

## CONTRACT AGREEMENT

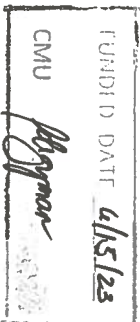
THIS AGREEMENT made on the 15<sup>th</sup> day of June 2023 between GRANEXPORT MANUFACTURING CORPORATION of Makati City, Philippines (hereinafter called as "GRANEXPORT") of the one part and CHEMISOL INC. (hereinafter called as "CHEMISOL") of Quezon City, Philippines of the other part;

WHEREAS, GRANEXPORT invited Bids for certain goods and ancillary services, particularly the procurement of 1,050,000 Liters of Hexane for GRANEXPORT and has accepted a Bid from CHEMISOL, for the supply of those goods and services in the sum FIFTY- FOUR MILLION SIX HUNDRED THOUSAND PESOS (PHP 54,600,000.00) respectively, inclusive of all government taxes (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 FIFTY- FOUR MILLION SIX HUNDRED THOUSAND PESOS (Php 54,600,000.00) for Hexane, inclusive of all government taxes, CHEMISOL agrees to deliver the said good to GRANEXPORT in accordance with its Bid.
4. GRANEXPORT 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.

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:

AL MATTHEW P. UMALI  
Executive Vice President  
For and in Belief of the Board of Directors

By:

SHEILA D. MUNGCAL  
Operations Team Leader and  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
Al Jefferson Sedo

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)  
City of MAKATI CITY) S. S.

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this JUN 16 2023  
day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI	D16-06-023499	Valid until: 07/14/ 2023
SHEILA D. MUNGCAL	1211- 4826- 5374	

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 two (2) 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.

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Page No. 01  
Book No. 3  
Series of 2023.

**ATTY. JOEL FERRER FLORES**  
NOTARY PUBLIC FOR MAKATI CITY  
UNTIL DECEMBER 31, 2023 (2023-2024)  
APPOINTMENT NO. M-115  
ROLL NO. 77376 / MCLE (EXEMPT)  
PTR NO. 9863564 / JAN. 03, 2023/MAKATI CITY  
IBP NO. 261994 / JAN. 03, 2023/PASIG CITY  
1107 D. BATAAN ST., GUADALUPE-NUOVO, MAKATI CITY