

**CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF
FURNITURE AND FIXTURE FOR THE DESIGNATED EXAMINATION (DEA)
BUILDING AND OTHER OFFICES AT THE AFAB ADMIN BUILDING**

KNOW ALL MEN BY THESE PRESENTS:

24 JUN 2019

This AGREEMENT is made and entered into this ____ day of _____ 2019 in
Mariveles, Bataan, ^{CITY OF MAKATI} 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 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 -

ACCENT SYSTEM, INC., a duly organized and existing corporation under Philippine laws, with office address at Gate No. 4 lot 7, Km. 15 West Service Road South Super Highway, Parañaque City, represented herein by its Business Development Group Head, **ROSE MARIE DEL VALLE VILLAGRACIA**, 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 and Installation of Furniture and Fixture for the Designated Examination (DEA) Building and other Offices at the AFAB Admin Building** with an approved budget of Four Million Six Hundred Forty Six Thousand One Hundred Pesos and 00/100 (PHP 4,646,100.00) with a duration of seventy (70) calendar days;

WHEREAS, the submission and opening of bids held on 06 May 2019, the SUPPLIER, as the lone bidder, provided the single calculated bid in the amount of Four Million Four Hundred Eighty Six Thousand One Hundred Ninety Two Pesos and 81/100 (Php 4,486,192.81). The SUPPLIER likewise passed post qualification;

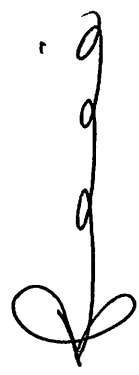
WHEREAS, there is a need to procure the services for the **SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE AND FIXTURE FOR THE DESIGNATED EXAMINATION (DEA) BUILDING AND OTHER OFFICES AT THE AFAB ADMIN BUILDING**, hereinafter referred to as the **"PROJECT"**, for seventy (70) calendar days, in the amount of **FOUR MILLION FOUR HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED NINETY TWO PESOS and 81/100 (Php 4,486,192.81)**, 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:

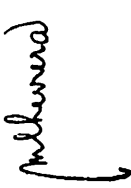
1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed 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. Payment for the Project shall be made upon the actual and satisfactory provision of the design, delivery and installation of furniture and fixture by the SUPPLIER, 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 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. 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.
9. The SUPPLIER shall guarantee his goods from defects due to faults in materials for a period of ten (10) years for furniture and one (1) year for window roller blinds reckoned from the date the services 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.
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, 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.



Villanueva



13. 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 seventy (70) 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).
14. This Agreement shall take effect upon the date of receipt by the SUPPLIER of the Notice to Proceed from the AFAB.

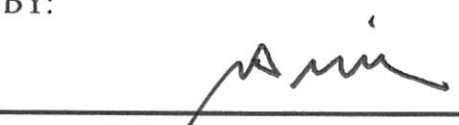
IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

AUTHORITY OF THE FREEPORT
AREA OF BATAAN

ACCENT SYSTEM, INC.

BY:

BY:

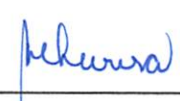


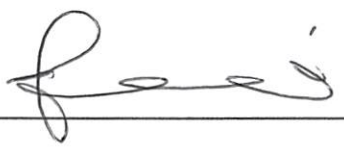
EMMANUEL D. PINEDA
Chairman and Administrator



ROSE MARIE DEL VALLE
VILLAGRACIA
Business Development Group Head

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.
CITY OF MAKATI

BEFORE ME, this 24 JUN 2019 of 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

ROSE MARIE DEL VALLE
VILLAGRACIA

PASSPORT NO. EC82788219 14 July 2016 DFA
NCR West
13 July 2021

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 a "CONTRACT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE AND FIXTURE FOR THE DESIGNATED EXAMINATION (DEA) BUILDING AND OTHER OFFICES AT THE AFAB ADMIN BUILDING" 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

RUBEN T.M. RAMIREZ
Notary Public for Makati City
Until December 31, 2019
2036 E. Pascua St., Makati City
IBP No. 058333 / JAN. 3, 2019
ROLL NO. 28947 / MCLE V NO. 0025589
PTR NO. 7333572 / JAN. 3, 2019
APPOINTMENT NO. M-127

Doc. No. 75;
Page No. 16;
Book No. 71a;
Series of 2019.