CONTRACT AGREEMENT

This Agreement made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government agency by virtue of the laws of the Philippines, with principal office located at 10F Double Dragon West Center Building, DD Meridian Park, Macapagal Ave. Pasay City, herein represented by its Officer-in-Charge DG, **TERESO O. PANGA**, and hereinafter referred to as the **"PROCURING ENTITY",**

-and-

SOPHIE'S INFORMATION TECHNOLOGY SERVICES, with address at Unit 6 1NKCenter Building, Gen Luna Brgy. 10, Lipa City, Batangas, herein represented by its Owner/Proprietor**, RICHELLE ANN A. ZAMORA**, and herein referred to as the **"SUPPLIER".**

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly "**IT Training for MIS Personnel (MISD-2022-07-02)"** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Hundred Sixty Thousand Pesos (Php 260,000.00) only,** inclusive of all applicable government taxes and charges (hereinafter called "the Contract Price").

WHEREAS, the Notice of Award was issued to the **SUPPLIER** last July 29, 2022;

WHEREAS, the supplier shall conduct the training on the following as stated on the Terms of Reference:

1. CompTIA IT Fundamentals for One (1) Participant
2. CompTIA A+ for One (1) Participant
3. CompTIA Network + for Two (2) Participants
4. Administering Windows Server Hybrid Core Infrastructure for Three (3) Participants

WHEREAS, both parties shall agree on the date and venue of the trainings to be conducted.

WHEREAS, the supplier will issue training vouchers for the said items with a validity of 1 year;

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 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);
      i.a. Technical Specifications/Terms of Reference;
      i.b. Request for Quotation;

   ii. Winning bidder'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 Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

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

iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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 **Two Hundred Sixty Thousand Pesos (Php 260,000.00)**, the Supplier agrees to supply IT Trainings in accordance with his/her/its Bid.

4. The Procuring Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. The Parties shall make every effort to resolve amicable 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.

6. In case of court suit, the venue shall be the court of competent jurisdiction in Pasay City to the exclusion of other courts.

7. Duration of Contract – This contract shall take effect upon issuance of the Notice to Proceed and valid for one (1) year after delivery of training vouchers is complete, unless terminated earlier by the parties, under conditions provided for under the bidding documents or law.

8. Payment of Taxes – Any taxes that may arise out of the execution of the contract shall be for the account of the supplier.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this ___ day of SEP 05 2022 2022 at LIPA CITY.

TERESO O. PANGA
Officer-in-Charge Director General and DDG
for Policy and Planning

for:

Philippine Economic Zone Authority

RICHELLE ANN A. ZAMORA
Owner/Proprietor

for:

Sophie's Information Technology Services

Acknowledgment

REPUBLIC OF THE PHILIPPINES)
City of CIPA CITY) S.S.

Before me a Notary Public for and in CIPA CITY, Philippines this SEP 05 2022, personally appeared:

Name	Government Issued ID No.	ID Type
TERESO O. PANGA	PEZA ID No. 01000239	Gov't Employment ID
RICHELLE ANN A. ZAMORA	N02-12-003231	Driver's License I

Both known to me to be the same persons who executed the foregoing instruments and who acknowledge to me that the same ~~is~~ are their free and voluntary acts and deeds and of the offices that they represent.

I further certify that this CONTRACT AGREEMENT consists of _ pages including the general and special conditions of the contract as well as the page which is acknowledge in written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITHNESS MY HAND SEAL on the date and place first above-written.

Doc. No. 150;
Page No. 31;
Book No. XXXI;
Series of 2022;

ATTY. MARIAL KRISTON D. LIPAT
Notary Public Until December 31, 2023
Roll of Attorneys No. 71669
N.C. No. 2022-0006
IBP No. 169025 / 1-1-2022
PTR No. 6694430 / 1-3-2022
MCLE COMPLIANCE NO. VII-0013639 / UNTIL APRIL 14, 2025