



Republic of the Philippines  
Office of the President  
GRANEXPORT MANUFACTURING CORPORATION  
16<sup>th</sup> Floor, UCPB Building, Makati Avenue, Makati City



14 October 2022

**LSERV CORPORATION**  
Units C & D, 21<sup>st</sup> Floor, Petron Mega Plaza  
358 Sen. Gil J. Puyat Ave., Makati City

Attention: **MR. GENEROSO T. CANLAS, JR.**  
*Vice President*

Re: *Notice to Proceed*  
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Gentlemen:

The attached *Contract Agreement for the Provision of Manpower Services for Granexport Manufacturing Corporation ("Contract")* having been signed and approved, this Notice to Proceed ("Notice") is hereby given to your Company, **LSERV CORPORATION**, in order that performance of the contractual obligations shall commence within **TEN (10) DAYS** from receipt of this Notice.

Upon assumption of its duties, **LSERV CORPORATION** shall be responsible for performing said obligations in accordance with the terms, conditions and the implementation schedule of the *Contract*.

Please acknowledge receipt and acceptance of this Notice by signing in the space provided below.

Very truly yours,

**GRANEXPORT MANUFACTURING CORPORATION**

By:

  
**ALEXANDER MARTOS**  
*President and Chief Executive Officer*

Conforme:

  
**MR. GENEROSO T. CANLAS, JR.**  
*Vice President*  
LSERV Corporation  
Date: OCY 14 2022

**CONTRACT AGREEMENT**  
**(Manpower Services Contract)**

**OCT 07 2022**

THIS AGREEMENT made on 07 day of September 2022 between GRANEXPORT MANUFACTURING CORPORATION of the Philippines (hereinafter called as "GRANEX") of the one part and LSERV CORPORATION of the Philippines (hereinafter called as "LSERV") of the other part;

WHEREAS, GRANEX invited Bids for certain goods and ancillary services, particularly the provision of manpower services and has accepted a Bid by LSERV for the supply of those goods and services in the sum of **THIRTY-TWO MILLION SEVENTY THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 20/100 PESOS (Php 32,070,847.20)** inclusive of Value Added Tax [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 of the sum of **THIRTY-TWO MILLION SEVENTY THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 20/100 PESOS (Php 32,070,847.20)** inclusive of Value Added Tax or such other sums as may be ascertained, LSERV agrees to provide **MANPOWER SERVICES** in accordance with its Bid.
4. GRANEX agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. No employer-employee relationship shall exist between GRANEX and the personnel assigned by LSERV by virtue of this contract. LSERV shall strictly observe and comply with all labor laws with regard to its workers/employees

including workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, holding GRANEX free and harmless from any liability arising from such obligations.

6. LSERV has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of the Government or any other person in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.
7. LSERV shall not assign this Contract or sub-contract the performance of any portion of it, without GRANEX's prior written consent. Prior to the assignment or subcontracting and the approval by GRANEX thereof, LSERV must disclose to GRANEX the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the Service Provider indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract
8. LSERV shall pay taxes in full and on time.
9. LSERV is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue ("BIR") as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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**

By:

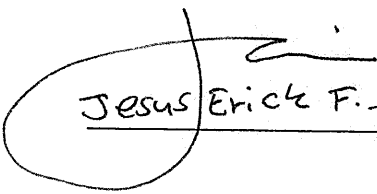
  
**ALEXANDER MARTOS**  
*President and Chief Executive Officer*

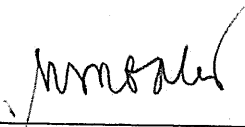
**LSERV CORPORATION**

By:

  
**GENEROSO T. CANLAS, JR.**  
*Vice President*

SIGNED IN THE PRESENCE OF

  
Jesus Erick F. Sta. Barbara

  
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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Makati City ) S.S.

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

<u>Name</u>	<u>Government Issued ID.</u>	<u>Number</u>
Alexander Martos	Driver's License	104-87-052480
Generoso T. Canlas, Jr.	Driver's License	02-01-075124

known to me and to me known to be the same persons who executed the foregoing Contract Agreement (Manpower Services Contract) and acknowledged to me that the same is of their free and voluntary act and deed and that of the Corporations they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this OCT 07 2022 day of OCT 07 2022 2022 at Makati City.

Doc. No. 299 ;  
Page No. 61 ;  
Book No. 29 ;  
Series of 2022.

**JP**  
**ATTY. JOSHUA P. LAPUZ**  
 Notary Public for Makati City  
 Appointment No. M-19 until 12/31/2023  
 Roll No. 45790 / IBP Life No. 04897 / 07-03-03  
 PTR - O.R. No. 8852510 / 01-03-22 / Makati City  
 MCLE No VI-0016565 / 01-14-19  
 G/F Fedman Suites, 199 Salcedo Street,  
 Legaspi Village, Makati City

*[Handwritten signature]*

*[Handwritten signature]*