

**CONTRACT FOR THE POWER SAVING PROJECT:
CONVERSION OF CONVENTIONAL LIGHTING TO
LED LIGHTING FOR AFAB STREETLIGHTS THROUGH
A LEASE-TO-OWN MODALITY (SUPPLY &
INSTALLATION)**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this ___ day of _____ 2018 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 Chairman and Administrator, **EMMANUEL D. PINEDA**, hereinafter referred to as the "**AFAB**".

- and -

MY GREENLIGHTING CORPORATION, a duly organized and existing corporation under Philippine laws, with office address at 7514 Unit 3C GMA Lou-bel Plaza Building, Bagtikan Street corner Pasong Tamo, San Antonio Village, Makati City, represented herein by its Sales Manager, **GERARDO A. SANGIL**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

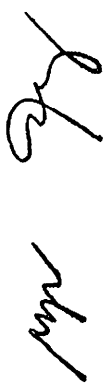
WHEREAS, the AFAB invited Bids for certain goods and ancillary services for the **POWER SAVING PROJECT: CONVERSION OF CONVENTIONAL LIGHTING TO LED LIGHTING FOR AFAB STREETLIGHTS THROUGH A LEASE-TO-OWN MODALITY (SUPPLY & INSTALLATION)** with an approved budget of Thirty One Million Thirteen Thousand Seven Hundred Eighteen Pesos and Twelve Centavos (PHP 31,013,718.12) with a duration of ninety (90) calendar days;

WHEREAS, the submission and opening of bids held on 14 March 2018, there were two (2) bidders, with the herein SUPPLIER providing the lowest calculated bid in the amount of THIRTY MILLION NINE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED SIXTY THREE PESOS AND TWENTY FIVE CENTAVOS (PHP 30,948,563.25). The SUPPLIER likewise passed post qualification;

WHEREAS, there is a need to procure the services for the **POWER SAVING PROJECT: CONVERSION OF CONVENTIONAL LIGHTING TO LED LIGHTING FOR AFAB STREETLIGHTS THROUGH A LEASE-TO-OWN MODALITY (SUPPLY & INSTALLATION)**, hereinafter referred to as the "PROJECT", for ninety (90) calendar days, in the amount of **THIRTY MILLION NINE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED SIXTY THREE PESOS AND TWENTY FIVE CENTAVOS (PHP 30,948,563.25)**, hereinafter called the "CONTRACT PRICE":

WITNESSETH:


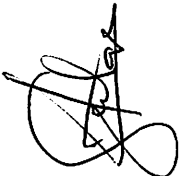
1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed 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 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. 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. Billing for the Project shall begin one (1) month after full installation by the SUPPLIER, as evidenced by a Certificate of Acceptance to be issued by the AFAB.
5. Lease payment shall be made on a monthly basis, beginning one month after the LED equipment is installed and fully operational.
6. AFAB shall pay SUPPLIER a monthly lease in the amount of FIVE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED NINE PESOS AND THIRTY NINE CENTAVOS (PHP 515,809.39) for sixty (60) months.
7. Upon the last payment of the lease, the ownership of the LED Streetlights will automatically be transferred to AFAB.
8. In relation to this Contract, the SUPPLIER shall pay taxes in full and on time and failure to do so will entitle the AFAB to suspend payment of the services rendered by the SUPPLIER.
9. 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.
10. The Supplier together with the AFAB Engineering will jointly do monthly inspection, monitoring, evaluation, and replacement, if necessary, of the LED Streetlight performance subject for review to quarterly audit.
11. 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.
12. The SUPPLIER shall guarantee his goods from defects due to faults in materials for a period of five (5) years, full replacement except photo-switch for streetlights and three (3) years for full replacement of photo-switch reckoned from the date the goods are accepted by the AFAB.
13. 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.



14. 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%) of every process payment, as the case may be, or a special bank guarantee equivalent to at least one percent (1%) 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.
15. Should the SUPPLIER fail to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly grated 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, but not more than ten percent (10%) of the contract amount, 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.
16. 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 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).
17. The SUPPLIER can assign its lease receivables and all its interest and rights in this Agreement as security to its borrowings to any financial institution, subject to a written consent which shall not be unreasonably withheld by the AFAB. This assignment does not relieve or diminish the obligation of AFAB.
18. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the AFAB.



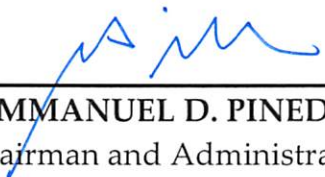
IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**MY GREENLIGHTING
CORPORATION**

BY:

BY:

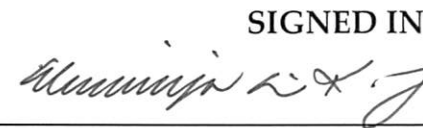


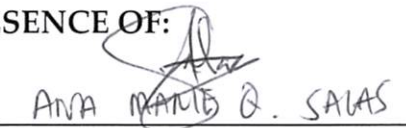
EMMANUEL D. PINEDA
Chairman and Administrator



MR. GERARDO A. SANGIL
Sales Manager

SIGNED IN THE PRESENCE OF:







ACKNOWLEDGMENT

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

BEFORE ME, this JUN 05 2018 or 2018 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/
	Drivers License No. ODO 494071939	21 Apr. 2020 26 Dec 2017 / LTO Manila
GERARDO A. SANGIL		26 Dec 2022

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 the "AFAB POWER SAVING PROJECT: CONVERSION OF CONVENTIONAL LIGHTING TO LED LIGHTING FOR AFAB STREETLIGHTS THROUGH A LEASE-TO-OWN MODALITY (SUPPLY & INSTALLATION)" that consists of six (6) 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.

[Handwritten signatures]

[Handwritten signatures]

Robert S. Garcia
ATTY. ROBERT S. GARCIA
NOTARY PUBLIC until December 31, 2019
FOR AND IN THE PROVINCE OF BATAAN
Notarial Commission Case No. 2017-005-ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No. 47411, PTR No. 0618524, 1/4/2018
IBP No. 3046 (Life), MCLE No. V - 0018023

Doc. No. 274 ;
Page No. 54 ;
Book No. 201 ;
Series of 2018.