

**CONTRACT FOR SUPPLY AND DELIVERY OF
ALUMINUM SULFATE AND LIQUID CHLORINE**

KNOW ALL MEN BY THESE PRESENTS:

MAY 27 2022

This AGREEMENT is made and entered into this ____ day of _____ 2022 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 -

UNIVERSAL AQUARIUS, INC., a duly organized and existing corporation under Philippine laws, with office address at 158 P. Tuazon Blvd. corner 7th and 8th Avenue, Brgy. Socorro, Cubao, Quezon City, represented herein by its Sales Department Head, **MA. PILAR T. FONTANILLA**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the AFAB invited Bids for certain goods for the **SUPPLY AND DELIVERY OF ALUMINUM SULFATE AND LIQUID CHLORINE**, hereinafter referred to as the "**PROJECT**", with an approved budget of Four Million Sixty Two Thousand Seven Hundred Fifty Five Pesos and 00/100 (Php 4,062,755.00);

WHEREAS, a negotiated procurement 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 single 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:

Emmanuel D. Pineda

Ma. Pilar T. Fontanilla

[Signature]

[Signature]

1. In consideration of 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 a total contract price of **THREE MILLION NINE HUNDRED SEVENTY EIGHT THOUSAND SEVENTY FOUR PESOS AND TWENTY FOUR CENTAVOS (PHP 3,978,074.24)** payable in accordance with each scheduled supply and delivery of aluminum sulfate and liquid chlorine.
2. 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.
3. 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 Purchase Request and 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 Single 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.
4. 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.
5. The delivery schedule for the Aluminum Sulfate with 15%-17% alumina content, with a total quantity of 3,285 bags, shall be as follows:



- a. 08 April 2022 for 900 bags;
- b. 15 June 2022 for 900 bags;
- c. 03 October 2022 for 900 bags; and
- d. 15 December 2022 for 585 bags.

Payment for the delivery of Aluminum Sulfate shall be processed after each delivery was made as stated above and upon receipt by the AFAB of a letter requesting for payment of delivered goods.

6. The initial 3,000 kilograms (kgs.) or three (3) tons out of a total quantity of 5,000 kgs. (5 tons) of liquid chlorine with 99.99% chlorine content shall be delivered immediately, and the remaining two (2) tons shall be delivered upon availability of the empty cylinder. The payment thereof shall be made upon complete and satisfactory delivery of said goods and upon receipt by the AFAB of a letter requesting for the payment thereof.
7. Every delivery of Aluminum Sulfate and Liquid Chlorine must be accompanied with a laboratory analysis from a third-party laboratory recognized by the government to confirm the required content of the chemicals.
8. The delivered goods shall be subjected to prior inspection by the AFAB Inspection Team to ensure that the goods met the specifications provided under the Terms of Reference.
9. The SUPPLIER undertakes to provide vehicle with lifting equipment for the delivery of Liquid Chlorine and that the cost of transportation and other costs incidental for the delivery thereof shall be on account of the SUPPLIER.
10. 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.
11. 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.
12. 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.



13. The SUPPLIER warrants that the goods to be supplied under this Agreement are new and the manufacturing date of the chemicals shall be specified thereto.
14. The SUPPLIER shall guarantee its goods from manufacturing defects for a minimum period of one (1) year reckoned from the date the aforesaid goods are accepted by the AFAB, inclusive of delivery charge. 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.
15. 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 goods delivered are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met.
16. 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.
17. 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 the date/period as hereto provided from date of commencement, 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).
18. 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**

UNIVERSAL AQUARIUS, INC.

BY:

BY:



EMMANUEL D. PINEDA
Administrator

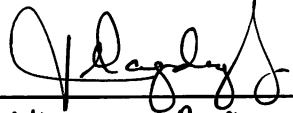


MA. PILAR T. FONTANILLA
Sales Department Head

SIGNED IN THE PRESENCE OF:



Alewyn Aidan K. Ong
Deputy Administrator for Operations



VIRGILIO T. PALMAB

ACKNOWLEDGMENT

Republic of the Philippines)

~~MARIVELES, BATAAN~~) S.S.

BEFORE ME, this MAY 27 2022 of ~~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 |
| MA. PILAR T. FONTANILLA | <u>SS# 03-8023277-6</u> | |

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 herein represent.

This instrument refers to a "CONTRACT FOR SUPPLY AND DELIVERY OF ALUMINUM SULFATE AND LIQUID CHLORINE" that consists of six (6) 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.

Notary Public

Doc. No. 517;
Page No. 105;
Book No. XVI;
Series of 2022.

Atty. LORENZO B. CASTILLO
NOTARY PUBLIC until December 31, 2023
For and in the PROVINCE OF BATAAN
Notarial Commission No.2021-002 - ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No.24642;MCLE VI- 0029000 10/01/19
IBP #170486 12/16/21;PTR#10980481 01/03/22