




Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 2018 between **METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER**, with office address at General Santos Avenue, Bicutan, Taguig City, represented herein by its Executive Director, **ROBERT O. DIZON**, hereinafter called "the Entity" and **FIL-ASIA AUTOMOTIVE & INDUSTRIES CORP.** with office address at Suite 1005 One Corporate Center J. Vargas cor. Meralco Avenue, Ortigas Center San Antonio, Pasig City represented herein by its President, **JOSE ANTONIO M. AQUINO**, hereinafter called "the Supplier".

 **WHEREAS** the Entity invited Bids for certain goods and ancillary services, viz., "Supply of Labor and Materials for the Optimization of the Prototype Trainset (Phase 2)" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FIVE MILLION ONE HUNDRED EIGHTY THOUSAND PESOS only (PhP5,180,000.00)** 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 Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and and
 - (g) the Entity's Notice of Award.
 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. The Entity adopts countertrade as a supplemental trade tool in connection with transactions involving the importation or procurement of foreign capital equipment, machinery, products, goods and services entailing the payment of at least US \$1,000,000 or its equivalent in other foreign currency. As such, the Supplier shall be required to perform Countertrade equivalent to at least fifty percent (50%) of the foreign exchange value of the imported equipment to be supplied under this Supply Agreement. The terms and conditions relative hereto shall be agreed upon between the Supplier (or its nominated Trading Company) and Philippine International Trading Corporation (PITC), the Philippine Government's countertrade agency, under a separate Contract/ Agreement which must be signed no later than ninety (90) days from the date of the signing of this Supply Contract.

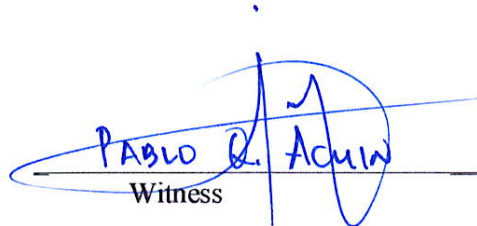
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by *ROBERT O. DIZON* the *Executive Director* for the *Metals Industry Research and Development Center*.

Signed, sealed, and delivered by *JOSE ANTONIO M. AQUINO* the *President* for the *Fil-Asia Automotive & Industries Corp.*

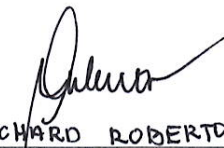
Binding Signature of Procuring Entity:


ROBERT O. DIZON
Executive Director


Witness

Binding Signature of Supplier:


JOSE ANTONIO M. AQUINO
President


RICHARD ROBERTO
Witness

Certified Funds Available


JOHNNY G. QUINGCO
Accountant IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MARIKINA CITY) S.S.

Before me, a Notary Public for and in the MARIKINA CITY this
OCT 31 2018 personally appeared:

NAME	I.D. NO.	DATE/PLACE ISSUED
Robert O. Dizon	EC4028370	DFA, Manila/April 24, 2015
Jose Antonio M. Aquino	P2744273A	DFA NCR Northwest / April 19, 2017

all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed as well as of the principal they represent.

This instrument refers to **Supplier's** Agreement consisting of three (3) pages, including this page in which the Acknowledgment is written, signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place above written.

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Series of 2018.

ATTY. CESAR T. CHING
MARIKINA CITY NOTARY PUBLIC
 Comm. Appt. No. (2018-2019) until December 31, 2019
 Roll of Attorney No. 21427 IBP No. 019721 January 3, 2018 Pasig
 PTR No. 7248250 Jan. 3, 2018 Marikina City
 MCLE Compliance No. V-0007384; April 23, 2015, Pasig City
 No. 1 J. Chanyungco Street, Sta. Elena, Marikina City
 Tel. No. 681-12-78

