



**CONTRACT FOR THE SUPPLY AND
DELIVERY OF METER COVER SEALS**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made on the ____ day of JAN 31 2013 2013 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 **AGP TRADING INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal address at 3rd Floor Meneses Holdings Building, corner Gil Puyat and Aragon Streets, BF Homes, Parañaque City, hereinafter referred to as "**THE SUPPLIER**", represented by its duly authorized representative, **MR. MICAEL CORNELIO L. PACIA**, of the other part:

WHEREAS, THE ENTITY invited Bids for certain goods and ancillary services, viz., **Supply and Delivery of Meter Cover Seals** and has accepted a Bid by **THE SUPPLIER** for the supply of these goods and services in the sum of **Seven Million Four Hundred Eighty Eight Thousand Pesos only (PhP7,488,000.00) VAT inclusive**, [hereinafter called "the Contract Price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.
 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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5. In view of supervening event, the delivery of the goods by the Supplier as previously scheduled in the Bid Document is hereby modified and such modified schedule of delivery shall be done by the Supplier on or before the scheduled date of delivery as provided in the Notice to Proceed.
6. Pursuant to Section 4.2(d) of the Uniform Guidelines For Blacklisting Of Manufacturers, Suppliers, Distributors, Contractors and Consultants and Section 69 (6) of R.A. 9184 and without prejudice to the imposition of additional administrative sanctions including the blacklisting of the supplier as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring Entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

(d) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the Contract.

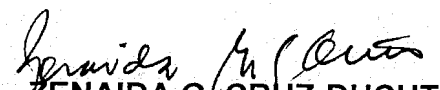
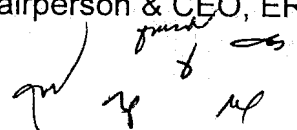
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines by their duly authorized representatives at the place and on the date first above written.

**ENERGY REGULATORY
COMMISSION**

AGP TRADING INC.

BY:

BY:


ZENAIDA G. CRUZ-DUCUT
Chairperson & CEO, ERC



MR. MICAEL CORNELIO L. PACIA

Signed in the presence of:

ACKNOWLEDGEMENT

Republic of the Philippines)
CITY OF PASIG) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig, personally appeared the following:

<u>NAME</u>	<u>RES. CERT. NO.</u>	<u>ISSUED AT/ON</u>
ATTY. ZENAIDA G. CRUZ-DUCUT		
MR. MICAEL CORNELIO L. PACIA		

known to me and to me known to be the same persons who executed the foregoing agreement consisting of three (3) pages including this page wherein the acknowledgement is written and has been assigned by both parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEALS, this _____ day of JAN 31 2013, 2013.

Doc. No. 535 ;
Page No. 107 ;
Book No. I ;
Series of 2013.

Rex Raynaldo C. Sandoval
REX RAYNALDO C. SANDOVAL
 NOTARY PUBLIC UNTIL DECEMBER 31, 2014
 PTR NO. 0809500 AYLD 1/2013 PUNE CITY
 IBP LIFETIME MEMBER ID NO 103/00/10/01 BATS.
 ROLL NO. 40117 1995, NOT. COMM. NO. 118-2012
 MCLE NO. IV-000186

26
[Signature]