

Republic of the Philippines
DEPARTMENT OF ENERGY
3rd Floor Tolentino 2020 Bldg., Candelaria Ave.,
Ecoland, Matina, Davao City

CY 2024 CONTRACT FOR THE SUPPLY AND DELIVERY OF TOLUENE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this MAY 17 day of 2024 by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Mindanao Field Office, with office address at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, represented herein by its Director for Mindanao Field Office, **NILO J. GEROCHE**, hereinafter referred to as the "**CLIENT**";

-and-

BELMAN LABORATORIES, a company duly organized and existing under the laws of the Republic of the Philippines, with address at 78 Cordillera St., Cor. Quezon Ave., Quezon City, represented in this Act by **MS. LARNI A. POLICARPIO** its Operations Manager, hereinafter referred to as the "**CONTRACTOR**".

The **CLIENT & CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".

WITNESSETH: That

WHEREAS, CLIENT is in need of a duly licensed supplier of laboratory chemicals and reagents for its office located at the 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City;

WHEREAS, CONTRACTOR, being a duly licensed supplier of laboratory chemicals and reagents, had offered to supply the toluene requirements of **CLIENT**;

WHEREAS, Section 53.9 Rule XVI of the 2016 Revised IRR of RA 9184, otherwise known as "Government Procurement Reform Act" authorized the conduct of Small Value Procurement for Negotiated Procurement under Alternative Method of Procurement (AMP);

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below set forth, the **PARTIES** herein have agreed, as they do hereby agree as follows:

1. **CONTRACTOR** agrees and undertakes to provide **CLIENT** with Five (5) liters of reagent grade toluene every month for six months at **CLIENT**'s office located at the 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City;
2. **CONTRACTOR** further agrees to provide the following services to **CLIENT**:
 - 2.1 Supply **CLIENT** with Five (5) liters of reagent grade toluene every month during the lifetime of this Contract;
 - 2.2 Deliver the reagent grade toluene to **CLIENT**'s premises at the aforementioned address;
 - 2.3 The **CONTRACTOR** should ensure that all items delivered shall be free from defects and the defects, if any, during the guarantee period is to be rectified free of charge by arranging free replacement whenever necessary;
3. For and in consideration of the services to be rendered by **CONTRACTOR** to **CLIENT** in accordance with this Contract, the latter shall pay the former the amount of **Php 3,174.00** per 5 liters delivered inclusive of any and all kinds of taxes, fees, charges and other legal exactions. The **CLIENT** shall pay the **CONTRACTOR** with the total contract price not to exceed **NINETEEN THOUSAND FORTY-FOUR PESOS (Php 19,044.00)**. **CONTRACTOR** hereby agrees that there shall be no escalation of the Contract price during the term of this Contract.
4. The **CLIENT** shall pay **CONTRACTOR** on a per transaction basis at least two (2) weeks after receipt from **CONTRACTOR** of the corresponding invoices for the delivered 5-L reagent grade toluene of the preceding month;
5. This Contract shall be effective beginning on 1 April 2024 and shall continue in full force and effect until 1 October 2024. In the event **CLIENT** is prevented from doing business due to war, civil commotion, strike and labor dispute among **CLIENT**'s employees, Acts of God, force majeure or any other cause beyond its control, this Contract shall be deemed suspended during the existence of any of the foregoing causes. Upon the termination or cessation of the force majeure condition, this Contract shall be deemed effective and its duration extended for the time of suspension thereof; unless **CLIENT**

terminates this Contract by reason of such force majeure causes by giving **CONTRACTOR** seventy-two (72)-hours prior written notice.

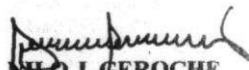
6. The **PARTIES** expressly agree that the services rendered herein are extremely vital to **CLIENT**, such that in the event of any cause or reason beyond the control of **CONTRACTOR**, such as strikes, lockouts or labor disputes among **CONTRACTOR's** employees which may otherwise disrupt or prevent **CONTRACTOR** from performing or rendering the services herein, **CLIENT** shall have the right to terminate this Contract by giving **CONTRACTOR** seventy-two (72)-hours prior written notice;
7. **CLIENT** hereby reserves the right to rescind, terminate or abrogate this Contract with **CONTRACTOR** upon seventy-two (72)-hours prior written notice to the latter in any of, but not limited to, the following instances:
- a) submission of falsified or forged license as well as other falsified documents and reports; and
 - b) breach by **CONTRACTOR** of its obligations and the terms and conditions under this Contract.
8. **CONTRACTOR** warrants that it or any of its officials or representatives, has not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** or its officials or representatives have exerted or utilized any unlawful influence on any employee/office of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT**, at its discretion, to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to **CLIENT's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;
9. **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits, licenses and safety standards required by national and local authorities, or by civilian or military authorities, in order to continue operating legally and ensure that its products.
10. Any taxes, duties, fees, charges and all other legal exactions arising by virtue of this Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to **CONTRACTOR** under this Contract pursuant to the requirements of law;

11. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;
12. All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first be resolved amicably. In case of failure, Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply.
13. As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the **PARTIES** agree that venue for purposes thereof shall be laid exclusively with the proper courts in Taguig City, Metro Manila or Davao City to the exclusion of other courts and that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines;
14. **CONTRACTOR** is aware that **CLIENT** is a government agency and as such is subject to certain legal requirements and procedures not normally required of private corporations. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith; and
15. This Contract shall be valid and binding between the **PARTIES**, their heirs, executors, administrators, principals, successors-in-interest and assigns.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this Contract in Davao City this _____ day of _____, 2024.

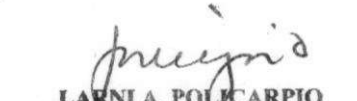
DEPARTMENT OF ENERGY
(CLIENT)

By:


NILO J. GEROCHE
Director

BELMAN LABORATORIES
(CONTRACTOR)

By:


LARNI A. POLICARPIO
Sales Manager – Chemical Division

SIGNED IN THE PRESENCE OF:

H. Roldan

HELEN C. ROLDAN
OIC, Accounting Division

CAF No. 01-24-04-124

CAF Date: June 25, 2024

PR No. 02-0101-2024-02-Monro

P 19,044.00

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
DAVAO CITY)

BEFORE ME, a Notary Public in and for the _____ on this _____ day of
01 JUL 2024, personally appeared:

NILO J. GEROCHE, with Tax Identification No. _____
issued at Davao City in his capacity
as Director for Mindanao Field Office of the
DEPARTMENT OF ENERGY;

-and-

LANI A. POLICARPIO, with DRIVER'S LICENSE ID
No. NOA-18-022727 issued at QUEZON CITY in
his capacity as Sales Manager- Chemical Division of
BELMAN LABORATORIES.

both known to me and to me known to be the same persons who executed the foregoing
instrument and they acknowledged to me that the same is their free and voluntary act and
deed and that of the office and corporation which they respectively represent and that they
are duly authorized to sign the same.

This instrument refers to CY 2024 Contract for the Supply of Reagent Grade Toluene by
and between the Department of Energy and Belman Laboratories consisting of six (6) pages
including this page on which this acknowledgement is written and have been signed by the
PARTIES and their instrumental witnesses and stamped with my notarial seal.

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

Doc No. 91;
Page No. 20;
Book No. 1;
Series of 2023.

ATTY. REMEL M. ESTACIO
Notary Public
Notarial Commission No. 2023-269-2024
valid until December 31, 2024
TIN 761-195-144 • Roll of Attorneys No. 76244
PTR No. 9 • Davao City • 01/04/2024
IBP OR • Davao City • 12/30/2023
MCLE Compliance • 2024; Valid until April 14, 2028