CONTRACT AGREEMENT FOR THE SUPPLY AND DELIVERY OF BRAND-NEW WINDOW-TYPE FULL DC INVERTER AIR CONDITIONING UNITS

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of JUL 31 2025 2025 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** with office address at M.L. Quezon National Highway, Mactan Economic Zone 1, Lapu-Lapu City, Cebu 6015, represented herein by its Economic Zone Administrator, **Emmanuel D. Cortero**, (herein referred to as the **"Entity")** on one part and **DCNC SALES AND SERVICES, CORPORATION** with office address at M1-01 Copenhagen East Building, A.C. Cortes Avenue, Barangay Cambaro, Mandaue City, Cebu 6014 represented by its President, **Dennis P. Ceniza** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **SUPPLY AND DELIVERY OF BRAND-NEW WINDOW-TYPE FULL DC INVERTER AIR CONDITIONING UNITS WITH PROJECT IDENTIFICATION NO.: PEZA-MEZ 2025-004** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **SIX HUNDRED THIRTY-NINE THOUSAND AND FORTY IN PHILIPPINE CURRENCY (Php639,040.00)** (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;
      iv. Supplemental or Bid Bulletins, if any; and,
      v. 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 **SIX HUNDRED THIRTY-NINE THOUSAND AND FORTY IN PHILIPPINE CURRENCY (Php639,040.00)** or such other sums as may be ascertained, and **DCNC SALES AND SERVICES, CORPORATION** agrees to the **SUPPLY AND DELIVERY OF BRAND-NEW WINDOW-TYPE FULL DC INVERTER AIR CONDITIONING UNITS WITH PROJECT IDENTIFICATION NO.: PEZA-MEZ 2025-004** in accordance with its Bid.

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

5. The Supplier shall be fully responsible for the timely supply and delivery of superior quality of **SIXTEEN (16) UNITS** of **BRAND-NEW WINDOW-TYPE FULL DC INVERTER AIR CONDITIONING UNITS**[1] and all its accessories within FIFTEEN CALENDAR DAYS (15) upon receipt of the approved Notice to Proceed.

6. Aside from the FREE delivery of abovementioned goods at PEZA MEZ Administration Building, Mactan Economic Zone, Ibo, Lapu-lapu City, the Supplier shall also provide to the Entity the following:

   a) Ten (10) year warranty on the compressor;
   b) One (1) year warranty on parts;
   c) One (1) year free of charge preventive maintenance and troubleshooting; and,
   d) All other services required under the Philippine Bidding Documents.

7. The Supplier shall upon receipt of notice from the Entity, replace the defective goods with the same quality and specifications at no cost to the Entity within seven (7) days upon receipt of the notice of the defect.

8. 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

[1] See Page 28, Section VI. Schedule of Requirements, Philippine Bidding Documents

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 Supplier.

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.

PHILIPPINE ECONOMIC ZONE AUTHORITY	**DCNC SALES AND SERVICES, CORPORATION**
By:	By:
EMMANUEL M. CORTERO Economic Zone Administrator	**DENNIS P. CENIZA** President
Signed in the Presence of:	
Arniel M. Suyu Witness	Bernadette M. Zosa Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY) 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 **EMMANUEL D. CORTERO**	PEZA ID NO. 1000348	
DCNC SALES AND SERVICES, CORPORATION **DENNIS P. CENIZA**	DRIVER'S LICENSE G-06-05-002860	FEBRUARY 06, 2032

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.

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Page No. 88
Book No. 1
Series of 2025.

ATTY. ARNOLD V. CUGAL
Notary Public- Cebu City-Until December 31, 2026
Notarial Commission No. 064-23
Roll of Attorneys No. 56375
IBP O.R. NO. 471369; 10/11/24; Cebu City (for the year 2025)
PTR No. 2720863; 11/06/24; Cebu City (for the year 2025)
MCLE Compliance No. VIII - 0028201 - until April 14, 2028
Door 2G Sail Centre Commercial Complex, J.L. Briones St,
Barangay Carreta, Cebu City