

CONTRACT FOR PURCHASE OF WATER METER

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this ____ day of _____ 2016 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, with office address at the 2nd Floor AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Acting Chairman and Administrator, **PATRICK LESTER N. TY**, hereinafter referred to as the "AFAB".

- and -

UPTOWN INDUSTRIAL SALES, INC., a duly organized and existing corporation under Philippine laws, with office address at Uptown Bldg., 56-58 Madison St., 1554 Mandaluyong City, represented herein by its Manager, **DAISY M. VILLAFUERTE**, who is likewise duly authorized, hereinafter referred to as the "SUPPLIER";

WHEREAS, the AFAB invited Bids for certain goods and ancillary services viz, **PURCHASE OF WATER METER**, hereinafter referred to as the "PROJECT", and has accepted a Bid by the SUPPLIER for the supply of those goods and services in the sum of **FIVE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FORTY ONE PESOS (PHP 598,941.00)**, 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 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;
 - h. Conditions of the Contract, herein attached as Annex "A";
 - 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 Section 2 above.
4. Payment for the Project shall be paid upon delivery of the goods and as evidenced by a Certificate of Acceptance to be issued by the AFAB.
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 delivered 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 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.
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 guarantee his goods from manufacturing defects for a minimum period of one (1) year reckoned from the date the goods/supplies 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.
9. 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 every process payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price, as the case may be. The said amounts shall only be released after consumption of goods/supplies; *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.
10. The SUPPLIER shall commence the execution of this Agreement within forty five (45) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within the date/period stated in the Conditions of the Contract attached herewith as Annex "A", 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).
11. 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**

BY:



PATRICK LESTER N. TY
Acting Chairman and Administrator

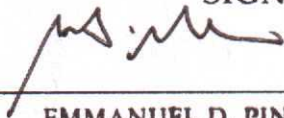
UPTOWN INDUSTRIAL SALES, INC.

BY:

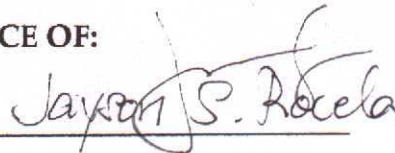


DAISY M. VILLAFUERTE
Manager

SIGNED IN THE PRESENCE OF:



EMMANUEL D. PINEDA
Deputy Administrator for Operations



ACKNOWLEDGEMENT

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

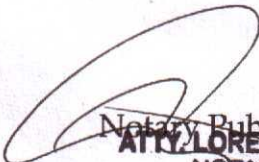
BEFORE ME, this 22 SEP 2016 of 2016 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
PATRICK LESTER N. TY		
DAISY M. VILLAFUERTE	C.T.C.NO.05093452	JAN 19, 2016 MAKATI CTY

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 Purchase of Water Meter" that consists of five (5) 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.


Notary Public
ATTY. LORENZO B. CASTILLO
NOTARY PUBLIC
FOR AND IN THE PROVINCE OF BATAAN
Notarial Commission Case No. 2016-001-MH
Until December 31, 2017
1F FAB Post Office Bldg., Mariveles, Bataan
ROLL NO. 24642, PTR No. 3021050, 01/04/16
IBP No. 92149, 01/08/2016, BATAAN

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