POSTAL CORPORATION**, with principal business and office address at Manila Central Post Office Building, Magallanes Drive, Liwasang Bonifacio, Barangay 659-A, Ermita 1000, Manila, duly represented herein by its Acting Postmaster General and Chief Executive Officer, **LUIS D. CARLOS**, (hereinafter called "**the Procuring Entity**") of the one part and **PETRON CORPORATION**, with principal business and office address at 40 San Miguel Avenue, Mandaluyong City, duly represented herein by its Vice President – Retail Sales, **MAGNOLIA CECILIA D. UY**, and Manager – Cards Business Group, **ALVIN CHRISTOPHER J. BECINA**, (hereinafter called "**the Supplier**") of the other part;

WHEREAS, the Procuring Entity invited the submission of bids for certain goods and ancillary services, particularly for the supply of **Petroleum, Oil and Lubricant through Fleet Card** and has accepted a Bid from the Supplier for the supply of those goods/services in the sum of FORTY MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED SEVENTEEN PESOS AND NINETY FIVE CENTAVOS (**Php 40,877,917.95**) (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 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/Terms of Reference;
 - 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 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;

[Signature]
Alvin Christopher J. Becina

[Signature]
Magnolia Cecilia D. Uy



LUIS D. CARLOS
Postmaster General and CEO

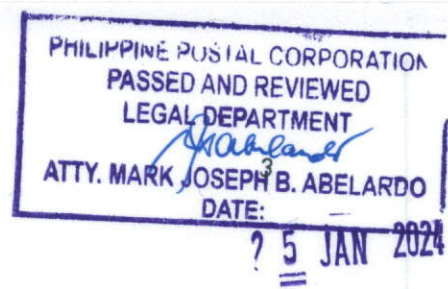
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- v. Application Form and Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card (hereinafter called "PFC Terms and Conditions"), provided that in case of conflict between the PFC Terms and Conditions, the Terms of Reference, and/or this Agreement, this Agreement shall prevail; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The **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 for the sum of FORTY MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED SEVENTEEN PESOS AND NINETY FIVE CENTAVOS (**Php 40,877,917.95**) or such other sums as may be ascertained, the **Supplier** agrees to perform and provide **Petroleum, Oil and Lubricant through Fleet Card** in accordance with his/her/ its Bid.
 4. The Supplier agrees to waive its standard handling fees, card fees, joining fees and late payment charges.
 5. The Procuring Entity agrees to pay the abovementioned sum in accordance with the terms of the Bidding.
 6. Liquidated Damages. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
 7. The Procuring Entity acknowledges that the Supplier and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations and the issuances of the National Privacy Commission ("Privacy Laws"). The Procuring Entity has read, understood and hereby agree to the Data Privacy Statement of the Supplier and its subsidiaries and affiliates ("Privacy Statement"), a copy of which had been provided to the Procuring Entity.
 8. The Procuring Entity recognizes that it may have provided Personal Information and Sensitive Personal Information (collectively "Personal Data"), as defined under the Privacy Laws, to the Supplier, or the Supplier may have obtained Personal Data in relation to the products and services availed from and through the Supplier. The Procuring Entity further acknowledges that the Supplier shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collectively "Processing") in relation to the products and services availed from and through the Supplier, and that the Supplier may incur additional risks in relation to the same. In view of the foregoing, the Procuring Entity acknowledges and confirms, as follows:

Alvin Christopher J. Becina
Alvin Christopher J. Becina

Magnolia Cecilia D. Uy
Magnolia Cecilia D. Uy


Luis D. Carlos
Luis D. Carlos
President General and CEO



- (a) In the event that any Personal Data shall be disclosed in relation to this Agreement, the Procuring Entity warrants and shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws). The Procuring Entity (or the Data Subject, as relevant) consents to the Processing of such Personal Data by, in relation to the products and services availed from and through, the Supplier, subject to compliance with applicable laws and regulations, and in accordance with the Privacy Statement.
- (b) The Procuring Entity agrees that in relation to the products and services availed from and through the Supplier, the Supplier shall only be responsible for relaying to the Procuring Entity any notices or disclosures required by the law and such will constitute sufficient compliance by, in relation to the products and services availed from and through, the Supplier to the Procuring Entity. The Procuring Entity acknowledges and confirms that withdrawal or withholding of its consent may restrict the effective execution by in relation to the products and services availed from and through the Supplier. The Procuring Entity also undertakes to immediately inform the Supplier in relation to the products and services availed from and through the Supplier of any changes in the Personal Data that have been provided to the Supplier.
- (c) The Procuring Entity shall comply with the applicable provisions of the Privacy Laws, and shall be responsible for such compliance.
9. The Procuring Entity warrants and undertakes, for itself and its employees, officers and representatives that:
- (a) It has not given or promised to give any sum of money or gift to any of the Supplier's officers, employees, agents or representatives for this Agreement;
- (b) It has not exerted any unlawful or undue influence to solicit or secure the award of the Agreement and all transactions appurtenant thereto, through an agreement to pay a commission, percentage or contingent fee to the Supplier's officers, employees, agents or representatives;
- (c) It shall immediately notify the Supplier of any solicitation made by the Supplier's officers, employees, agents or representatives in exchange for any business advantage or benefit in any dealing with the Supplier; and
- (d) It or its officials or representatives shall not give or promise any such money or gift to any person, or exert or utilize such unlawful influence during the effectivity of this Agreement, for the purpose of unlawfully and/or unduly influencing any decision regarding this Agreement or to secure or solicit any extension thereof.

It is hereby agreed that breach of any of the warranties herein provided shall be a sufficient ground for the Supplier to cancel immediately this Agreement through notice. The termination shall be without prejudice to any other rights or remedies available to the Supplier under the law.

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.


Alvin Christopher J. Becina

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Magnolia Cecilia D. Uy




LUIS D. CARLOS
Postmaster General and CEO

Contract Agreement (2024)
Petron Corporation – Philippine Postal Corporation

PHILIPPINE POSTAL CORPORATION
PASSED AND REVIEWED
LEGAL DEPARTMENT
M. Abelardo
ATTY. MARK JOSEPH B. ABELARDO
DATE:

25 JAN 2024

[Signature]
LUIS D. CARLOS
Acting Postmaster General and CEO

[Signature]
MAGNOLIA CECILIA D. UY
Vice President – Retail Sales

For:

PHILIPPINE POSTAL CORPORATION

[Signature]

ALVIN CHRISTOPHER J. BECINA
Manager – Cards Business Group

For:

PETRON CORPORATION

Signed in the Presence of:

[Signature]
PETARINO D. PEDRO
Post Office Chief Accountant
(Certifying availability of funds)

[Signature]
PATRICIA SELINA R. PANLILIO
Witness



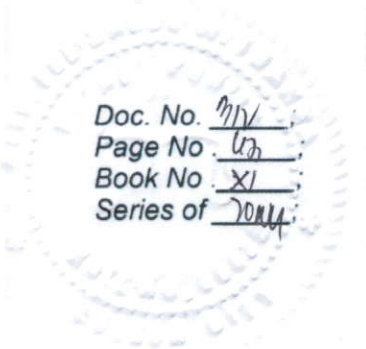
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ATTY. MARK JOSEPH B. ABELARDO
DATE: 7 5 JAN 2024

ACKNOWLEDGMENT

Republic of the Philippines)
City of QUEZON CITY S.S.

Before me, personally appeared **LUIS D. CARLOS** exhibiting to me his Competent Evidence of Identity (CEI) _____ issued on _____ at _____ and **MAGNOLIA CECILIA D. UY** with Competent Evidence of Identity (CEI) PO17 9740 C issued on 21/05/2022 at DEA MANILA and **ALVIN CHRISTOPHER J. BECINA** with Competent Evidence of Identity (CEI) P233 014 1B issued on 29/11/2021 at DEA MANILA, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the corporations that they represent.

WITNESS MY HAND SEAL on this day of FEB 02 2024 at QUEZON CITY Philippines.



Doc. No. MD
Page No. 63
Book No. XI
Series of 7000

ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C./ Until Dec. 31, 2024
Notary Public
PTR No. 5452394D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.
MGLE Comp. No. VIII-0000973(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.



LUIS D. CARLOS
Postmaster General and CEO

Alvin Christopher J. Becina
Alvin Christopher J. Becina

Magnolia Cecilia D. Uy
Magnolia Cecilia D. Uy

25 JAN 2024

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

CITY OF MANILA

Before me, personally appeared **LUIS D. CARLOS** exhibiting to me his Competent Evidence of Identity (CEI) _____ issued on _____ at _____, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed and that of the corporation that he represent.

WITNESS MY HAND SEAL on this _____ day of **02 FEB 2024** at **CITY OF MANILA**, Philippines.

Doc. No. 500 ;
Page No. 99 ;
Book No. I ;
Series of 2024 ;

Notary Public

Franchette
ATTY. FRANCHETTE MAYE S. LIM

Notary Public for City of Manila

Notarial Commission No. 2023-172 valid until 31 December 2025

BP No. 384574; 01 January 2024

PTR No. MLA-1511448; 03 January 2024

MCLE Compliance No. VII-0002864 valid until 14 April 2025

Roll No. 73323

Unit 303 HHC Building, Victoria St. cor Basco St.
Intramuros Manila

Carlos
LUIS D. CARLOS

Postmaster General and CEO