



Philippine Economic Zone Authority

Baguio City Economic Zone, Loakan Road, Baguio City 2600, Philippines
Tel. Nos. (6374) 4473334 * 4474154 * 4473331 * 4473683 * 4473328 * 4473329 * 4473333 * 4474155 * 4420441
Facsimile (6374) 4473330 * 4474154 * email: bcez@peza.gov.ph * Website: www.peza.gov.ph

NOTICE TO PROCEED

December 20, 2012

ENGR. CAESAR P. CEZAR
Sales Supervising Engineer
Tan Delta Electric Corporation

Dear Engr. Cezar:

The attached Contract having been approved and signed, notice is hereby given to **TAN DELTA ELECTRIC CORPORATION** and that the commitments and/or supply or delivery schedule on the project entitled, **CONTRACT FOR THE "SUPPLY AND DELIVERY OF ADDITIONAL PASSIVATOR AND APMT OF SUBSTATION 3 TRANSFORMER"** shall commence upon receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Baguio City Economic Zone.

Very truly yours,


ATTY. DANTE M. QUINDOZA
BCEZ Zone Administrator

Conforme:

Name of the Representative of the Bidder: OSCAR RAMAS

Authorized Signature: 

Date Received: DEC 20 2012

HEAD OFFICE ADDRESS:
Roxas Boulevard corner San Luis Street, Pasay City, Metro Manila, Philippines
Telephone (632) 5513451 * 5513438 * Facsimile (632) 5513442
email: info@peza.gov.ph * Website: www.peza.gov.ph



**CONTRACT FOR THE "SUPPLY AND DELIVERY OF
ADDITIONAL PASSIVATOR AND APMT OF SUBSTATION
3 TRANSFORMER" AT THE BAGUIO CITY
ECONOMIC ZONE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between the:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government entity created and operating under Republic Act No. 7916, with office address at the Baguio City Economic Zone, Loakan Road, Baguio City, represented herein by its Zone Administrator, **ATTY. DANTE M. QUINDOZA**, who is duly authorized, hereinafter referred to as the "**PEZA**",

-and-

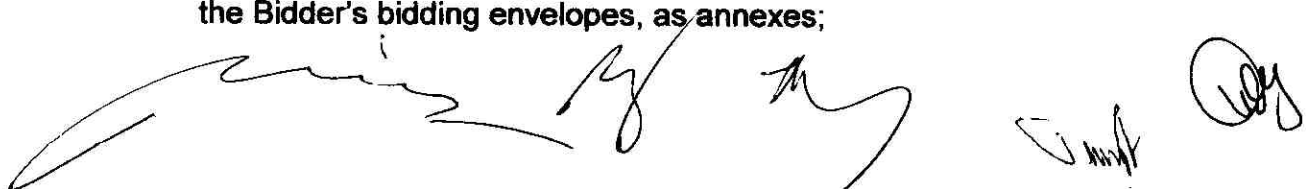
TAN DELTA ELECTRIC CORPORATION, a business entity organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 34-A, J.P RIZAL, MARILAG, D3, Quezon City, represented herein by its Sales Supervising Engineer, **ENGR. CAESAR P. CEZAR**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH that:

WHEREAS, the **PEZA** invited Bids for certain Supplies, viz., **CONTRACT FOR THE "SUPPLY AND DELIVERY OF ADDITIONAL PASSIVATOR AND APMT OF SUBSTATION 3 TRANSFORMER"** at the **PEZA-Baguio City Economic Zone (BCEZ)** has accepted the Bid of the **SUPPLIER** by virtue of the Letter/Notice of Award issued dated DEC 17 2012 in the amount of **PESOS: THREE HUNDRED FIFTY-EIGHT THOUSAND (PHP358,000.00)**, Philippine Currency, hereinafter referred to as "*the Contract Price*";

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertaking hereinafter provided, the parties hereto have agreed 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 in the next paragraph.
2. The following documents shall be deemed to form, read and be construed as part of this Agreement, viz.:
 - (a) the General and Special Conditions of Contract;
 - (b) the Specifications;
 - (c) the Invitation to Apply for Eligibility and to Bid;
 - (d) the Instruction to Bidders;
 - (e) the Bid Data Sheet;
 - (f) the Addenda and/or Supplemental/Bid Bulletin, if any;
 - (g) the Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;



- (h) the Eligibility Requirements, documents and/or statements;
- (i) the Performance Security;
- (j) the Credit Line issued by the licensed Bank, if any;
- (k) the Notification of Award and the Bidder's "conforme" thereto; and
- (l) PEZA Memorandum dated 11 December 2012;
- (m) Other contract documents that may be required by the existing laws and/or the Entity.

3. In consideration of the payments to be made by the **PEZA** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the **PEZA** to execute and complete the Scope of Works/Responsibilities and/or remedy all complaints or related issues/concerns therein in conformity and in all respects with the provisions of the documents mentioned in the preceding paragraph.

4. The **PEZA** hereby covenants to pay the **SUPPLIER**, in consideration of the execution and completion of the Scope of Works therein, the Contract Price, or such other sum as may become payable under the provisions of the documents mentioned in paragraph 2 at the time and in the manner prescribed by the same.

5. The **SUPPLIER** shall pay taxes in full and on time and that failure to do so will entitle **PEZA** to suspend payment for the deliveries rendered by the **SUPPLIER**.

In this regard, the **SUPPLIER** shall present, within the duration of this Contract, a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

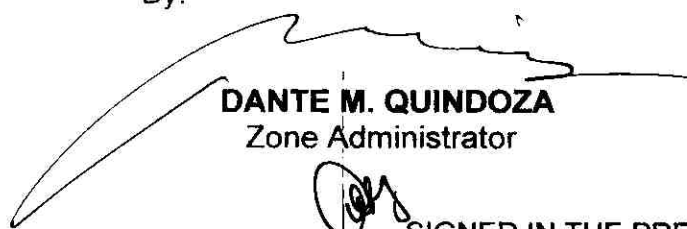
IN WITNESS WHEREOF, the parties hereto have signed these presents in the City of Baguio, Philippines ~~DEC 28 2012~~ **DEC 28 2012** of December 2012.

**PHILIPPINE ECONOMIC
ZONE AUTHORITY
(PEZA)**

**TAN DELTA ELECTRIC
CORPORATION
(SUPPLIER)**

By:

By:


DANTE M. QUINDOZA
Zone Administrator

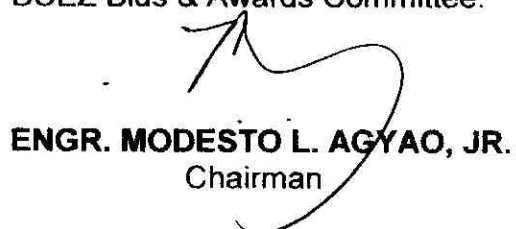

CAESAR P. CESAR
Sales Supervising Engineer

SIGNED IN THE PRESENCE OF:

Certified funds available:

BCEZ Bids & Awards Committee:


CRISANTO F. TORCEDO
Budget Officer III
Finance Division, BCEZ


ENGR. MODESTO L. AGYAO, JR.
Chairman

