


**CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR
WORKSTATIONS AND FURNITURE FOR AFAB OFFICES AND AVR-3**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this _____ day of
_____ 2021 in FAB, Mariveles, Bataan, by and between:


The **AUTHORITY OF THE FREEPORT AREA OF
BATAAN**, a body corporate created and existing under
Republic Act No. 9728, as amended by Republic Act No.
11453, with office address at the Second Floor, AFAB
Administration Building, Freeport Area of Bataan (FAB),
Mariveles, Bataan, represented herein by its Administrator,
EMMANUEL D. PINEDA, hereinafter referred to as the
"AFAB";

- and -



ACCENT SYSTEM, INC., a duly organized and existing
corporation under Philippine laws, with office address at
Gate No. 4 lot 7, Km. 15 West Service Road South Super Hi-
way, Parañaque City, represented herein by its Business
Development Group Head, **ROSE MARIE DEL VALLE
VILLAGRACIA**, who is likewise duly authorized,
hereinafter referred to as the "SUPPLIER";


WITNESSETH:




WHEREAS, the AFAB invited bids for certain goods and ancillary services for
the project **SUPPLY, DELIVERY AND INSTALLATION OF MODULAR
WORKSTATIONS AND FURNITURE FOR AFAB OFFICES AND AVR-3**, with an
approved budget of THREE MILLION SIX HUNDRED SEVEN THOUSAND and
00/100 (PHP 3,607,000.00) with a duration of forty five (45) calendar days upon receipt
of the Notice to Proceed, but not later than 05 November 2021;

WHEREAS, a competitive bidding process was conducted by the AFAB in
accordance with Republic Act No. 9184 and its Revised Implementing Rules and
Regulations, and the SUPPLIER was selected having submitted the lowest calculated
and responsive bid;

WHEREAS, the SUPPLIER has expressed willingness to supply the said
requirement of the AFAB;



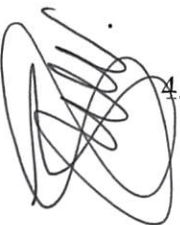
NOW, THEREFORE, in view of the foregoing premises and of the stipulations
and covenants hereinafter set forth, the AFAB and the SUPPLIER agree as follows:





1. In consideration for the full and faithful performance and accomplishment of all obligations specified in this Agreement which the SUPPLIER agrees to undertake, perform and accomplish, the AFAB shall pay the SUPPLIER the total contract price of **THREE MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED TWENTY SEVEN and 13/100 (P3,401,427.13)**, with Fifteen Percent (15%) Mobilization fee payable upon receipt of Notice to Proceed and the remaining Eighty Five Percent (85%), payable through progress billing based on actual delivery and installation of modular workstations and furniture.
2. Upon receipt of the Notice to Proceed and after the submission of the SUPPLIER of a written request, the AFAB shall advance the amount of **FIVE HUNDRED TEN THOUSAND TWO HUNDRED FOURTEEN AND 07/100 (Php 510,214.07)**, which is equivalent to fifteen percent (15%) of the total contract price, to cover the SUPPLIER's mobilization expenses. This advance payment shall be made only upon the submission to and acceptance by the AFAB of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and accredited by the AFAB.

The advance payment shall be repaid by the SUPPLIER by an amount equal to the percentage of the total contract price used for the advance payment.

3. 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.

- 
4. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:

- 
- a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the SUPPLIER;
 - b. the other documents/statements contained in the bidding envelopes submitted by the SUPPLIER;
 - c. the Terms of Reference posted in the PhilGEPS;
 - d. the additional Post-Qualification Documents submitted by the SUPPLIER;
 - e. the Invitation to Bid and Bid Documents issued to the SUPPLIER including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - f. the Resolution of the Bids and Awards Committee declaring the Lowest Calculated and Responsive Bidder and Recommendation for Award;
 - g. the Entity's Notice of Award with the SUPPLIER's conforme thereto;
 - h. the SUPPLIER's Performance Bond; and
- 

- i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
5. The SUPPLIER shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the PROJECT, all in strict compliance with the terms and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Item Number 3 above.
6. Payment for the Project shall be made upon the actual and satisfactory provision of the modular workstations and furniture by the SUPPLIER, as evidenced by a Certificate of Acceptance to be issued by the AFAB.
7. In relation to this Agreement, the SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle the AFAB to suspend payment of the services rendered by the SUPPLIER.
8. The SUPPLIER is the sole employer of all the workers assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the AFAB and the SUPPLIER or any of the workers in the SUPPLIER's employ. Neither is there deemed any agency, partnership, license or joint venture. The SUPPLIER holds the AFAB absolutely free and clear by any of the said workers, for any reason whatsoever.
9. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
10. The SUPPLIER shall guarantee his goods from defects due to faults in materials for a period of ten (10) years for furniture reckoned from the date the services are inspected and accepted by the AFAB. The SUPPLIER shall submit proof of Manufacturer's warranty. Reconfiguration of workstations shall be free of charge within the warranty period.
11. Defects found within the guarantee period shall be immediately corrected by the SUPPLIER upon receipt of written notice from the AFAB. Should the SUPPLIER fail to correct said defects after a period of fifteen (15) days, the AFAB shall undertake the necessary corrective measures at the expense of the SUPPLIER.
12. The obligation for the warranty as provided in the preceding paragraph shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, as the case may be, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; *Provided, however*, that the supplies delivered are free from patent and

latent defects and all the conditions imposed under this Agreement have been fully met.

13. Should the SUPPLIER fail to satisfactorily deliver goods under this Agreement within the specified delivery schedule, inclusive of duly granted extensions, if any, the SUPPLIER shall pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the PROJECT for each calendar day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing rules and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the SUPPLIER from its obligations and responsibilities under this Agreement.
14. The SUPPLIER shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within forty five (45) calendar days from the date of commencement, but not later than 05 November 2021, unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Agreement, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).
15. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the AFAB.


IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**


ACCENT SYSTEM, INC.

BY:

BY:



EMMANUEL D. PINEDA
Administrator



**ROSE MARIE DEL VALLE
VILLACRACIA**
Business Development Group Head

SIGNED IN THE PRESENCE OF:



MA. LOURDES L. HERRERA



MELVIN PAROTA

ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan **CITY OF MAKATI**) S.S.

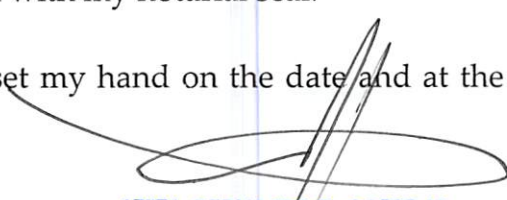
BEFORE ME, this _____ of OCT 01 2021 2021 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA	Passport No. P094436B	DFA Manila/7 March 2029
ROSE MARIE DEL VALLE VILLAGRACIA	Driver's license ND1 - 08 - 024372	LTD - PASIG April 12, 2022

both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed, as well as that of the entities they represent.

This instrument refers to a "CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR WORKSTATIONS AND FURNITURE FOR AFAB OFFICES AND AVR-3" that consists of five (5) pages including the page whereon this acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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


ATTY. GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2022
IBP No. 05729-Lifetime Member
MCLE Compliance No. VI-0024312
Appointment No. M-42-(2021-2022)
PTR No. 0531011 Jan. 4, 2021
Makati City Roll No. 40091
101 Urban Aye. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City

Doc. No. 343:
Page No. 79:
Book No. XXXIV:
Series of 2021.