

CONTRACT AGREEMENT

THIS AGREEMENT made this September 15, 2022 between Palawan Council for Sustainable Development Staff (PCSDS) (hereinafter called "the Entity") of the one part and Lilyhill Trading of Valencia St., Brgy. Masikap, Puerto Princesa City, Palawan, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly PR. No. 22-11-15-01: Supply and Delivery of ICT Supplies and ICT Semi-Expendable Machinery and Equipment and has accepted a bid from the Supplier for the supply of those goods and services in the sum of Four Million, sixty-nine thousand, four hundred and ninety Pesos (Php 4,069,490.00) (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 (PBD's);

- i. Schedule of Requirements;
- ii. Technical Specifications;
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletin, 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 evaluation of quotation;

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. **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 Four million, sixty-nine thousand, four hundred and ninety Pesos (Php 4,069,490.00) or such other sums as may be ascertained, Lilyhill Trading represented by Mr. Archie P. Bayona agrees to supply PR. No. 22-11-15-01: Supply and Delivery of ICT Supplies and ICT Semi-Expendable Machinery and Equipment in accordance with his/her/its bid.


TEODORO JOSE S. MATTA, Esq.


Mr. ARCHIE P. BAYONA

ACKNOWLEDGEMENT

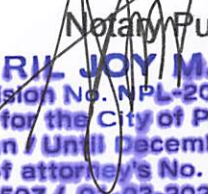
REPUBLIC OF THE PHILIPPINES)
Puerto Princesa City)

BEFORE ME, this 17 OCT 2022 at PUERTO PRINCESA CITY
personally appeared **TEODORO JOSE S. MATTA, Esq.** and **MR. ARCHIE P. BAYONA** with their competent evidence of identity, all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed and that of the entities they respectively represent.

This instrument consisting of only three (3) page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses.

WITNESS MY HAND AND SEAL.

Doc. No. 246 ;
Page No. 81 ;
Book No. IX ;
Series of 2022;


Notary Public
ATTY. APRIL JOY M. RABANG
Commission No. NPL-2021-014
Notary Public for the City of Puerto Princesa
and Palawan / Until December 31, 2022
Roll of attorney's No. 72549
PTR No. 183597 / 01-03-2022 / Pasig City
IBP No. 0891076 / 01-03-2022 / Palawan
Date Admitted to the Bar June 14, 2019

4. Goods and services will be delivered and/or performed by the Supplier within 90 days in accordance with the schedule agreed upon.
5. The Entity agrees to pay the Supplier the above-mentioned sum in accordance with the terms of the Bidding and based on the actual goods and services delivered and/or performed as billed.
6. In case of breach, the Supplier shall be liable to pay liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
7. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004"

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.



TEODORO JOSE S. MATTA Esq.
Executive Director

for:

Palawan Council for Sustainable
Development Staff (PCSDS)



MR. ARCHIE P. BAYONA
Authorized Representative

for:

Lilyhill Trading