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CONTRACT FOR THE PROCUREMENT OF PEZA INFORMATION SYSTEM ON COMPLIANCE TO ENVIRONMENTAL STANDARDS (PISCES) PHASE 3 (PEZA-HO-2024-15)

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-

SIMPLEVIA TECHNOLOGIES INC. a corporation duly organized and existing under Philippine laws, with office address at the 9th Floor AIA Tower 8767, Paseo de Roxas, Salcedo Village, Bel-Air, Makati City, herein represented by its Authorized Representative**, JEANNIELY PASCUA**, 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 PEZA Information System on Compliance to Environmental Standards (PISCES) Phase 3 (PEZA-HO-2024-15)** for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Five Million Eight Hundred Ninety-Nine Thousand Eight Hundred Eighty-Nine Pesos and Ninety-Nine Centavos only in Philippine Currency (Php 5,899,889.99)** inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price");

WHEREAS, the Notice of Award was issued to the **SUPPLIER** last December 27, 2024;

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 parts 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. **SUPPLIER 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 this Agreement.**

3. In consideration for the sum of **Five Million Eight Hundred Ninety-Nine Thousand Eight Hundred Eighty-Nine Pesos and Ninety-Nine Centavos only in Philippine Currency (Php 5,899,889.99)** the SUPPLIER agrees to enter into the Contract for Procurement of PEZA Information System on Compliance to Environmental Standards (PISCES) Phase 3 in accordance with its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of the **PEZA Information System on Compliance to Environmental Standards (PISCES) Phase 3,** the above-mentioned sum in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning PISCES system, 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 differences arising between the parties in connection with the implementation of this Agreement. Should such dispute be not 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 be valid three (3) years upon issuance of notice to proceed, unless terminated earlier by the Parties, under the conditions provided for in 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 _____ at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (PROCURING ENTITY)	**SIMPLEVIA TECHNOLOGIES INC.** (SUPPLIER)
By:	By:
TERESO O. PANGA Director General	**JEANNIELY PASCUA** Authorized Representative

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGMENT

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

BEFORE ME, this JAN 30 2025, 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 Procurement of PEZA Information System on Compliance to Environmental Standards (PISCES) Phase 3 (PEZA-HO-2024-15)** 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.

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Page No. 18
Book No. X
Series of 2025

ATTY. GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2026
IBP No. 05729-Lifetime Member
MCLE Compliance No. VII-0022734
valid until April 14, 2025
Appointment No. M-007 (2025-2026)
PTR No. 10466005 Jan. 2, 2025/Makati
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City

ACKNOWLEDGMENT

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

BEFORE ME, this JAN 31 2025, personally appeared **JEANNIELY PASCUA** with TIN ID No. 240-279-572, 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 Procurement of PEZA Information System on Compliance to Environmental Standards (PISCES) Phase 3 (PEZA-HO-2024-15)** 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.

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Page No. 51
Book No. II
Series of 2025

AYESHA HANIA GUILING- MATANOG
Notary Public for and in Quezon City
Adm. Matter No. NP-031
Roll of Attorneys No. 63174
MCLE Compliance No. VIII-0015656, 11.08.2024
PTR No. 6986876, 01.06.2025, Quezon City
My Commission Expires on December 31, 2026