

# CONTRACT AGREEMENT FORM

(SPMO-TF-19-08-177)


THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **UNIVERSITY OF THE PHILIPPINES BAGUIO** of Governor pack Road, 2600 Baguio City (hereinafter called "the Entity") of the one part and **RAINPHIL INC.** of Unit 23P Burgundy Corporate Tower, 252 Sen. Gil Puyat Avenue, Makati City, Metro Manila (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *various scientific equipment* - **1 unit ULTRA LOW FREEZER, 1 unit MULTI MODE MICROPLATE READER, 1 unit REFRIGERATED INCUBATOR, 1 unit BIOSAFETY CABINET (Bid Reference No. UPB-BID-2019-020)** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **THREE MILLION ONE HUNDRED THOUSAND PESOS - PhP 3,100,000.00** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. 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
4. 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.

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.

  
**RAYMUNDO D. ROVILLOS**  
Chancellor

  
**ARJAY ADAMOS**  
Product Sales Representative