

**CONTRACT AGREEMENT FOR THE PETROLEUM FUEL, OIL & LUBRICANTS
(POL) PRODUCTS FOR CY 2025**

THIS AGREEMENT made and entered into this 15th day of April 2025 by and between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), a government owned and controlled corporation duly organized and existing under the laws of the Philippines, with principal office address at **2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig, 1634 Metro Manila, Philippines**, represented herein by its President and Chief Executive Officer, **ENGR. JOSHUA M. BINGCANG**, duly authorized for the purpose of this Agreement herein referred to as the "**ENTITY**".

and

SHELL PILIPINAS CORPORATION, a corporation duly organized and existing under the laws of the Philippines, with principal office address at **41st Floor The Finance Center, 26th St. Cor. 9th Ave. Bonifacio Global City Taguig**, represented herein by its Authorized Representative, **Mr. Christopher Alli** of the one part and **SHELL PILIPINAS CORPORATION** of **41st Floor The Finance Center, 26th St. Cor. 9th Ave. Bonifacio Global City Taguig**, duly authorized for the purpose of this Agreement herein referred to as the "**SUPPLIER**".

WITNESSETH:

WHEREAS, on 23 January 2025, President and Chief Executive Officer Engr. Joshua M. Bingcang approves the Bids and Awards Committee for Goods (BAC-G) Resolution BG2025-004 delegating the conduct of procurement to the Property and Procurement Management Department (PPMD)-General Services Division (GSD) for the Procurement of Petroleum Fuel, Oil and Lubricant (POL) Products for CY 2025 in accordance with Section 53.14 Direct Retail Purchase of Petroleum Fuel, Oil and Lubricant (POL) Products, Airline Tickets and Online Subscriptions of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (R.A.) No. 9184.

WHEREAS, the PPMD-GSD requested a quotation based on the approved Terms of Reference (TOR) from three (3) suppliers namely; Shell Pilipinas Corporation, Petron Corporation and Sea Oil Philippines.

WHEREAS, based on the submitted quotations of the suppliers, **SHELL PILIPINAS CORPORATION** is the only supplier compliant with the terms and conditions and has a lowest calculated bid.

ARTICLE I

SECTION 1. Scope of Contract- SHELL PILIPINAS CORPORATION, through the use of fleet card application system, shall apply the following:

A. Product Description:

A.1. Petroleum

a. Diesel

- at least 50 cetane rating
- approximately 248,000.00 liters per year or as may arise

b. Gasoline

- at least 95 octane Rating
- approximately 8,000.00 liters per year or as may arise

A.2. Lubricant/Lube

a. Engine oil (Semi synthetic 15W-40 for diesel and 5W-30 for gasoline)

- approximately 4,000 liters per year or as may arise

SECTION 2. The Approved Budget for the Contract (ABC) is **TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND PESOS & 00/100 (Php 12,750,000.00)**, inclusive of VAT and all applicable government taxes, subject to the availability of funds. This budget is allocated for a period of Eight (8) months, from 1 June 2025 to 31 January 2026.

ARTICLE II

SECTION 1. Terms of Contract Agreement - This Agreement shall be valid *upon signing of the Notice to Proceed until 31 January 2026.*

ARTICLE III

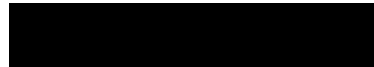
SECTION 1. Currency and Basis of Payment for the Supply of Petroleum- The currency in which payment is made to the Supplier under this Contract shall be in Philippine Peso. Payment to the Supplier shall be based on the fuel pump price on the day the transaction is made.

SECTION 2. Contract Price- The BCDA agrees to pay a total contract price of **TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND PESOS & 00/100 (Php 12,750,000.00)**, inclusive of VAT and all applicable government taxes, subject to the availability of funds. This

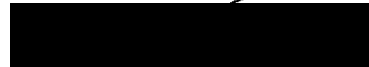
amount covers the **Supply and Delivery of Petroleum Fuel, Oil, and Lubricants through the Fleet Card System for CY 2025**, as stipulated in Article I. The supplier shall issue a service invoice for every payment made.

SECTION 3. Default in Performance- Should the Supplier incur delay or default in the performance of its obligations under this Agreement, it shall pay the BCDA all liquidated damages in accordance to the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184, within five (5) days from its receipts of the latter's written demand.

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.



ENGR. JOSHUA M. BINGCANG
President and CEO



MR. CHRISTOPHER ALLI
Authorized Representative

for:

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY (BCDA)**

for:

SHELL PILIPINAS CORPORATION

Signed in the presence of:

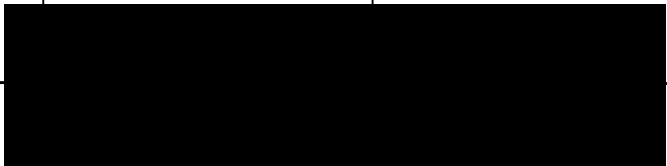


ATTY. ELVIRA V. ESTANISLAO
Senior Vice President,
Corporate Services Group

ACKNOWLEDGEMENT

Republic of the Philippines)
Taguig City) ss

BEFORE ME, a Notary Public, for and in Taguig City, personally appeared the following:

Name	Government-Issued ID	Date/ Place Issued
Joshua M. Bingcang		
Christopher N. Alli		

known to me to be the same person who executed the foregoing instrument and they acknowledge to me that their signature confirms their own free acts and the entities they represent.

SIGNED AND SEALED on 19 JUN 2025 in Taguig City, Philippines.

Doc. No. 04
Page No. 02
Book No. 01
Series of 2025


ATTY. JOVIL MAR E. BRINQUEZ

Notary Public for and in the City of Taguig
Roll of Attorneys No. 98488; 24 January 2025
NBP OR No. 882888; 30 January 2025; Quezon City
PTR No. 7898416; 27 March 2025; Quezon City
MCLE Compliance: Reenrolled to the Philippine Bar on 24 January 2025
Notarial Commission: 01 June 2025 valid until 31 December 2028