

CONTRACT AGREEMENT

Contract no. 2021-009

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF WIRELESS ACCESS POINTS, SWITCHES AND CLOUD MANAGEMENT FOR TIEZA

This Contract Agreement executed and entered into this SEP 16 2021 day of 2021 by and between:

The **TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY**, an attached body corporate of the Department of Tourism, with office address at 7th Floor, Tower 1 Double Dragon, Meridian Tower, Diosdado Macapagal Ave. cor. EDSA Extension, Pasay City, Metro Manila represented herein by its Chief Operating Officer, **MARK T. LAPID**, hereinafter referred to as "**TIEZA**";

- and -

A-WIN ENTERPRISE & SOLUTIONS, INC., with office address at 604 V. Mauricio St., Brgy. Turo, Bucaue, Bulacan, represented herein by its president, **ADWIN M. GERMAN**, hereinafter referred to as "**SUPPLIER**";

Collectively, the "**PARTIES**".

RECITALS

WHEREAS, there is an Approved Budget for the Contract (ABC) of **FOUR MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND PESOS (Php 4,178,000.00)** for the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF WIRELESS ACCESS POINTS, SWITCHES AND CLOUD MANAGEMENT FOR TIEZA**;

WHEREAS, the **SUPPLIER** was identified as the Single Calculated and Responsive Bidder;

WHEREAS, the contract for the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF WIRELESS ACCESS POINTS, SWITCHES AND CLOUD MANAGEMENT FOR TIEZA** in the amount of **FOUR MILLION ONE HUNDRED FORTY-EIGHT THOUSAND PESOS ONLY (Php 4,148,000.00)** was awarded to the **SUPPLIER** in accordance with the provisions of Republic Act No. 9184 (RA 9184) and its 2016 Revised Implementing Rules and Regulations (IRR);

NOW, THEREFORE, for and in the consideration of the foregoing premises, the parties have mutually agreed as follows:

1. The following documents are hereby incorporated, deemed to form, and to be read and construed as an integral part of this Agreement, where applicable:
 - a. General and Special Conditions of Contract
 - b. Specifications
 - c. Invitation to Bid
 - d. Instructions to Bidders
 - e. Bid Data Sheet
 - f. Bid Bulletin/s

- g. Bid Forms, including all the documents and statements contained in the bid envelopes
- h. Eligibility requirements, documents/statements
- i. Terms of Reference
- j. Abstract of Bid Proposal
- k. Financial and Technical Component
- l. Performance Security
- m. TWG Evaluation and Recommendation/Resolution
- n. BAC Resolution recommending award
- o. Notice of Award of Contract and the Bidder's *conforme*
- p. Memorandum for the COO recommending award
- q. Duly accomplished post-qualification evaluation form
- r. Duly accomplished eligibility evaluation form
- s. Other supporting documents

The enumeration above shall not be construed as a limitation to the inclusion of other relevant documents submitted and/or required by law or TIEZA to be submitted.

2. The provisions, requirements and conditions under RA 9184 and its 2016 Revised IRR are incorporated in this contract. Moreover, words and expressions herein stated shall have the same meaning as are respectively assigned to them in the conditions of this Agreement.
3. In consideration of the payment to be made by TIEZA to the SUPPLIER, the latter binds and obligates itself to faithfully undertake and accomplish its obligations and remedy any defect in conformity with all the provisions of this contract in all aspects.
4. TIEZA agrees to pay the SUPPLIER, in consideration of the faithful performance of the services by the latter, such amount as may become payable under the provisions of this contract at the time and in the manner herein prescribed. The release of any payment shall be in accordance with the TIEZA rules and applicable government accounting and auditing rules and regulations.
5. The SUPPLIER shall keep, save and hold TIEZA free and harmless from all liabilities, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments caused upon any person or property arising from this contract, including its implementation, or the non-observance of laws, rules, regulations or any of the covenants herein contracted.
6. The SUPPLIER agrees and binds itself to indemnify TIEZA for whatever injury or damage it may sustain by reason of the failure, negligence, delay, or default on the part of the SUPPLIER, its officers, employees, and personnel in the performance of their obligations hereunder.
7. It is mutually understood that the SUPPLIER, its officers, employees, personnel, staff, or agents shall not be deemed as employees of TIEZA. Thus, the latter shall not in any way be liable or responsible for any loss, injury, or damage that may be caused or sustained by them.
8. This Agreement shall take effect upon receipt of the Notice to Proceed. If any material provision of this Agreement should be invalid, illegal or in conflict with any applicable law or government regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remaining provisions of this contract.


 MARK T. LAPID
 For TIEZA


 ADWIN M. GERVAN
 For the SUPPLIER

9. The place of filing of any action, should parties fail to amicably settle their dispute, in relation to any and all disputes arising from the implementation of this contract shall be exclusively filed in Metro Manila.
10. This contract may be modified by a written instrument executed by the duly authorized representatives of the parties. Such modification or revision mutually accepted by both TIEZA and the SUPPLIER shall form part of this Contract Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place above-written.


MARK T. LAPID
 For TIEZA


ADWIN M. GERMAN
 SUPPLIER

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S.


BEFORE ME, a Notary Public in and for TAGUIG CITY, Philippines, this SEP 16 2021 day of 2021 personally appeared:

Name	ID Presented/ID No.	Date & Place Issued
MARK T. LAPID		
ADWIN M. GERMAN		

all known to me to be the same persons who executed the foregoing **CONTRACT AGREEMENT** and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument consists of **THREE (3) pages**, including this page where this acknowledgment is written.

IN TESTIMONY WHEREOF, I have set my hand and affixed my notarial seal on the date and at the place first above written.


ATTY. JENNYLYN R. DIANO SABADO
 Notary Public City of Taguig
 Until 31 December 2022
 IBP O.R No. 121478 issued on Jan. 2, 2021
 PTR No. 8533036 / 4 January 2021 / Makati
 Appointment No. M-4-(2021-2022)
 MCLE Compliance No. VI-0011424
 Unit 25, G/F Fiesta Market Market Ext.
 BGC, Taguig City
 Roll No. 71171

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