

CONTRACT AGREEMENT

THIS AGREEMENT made on the 16th day of June 2023 between **GRANEXPORT MANUFACTURING CORPORATION** of Iligan City, Philippines (hereinafter called as "GRANEXPORT" of the one part and **Jebsen and Jessen Ingredients (P) Inc.**, (hereinafter called "The Supplier") of Taguig City, Philippines of the other part;

1. WHEREAS, The Entity invited Bids for certain goods and ancillary services, particularly the procurement of 858, 000 kg of Activated Bleaching Earth and 400,000 kg of Activated Carbon from the Supplier for the supply of those goods and services in the sum of **FORTY THREE MILLION FIVE HUNDRED FORTY THREE THOUSAND PESOS (Php 43,543,000)** (hereinafter called "The Contract Price"), which is broken down as follows, inclusive of all government taxes:

| LOT | Bid Amount (As Calculated) |
|-----------------------------------|---|
| Lot 1 - Activated Bleaching Earth | TWENTY-EIGHT MILLION SEVEN HUNDRED FORTY-THREE THOUSAND PESOS (Php 28,743,000.00) |
| Lot 2 - Activated Carbon | FOURTEEN MILLION EIGHT HUNDRED THOUSAND PESOS (Php 14,800,000.00) |

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
3. 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.**

4. In consideration of the sum of **FORTY-THREE MILLION FIVE HUNDRED FORTY-THREE THOUSAND PESOS (Php 43,543,000)** (hereinafter called "The Contract Price"), inclusive of all government taxes:



| LOT | Bid Amount (As Calculated) |
|-----------------------------------|---|
| Lot 1 - Activated Bleaching Earth | TWENTY-EIGHT MILLION SEVEN HUNDRED FORTY-THREE THOUSAND PESOS (Php 28,743,000.00) |
| Lot 2 - Activated Carbon | FOURTEEN MILLION EIGHT HUNDRED THOUSAND PESOS (Php 14,800,000.00) |

the supplier agrees to deliver the said goods to Granexport in accordance to its Bid.

5. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
6. *Anti-Bribery Clause*

The SUPPLIER 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 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. *Assignment Clause*

The SUPPLIER shall not assign this Contract or sub-contract the performance of any portion of it, without the ENTITY's prior written consent. Prior to the assignment or subcontracting and the approval by ENTITY, the SUPPLIER must disclose to ENTITY the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the SUPPLIER indicating: (i) that the assignee/s or subcontractor/s is/are 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 terms of this Contract, and (iii) the detailed terms of assignment/sub-contract.

7. 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

JEBSEN AND JESSEN INGREDIENTS (P) INC.

By:



By:


AL MATTHEW P. UMALI
Executive Vice President


ROMAIN MICHEL JOSEPH GROSJEAN
General Manager

For and in behalf of the Board of Directors

SIGNED IN THE PRESENCE OF:


_____

ACKNOWLEDGMENT

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

JUN 16 2023

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this _____
day of _____, 20____, personally appeared:

| Name | ID No. | Issued on/Issued at |
|-------------------------------|---------------|-------------------------|
| AL MATTHEW P. UMALI | D16-06-023499 | Valid Until: 07/14/2023 |
| ROMAIN MICHEL JOSEPH GROSJEAN | 22D123512 | Valid Until: 30/08/2027 |



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. 395
Page No. 81
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. 9563564 / JAN. 03, 2023/MAKATI CITY
IBP NO. 261994 / JAN. 03, 2023/PASIG CITY
1107 D. BATAAN ST., GUADALUPE-NUEVO, MAKATI CITY

ferr