

**CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMMISSIONING OF FIBER OPTIC BACKBONE, STRUCTURED
CABLING AND PABX**

KNOW ALL MEN BY THESE PRESENTS:

JAN 03 2020

This AGREEMENT is made and entered into this ____ day of _____ 2019 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 Chairman and Administrator, **EMMANUEL D. PINEDA**, hereinafter referred to as the "**AFAB**";

- and -

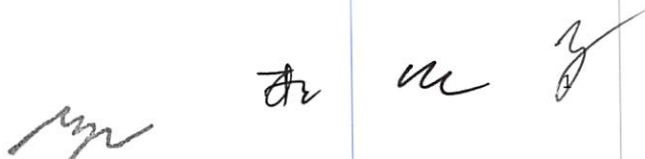
PLDT INC., a duly organized and existing corporation under Philippine laws, with office address at the Ground Floor Makati General Office Building, Dela Rosa Street corner Legaspi Street, Makati City, represented herein by its First Vice President and Sector Head, **ALBERT MITCHELL L. LOCSIN**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the AFAB invited Bids for certain goods and ancillary services for the **Supply, Delivery, Installation, Testing and Commissioning of Fiber Optic Backbone, Structured Cabling And PABX** with an approved budget of Two Million Nine Hundred Nineteen Thousand Two Hundred Ninety One Pesos and 00/100 (PHP 2,919,291.00) with a duration of ninety (90) calendar days;

WHEREAS, the submission and opening of bids held on 04 November 2019, the SUPPLIER, as the lone bidder, provided the lowest calculated and responsive bid in the amount of Two Million Two Hundred Ninety Nine Thousand Eight Hundred Ninety Seven Pesos and 16/100 (Php 2,299,897.16). The SUPPLIER likewise passed post qualification;

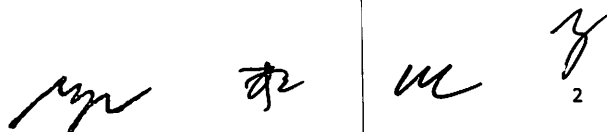
WHEREAS, there is a need to procure the services for the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FIBER OPTIC BACKBONE, STRUCTURED CABLING AND PABX**, hereinafter referred to as the "**PROJECT**", for ninety (90) calendar days, in the amount of **TWO MILLION TWO**



HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED NINETY SEVEN PESOS AND 16/100 (PHP 2,299,897.16), hereinafter called the "CONTRACT PRICE";

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 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 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 Complying 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.
3. 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 2 above.
4. The SUPPLIER shall be paid Fifteen Percent (15%) Mobilization fee payable upon receipt of Notice to Proceed from AFAB and the remaining Eighty Five Percent (85%), full payment payable upon every accomplishment of the Project as provided in the Terms of Reference.


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5. In relation to this Contract, 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.
6. The SUPPLIER is the sole employer of all the workers assigned under this Contract 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.
7. 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.
8. The SUPPLIER shall coordinate with the AFAB Corporate Planning Department-Management Information System (CPD-MIS) with regard to the detailed technical specification on Information and Communication Technology (ICT) equipment/accessories and communication network system requirement. Further, the SUPPLIER shall ensure that the hardware and system requirement were inspected and tested.
9. Delivery and installation schedule shall be subject to the periods provided under the Terms of Reference (ToR) executed and posted by the AFAB and agreed to by the SUPPLIER.
1. The SUPPLIER shall guarantee his goods from defects due to faults in materials for a periods provided in the ToR reckoned from the date the goods are accepted by the AFAB. The SUPPLIER shall submit proof of Manufacturer's warranty.
10. 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.
11. 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 Contract have been fully met.


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12. Should the SUPPLIER fail to satisfactorily deliver goods under the contract 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 Contract.
2. 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 ninety (90) calendar days from the date of commencement, unless otherwise terminated for failure of the SUPPLIER to perform its obligations under this Contract, 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).
13. 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**

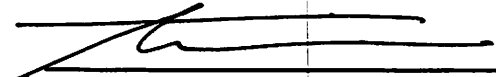
PLDT INC.

BY:

BY:



EMMANUEL D. PINEDA
Chairman and Administrator




ALBERT MITCHELL L. LOCSIN
First Vice President and Sector Head

SIGNED IN THE PRESENCE OF:



CRISTINA F. RODRIGO



RELATIONSHIP MANAGER

ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.

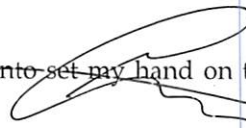
BEFORE ME, this JAN 03 2020 2019 in Mariveles, Bataan, personally
appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA	Passport No. EC4011784	22 Apr 2015/DFA Manila/21 Apr. 2020
ALBERT MITCHELL L. LOCSIN	PASSPORT NO. P7073305A	16 July 2018 / DFA MANILA / 15 July 2028




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 will and deed,
as well as that of the entities they represent.

This instrument refers to a "CONTRACT FOR THE SUPPLY, DELIVERY,
INSTALLATION, TESTING AND COMMISSIONING OF FIBER OPTIC BACKBONE,
STRUCTURED CABLING AND PABX" 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. LORENZO B. CASTILLO
NOTARY PUBLIC until December 31, 2021
For and in the PROVINCE OF BATAAN
Notarial Commission Case No. 2018-001-ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No. 24642 PTR No. 4122727 12/01/17
IBP 1030374 12/01/2017 MCLE V-0018564

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