

CONTRACT AGREEMENT

(Contract No. 2024-015)

THIS AGREEMENT, made this FEB 19 2024 day of February 2024 in Quezon City between:

The **TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY (TIEZA)**, an attached body corporate of the Department of Tourism by virtue of Republic Act No. 9593 holding office address at 6th and 7th Floors, Tower 1 Double Dragon Plaza, DD Meridian Park, Macapagal Avenue corner EDSA Extension, Pasay City, Metro Manila, represented herein by its Chief Operating Officer, **MARK T. LAPID** duly authorized for this purpose under Board Resolution 24-000 Series of _____ (copy of which is attached as Annex A);

-and-

DEUTSCHE MOTORGERATE INC., with principal office address at 10 Tagdalit Street, Brgy. Manresa, Quezon City, represented here by **JESUS O. CO** authorized under Resolution No. _____, Series of _____ (copy of which is attached as Annex B).

RECITALS

WHEREAS, TIEZA is desirous that the SUPPLIER execute the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE (5) UNITS WALK-IN MULTI-PLACE HYPERBARIC CHAMBERS, INCLUSIVE OF TRAINING, IN BORACAY ISLAND, MALAY AKLAN, DUMAGUETE CITY, NEGROS ORIENTAL; CAMIGUIN ISLAND; PUERTO GALLERA, ORIENTAL MINDORO; AND DAAN BANTAYAN AS PER PR NO. 23-12-0663** and TIEZA has accepted the bid for the supply of those goods and services in the sum of **THREE HUNDRED THIRTY-NINE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND PESOS (PHP339,795,000.00)** (hereafter called "the Contract Price").

NOW THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, as applicable, shall be attached, deemed to form, and be read and construed as part of this Agreement:
 - a. Addenda and/or Supplemental/Bid Bulletins, if any;
 - b. BAC Resolution/s;
 - c. Bid Data Sheet;
 - d. General Conditions of Contract;
 - e. Memorandum for the COO recommending award;
 - f. Notice of Award of Contract and the Bidder's *conforme* thereto;
 - g. Performance Security;
 - h. Schedule of Requirements;
 - i. Special Conditions of Contract;
 - j. Supplier's Bid, including the Technical and Financial Proposal, Procuring Entity's Invitation to Bid and all other documents/statements submitted in the Supplier's bid evaluation;
 - k. Technical Specifications;
 - l. Terms of Reference (TOR);
 - m. TWG Evaluation and Recommendation/Resolution;
 - n. Other contract documents that may be required by existing laws or by TIEZA.SUPPLIER agrees that additional contract documents or information prescribed

JESUS O. CO
FOR THE SUPPLIER

MARK T. LAPID
FOR TIEZA

Stamp: BUREAU OF PROCUREMENT
Date: 04/22/2024
By: [Signature]

by the GPPB that are subsequently required for submission after the contract's execution, such as the Notice to Proceed, Variation Orders and Warranty Security, shall likewise form part of the Contract.

The enumeration above shall not be construed as a limitation to the inclusion of other relevant documents submitted and/or required to be submitted by applicable law, issuances, or TIEZA.

3. In consideration of sum of **THREE HUNDRED THIRTY-NINE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND PESOS (PHP339,795,000.00)** or such other sums as may be ascertained, SUPPLIER agrees to provide the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE (5) UNITS WALK-IN MULTI-PLACE HYPERBARIC CHAMBERS, INCLUSIVE OF TRAINING, IN BORACAY ISLAND, MALAY AKLAN, DUMAGUETE CITY, NEGROS ORIENTAL; CAMIGUIN ISLAND; PUERTO GALLERA, ORIENTAL MINDORO; AND DAAN BANTAYAN AS PER PR NO. 23-12-0663** in accordance with its bid.
4. TIEZA agrees to pay the above-mentioned sum in accordance with the terms of the bidding and payment schedule as follows:
 - (a) Advance payment ----- 15%
 - (b) Inspection 1 ----- 30%
 - (c) Inspection 2 ----- 30%
 - (d) Commissioning ----- 15%
 - (e) Retention ----- 10%
5. SUPPLIER shall not be liable to the other for any delay in performing its obligations under the Contract when the delay is caused by "Force Majeure" or fortuitous event. For purposes of this Contract a "force majeure" or a fortuitous event refers to events, which the SUPPLIER could not have foreseen, or which though foreseen, were inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the SUPPLIER.
 - (a) In cases of Force Majeure, the SUPPLIER shall promptly notify TIEZA in writing of the relevant circumstances.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the date and place first above-written.

TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY

By 
MARK T. LAPID
Chief Operating Officer

DEUTSCHE MOTORGERÄTE INC.

By 
JESUS O. CO
Authorized Representative

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Quezon City) S.S.

Quezon City

BEFORE ME, a Notary Public in and for _____, Philippines, this _____ day of FEB 19 2024 2024 personally appeared:

NAME	ID PRESENTED/ID NO.	DATE & PLACE ISSUED
MARK T. LAPID	TIEZA ID No. 2356	Pasay City
JESUS O. CO	JIP&PJT 30160A	_____

all known to me to be the same persons who executed the foregoing Contract Agreement and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of THREE (3) pages, including the page where this acknowledgement is written. FEB 19 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

NOTARY PUBLIC

Doc. No. 230
Page No. 46
Book No. 16
Series of 2024.

[Signature]
ATTY. MA. LUISA R. VALENZUELA
 Notary Public
 Until December 31, 2024
 No. 285 NS Amoranto St., Brgy. NS Amoranto Quezon City
 IBP OR NO. 248675MD2024 10.18.2022
 PTR NO. 4796692D 01 08.2024 QC
 ROLL OF ATOPNEY 40364
 ADM. MATTER NO. NP-327-2023-2024)
 MCLE VH-NO. 0018809 APRIL 14, 2022

[Handwritten mark]

