

CONTRACT FOR THE PRODUCTION OF TWO (2) NEW AUDIO VISUAL PRESENTATIONS (AVPs) FOR THE FREEPORT AREA OF BATAAN (FAB)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this SEP 18 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, 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 –

TIMES STUDIO MEDIA MKTG. CORP., a duly organized and existing corporation under Philippine laws, with office address at Unit 2401 Medical Plaza, Ortigas 25 San Miguel Avenue, Ortigas, Pasig City, represented herein by its Account Manager, **LORALEE B. MERCADO**, 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 **Production of Two (2) New Audio Visual Presentations (AVPs) for the Freeport Area of Bataan (FAB)** with an approved budget of One Million Pesos and 00/100 (PHP 1,000,000.00) with a duration of sixty (60) calendar days;

WHEREAS, the submission and opening of bids held on 05 August 2019, the SUPPLIER, provided the lowest calculated and responsive bid in the amount of Six Hundred Twenty Eight Thousand Eight Hundred Pesos and 00/100 (Php 628,800.00). The SUPPLIER likewise passed post qualification;

WHEREAS, there is a need to procure the services for the **PRODUCTION OF TWO (2) NEW AUDIO VISUAL PRESENTATIONS (AVPs) FOR THE FREEPORT AREA OF BATAAN (FAB)**, hereinafter referred to as the **"PROJECT"**, for sixty (60) calendar days, in the amount of **SIX HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED PESOS AND 00/100 (PHP 628,800.00)**, 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 subject to the actual and satisfactory provision by the SUPPLIER of each deliverable provided under the Terms of Reference (ToR), with Fifteen Percent (15%) Mobilization fee payable upon receipt of Notice to Proceed, forty percent (40%) upon acceptance of the first AVP (FAB Profile AVP), and the remaining forty five (45%) full payment payable upon acceptance of the second AVP (FAB Investment AVP) and submission of all raw videos and photos acquired during the video and photoshoot, 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. Timeline of activities for the production of AVPs 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 services from defects due to faults in materials for a period of one (1) year reckoned from the date the services are accepted by the AFAB.
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 AVPs and other materials 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 AVPs and other materials 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 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.

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 sixty (60) 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.

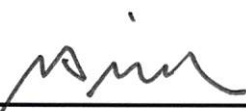
IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**TIMES STUDIO
MEDIA MKTG. CORP.**

BY:

BY:

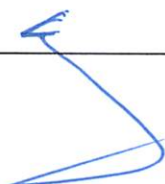


EMMANUEL D. PINEDA
Chairman and Administrator



LORALEE B. MERCADO
Account Manager

SIGNED IN THE PRESENCE OF:





MADYLENE C. SARCILLA



ACKNOWLEDGMENT

Republic of the Philippines)
PASIG CITY S.S.

BEFORE ME, this SEP 18 2019 of 1 2019 in PASIG CITY 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
LORALEE B. MERCADO	Voters I.D. No. VIN: 5406-0190A-G2379LBM20000	Pampanga

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 PRODUCTION OF TWO (2) NEW AUDIO VISUAL PRESENTATIONS (AVPs) FOR THE FREEPORT AREA OF BATAAN (FAB)" 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.

Doc. No. 43;
Page No. 10;
Book No. 981
Series of 2019.

ATTY. EDWARD C. CONDAYA
NOTARY PUBLIC
PASIG, PATEROS, BATAAN
UNTIL DEC. 31, 2019
PTR NO. 3826099 / 1-03-19
IBP NO. 019004 / 12-19-17 / UNTIL 2019
ROLL NO. 26683
TIN NO. 210-588-191-000
MCLE V-0004493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO PASIG CITY

Republic of the Philippines
COMMISSION ON ELECTIONS
FLORIDABLANCA, PAMPANGA
VIN: 5406-0190A-G23791BM20000

 **MERCADO LORALEE BAUTISTA**

Date of Birth: July 23, 1979
Civil Status: Married
Citizenship: Filipino
Address: 178 PERK-4, SAN JOSE
Precinct No.: 0190A





Sixto S. Brillantes, Jr.
Signature of Voter: **SIXTO S. BRILLANTES, JR.**
Chairman

