

**MEMORANDUM OF AGREEMENT
DELIVERY OF ONE (1) UNIT PASSENGER VAN**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this ____ day of _____ 2017
between:

The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and operating 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 -

GREENSUN AUTOMOTIVE ENTERPRISES, INC., with office address at Roman Highway, Barangay Palihan, Hermosa, Bataan, represented herein by its Business Manager, **DARWIN B. PANTIG**, who is likewise duly authorized, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the **AFAB**, through negotiated procurement, requested interested suppliers to submit on a specified date, a best and final offer with respect to delivery of one (1) unit passenger van, and has selected and accepted the offer of herein **SUPPLIER** for the project **Delivery of One (1) Unit Passenger Van** in the total sum of **ONE MILLION FOUR HUNDRED THOUSAND PESOS (Php 1,400,000.00)**;

WHEREAS, the **AFAB** through its Bids and Awards Committee (BAC) issued and posted an Invitation to Apply for Eligibility in the Philippine Government Electronic Procurement System (PhilGEPS) on 09 June 2017 in compliance with Section 21 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, for the delivery of One (1) unit passenger van to the **AFAB**;

WHEREAS, during the bid opening, only the **SUPPLIER** submitted its bid and was declared eligible pursuant to Sections 23 and 25 of Rule VIII of the RIRR on Eligibility Requirements and Submission of Bids;

WHEREAS , the SUPPLIER, with its bid amounting to One Million Four Hundred Thousand Pesos (Php 1,400,000.00) has satisfactorily passed the legal, financial and technical requirements set forth by Section 34 of Rule X (Post-Qualification) of the RIRR and the bidding documents;

WHEREAS, pursuant to Section 36 (a) of the RIRR, the bid offered by the SUPPLIER has been found to be the Single Calculated and Responsive Bid;

WHEREAS, the BAC has recommended to award the contract in favor of the SUPPLIER through BAC Resolution No. AFAB-G-22, s. 2017 which was forwarded by the same to the Head of Procuring Entity (HOPE) for approval;

WHEREAS, the HOPE approved the award of contract to the SUPPLIER for the delivery of one (1) passenger van in the amount of One Million Four Hundred Thousand Pesos (Php 1,400,000.00);

NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the AFAB and the SUPPLIER with the following covenants, to wit:

GENERAL PROVISIONS:

1. The SUPPLIER shall deliver one (1) unit of passenger van with 2.5 liters displacement prescribed in the bidding documents within seven (7) calendar days from receipt of the Notice to Proceed;
2. The AFAB shall pay the amount of One Million Four Hundred Thousand Pesos (Php 1,400,000.00) after delivery of the passenger van prescribed in the bidding documents and acceptance by the AFAB. A Certificate of Acceptance as to the completeness of the delivery and compliance with the requirements prescribed by the AFAB shall be issued by the Inspection and Acceptance Committee of the AFAB. Payment shall be made in accordance with government accounting and auditing rules and regulations;
3. The following documents shall be deemed to form, be read and construed as part of this Agreement:
 - a. Bidding Documents;
 - b. BAC Resolution No. AFAB-G-22, s. 2017 dated 26 July 2017;
 - c. Notice of Award;
 - d. Performance Security; and
 - e. Notice to Proceed;
4. The vehicle subject of the delivery shall be covered by the provisions of Republic Act No. 9184 and its RIRR on Warranty;



5. Any delay in the delivery of goods shall be governed by Section 68 (Liquidated Damages) of the RIRR;
6. Cost of applicable taxes, deployment and insurance (Third Party Liability) of the vehicle shall be shouldered by the **SUPPLIER**;
7. The obligations and rights arising from this contract shall not be assigned and transferred by the **SUPPLIER** to any third party without written consent of the **AFAB**;
8. The vehicle subject of this procurement shall be replaced by the **SUPPLIER** if the same is found to be defective within thirty (30) calendar days from delivery. However, the defect must not be attributable to the fault or negligence of the **AFAB** or any of its agents;
9. Upon delivery, the **SUPPLIER** shall immediately attend to the aftersales maintenance and repair needs of the vehicles once reported to the **SUPPLIER** and its authorized service centers.

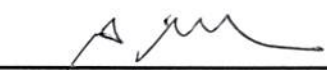
IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**

**GREENSUN
AUTOMOTIVE ENTERPRISES, INC.**

BY:

BY:



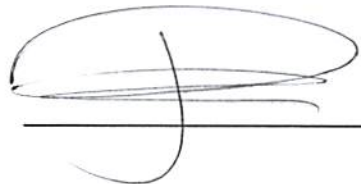
EMMANUEL D. PINEDA
 Chairman and Administrator



DARWIN B. PANTIG
 Business Manager

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

Republic of the Philippines)
Province of Bataan)S.S
Municipality of Mariveles) S.S.

BEFORE ME, this _____ of AUG 04 2017 2017 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
DARWIN B. PANTIG	Driver's License No. C11-98-108581	7 Dec 2015 / LTO Bataan/22 Dec 2018

both known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as the entities represented herein.

This instrument refers to a "Memorandum of Agreement" consisting of four (4) pages, including the page whereon this acknowledgement is written, and 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. 447 ;
Page No. 90 ;
Book No. 153 ;
Series of 2017.

Notary Public
Romulo L. Palma
ATTY. ROMULO L. PALMA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
IBP No. 1030335: 01-03-17
PTR No. 3591028: 01-03-17
ATTORNEY'S Roll No. 17250

[Signature]

[Signature]