## **CONTRACT AGREEMENT**

This Agreement is executed on 13 June 2024 at Intramuros, Manila between:

GRANEXPORT MANUFACTURING CORPORATION ("GRANEXPORT") is a non-chartered government-owned and controlled corporations (GOCC) and one of the six (6) oil mill/refinery companies comprising the Coconut Industry Investment Fund-Oil Mills Group (CIIF-OMG) holding office at 4th Floor Palacio Del Gobernador, Gen. Luna St., Intramuros, Manila, represented here by its Executive Vice President AL MATTHEW UMALI, duly authorized for this purpose under Board Resolution \_\_\_\_\_, Series of \_\_\_\_\_ (copy of which is attached as Annex A).

- and -

CHEMISOL INC. ("CHEMISOL"), a corporation organized under Philippine laws with principal office address at Johnson Building, 5D Munoz Avenue, Tandang Sora, Quezon City represented here by SHEILA D. MUNGCAL, Authorized Representative authorized for this purpose under Resolution No.\_\_\_\_\_Series of\_\_\_\_\_(copy of which is attached as Annex B);

WHEREAS, The Entity invited Bids for certain goods and ancillary services, particularly the Procurement of Hexane for Granexport and has accepted a Bid from CHEMISOL for the supply of those goods in the sum of SIXTEEN MILLION FIVE HUNDRED THOUSAND PESOS (Php 16,500,000.00) (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.*:
  - 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.

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- THOUSAND PESOS (Php 16,500,000.00) (hereinafter called "The Contract Price") or other such sums as may be ascertained, CHEMISOL agrees to provide Hexane for Granexport in accordance with its Bid.
  4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
- 5. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Agreement.

3. In consideration of the sum of SIXTEEN MILLION FIVE HUNDRED

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.

GRANEXPORT MANUFACTURING CORPORATION

CHEMISOL, INC.

By:

By:

SHEWA D. MUNGCAL Authorized Representative

SIGNED IN THE PRESENCE OF:

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## ACKNOWLEDGMENT

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<i>-</i>	QUEZON CITY	

BEFORE ME, a Notary Public, for and in the City of \_\_\_\_\_\_\_, this \_ day of \_\_\_\_\_\_\_, personally appeared:

CRN-011-1049-7695-8	
CRN-0111-4458144-2	UMID
	CRN-011-1049-7695-8 CRN-0111-4458144-2

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a CONTRACT AGREEMENT consisting of three (3) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

Doc. No. 71; Page No. 76; Book No. V7

Series of 2024.

Socorro Maricel N. Nepomuceno Notary Public for Quezon City A.M. No. 049 (2023-2024) until Dec. 31, 2024

Roll No. 50756

IBP No. 421627; 01.15.2024; Quezon City. PTR No. 5572412; 1.03.24; Quezon City MCLE VII - 0025787; 01.23.2023

35 Matalino Street, Barangay Central Quezon City, Metro Manila 1100

Contact No.: 09985510287

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