

CONTRACT FOR THE SUPPLY OF MANPOWER, EQUIPMENT AND SERVICES FOR THE COLLECTION AND HAULING OF RESIDUAL SOLID WASTE AND SUPERVISION FOR THE SANITATION MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 27 day of September 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 –

BATAAN ECONOMIC ZONE COMMUNITY MULTI-PURPOSE COOPERATIVE, a duly organized and existing cooperative under Philippine laws, with office address at the Second Floor, AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its General Manager, **JOSUE C. DATU**, who is likewise duly authorized, hereinafter referred to as the "CONTRACTOR";

WITNESSETH:

WHEREAS, the AFAB invited Bids for certain goods and ancillary services for the **SUPPLY OF MANPOWER, TOOLS & OFFICE SUPPLIES AND EQUIPMENT FOR THE COLLECTION, HAULING OF RESIDUAL SOLID WASTE FROM FREEPORT AREA OF BATAAN (FAB) LOCATORS, FACILITIES, PARKS AND ROAD NETWORKS TO THE FAB TRANSFER STATION, PRIOR DISPOSAL TO A SANITARY LANDFILL (SLF). ALSO THE MANPOWER AND SUPERVISION FOR THE SANITATION MAINTENANCE OF FAB GROUNDS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: FACILITIES, ROADS, PARKS AND WATERWAYS**, with an approved budget of Fifteen Million Ninety Eight Thousand Seven Hundred Thirty Three Pesos and Seventy Five Centavos (PHP 15,098,733.75) per year, with a duration of two (2) years, subject to renewal for another year;

WHEREAS, a competitive bidding process was conducted by the AFAB in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations, and the CONTRACTOR was selected having submitted the single calculated and responsive bid;

WHEREAS, the CONTRACTOR has expressed willingness to supply the said requirement of the AFAB;

NOW THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the CONTRACTOR, hereinafter collectively referred to as the "PARTIES", agree as follows:

1. In consideration for the full and faithful performance and accomplishment of all obligations specified in this contract which the CONTRACTOR agrees to undertake, perform and accomplish, the AFAB shall pay the CONTRACTOR the total contract price of **FOURTEEN MILLION FIVE HUNDRED FIFTEEN THOUSAND SIXTY SIX PESOS AND SIXTY SIX CENTAVOS (PHP 14,515,066.66)**, per year.
2. 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.
3. 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 CONTRACTOR;
 - b. the other documents/statements contained in the bidding envelopes submitted by the CONTRACTOR;
 - c. the Terms of Reference posted in the PhilGEPS;
 - d. the additional Post-Qualification Documents submitted by the CONTRACTOR;
 - e. the Invitation to Bid and Bid Documents issued to the CONTRACTOR 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 CONTRACTOR's conforme thereto;
 - h. the CONTRACTOR's Performance Bond;
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.

4. The CONTRACTOR 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.
5. The CONTRACTOR shall submit to AFAB its monthly billing within the first five (5) days of each month following that for which the services were rendered. The AFAB Environmental and Utilities Division (EUD) shall monitor the performance of the CONTRACTOR and its assigned or hired personnel, the result of which will affect the release of payment for the services rendered. Only the actual number of workdays and man-hours spent shall be considered for billing purposes.
6. In relation to this Contract, the CONTRACTOR 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 CONTRACTOR.
7. The CONTRACTOR shall present to the AFAB, on an annual basis, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
8. The CONTRACTOR 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 CONTRACTOR or any of the workers in the CONTRACTOR's employ. Neither is there deemed any agency, partnership, license or joint venture. The CONTRACTOR holds the AFAB absolutely free and clear by any of the said workers, for any reason whatsoever.
9. 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.
10. The obligation for the warranty 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.
11. Should the CONTRACTOR fail to satisfactorily render the services provided under the contract within the specified period, inclusive of duly granted extensions, if any, the CONTRACTOR 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 rules and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the CONTRACTOR from its obligations and responsibilities under this Contract.

- 12. The CONTRACTOR 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 one (1) year from date of commencement, unless otherwise terminated for failure of the CONTRACTOR 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).
- 13. This Agreement shall take effect upon the date of receipt by the CONTRACTOR of the Notice to Proceed from the AFAB. The foregoing notwithstanding, the AFAB shall have the option to terminate this Agreement anytime during its effective duration should the CONTRACTOR violates any of the conditions stipulated in this Agreement.


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**

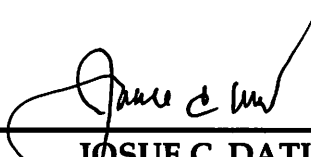
**BATAAN ECONOMIC ZONE
COMMUNITY MULTI-PURPOSE
COOPERATIVE**

BY:

BY:



EMMANUEL D. PINEDA
Chairman and Administrator

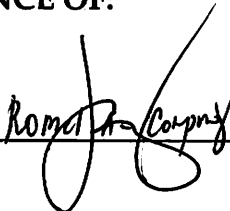


JOSUE C. DATU
General Manager

SIGNED IN THE PRESENCE OF:



Alewijn Aidan K. Ong
Deputy Administrator for Operations



Romel P. Corpuz

ACKNOWLEDGMENT

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

BEFORE ME, this 27 day of SEP 27 2019, 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
JOSUE C. DATU	VIN: 0307-0009B-E2544JCD10000-8 Mariveles, Bataan	

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 the "CONTRACT FOR THE SUPPLY OF
MANPOWER, EQUIPMENT AND SERVICES FOR THE COLLECTION AND
HAULING OF RESIDUAL SOLID WASTE AND SUPERVISION FOR THE
SANITATION MAINTENANCE" 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.

ATTY. LORENZO B. CASTILLO
NOTARY PUBLIC until December 31, 2019
For and in the PROVINCE OF BATAAN
Notarial Commission Case No. 2018-007-ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No. 24642 PTR No. 4122727 12/01/17
IBP 1030374 12/01/2017 MCLE V-0018564

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