

**CONTRACT FOR SUPPLY, DELIVERY AND
INSTALLATION OF NEW 100 KVA GENERATOR SET**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this OCT 15 2014 day of _____ 2014
between:

The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and operating under Republic Act No. 9728, with office address at the 2nd Floor AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Chairman and Administrator, **DEOGRACIAS G.P. CUSTODIO**, hereinafter referred to as the "**AFAB**".

- and -

FIL GENERATORS AND SERVICES COMPANY, a duly organized and existing corporation under Philippine laws, with business address at Upper Floor Unit B, FJO Building, M.C. Briones Street, Mandaue City, Cebu, represented herein by its Account Manager, **RONELL L. SORIANO**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

WHEREAS, the ENTITY invited Bids for certain goods and ancillary services viz, **SUPPLY, DELIVERY AND INSTALLATION OF NEW 100 KVA GENERATOR SET FOR AFAB ADMINISTRATION BUILDING**, and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of **EIGHT HUNDRED EIGHTEEN THOUSAND PESOS (Php 818,000.00)**, hereinafter called the "**CONTRACT PRICE**";

WITNESSETH:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract 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 additional Post-Qualification Documents submitted by the SUPPLIER;
- d. the Invitation to Bid and Bid Documents issued to the SUPPLIER including the Technical Specifications, Bid Bulletin/s (if any), and Minutes of Pre-Bid Conference;
- e. the Resolution of the Bids and Awards Committee declaring the Lowest Complying Responsive Bidder and Recommendation for Award;
- f. the Entity's Notice of Award with the SUPPLIER's conforme thereto;
- g. the SUPPLIER's Performance Bond; and
- h. Other requirements of laws, rules and regulations and executive orders applicable thereto.

2. The AFAB hereby covenants to pay the SUPPLIER, in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable under the provisions of the Conditions of Contract at the time and in the manner prescribed under the Contract.

3. 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 delivered by the SUPPLIER.

4. The SUPPLIER shall present to the AFAB a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

5. 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 FAB 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 FAB absolutely free and clear by any of the said workers, for any reason whatsoever.

6. 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.

7. The SUPPLIER shall guarantee his goods from manufacturing defects for a period of one (1) year reckoned from the date the goods are accepted by the AFAB. 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.

8. 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 ten percent (10%) of the contract price, as the case may be, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price. The said amount 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.

9. 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 twenty one (21) calendar days from 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 December 2004).

10. 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**

**FIL GENERATORS AND
SERVICES COMPANY**

BY:



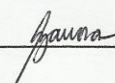
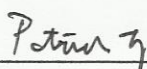
DEOGRACIAS G.P. CUSTODIO
Chairman and Administrator

BY:



RONELL L. SORIANO
Account Manager

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

Republic of the Philippines)

Mariveles, Bataan) S.S.

MAKATI CITY

OCT 15 2014

MAKATI CITY

BEFORE ME, this _____ of _____ 2014 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
DEOGRACIAS G.P. CUSTODIO	Driver's License No. NO1-94-163908	October 10, 2014 Quezon City
RONEL L. SORIANO	Driver's License No. N25-10-031624	Aug. 12, 2012 / Aug. 29, 2015 Quezon City

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 corporations they represent.

This instrument refers to a "Contract for Supply, Delivery and Installation of New 100 KVA Generator Set" that consists of four (4) pages including the page whereon this acknowledgement 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.

Doc. No. 84;
Page No. 17;
Book No. 21;
Series of 2014.

Notary Public

ATTY. GERVASIO B. ORTIZ JR.

NOTARY PUBLIC CITY OF MAKATI

UNTIL DECEMBER 31, 2014

IBP NO. 656155-LIFETIME MEMBER

MCLE COMPLIANCE NO. III-0014282

APPOINTMENT NO. M-199-(2013)2014

PTR NO. 3664330 JAN. 2, 2013

MAKATI CITY ROLL NO. 00091