

CONTRACT AGREEMENT

This Agreement is executed on 04 November 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 P. UMALI, duly authorized for this purpose under Board Resolution _____, Series of _____ (copy of which is attached as Annex A).

- and -

UP-TOWN INDUSTRIAL SALES, INCORPORATED ("UP-TOWN"), a corporation organized under Philippine laws with principal office address at 3/F Uptown Corporate Center Building 3 Block 1 Lot 1A Melchora Aquino Cor. J.P. Rizal St. Rizal Technopark Highway 2000 Brgy. San Juan, 1920 Taytay, Rizal represented here by MS. DAISY VILLAFUERTE, Manager - Sales and Logistics and Authorized Representative authorized for this purpose under Resolution No. _____ Series of _____ (copy of which is attached as Annex B);

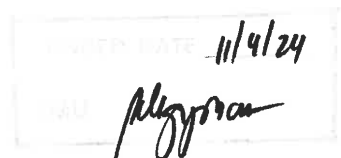
WHEREAS, The Entity invited Bids for certain goods and ancillary services, particularly the Procurement of Various Plates for Granexport and has accepted a Bid from UP-TOWN for the supply of those goods in the sum of **ONE MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN PESOS (Php 1,757,818.00)** hereinafter called "The Contract Price"), which is broken down on a per lot basis, as follows:

LOT NO.	BID AMOUNT (in Php)
1 - MILD STEEL	1,146,007.00
2 - STAINLESS STEEL PLATES	611,811.00
TOTAL	1,757,818.00

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 of the sum of ONE MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN PESOS (Php 1,757,818.00) (hereinafter called "The Contract Price"), which is broken down on a per lot basis, as follows:

LOT NO.	BID AMOUNT (in Php)
1 - MILD STEEL	1,146,007.00
2 - STAINLESS STEEL PLATES	611,811.00
TOTAL	1,757,818.00

or other such sums as may be ascertained, UP-TOWN agrees to provide Various Plates to Granexport in accordance with its Bid.

4. The Entity 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.


GRANEXPORT MANUFACTURING CORPORATION

UP-TOWN INDUSTRIAL SALES, INCORPORATED

By:


AL MATTHEW P. UMALI
Executive Vice President


By:


DAISY M. VILLAFUERTE
Manager - Sales and Logistics and Authorized Representative

For and on behalf of the Head of Procuring Entity

SIGNED IN THE PRESENCE OF:




DAISY E. PEROLINA

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)
 City of TAYTAY RIZAL) S. S.



BEFORE ME, a Notary Public, for and in the City of TAYTAY RIZAL, this _____ day of NOV 05 2024, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI	CRN-011-1049-7695-8	UMID
DAISY M. VILLAFUERTE	03-4431670-6	SSS

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. 184;
Page No. 38;
Book No. XV;
Series of 2024.


ISIDRO SANTIAGO C. MARTINEZ
Notary Public Until Dec. 31, 2024
App. No. 23-11, RTC Antipolo City
2 Kadalagahan St., Taytay, Rizal
Attorney's Roll No. 37013
MCLE VII-00085,11 until 4-14-25
IBP No. 398191, 1-04-2024
PTR No. 21047296, 1-03-2024



