

**AGREEMENT FOR THE SUPPLY AND INSTALLATION
AND COMMISSIONING OF AIR CONDITIONER**

KNOW ALL MEN BY THERE PRESENTS:

This Construction Agreement (or "Agreement") entered into this ____ day of October 2019, by and between:

IMMACULATE CONCEPTION ACADEMY OF MANILA, INC. is a private Catholic School owned by the Missionary Sister's of the Immaculate Conception Inc duly licensed and registered, under the laws of the Republic of the Philippines with principal place of business at 2212 S. DEL ROSARIO ST. COR. HONORIO LOPEZ ST. GAGALANGIN TONDO, represented herein by its **Finance Officer/Treasurer, Sr. VILMA P. MASINDA, MIC** herein after referred to as the **"OWNER"**

-and-

KOLIN PHILIPPINES INTERNATIONAL INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office at Kolin Building, 1854 Santa Rita Street Guadalupe Nuevo, Makati City, represented herein by its **President / Chief Executive Officer, Mr. TONG YONG TSENG** herein after referred to as the **"CONTRACTOR"**

The **OWNER** and **CONTRACTOR** shall hereinafter be collectively referred to as **"PARTIES"** or singly **"PARTY"**

WITNESSETH: That-

WHEREAS, the **OWNER** proposes and desires to construct a **FOUR (4) STOREY BUILDING IMMACULATE CONCEPTION ACADEMY**, located at Gagalangin Tondo, Manila, hereinafter referred as the **"PROJECT"**

WHEREAS, the **CONTRACTOR** has represented and warranted itself as competent, duly licensed supplier, and thereof has the technical, financial and legal capability and competency to undertake the **SUPPLY & DELIVERY OF AIR-CONDITIONG EQUIPMENT** for the **PROJECT** (the **"WORKS"**);

WHEREAS, the **OWNER** has accepted the proposal of the **CONTRACTOR** to undertake the Works under the terms and conditions hereinafter set forth.

ARTICLE I – CONTRACT DOCUMENTTS

1.0 The Contract Documents consist of this Agreement and that the following documents, as approved by the **OWNER**, which are incorporated hereto and shall form part of this Agreement:

1.1 Bid proposal based on Negotiated Price KMI-QUOTE-11-19-1071-rev05
dated November 12, 2019 – *"Annex B"* (6) sheets

The **WORKS** shall be done and performed in accordance with the proposal form.




Any items mentioned in any of the contract documents, and not included in the others, shall be deemed included and covered by this Agreement.

The CONTRACTOR shall make no change or alteration in the proposal form without the prior written approval of the OWNER. Mere act of tolerance shall not constitute approval.

ARTICLE II – SCOPE OF WORKS

- 1.0 The CONTRACTOR shall undertake the PROJECT and perform the WORKS based on the agreed contract price in Quotation No. KMI-QUOTE-11-19-1071-rev05 (dated November 12, 2019 is based) within the contract time herein stipulated, in accordance with the Contract Documents.
- 2.0 The CONTRACTOR shall furnish and supply, for its own account, all necessary equipment, technical supervision and expertise, and other facilities, as, maybe needed and accordingly perform everything necessary for the satisfactory performance and completion of the Projects as may be required pursuant to the approved Scope of Works as described herein.
- 3.0 The CONTRACTOR shall, before commencing the WORKS, Submit a Schedule of Delivery (the “**Schedule**”) detailing the stages and order of proceeding with the WORKS. Such schedule shall be subject to approval of the OWNER. If during course of the Contract Period of Eight (16) Weeks (120 Calendar Days) as stipulated in Paragraph 1.0 of **Article IV- Supply & Delivery**, special circumstances should arise, which in the opinion of the OWNER or CONTRACTOR, may warrant or necessitate a revision or departure from the order of procedure as shown in the approved Schedule, then the CONTRACTOR shall accordingly so revise the Schedule with the consent of the OWNER at all times.

ARTICLE III – PRICE AND TERMS OF PAYMENT

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- 1.0 The Contract Price shall be in the sum of PESOS: **Four Million Eight Hundred Forty Seven Thousand Nine Hundred Seventy Nine Pesos Only (Php 4,847,979.00)** inclusive of all applicable taxes (the “**Contract Price**”). It includes supply and delivery of equipments at Project jobsite, supervision, testing & commissioning as may be deemed necessary and proper for the substantial and timely completion of the WORKS. The OWNERS agrees to pay the Contract price in the manner stated below:
 - 1.1. FIFTY PERCENT (50%) of the Unit price of the total amount of **One Million Six Hundred Sixty Eight Thousand Two Hundred Pesos Only (Php 1,668,200.00)** shall be paid to the CONTRATOR as down payment, payable upon execution of this agreement and Another 50% for the Full payment of the Unit price of the the Total amount of **One Million Six Hundred Sixty Eight Thousand Two Hundred Pesos Only (Php 1,642,864.00)** shall be paid to the CONTRATOR before delivery of units.
 - 1.2. Balance of the contract price shall be paid Fifteen (15) Days after receiving of the Final Billing, and upon completion of the project. Such request for payment of the billings shall be checked, evaluated, certified and endorsed by the BLDG. ADMINISTRATOR to the OWNER for payment within Five (5) working days.

Prior to acceptance of overall works, the CONTRACTOR shall submit within Five (5) days upon completion of overall works, written Certification of Completion of overall works.
 - 1.3. No certificate and/or endorsement for billings made under this Agreement shall be deemed to represent conclusive evidence of the performance and completion of the WORKS, either in whole or in part, and no payment made hereunder shall be construed to be an acceptance of defective or improper equipments, method and procedure.

ARTICLE IV – SUPPLY AND DELIVERY

- 1.0 The CONTRACTOR shall complete the supply, delivery and installation of equipments by February 29, 2020 notwithstanding anything stated in the Contract documents to the contrary.

ARTICLE V – OWNER'S OBLIGATIONS

- 1.0 The OWNER or its authorized representatives shall notify in writing the CONTRACTOR of any unsatisfactory and defective equipments delivered for the WORKS. However, failure of the OWNER to notify the CONTRACTOR of any unsatisfactory and defective equipment(s) does not relieve the CONTRACTOR of its responsibility to replace or correct such equipments to the satisfactory of the OWNER within warranty limitations and conditions.
- 2.0 The OWNER shall notify the CONTRACTOR of any substantial non-performance or non-compliance by the CONTRACTOR of any of the terms and condition of this Agreement or any of the agreed Contract Documents.
- 3.0 The OWNER shall provide a warehouse for equipments storage and safekeeping until completion and acceptance of the WORKS.
- 4.0 The OWNER shall provide drain line and Electrical supply for all the Aircon units. Power supply requires 220V / 1 Phase / 60 Hz for wall mounted, 3.0Tonner Ceiling Cassette and 220V / 3 Phase / 60 Hz for 5.0Tr Floor mounted AC.

ARTICLE VI – RESPONSIBILITIES OF THE CONTRACTOR

- 1.0 The contract price includes a twelve (12) months Defects Liability Period for whole air conditioning equipments, one (1) time free cleaning for Window type and Wall mounted Aircon within one (1) year from the date of purchase and (36) months for compressor from turnover of the WORKS.
- 2.0 If the CONTRACTOR fails to replace the defects found during the one (1) year period, despite receipt of notice from the OWNER, the latter may by itself or through another contractor, repair or remedy the defects. The cost of such replacement shall be charged to the CONTRACTOR'S Warranty Bond and if such Bond be insufficient, the balance shall be paid by the CONTRACTOR within five (5) days from demand of the OWNER.

ARTICLE VII – WARRANTY

- 1.0 In general, all supplied equipment & devices shall be of first class quality.
- 2.0 The CONTRACTOR warrants that WORKS shall conform of Philippine Codes and Standards.
- 3.0 The CONTRACTOR warrants that all equipment and devices are merchantable quality, complying strictly with this Agreement, and are free from all defects. The CONTRACTOR will undertake to repair or replace, at its expense, any defect found within the warranty/guarantee period.
- 4.0 The CONTRACTOR warrants that equipments and every components used in the WORKS will remain free from defects for a period of Twelve (12) and (36) months for compressor from acceptance by the OWNER and will repair or replace at its own expense any defect found within the warranty/guarantee period.
- 5.0 The CONTRACTOR shall be bound to test or commission any equipment(s) beyond its warranty period.

ARTICLE VIII – COMPLETION & FINAL ACCEPTANCE

- 1.0 Upon full completion of the WORKS in accordance with this Agreement, as certified by the CONTRACTOR and to the full satisfaction of the OWNER, the OWNER shall within Three (3) days from receipt of such Certificate of Completion to issue a written certificate of acceptance thereof. Upon issuance by the OWNER of such certificate of acceptance, the balance found to be due the CONTRACTOR shall become payable and shall be paid within Seven (7) working days.

ARTICLE IX – GENERAL PROVISIONS

- 1.0 No amendments or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- 2.0 By this Agreement the CONTRACTOR acknowledges and accepts the trust and confidence reposed upon it by the OWNER and in turn warrants and guarantees the OWNER the execution of the terms and conditions and provisions of this Agreement to the best of its skills and ability by maintaining a high degree of efficiency in the supervision and administration of the WORKS subject of this Agreement.
- 3.0 The CONTRACTOR guarantees the performance and completion of the WORKS to the satisfaction of the OWNER in conformity with the provision of the Philippine Codes and Standards and the Contract Documents.
- 4.0 Should disputes, controversies, or differences between the PARTIES arise in connection with this Agreement, the PARTIES shall, as far as practicable, settle the same amicably. Within five (5) days from written notice (“initial written notice”) from one PARTY that dispute or controversy needs to be settled, the PARTIES shall arrange for their respective representative to meet not later than ten (10) calendar days from the initial written notice. During said meeting or meetings which the PARTIES may call, the PARTIES shall, in good faith, endeavour to reach a settlement mutually acceptable to both the OWNER and the CONTRACTOR. Should the PARTIES fail to settle their dispute(s) under this mode within thirty (30) days or such period as may agreed by the PARTIES from date of receipt of initial written notice PARTIES may resort to filing the appropriate case in Civil Court.
- 5.0 Time shall be of the essence of this Agreement but failure to exercise and a delay in exercising any right, power or privileges under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power of privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are exclusive of any rights or remedies provided by law.
- 6.0 This Agreement constitutes the complete and exclusive statement of the terms and conditions of the Agreement between the PARTIES with respect to the subject matter referred to herein. No statement or agreement, oral or written, made prior to the execution hereof, and no prior conduct or practice of either PARTY shall vary or modify the written terms set forth herein, and neither PARTY shall claim any modification unless in writing and signed by both PARTIES.

7.0 In case any of the provision contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected nor impaired thereby.

8.0 The PARTIES hereto warrant that this Agreement has been executed and delivered by their duly authorized representatives, and that this Agreement shall be binding upon and enforceable against the PARTIES and their respective successors in interest and assigns. The titles used in the various provision of this Agreement are merely descriptive in character and in case of doubt or conflict, the text described thereby shall be controlling.


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John P. D. Jr.

IN WITNESS WHEREOF the PARTIES have signed this Agreement on the date and in the placed first above written.

IMMACULATE CONCEPTION
ACADEMAY OF MANILA
OWNER

KOLIN PHILIPPINES INT'L, INC.
CONTRACTOR

By:



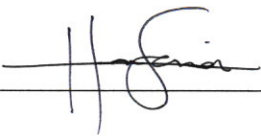
Sr. VILMA P. MASINDA, MIC
Finance Officer/Treasurer

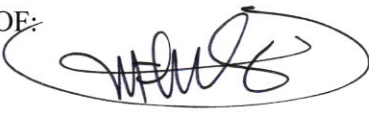
By:

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TONG YONG TSENG
President/CEO

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S

BEFORE ME, A Notary Public, for and in the jurisdiction, this _____ day of November 2019 personally appeared the following with their Community Tax Certificate, to wit:

NAME	RES.CERT. NO.	DATE OF ISSUE	PLACE
Sr. VILMA P. MASINDA	Passport#P8271269A	Aug 08, 2018	DFA NCR
TONG YONG TSENG	CTC#CCI201714441498	Jan 01, 2019	MAKATI CITY

Known to me be the same persons who executed the foregoing instrument and they acknowledgement to me that the same is their own free will and deed and of the corporation they represent.

I hereby certify that this instrument consist of Seven (6) pages including this page on which this acknowledgement is written, and was signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____