

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 DoubleDragon Center West Building, DD Meridian Park, Macapagal Ave. Pasay City, herein represented by its Officer-in-Charge and Deputy Director General for Policy and Planning, **TERESO O. PANGA**, and hereinafter referred to as the “**PROCURING ENTITY**”,

-and-

COSMOTECH PHILIPPINES, INC., with address at 7761 Saint Paul St., San Antonio Village, Makati City, herein represented by its BUSINESS UNIT HEAD, **EMILIO G. FEDERIZO**, and 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 Supply, Delivery, Installation, Configuration, Testing and Implementation of PEZA Queuing System (PEZA-HO-2022-12)**, for which the same has been accepted by the **PROCURING ENTITY** for the supply of these goods and services in the sum of **One Million Two Hundred Fifty Thousand Pesos (Php1,250,000.00) 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 07 December 2022;

NOW THEREFORE, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following 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. Technical Specifications/Terms of Reference;
 - 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;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and\
 - v. 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 **One Million Two Hundred Fifty Thousand Pesos (Php1,250,000.00)** the SUPPLIER agrees to the **Supply, Delivery, Installation, Configuration, Testing and Implementation of PEZA Queuing System** in accordance with his/her/its Bid and this Agreement.
 4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the **Supply, Delivery, Installation, Configuration, Testing and Implementation of PEZA Queuing System**, 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 **Queuing 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 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 The Arbitration Law (RA 876) and the Alternative Dispute Resolution Act of 2004 (RA 9285)..
 7. In case of court suit, the venue shall be the court of competent jurisdiction in Pasay City to the exclusion of other courts.
 8. This contract shall take effect upon complete delivery of goods and end after three (3) years, unless earlier terminated by the parties, under conditions provided for under the bidding documents or law.
 9. Any tax liability 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 28 DEC day of 2022 at MAKATI CITY.


TERESO O. PANGA

Officer-in-Charge
and Deputy Director General
for Policy and Planning


for:

PHILIPPINE ECONOMIC ZONE
AUTHORITY


EMILIO G. FEDERIZO

President/CEO

for:

COSMOTECH PHILIPPINES, INC.

Acknowledgment

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

Before me a Notary Public for and in MAKATI CITY, Philippines this 28 DEC 2022 personally appeared:

Name	Government Issued ID No.	ID Type
TERESO O. PANGA	PEZA ID No. 01000239	Gov't Employment ID
EMILIO G. FEDERIZO	Driver's License C05-91-046010	Driver's License

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 three (3) 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.

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

Doc. No. 446 ;
Page No. 91 ;
Book No. 79 ;
Series of 2022 ;

ATTY. ROMEO M. MONFORT
Notary Public City of Makati
Until December 31, 2023
Appointment No. M-172 (2022-2023)
TID No. 8852509 Jan. 3, 2022 Makati City
IBP No. 178089 - Feb. 14, 2022 - Pasig
MCLE NO. VI-0023417 Roll No. 27932
126 Amorselo Street, Legaspi Village
Makati City