



TANGGAPAN NG KOMANDANTE
 (OFFICE OF THE COMMANDANT)
PAMBANSANG PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS
 (National Headquarters Philippine Coast Guard)
 139 25th Street, Port Area
 1018 Manila

NOTICE TO PROCEED

MR. VIRGILIO V. CENTENO
 Vice President, Industrial Sales
PETRON CORPORATION
 SMC Head Office Complex,
 40 San Miguel Avenue,
 Mandaluyong City

Dear Mr. Centeno:

We are pleased to inform you that the Contract Agreement and Purchase Order for the **Supply and Delivery of Fuel, Oil, and Lubricants** that was awarded to you has been signed by the contracting parties.


Thus, we are issuing this Notice to Proceed for you to commence with the **Supply and Delivery of Fuel, Oil, and Lubricants**, based on the delivery schedule provided in the attached Section VI (Schedule of Requirements) of the Bidding Documents for the project effective from receipt of this notice at the Coast Guard Procurement Service, National Headquarters Philippine Coast Guard 139 25th Street, Port Area, Manila.


Upon receipt of this notice, you are responsible for performing the supply and delivery of the requirement under the terms and conditions of the **Purchase Order and Contract Agreement**.

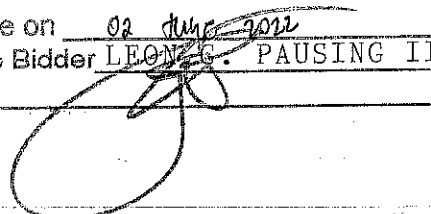
You may coordinate with **Deputy Chief of Coast Guard Staff for Logistics, CG-4, National Headquarters Philippine Coast Guard, 139 25th Street, Port Area, Manila with contact number: 09455794200** for the specific details of their requirements.

Please acknowledge receipt and acceptance of this notice by signing both copies of this document in the spaces provided below. Keep one (1) copy and return the other to the Office of the Coast Guard Procurement Service at the National Headquarters Philippine Coast Guard. You may send the duly acknowledged copy of this notice physically at the above-stated address or through electronic mail at procurement@coastguard.gov.ph.

Thank you.


CG ADMIRAL ARTEMIO M. ABO
 Commandant, Philippine Coast Guard

I acknowledge receipt of this Notice on 02 June 2012
 Name of the Representative of the Bidder LEONARDO PAUSING II /  VIRGILIO V. CENTENO
 Authorized Signature _____



PURCHASE ORDER
PHILIPPINE COAST GUARD
 Entity Name

ACCOUNTING OFFICE
 Received by CCEND (Atan)
 Date: 19 July 2022

SUPPLIER: PETRON CORPORATION ADDRESS: SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City TIN NR.	PO NR <u>PCC-22-04-001</u> Date: <u>01 June 2022</u> Mode of Procurement: "Competitive Bidding"
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Gentlemen:
 Please furnish this office the following subject to the forms and conditions contained herein:

Place of Delivery: <i>National Headquarters Philippine Coast Guard, 139 25th Street, Port Area, Manila</i> Delivery Date:	Delivery Term shall be in accordance with the Schedules of Requirements effective from receipt of the Notice to Proceed (NTP) Payment Term:
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SUPPLY AND DELIVERY OF FUEL, OIL, AND LUBRICANTS

ITEM NO.	PRODUCT	QTY	UNIT PRICE	TOTAL PRICE
1.	A.D.O	8,386,838.36 ltrs	P79.70	P668,431,017.29
2.	GASOLINE 95 OCTANE	1,510,724.73 ltrs	96.86	146,328,797.35
3.	GASOLINE 91 OCTANE	265,261.40 ltrs	96.03	25,473,052.24
4.	AVGAS	33,932.98 ltrs	101.25	3,435,714.23
5.	AVGAS	1,071.60 drums	21,236.69	22,757,237.00
6.	JET A-1	87,480.72 ltrs	66.76	5,840,212.87
7.	JET A-1	939.29 drums	16,019.19	15,046,664.98
8.	AVIATION OIL	5 drums	238,000.00	1,190,000.00
9.	TURBO OIL 2380	1 drum	250,000.00	250,000.00
10.	MOTOR OIL(SAE-20W50)	3,000 ltrs	208.00	624,000.00
11.	MOTOR OIL(SAE-40)	3,000 ltrs	161.00	483,000.00
12.	BRAKE FLUID (Synthetic Fluid)	30 Ctns	1,962.00	58,860.00
13.	BRAKE FLUID (Synthetic Fluid)	30 Ctns	3,330.00	99,900.00
14.	SAE 15W40	190 drums	36,500.00	6,935,000.00
15.	SAE-40 (API CF/SF)	200 drums	31,365.00	6,273,000.00
16.	MARINE GRADE (HF 1040) HF Low TBN	270 drums	35,250.00	9,517,500.00
17.	COOLANT	480 pails	2,035.00	976,800.00
18.	OBM LUBES	10 pails	5,945.00	59,450.00
19.	GEAR OIL (SAE-80)	100 pails	3,215.00	321,500.00
20.	HYDRAULIC OIL AW-22	100 pails	2,580.00	258,000.00
21.	HYDRAULIC OIL AW-68	100 pails	3,130.00	313,000.00
22.	HYDRAULIC OIL T-32	100 pails	3,342.00	334,200.00
23.	HYDRAULIC OIL T- 46	80 pails	3,445.00	275,600.00

24.	HYDRAULIC OIL AW-46	50 pails	2,875.00	143,750.00
25.	GREASE MP3	60 pails	4,195.00	251,700.00
26.	MOLYGREASE EP 2	120 pails	5,071.00	608,520.00
27.	MOLYGREASE PREMIUM	120 pails	5,020.00	602,400.00
28.	MOLYGREASE PREMIUM	390 pails	2,000.00	780,000.00
29.	HYDRAULIC OIL R-100	600 pails	3,165.00	1,899,000.00
30.	HYDRAULIC OIL R-32	600 pails	2,583.00	1,549,800.00
31.	HYDRAULIC OIL T-64	600 pails	3,054.00	1,832,400.00
32.	HYDRAULIC OIL AW-100	600 pails	3,287.00	1,972,200.00
33.	HYDRAULIC OIL AW-32	600 pails	2,711.00	1,626,600.00
34.	ISO EP-220	400 pails	3,160.00	1,264,000.00
35.	JIS K2001 (ISO EP-150)	400 pails	3,140.00	1,256,000.00
36.	GEAR OIL SAE-90 API GL-5	400 pails	3,464.00	1,385,600.00
37.	SAE 5W-30	20 pails	7,780.00	155,600.00
-x-x-	x-x-x-nothing follows-x-x-x	x-x-x		
Grand Total - - - -				P930,610,075.96

Amount in Words: NINE HUNDRED THIRTY MILLION SIX HUNDRED TEN THOUSAND SEVENTY-FIVE PESOS & 96/100

Additional Requirements:

- A. FOL products are readily available during rescue missions and other Coast Guard Operations
- B. The product supplier shall deliver the items subject of this supply contract either in drums, bulk or other packaging, without the need of demand, with the lead-time maximum of twenty-four (24) hours from the time of order and deliver in a specific place where the FOL requirements shall be delivered in any areas nationwide.
- C. The product supplier should have Bulk Plant/Depots and Terminals, Service Stations, Sales Offices that are positioned strategically all over the country.
- D. The product supplier should have at least one thousand (1,000) service stations that will accommodate all fuel storage requirements of all PCG units who have fuel allocations through Delivery Advice (DA) and automated card system.
- E. The product supplier should have aviation facilities strategically located nationwide and should also have ITP and drumming capability.
- F. The product supplier should have product testing capability/technical capacity before the use of the lubricants in order to attest that same are safe and will not damage PCG assets/equipment; and the product supplier should also provide Field Technical Support/After Sales Service.
- G. The product supplier should have an automated card system (**fleet card system**) of withdrawing FOL products from any service stations around the archipelago to meet the requirements during emergency missions of the HPCG, Districts, Major Units, CG Stations, CG Sub-stations and other land, water and air assets;
- H. The product supplier should be compliant with Republic Act 9367 otherwise known as Biofuels Act of 2006.
- I. The product supplier should provide at least one (1) year warranty on their product in order to guarantee that the effectiveness of their product;
- J. The product supplier should deliver their services during Saturdays, Sundays, and holidays when the need arises (emergency situation such as search and rescue, natural or manmade disaster, calamity, involving national security and among others).

In case of failure to make the full delivery within the time specified above, a penalty of one tenth of (1/10) one (1) percent of the cost of the unperformed portion of the contract for every day of delay shall be imposed.

Very truly yours,

Conformed
LEON G. PAUSING II/VIRGILIO V. CENTENO

Signature Over Printed Name

01 June 2022
Date

CG ADMIRAL ARTEMIO M ABU
Commandant, Philippine Coast Guard
Authorized Official

Fund Cluster: _____
Funds Available: _____

ROGELIO F OAGUIOA
Chief Accountant, PCG

Signature Over Printed Name of Chief Accountant/
Head of Accounting Division/Unit

ORS/BURS No: 02-101101-2022-06-026580
Date of the ORS/BURS: 01 JUNE 22

Amount: ₱ 980, 610, 075. 96

JUNE 19 2022

CONTRACT AGREEMENT

THIS AGREEMENT made the 01 day of JUNE 2022 between PHILIPPINE COAST GUARD with office address at **139 25th Street, Port Area, Manila**, of the Philippines (hereinafter called "the Entity") of the one part and **PETRON CORPORATION** of SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF FUEL, OIL AND LUBRICANTS** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **NINE HUNDRED THIRTY MILLION SIX HUNDRED TEN THOUSAND SEVENTY-FIVE PESOS and 96/100 (P 930,610.075.96)** (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 **NINE HUNDRED THIRTY MILLION SIX HUNDRED TEN THOUSAND SEVENTY-FIVE PESOS and 96/100 (P**

CG ADMIRAL ARTEMIO M. ABU
Commandant
PHILIPPINE COAST GUARD

CG CAPT. GEOFFREY G. ESPALDON
Deputy Chief of Coast Guard Staff for Logistics, CG-4
PHILIPPINE COAST GUARD

VIRGILIO M. MENDO
Vice President – Industrial Sales
PETRON CORPORATION

LEONARDO FAUSING II
Assistant Vice President – Commercial Sales
PETRON CORPORATION

GLENN EDWARDS DAEL
National Sales Manager – Industrial Trade
PETRON CORPORATION

930,610,075.96) or such other sums as may be ascertained, PETRON CORPORATION agrees to SUPPLY AND DELIVERY OF FUEL, OIL AND LUBRICANTS in accordance with his/her/its Bid.

4. The PHILIPPINE COAST GUARD 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.

PHILIPPINE COAST GUARD

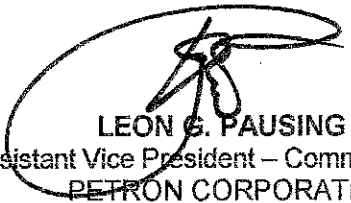
By:


CG ADMIRAL ARTEMIO M ABU
Commandant
PHILIPPINE COAST GUARD

PETRON CORPORATION

By:


VIRGILIO V. CENTENO
Vice President – Industrial Sales
PETRON CORPORATION


LEON S. PAUSING II
Assistant Vice President – Commercial Sales
PETRON CORPORATION

SIGNED IN THE PRESENCE OF:


CG CAPT GEOFFREY G ESPALDON
Deputy Chief of Coast Guard Staff for Logistics, CG-4
PHILIPPINE COAST GUARD


GLENN EDWARD C. DAEL
National Sales Manager – Industrial Trade
PETRON CORPORATION

ACKNOWLEDGEMENT

Republic of the Philippines)
) SS.

Before me, a Notary Public for and in _____, this ____ day of _____ 2021 appeared the following persons presenting to me their respective identifications, to wit:

	Passport No./ ID No	Issued at	Expiry date
CG ADM ARTEMIO M ABU	PCG ID No. <u>CG21-O-9290101909</u>	<u>NHQ-PCG</u>	<u>20 OCT 2023</u>
Virgilio V Centeno	Phil Passport/ID No. <u>P7704392A</u>	<u>DFA Calasiao</u>	<u>06/26/2028</u>
Leon G. Pausing II	Phil Passport/ID No. <u>P7503584A</u>	<u>DFA Manila</u>	<u>06/08/2028</u>

Known to me and known to be same persons who executed and voluntarily signed the foregoing Contract which they acknowledged before me as their own free and voluntary act and deed with full authority to sign in that capacity.

This instrument refers to the Contract Agreement and consisting of three (3) pages including this page where the acknowledgment is written duly signed by the parties and their instrument witnesses whereof.

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

Doc. No. 07 ;
Page No. 01 ;
Book No. 11 ;
Series of 2022

ATTY. JOHN EDWARD TRINIDAD ANG
Notary Public for the City of Manila-Valid 12/31/2022
Notarial Commission No. 2020-033 Dec. 31, 2022
2/F Midland Plaza Hotel, Adriatico St., Ermita, Mla.
IBP No. 166318-10/25/2021 for 2022 / Pasig City
PTR No. 0097534-01/08/2022 at Manila
Roll No. 68731 / MCLE Compliance No. VI-0017186

VIRGILIO V. CENTENO
Vice President – Industrial Sales
PETRON CORPORATION

LEON G. PAUSING II
Assistant Vice President – Commercial Sales
PETRON CORPORATION

GLENN EDWARD O. DAEL
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TANGGAPAN NG KOMANDANTE
(OFFICE OF THE COMMANDANT)
PAMBANSANG PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS
(National Headquarters Philippine Coast Guard)
139 25th Street, Port Area
1018 Manila

NOTICE OF AWARD

MR. VIRGILIO V. CENTENO
Vice President, Industrial Sales
PETRON CORPORATION
SMC Head Office Complex,
40 San Miguel Avenue,
Mandaluyong City

Dear **Mr. Centeno**:

We are happy to notify that your Bid Price for the **Supply and Delivery of Fuel, Oil and Lubricants**, equivalent to **Nine Hundred Thirty Million Six Hundred Ten Thousand Seventy-Five Pesos and 96/100 (P 930,610,075.96)** is hereby accepted.

You are hereby required to submit within ten (10) calendar days from receipt of this notice any of the allowable forms of Performance Security provided in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act 9184, as amended. Failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


CG ADMIRAL ARTEMIO M ABU
Commandant, Philippine Coast Guard

I acknowledge receipt of this Notice on 4/13/22
Name of the Representative of the Bidder LEON G. PAUSING II / VIRGILIO V. CENTENO
Authorized Signature  