

CONTRACT AGREEMENT

This Agreement is executed on **10th October 2023** at **Manila City** 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 -

MACTAN ROCK INDUSTRIES, INC. ("MACTAN ROCK"), a corporation organized under Philippine laws with principal office address at 3rd Flr. FCB Financial Center Bldg., AC Cortez Ave., Alang-alang, Mandaue City, Cebu represented here by **LITO R. MADERAZO**, President and Chief Executive Officer 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 Water Treatment Chemicals for Cooling Tower and Boiler for Granexport Manufacturing Corporation ("Granexport") and has accepted a Bid from MACTAN ROCK for the supply of those goods in the sum of **THREE MILLION THIRTEEN THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 18/100 PESOS (Php 3,013,727.18)** (hereinafter called "The Contract Price"), which is broken down as follows:

ITEM NO.	Bid Amount (As Calculated)
1- Scale Inhibitor 1	FIVE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED TWENTY NINE AND 36/100 PESOS (Php 591,429.36)
2- Scale Inhibitor 2	TWO HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED EIGHTY SIX AND 10/100 PESOS (Php 289,286.10)
3- Scale Inhibitor 3	ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED FOURTEEN AND 50/100 PESOS (Php 160,714.50)
4- Primary Biocides	FORTY THOUSAND THREE HUNDRED EIGHTEEN AND 8/100 PESOS (Php 40,318.08)
5- Secondary Biocides	FORTY SEVEN THOUSAND THIRTY SEVEN AND 76/100 PESOS (Php 47,037.76)
6- Scale Inhibitor	SEVEN HUNDRED THIRTY NINE THOUSAND TWO HUNDRED EIGHTY SIX AND 70/100 PESOS (Php 739,286.70)
7- Sludge Conditioner	FOUR HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED EIGHTEEN AND 24/100 PESOS (Php 428,818.24)
8- Corrosion Inhibitor	SIX HUNDRED SIXTY SIX THOUSAND EIGHTY NINE AND 94/100 PESOS (Php 666,089.94)







9- Oil Dispersant	(Php 54,746.50)
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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.:



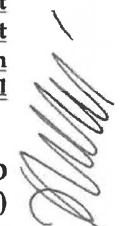


- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, 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 **THREE MILLION THIRTEEN THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 18/100 PESOS (Php 3,013,727.18)** (hereinafter called "The Contract Price"), which is broken down on per company basis as:

ITEM NO.	Bid Amount (As Calculated)
1- Scale Inhibitor 1	FIVE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED TWENTY NINE AND 36/100 PESOS (Php 591,429.36)
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6- Scale Inhibitor	SEVEN HUNDRED THIRTY NINE THOUSAND TWO HUNDRED EIGHTY SIX AND 70/100 PESOS (Php 739,286.70)
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8- Corrosion Inhibitor	SIX HUNDRED SIXTY SIX THOUSAND EIGHTY NINE AND 94/100 PESOS (Php 666,089.94)
9- Oil Dispersant	(Php 54,746.50)

or other such sums as may be ascertained, **MACTAN ROCK** agrees to provide Water Treatment Chemicals for Cooling Tower and Boiler 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.


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

MACTAN ROCK INDUSTRIES, INC.

By:

By:


AL MATTHEW P. UMALI
 Executive Vice President


LITO R. MADERAZO
 President and Chief Executive Officer -
 Authorized Representative

SIGNED IN THE PRESENCE OF:





Handwritten mark

ACKNOWLEDGMENT

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

MAKATI CITY OCT 11 2023

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

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI	CRN-011-1049-7695-8	UMID
LITO R. MADERAZO	CRN-0111-7112928-8	UMID

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 four (4) 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. 73
Page No. 45
Book No. 3
Series of 2023.

ATTY. JOSE LINO N. SUZON
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023
2746 ZENAIDA ST. POBLACION MAKATI
IBP NO. 257632/01/02/23
PTR NO. 456233/01/03/23
MCLE COMPLAINCE NO. VII-0013028/04/14/2025
ROLL NO. 60799
APPOINTMENT NO. M-078