

CONTRACT AGREEMENT
LOT 1 COLD STORAGE, SUPPLY OF EQUIPMENT FOR THE INFECTIOUS
DISEASES LABORATORY (PBM 2023-17)

COA U.P. MIN
RECEIVED

DATE: SEP 21 2023
 TIME: _____
 BY: _____

THIS AGREEMENT made on the _____ day of 21 SEP 2023 between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, created by virtue of Act No. 1870, as amended and re-organized and operating by virtue of Republic Act No. 9500, through its constituent unit, the **UNIVERSITY OF THE PHILIPPINES MINDANAO (UP MINDANAO)**, established by virtue of Republic Act No. 7889, with office address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LYRE ANNI E. MURAO, Ph.D.**, hereinafter referred to as the "**THE ENTITY**";

and

The **RAINPHIL INC.**, with office address at 2/F Lot 2 Blk. 27 Arellano Cor. Olivares Sts., Palanan, Makati City 1235, represented herein by its Authorized/Products and Sales Representative, **FAITH D. FLORES**, hereinafter referred to as "**THE SUPPLIER**".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **LOT 1 COLD STORAGE, SUPPLY OF EQUIPMENT FOR THE INFECTIOUS DISEASES LABORATORY (PBM 2023-17)** (hereinafter called "**WORK**") and has accepted a Bid by the Supplier for the supply of those goods and ancillary services in the sum of **Two Million Eight Hundred Forty Thousand Pesos (P2,840,000.00)** (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 (ANNEX A)

 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 (in the form of Surety Bond to expire on August 30, 2024) (ANNEX B);
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; (ANNEX C) 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**

Lyre Murao

[Signature]

Y. Flores

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 for the sum of **Two Million Eight Hundred Forty Thousand Pesos (P2,840,000.00)** or such other sums as may be ascertained, Rainphil Inc. agrees to deliver/perform the **LOT 1 COLD STORAGE, SUPPLY OF EQUIPMENT FOR THE INFECTIOUS DISEASES LABORATORY (PBM 2023-17)** in accordance with its Bid.
4. **PAYMENTS** - In consideration of the payments to be made by **THE ENTITY** to **THE SUPPLIER** as hereinafter mentioned, **THE SUPPLIER** hereby covenants with **THE ENTITY** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

THE ENTITY hereby covenants to pay **THE SUPPLIER** in consideration of the provision of the goods and services and the remedying of defects therein, **THE CONTRACT PRICE** or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

THE CONTRACT PRICE is inclusive of all duties, taxes, license premiums, fees and changes which may accrue by virtue of the work, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contribution imposed by law and insurance. All such fees shall be for the account of **THE SUPPLIER**.

Any exemption in the payment of the foregoing shall be credited to **THE ENTITY**. **THE SUPPLIER** is obligated to inform **THE ENTITY** in writing of any exemption obtained or granted to it with respect to taxes, licenses, and other fees. **THE SUPPLIER** shall pay all costs incurred in the preparation of this Agreement, including notarial fees.

No changes shall be made on the contract price by reason of escalation in currency, the price of materials, tolls, equipment, or labor supervising during the course of the work, except under conditions specified by Law. Any adjustment in the Contract Price shall be done in accordance with guidance provided by law.

- a) **THE ENTITY** shall, upon a written request of **THE SUPPLIER** which shall be submitted as a contract document, make an advance payment to **THE SUPPLIER** in an amount equal to fifteen percent (15%) of the total contract price pursuant to (The 2016 Revised Implementing Rules and Regulations of Republic Act 9184).
 - b) The advance payment of 15% shall be made upon the submission to and acceptance by **THE ENTITY** of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.
 - c) The remaining amount shall be paid upon completion of the WORK.
5. **PERIOD OF WORK** – **THE SUPPLIER** shall complete the aforementioned WORK within **Ninety (90) calendar days** from receipt of the Notice to Proceed ready for use of **THE ENTITY** unless prevented by causes like strikes, accidents, typhoons, floods and other natural calamities or other unforeseen events, which render the work incapable of

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completion, in which case **THE ENTITY** shall have the power to extend the time and shall certify accordingly.

No extension of contract time whatsoever shall be granted to **THE SUPPLIER** due to ordinary/unfavorable conditions, non-availability of equipment or materials to be furnished by it, labor problems and such causes for which **THE ENTITY** is not directly responsible, or when time-affected activities do not fall within the critical part of the network. The Provisions of RA 9184 and its IRR shall apply in case of suspension of work.

6. **SUBCONTRACT – THE SUPPLIER** shall not assign, transfer, pledge, convey, subcontract or make any other disposition of the Contract or any part or interest therein under this Contract without the consent of **THE ENTITY**.
7. **LIQUIDATED DAMAGES-** In the event **THE SUPPLIER** refuses or fails to deliver within the time herein specified, or within the period or extension that may be granted by **THE ENTITY**, if any, **THE ENTITY** is hereby authorized to deduct liquidated damages from any amount due under this contract.

To be entitled to such liquidated damages, **THE ENTITY** does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to **THE SUPPLIER** under the Contract and/or collect such liquidated damages from the securities posted by **THE SUPPLIER** whichever is convenient to **THE ENTITY**.

The amount of liquidated damages to be paid by **THE SUPPLIER** shall be ONE TENTH OF ONE PERCENT (1/10 of 1 %) of the cost of the unperformed portion of the works for every day of delay.

The provisions of RA 9184 and its IRR on liquidated damages shall apply in case of liquidated damages.

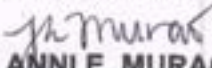
8. **VIOLATION OF TERMS AND CONDITIONS -** If **THE SUPPLIER** in any manner neglects or fails to perform any agreement herein stipulated, **THE ENTITY** shall give written notice to **THE SUPPLIER** to proceed with such work and to perform such agreement, and if it shall fail to do so accordingly within five (5) days from receipt thereof, and the Project Engineer shall certify that such failure is sufficient ground for action, it shall be lawful for **THE ENTITY** to enter upon the premises and to complete the work contemplated under this Contract, and to use or authorize such other contractor or person to use thereof any tools, materials and property of **THE SUPPLIER** in such event shall be liable to **THE ENTITY** for the amount incurred in excess of the contract price plus other damages **THE ENTITY** may suffer by reason thereof.
9. **LIABILITY CLAUSE - THE ENTITY** shall not be liable for any damage or prejudice caused to third persons arising out of or related to the contract, provided that there was no negligence on the part of **THE ENTITY**.
10. **AMENDMENTS AND REVISIONS –** All amendments or revisions of any provision of this contract shall be upon the prior written consent of both Parties subject to the execution of an appropriate instrument for the purpose.

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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.


LYRE ANNI E. MURAO, Ph.D.

Chancellor

for:

University of the Philippines Mindanao



FAITH D. FLORES

Authorized/Products and Sales
 Representative

for:


Rainphil Inc.

SIGNED IN THE PRESENCE OF:


ZENAIDA G. CALATRAVA

Chief, Accountant

University of the Philippines Mindanao


JANU NEIL A. BONJE

Rainphil Inc.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit:

Name	Gov't Issued ID	Date Issued
1. Lyre Anni E. Murao	<u>L02-06-003064</u>	<u>07/03/2018</u>
2. Faith D. Flores	<u>5590-9346-9835-7485</u>	<u>05/13/2023</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of four (4) pages including this page where the Acknowledgement is written, refers to a Contract Agreement between the UNIVERSITY OF THE PHILIPPINES MINDANAO and RAINPHIL INC. It has been signed by the parties and their instrumental witnesses at every page.

21 SEP 2023

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____ 2023 at Davao City, Philippines.

Doc. No.: 298
 Page No.: 4
 Book No.: XVI
 Series of 2023.



ATTY. KARL MAX U. LABANON, RN
 NOTARY PUBLIC
 Serial No. 2023 - 212 - 2023
 Until 31 December 2025, Davao City
 Roll of Attorneys No. 82238
 JRP O.R. No. 25573C, dtd. 12 - 29 - 2021
 PTR O.R. No. 7865-SBC, dtd. 12 - 22 - 2022
 MCLE Compliance: 4th Term May 28, 2022