


CONTRACT FOR THE PROCUREMENT OF METER PERFORMANCE TEST BENCH

KNOW ALL MEN BY THESE PRESENTS:



DEC 26 2012



THIS AGREEMENT made on the ____ day of _____ 2012 between the **ENERGY REGULATORY COMMISSION (ERC) of the Philippines** (hereinafter called "**THE ENTITY**"), a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 16th Floor, Pacific Center Bldg., San Miguel Avenue, Pasig City, represented by its Chairperson and Chief Executive Officer, **ATTY. ZENAIDA G. CRUZ-DUCUT**, on the one part and the **METRO TRADERS AND POWER SUPPLY**, a business duly registered and existing under and by virtue of the laws of the Philippines, with principal address at 315 Palusapis St., Sta. Clara, Sta. Maria, Bulacan, hereinafter referred to as "**THE SUPPLIER**", represented by its owner, **MS. MARY LOU BALAGTAS COBO**, of the other part:

WHEREAS, THE ENTITY invited Bids for certain goods and ancillary services, viz., **Procurement of Meter Performance Test Bench** and has accepted a Bid by **THE SUPPLIER** for the supply of those goods and services in the sum of **NINE HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED SIXTY EIGHT PESOS (PhP978,168.00)** [hereinafter called "the Contract Price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder (Annex "A");
 - (b) the Schedule of Requirements (Annex "B");
 - (c) the Technical Specifications (Annex "C");
 - (d) the General Conditions of Contract (Annex "D");
 - (e) the Special Conditions of Contract (Annex "E"); and
 - (f) the Client's Notification of Award (Annex "F").
 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract. Provided that the Supplier shall provide training for the use of the equipment subject of this contract.
 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
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FUNDS AVAILABLE


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BUDGET OFFICER

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