CONTRACT AGREEMENT

This Agreement made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act No. 7916, as amended, with office address at 10th Floor DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, who is duly authorized, hereinafter referred to as "**PROCURING ENTITY**",

-and-

Infocentric Solutions Inc., a corporation duly organized and existing under Philippine laws, with office address at 19th Floor Marco Polo Hotel Ortigas Manila, Sapphire Road, Ortigas Center, San Antonio Pasig City, herein represented by its President and CEO, **DIOGENES ALEXANDER H. BENAVIDEZ**, who is likewise duly authorized, hereinafter referred to as the **"SUPPLIER".**

Collectively "the Parties"

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the SUPPLIER submitted a Bid for certain goods and ancillary services, particularly for the **Procurement of Desktops and Laptops for PEZA Head Office, SEZs, and JPCOs(PEZA-HO-2023-05)**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Seven Million Nine Hundred Eighty-Three Thousand Four Hundred Sixty-Five Pesos in the Philippine Currency (Php7,983,465.00),** inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

WHEREAS, the Notice of Award was issued to the **SUPPLIER** last September 26, 2023;

NOW THEREFORE, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following terms and conditions:

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

    i. Philippine Bidding Documents (PBDs);

        a. Schedule of Requirements;
        b. Technical Specifications/Terms of Reference;
        c. General and Special Conditions of the Contract
        d. Supplemental or Bid Bulletins, if any.

ii. SUPPLIER's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the SUPPLIER's bidding envelopes, as annexes, and all other documents submitted (e.g., SUPPLIER's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

iii. Notice of Award of Contract; and the SUPPLIER's conforme thereto; and

iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **SUPPIER agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Seven Million Nine Hundred Eighty-Three Thousand Four Hundred Sixty-Five Pesos in Philippine Currency (Php7,983,465.00)** the SUPPLIER agrees to supply **Desktops and Laptops** in accordance its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of the **Desktops and Laptops**, the above-mentioned sum at the time and in the manner prescribed under this Agreement in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning **Desktops and Laptops**, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Agreement.

6. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or difference arising between the parties in connection with the implementation of this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.

7. The Parties hereto agree that any court action arising out of this Contract shall be filed exclusively with the proper court in the City of Pasay.

8. This Agreement shall take effect 7 days upon issuance of the Notice to Proceed and end on January 05, 2025, unless terminated earlier by the parties, under conditions provided for under the bidding documents or law.

9. Any and all taxes that may arise out of the execution of this Agreement shall be for the sole account of the SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have signed these presents this OCT 20 2023 at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)	**INFOCENTRIC SOLUTIONS INC.** (SUPPLIER)
By:	By:
TERESO O. PANGA Director General	**DIOGENES ALEXANDER H. BENAVIDEZ** President & CEO

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 27 OCT 2023, personally appeared **TERESO O. PANGA**, with PEZA ID No. 01000239, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract for the Desktops and Laptops for PEZA Head Office, SEZs, and JPCOs consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

ATTY. CHRISTINE HEIDE A. ROSALES
ROLL NO. 63616
NOTARY PUBLIC UNTIL DEC. 31, 2024
IBP LIFETIME MEMBER NO. 012672 QUEZON CITY
PTR NO. 9620822; 2.8.2023; MAKATI CITY
3RD FLOOR SALCEDO ONE CENTRE
170 SALCEDO ST., LEGASPI VILLAGE, MAKATI CITY

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Page No. 57
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ATTY. CHRISTINE HEIDE A. ROSALES
ROLL NO. 63616
NOTARY PUBLIC
MAKATI CITY, PHILIPPINES

ACKNOWLEDGMENT

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

BEFORE ME, this OCT 26 2023, personally appeared **DIOGENES ALEXANDER H. BENAVIDEZ** with Passport P7171093A, valid until _____, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract for the Desktops and Laptops for PEZA Head Office, SEZs, and JPCOs consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

GAUDENCIO A. BARBOZA, JR.
NOTARY PUBLIC
Cities of Pasig, San Juan and
in the Municipality of Pateros, Metro Manila
Until December 31, 2024
PTR No. 0112601 /01/03/2023 Pasig City
IBP No. 248416 / 10/06/2022 For Year 2023/ RSM
Roll No. 41969
MCLE Comp. VII-0028557/April 19, 2023
No. 11, Unit J Freemont Arcade Bldg.
Shaw Blvd. Brgy. San Antonio, Pasig City
Appointment No. 61 (2023-2024)

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