

**SERVICE CONTRACT FOR THE SUPPLY OF MANPOWER,
SUPERVISION, AND TOOLS**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 27 day of JULY 2022 in 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 –

BATAAN ECONOMIC ZONE COMMUNITY MULTI-PURPOSE COOPERATIVE, a duly organized and existing cooperative under Philippine laws, with office address at the Second Floor, AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its General Manager, **JOSUE C. DATU**, who is likewise duly authorized, hereinafter referred to as the **"CONTRACTOR"**;

WITNESSETH:

WHEREAS, the AFAB invited Bids for certain goods and ancillary services for the **SERVICE CONTRACT FOR THE SUPPLY OF MANPOWER, SUPERVISION, AND TOOLS FOR THE FAB FACILITY AND INFRASTRUCTURE MAINTENANCE OPERATIONS**, with an approved budget of Two Million Six Hundred Seventy One Thousand Nine Hundred Seventy Six Pesos and Ninety Three Centavos (Php 2,671,976.93) per year, with a duration of five (5) months;

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 CONTRACTOR was selected having submitted the lowest calculated and responsive bid;

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



NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the CONTRACTOR, hereinafter collectively referred to as the "PARTIES", agree as follows:

1. In consideration for the full and faithful performance and accomplishment of all obligations specified in this Agreement which the CONTRACTOR agrees to undertake, perform and accomplish, the AFAB shall pay the CONTRACTOR the total contract price of **TWO MILLION THREE HUNDRED THIRTY EIGHT THOUSAND TWENTY FIVE PESOS AND SIXTY ONE CENTAVOS (PHP 2,338,025.61)**.
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 CONTRACTOR;
 - b. the other documents/statements contained in the bidding envelopes submitted by the CONTRACTOR;
 - c. the Terms of Reference (ToR) posted in the PhilGEPS, more specifically the Special Conditions of the Contract, hereto attached as Annex "A" and made an integral part of this Agreement;
 - d. the additional Post-Qualification Documents submitted by the CONTRACTOR;
 - e. the Invitation to Bid and Bid Documents issued to the CONTRACTOR 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 CONTRACTOR's conforme thereto;
 - h. the CONTRACTOR's Performance Bond;
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.

4. The CONTRACTOR 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 AFAB Infrastructure and Maintenance Division (IMD) shall conduct a quarterly evaluation of the CONTRACTOR's performance and its assigned or hired personnel. The result of which will affect the release of payment for the services rendered. Only the actual number of workdays and man-hours spent shall be considered for billing purposes.
6. Further, in case of unsatisfactory performance rating, the CONTRACTOR shall be given two (2) months to provide corrective action for the identified deliverables; otherwise, an administrative sanction/violation will be imposed against the designated or assigned personnel thereof. Likewise, termination of this Agreement may be recommended when the when CONTRACTOR incurred a consecutive unsatisfactory rating during the semester.
7. In relation to this Agreement, the CONTRACTOR 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 CONTRACTOR.
8. The CONTRACTOR 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 CONTRACTOR or any of the workers in the CONTRACTOR's employ. Neither is there deemed any agency, partnership, license or joint venture. The CONTRACTOR 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 obligation for the warranty 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.
11. Should the CONTRACTOR fail to satisfactorily render the services provided under the Agreement within the specified period, inclusive of

duly granted extensions, if any, the CONTRACTOR 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 CONTRACTOR from its obligations and responsibilities under this Agreement.

12. The CONTRACTOR shall commence the execution of this Agreement on 01 August 2022, and must comply with its obligations under this Agreement for five (5) months from date of commencement, unless otherwise terminated for failure of the CONTRACTOR 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).

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

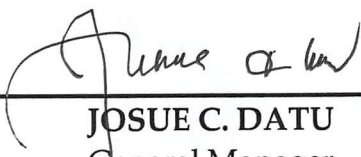
**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**BATAAN ECONOMIC ZONE
COMMUNITY MULTI-PURPOSE
COOPERATIVE**

BY:



EMMANUEL D. PINEDA
Administrator

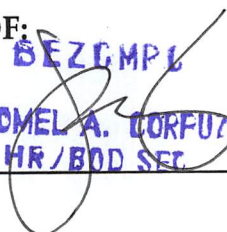


JOSUE C. DATU
General Manager

SIGNED IN THE PRESENCE OF:



HAZEL N. DE GUZMAN



ROMEL A. CORFUZ
HR / BOD SEC

ACKNOWLEDGMENT

Republic of the Philippines)

Mariveles, Bataan) S.S.

JUL 27 2022

BEFORE ME, this ____ day of _____, 2022 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
JOSUE C. DATU	VOTER NO. 6867-0609B -E2544JCD10000-B	MARIVELES, BATAAN

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 the "CONTRACT FOR THE SUPPLY OF MANPOWER, SUPERVISION AND TOOLS" 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.

Notary Public

Doc. No. 247;
Page No. 5;
Book No. XXI;
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 VII- 0012139 03/07/2022
IBP No. 170486 12/16/21; PTR No. 10980481 01/03/2022