

CONTRACT AGREEMENT

THIS AGREEMENT made on the 12th day of July 2023 between the **SECURITIES AND EXCHANGE COMMISSION** (hereinafter called "the Entity"), with office address at The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, 1209 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 **ALVIN CHRISTOPHER J. BECINA**, 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 OFFICIALS AND SERVICE VEHICLES 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 **Six Million Six Hundred Thirty-Two Thousand Nine Hundred Two Pesos and 81/100 (Php6,632,902.81), 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 Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
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 acknowledge that the Supplier and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act No. 10173 or the Data Privacy Act 2012 and its implementing



rules and regulations and the issuances of the National Privacy Commission ("Privacy Laws"). The Entity has read, understood and hereby agrees to the Data Privacy Statement of the Supplier and its subsidiaries and affiliates ("Privacy Statement"), a copy which has been provided to the Entity.

6. The parties recognize that they may have provided Personal Information and Sensitive 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 follow:
- 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 acknowledge 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.

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:

for:

SECURITIES AND EXCHANGE COMMISSION


PETRON CORPORATION


FILBERT CATALINO F. FLORES III
Director, HRAD


MAGNOLIA CECILIA D. UY
Vice President - Retail Sales Division


ALVIN CHRISTOPHER J. BECINA
Manager - Cards Business Group

CERTIFIED FUNDS AVAILABLE


DONDIE Q. ESGUERRA
Director, FMD

Funds Available
BURS No. 02-200444-1025-09-003007
Date: September 21, 2023

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 25 Sept. 2023 personally appeared the following:

Name	Competent Evidence of Identity
FILBERT CATALINO F. FLORES III	<u>TIN: 154-426-785</u>
MAGNOLIA CECILIA D. UY	<u>Passport No. P0178740C</u>
ALVIN CHRISTOPHER J. BECINA	<u>Passport No. P8330141B</u>

known to me and to me known to be the same persons who executed the foregoing instrument consisting of 3 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 2023.


Atty. JASMINE CHARO L. CALAYCAY-ATIENZA
Administering Officer
Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines

