

## AGREEMENT

THIS AGREEMENT made on the 5th day of September 2022 between **SECURITIES AND EXCHANGE COMMISSION** (hereinafter called the "Entity"), with office address at SEC Headquarters, Makati Avenue, Salcedo Village, Makati City, represented herein by FILBERT CATALINO F. FLORES III, of the one part and **PETRON CORPORATION**, herein represented by MAGNOLIA CECILIA D. UY and MR. MARBELSON L. JIZ with office address at SMC HOC 40 San Miguel Ave., 1550 Mandaluyong City, Philippines (hereinafter called the "Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly FLEET CARD OF GASOLINE AND DIESEL REQUIREMENTS OF SEC OFFICIAL AND SERVICE VEHICLE FOR SEC HEAD OFFICE & EXTENSION OFFICES ("the Project") and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Seven Million One Hundred Ninety-Nine Thousand Eight Hundred Two Pesos (Php 7,199,802.00) inclusive of VAT* (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



*M*

*X*

Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Agreement.

3. In consideration for the sum of the Contract Price or such other sums as may be ascertained, the Supplier agrees to provide the Project in accordance with his/her/its Bid.
4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The 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 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 Entity.
6. The parties recognize that they may have provided Personal Information and Sensitive Personal Information (collectively "Personal Data"), as defined under the Privacy Laws, or may have obtained Personal Data in relation to the products and services under this Agreement. Each party further acknowledges that the other party shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collectively "Processing") in relation to the products and services in connection with this Agreement, and as such, may incur additional risks in relation to the same. In view of the foregoing, each party acknowledges and confirms, as follows:
  - a. In the event that any Personal Data shall be disclosed in relation to this Agreement, the party disclosing the same 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). Each disclosing party (or the Data Subject, as relevant) consents to the Processing of such Personal Data by in relation to the products and services subject of this Agreement, in compliance with applicable laws and regulations, and in accordance with the Privacy Statement for the Supplier.
  - b. The parties agree that in relation to the products and services subject of this Agreement, they shall only be responsible for relaying to each other any notices or disclosures required by the law and such will constitute sufficient compliance. Each party acknowledges and confirms that withdrawal or withholding of its consent may restrict the effective execution by in relation to the products and services subject of this Agreement. Each party also undertakes to immediately inform the other party of any changes in the Personal Data that have been provided to the other party.
  - c. The parties shall comply with the applicable provisions of the Privacy Laws, and shall be responsible for such compliance.




*M*

X

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.

For:

**SECURITIES AND EXCHANGE  
COMMISSION**

  
\_\_\_\_\_  
**FILBERT CATALINO F. FLORES III**  
Director, HRAD

For:

**PETRON CORPORATION**

  
\_\_\_\_\_  
**MAGNOLIA CECILIA D. UY**  
Vice President – Retail Sales Division

  
\_\_\_\_\_  
**MARBELSON L. JIZ**  
Manager – Cards Business Group

CERTIFIED FUNDS AVAILABLE:

  
**DONDIE G. ESGUERRA**  
FMD Director

Funds Available:  
CIS No.: 01-10GAM2-2022-11002857  
Date: November 9, 2022

*If contract period exceeds the current year, only the current year requirement will be obligated. The difference between the contract amount and obligation above will be obligated at the start of ensuing year.*



ACKNOWLEDGMENT

Republic of the Philippines )  
Makati City ) SS

BEFORE ME, a Notary Public for and in above jurisdiction, on this *11 Nov. 2022*  
personally appeared the following:

Name	Competent Evidence of Identity
FILBERT CATALINO F. FLORES III	TIN : 154-426-785
MAGNOLIA CECILIA D. UY	Passport No.: P5483679A
MARBELSON L. JIZ	Passport No.: P7297389B

known to me and to be known to be the same persons who executed the foregoing instrument consisting of \_ pages including the page on which this Acknowledgment is written and duly

signed by them and their witnesses on each and every page hereof, and that the same is their free and voluntary act, as well as that of the corporations/agencies which they represent.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. :  
Page No. :  
Book No. :  
Series of 2022.

*Jasmine Charo L. Calaycay-Atienza*  
Atty. JASMINE CHARO L. CALAYCAY-ATIENZA  
Administering Officer  
Asst. Commission Secretary  
Securities and Exchange Commission  
Republic of the Philippines

