Contract Agreement For Supply, Delivery and Installation of Entry Level Server

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of DEC 17 2024 2024 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** with office address at DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue corner EDSA Extension, Pasay City, Metro Manila, represented herein by its Director General, **Tereso O. Panga** (referred to as the "Entity") of the one part and **HANDLINK, INC.** of 6th Floor MSY Holdings Tower, Cebu Business Park, Cebu City, represented herein by its Account Manager, **Benerlie B. Abaquita** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Supply, Delivery and Installation of Entry Level Server with Project Identification No. 2024-009** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **SIX HUNDRED SEVEN THOUSAND IN PHILIPPINE CURRENCY (Php607,000.00)** (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 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. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   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 **SIX HUNDRED SEVEN THOUSAND IN PHILIPPINE CURRENCY (Php607,000.00)** or such other sums as may be ascertained, **HANDLINK, INC.** agrees to provide the goods and services for the completion of the project, **Supply, Delivery and Installation of Entry Level Server** in accordance with his/her/its Bid.

4. The **PHILIPPINE ECONOMIC ZONE AUTHORITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. That the Supplier shall be fully responsible for the timely Supply, Delivery and Installation of Entry Level Server to the Entity within ONE HUNDRED TWENTY (120) CALENDAR DAYS upon receipt of the approved Notice to Proceed (NTP).

6. If the Supplier fails to satisfactorily deliver any or all of the goods and/or perform the services required within the period specified in this Contract inclusive of duly granted extension if any, the Entity shall, without prejudice to other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Entity shall rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor.

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.

For: ***PHILIPPINE ECONOMIC ZONE AUTHORITY***

TERESO O. PANGA
Director General

For: ***HANDLINK, INC.***

BENERLIE B. ABAQUITA
Account Manager

Witnessed by:

EMMANUEL D. CORTERO
Zone Administrator, MEZ and VisMin SEZs

DEE MARK C. ANOR
Business Unit Head – Cebu, Handlink, Inc.

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
_____) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on _____, personally appeared the following who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
PHILIPPINE ECONOMIC ZONE AUTHORITY Tereso O. Panga		

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Party and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CEBU) SS.

Before me, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on DEC 17 2024 personally appeared the following who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	
	Type and Number	Valid Until or Date and Place of Issue
HANDLINK, INC.	UMID	
BENERLIE B. ABAQUITA	CRN-0006-1860843-6	

known to me to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporation or entity herein represented.

This instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the Party and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

Doc. No. 99
Page No. 21
Book No. 1
Series of 2024.

ATTY. BRIAN B. PASTOR
Notary Public
Notarial Commission No. 174-23, until December 31,2024
MCLE Compliance No. (Admitted to the Bar: May 5, 2022)
IBP No. 424167, January 17, 2024, Cebu City Chapter
PTR No. 254611, January 16, 2024, Cebu City
Roll of Attorney's No. 76716, May 5, 2022
Camp Sergio Osmena Sr., Cebu City