

CONTRACT AGREEMENT

Consulting Services of the System Development of Personal Property Security Registry (PPSR)

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement ("Agreement"), made and executed this 26 APR 2024 day of April (Effective date) at Quezon City, Philippines, by and between:

LAND REGISTRATION AUTHORITY, a government agency under the Department of Justice, with office at the LRA Building, East Ave. cor. NIA Road, Diliman, Quezon City, represented by its Administrator, Hon. GERARDO PANGA SIRIOS, hereinafter referred to as "LRA".

-and-

EBIZOLUTION INC., a corporation with an address at 4th Floor PMJ Building, 1860 Evangelista corner Cuangco Streets, Brgy. Pio Del Pilar, Makati City represented by its Customer Management Business Unit Head, Ms. MARIA EVANGELINE A. BARAQUIEL, (authority to act on behalf of Ebizolution Inc. is by virtue of Board Resolution No. 24-003) hereinafter referred to as "CONSULTANT-DEVELOPER".

LRA and CONSULTANT-DEVELOPER are hereinafter collectively referred to as "PARTIES", and each shall be referred to as "PARTY".

WITNESSETH: That-

WHEREAS, in line with the thrust of LRA to upgrade its services and facilities, there is an urgent need for the *Consulting Services of the System Development of Personal Property Security Registry (PPSR)* which shall be hereinafter referred to as the "Project";

WHEREAS, for the implementation of the said Project, the posting requirement of the Request for Expression of Interest was accomplished on 30 January 2024, in accordance with the provisions of Republic Act (RA) No. 9184;

WHEREAS, the submission and opening of bids was conducted by the LRA in accordance with RA No. 9184, as amended, and its Revised Implementing Rules and Regulations (IRR) and other existing laws, and after evaluation of both the Technical and Financial Proposal, it was determined that the CONSULTANT-DEVELOPER's bid was the highest rated and responsive bid and is advantageous to the government;

WHEREAS, the Notice of Award was issued on 15 April 2024 and accepted by the CONSULTANT-DEVELOPER on 17 APR 2024 for the *Consulting Services of the System Development of Personal Property Security Registry (PPSR)* in the amount of **PHILIPPINE PESOS: ELEVEN MILLION SEVEN HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 80/100 (Php 11,788,888.80)**;

NOW THEREFORE, for and in consideration of the foregoing premises and the

GERARDO PANGA SIRIOS
Administrator

MARIA EVANGELINE A. BARAQUIEL
Customer Management Business Unit Head

CHRISTINA V. PAGTULINGAN
Assistant Chief, Information Communications and Technology Division

KATRINA M. PIRAK
Customer Management Sales Specialist

terms and conditions hereinafter set forth, the PARTIES hereto have agreed 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 hereinafter 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 part of this Agreement, *viz.*:

- a. Philippine Bidding Documents (PBDs) on Consulting Services of the Personal Property Security Registry (PPSR) [Project ID No. LRA SPBAC-2024-02];

- i. General and Special Conditions of Contract

- ii. Terms of Reference and its Annex

- iii. Request for Expression of Interest

- iv. Instructions to Bidders;

- v. Bid Data Sheet;

- vi. Addenda and/or Supplemental/Bid Bulletins, if any;

- b. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;

- c. Eligibility requirements, documents and/or statements;

- d. Performance Security;

- e. Notice of Award of Contract and the Bidder's conforme thereto;

- f. Other contract documents that may be required by existing laws and/or the Entity. **CONSULTANT-DEVELOPER 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. *Performance Security.* To guarantee the faithful performance by the CONSULTANT-DEVELOPER of its obligations under the contract and in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract. The performance security shall be posted within ten (10) calendar days from receipt of Notice of Award in the form and amount prescribed therein. Performance security shall be denominated in Philippine Pesos and posted in favor of the LRA, which shall be forfeited in the event it is established that the CONSULTANT-DEVELOPER is in default in any of its obligations under this Agreement.

4. *Mode and Terms of Payment.* For and in consideration of the CONSULTANT-DEVELOPER's consulting services for the Project and during the effectivity of this Agreement, LRA shall pay the CONSULTANT-DEVELOPER the total amount of **PHILIPPINE PESOS: ELEVEN MILLION SEVEN HUNDRED EIGHTY-EIGHT THOUSAND**

GERARDO PANGA SIRIOS
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KATHRYN N. PIZAPIL
Customer/Management Sales Specialist


EIGHT HUNDRED EIGHTY-EIGHT AND 80/100 (Php 11,788,888.80) based on the billing as specified below:


| Activity | Schedule of Payment |
|---|----------------------|
| Submission of Project Implementation Plan and General Design Report | 15% of Contract Cost |
| System Development of PPSR | 30% of Contact Cost |
| Preparation of Functional Testing for User Acceptance | 20% of Contract Cost |
| Preparation of Sandbox environment for API testing | 10% of Contract Cost |
| System Deployment to production environment | 10% of Contract Cost |
| Preparation of Training Materials | 10% of Contract Cost |
| Technical Support and Maintenance Report | 5% of Contract Cost |
| PPSR | 100.00% |


Furthermore, the contract price shall be paid to the CONSULTANT-DEVELOPER in accordance with the following disbursement, accounting and auditing procedures:

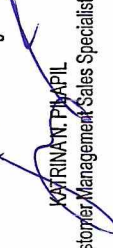
- a) Upon completion of the Project, LRA's lead end user shall certify to its completion and recommend to LRA the final acceptance of the same. The LRA shall pay the CONSULTANT-DEVELOPER any balance amount still due, excepting therefrom such amount as may be lawfully retained under existing laws or any of the provisions of this Agreement. Final payment of the contract price however, shall not be made until the CONSULTANT-DEVELOPER shall have submitted a sworn statement with conformity and attached certifications from the end user, showing that all obligations, in connection with this Project have been fully paid; provided, that nothing herein contained shall be construed as waiver of right of the LRA, which is hereby reserved, to reject the whole or any portion of the Project, should the same be found to have been developed in violation with the terms of reference, its Annex, or any conditions or covenants of this Agreement.

5. *Period of Agreement.* The CONSULTANT-DEVELOPER shall execute the development contemplated in this Agreement within **three (3) months** from the date of receipt of Notice to Proceed (NTP).


 GERARDO PANGA SIRIOS
 Administrator


 MARIA EVANGELINA BARAQUIEL
 Customer Management Business Unit Head


 CHRISTINA V. PAGULINGAN
 Assistant, Chief, Information Communications and Technology Division


 KATRINA P. PAJAPIL
 Customer Management Sales Specialist

GERARDO PANGA SIRIOS
Administrator

MARIA EVANGELINE A. BARAQUIEL
Customer Management Business Unit Head

CHRISTINA V. PACHULINGAN
Assistant Chief, Information Communications
and Technology Division

KATRINA M. PIMPIL
Customer Management Sales Specialist

6. *Request for Extension.* The period of completion of the development indicated in Item (5) hereof may be extended by LRA upon the recommendation of the LRA Special Bids and Awards Committee (LRA-SPBAC) for good and valid reasons, provided that the CONSULTANT-DEVELOPER submits a written request to the LRA at least ten (10) calendar days before the expiration of such period and stating therein the reasons for such extension. *There shall only be one (1) extension which shall be up to maximum six (6) months in duration.* Any extension granted shall not entail additional payment over and above the contract price stipulated in Item (4) hereof. The CONSULTANT-DEVELOPER expressly agrees that any extension of period which may be granted by the LRA, and any modification and/or deviation from any of the terms and conditions of this Agreement shall be deemed to have been authorized and with express consent of its Surety.

7. *Warranty.* The CONSULTANT-DEVELOPER shall assume responsibility and shall be held responsible for any damage and/or destruction of the system features, overall functions and processes of the Project. The CONSULTANT-DEVELOPER shall be responsible for the safety and protection of data/information during Project development.

Defects liability period for the project shall be twelve (12) months upon final acceptance of the project. During the period that CONSULTANT-DEVELOPER shall conduct debugging, and re-coding of the system to the satisfaction of the end-user.

8. *Warranty Security.* To guarantee that the CONSULTANT-DEVELOPER shall perform the responsibilities, the provision under subsection 62.2.3 and 62.2.3.1 of the Revised IRR of RA No. 9184 shall be adopted, it shall be required to post a warranty security in accordance with the following schedule:

| FORM OF WARRANTY SECURITY | AMOUNT OF WARRANTY SECURITY (EQUAL TO PERCENTAGE OF THE TOTAL CONTRACT PRICE) |
|---|---|
| Cash or Letter of Credit (LC) issued by a Universal or Commercial Bank: Provided, however, that the LC shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank | Five percent (5%) |
| Bank guarantee confirmed by a Universal or Commercial Bank | Ten percent (10%) |
| Surety bond callable on demand issued by Government Service Insurance System (GSIS) or a surety or insurance company | Thirty percent (30%) |

| | |
|---|--|
| duly certified by the Insurance Commission as authorized to issue such security | |
|---|--|

The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by LRA, and returned only after the lapse of the said one (1) year period.

9. *Force Majeure.* For purposes of this Agreement the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the PARTIES could not have foreseen, or which though foreseen, was inevitable and shall be limited to the following: (1) war and other hostilities (whether war be declared or not), invasion act of foreign of enemies; (2) military or usurped power or civil war; (3) natural disasters of overwhelming proportions, including acts of God, typhoon, hurricane, flood, pandemic, landslide, earthquakes and tsunami. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the PARTIES.

The PARTIES shall be liable for and shall be liable for and bear all of their own losses suffered and incurred as a result of an occurrence of force majeure.

A PARTY affected by an event of force majeure shall notify the other PARTY of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

10. *Liquidated Damages.* Should the CONSULTANT-DEVELOPER fails to complete the development under this Agreement within the period specified in Item (5) above, and/or any extension of time that may be granted under the provisions of this Agreement, and any delay in the prosecution of the development and such is due to the fault or negligence of the CONSULTANT-DEVELOPER, it shall pay the LRA by way of liquidated damages but not in the concept of penalty, the amount equivalent to one-tenth (1/10) of one (1%) percent of the total unperformed portion of works for every day of delay, until the work is completed and accepted by the LRA or until such time as the LRA may procure the completion of the work by another CONSULTANT-DEVELOPER to complete the work itself.

It is understood that the payment for delays as herein provided are to be considered as liquidated damages, to which LRA shall not be required to prove that it had incurred actual damages. In case the LRA becomes entitled to payment for liquidated damages as provided herein, the LRA is hereby authorized to deduct the amount from any money due to the CONSULTANT-DEVELOPER under this or any other existing contract that the CONSULTANT-DEVELOPER may have with LRA and/or collect such liquidated damages from the


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 Administrator
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 Customer Management Sales Specialist

Performance Security or Surety Bond of the CONSULTANT-DEVELOPER, whichever may be more convenient and/or expeditious to LRA. The LRA shall be free to select any of the remedies provided herein and the selection of one shall not preclude LRA to take another remedy.

11. *No assignment.* The contents of this Agreement are personal to the PARTIES. The CONSULTANT-DEVELOPER shall not assign, transfer or subcontract any obligations under this Agreement without prior written consent of LRA. Any attempt to do so shall be void.
12. *Amendments.* Any changes or modifications or waivers to this Agreement shall be in writing and signed by both Parties.
13. *Separability.* If any provision of this Agreement shall be held or made illegal or unenforceable, by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
14. *Confidentiality.* The CONSULTANT-DEVELOPER shall diligently and faithfully serve the best interest of LRA in rendering its services and shall not, during the period of this Agreement or at any time thereafter, use or disclose to any unauthorized person or entity, any classified information which the CONSULTANT-DEVELOPER may have obtained in the performance of duties.
15. *Pre-termination.* This contract may be terminated prior to its expiry date by either of the PARTIES for failure of the other to comply, and or violation of any of the terms and conditions stipulated therein, provided that the other party shall be notified of the pre-termination.
16. *No Injunction.* For the avoidance of doubt, the PARTIES shall not have any right to terminate, to enjoin or restrain the execution of the Project pursuant to this Agreement.
17. *Disputes.* The PARTIES shall resolve all disputes or differences arising between them, in connection with the implementation of the Agreement, amicably. Should any legal or judicial action be necessary to enforce any of the provisions of this Agreement or to remedy any violations thereof, the PARTIES shall first bring their actions through Arbitration. In case the parties do not agree to arbitration, the said legal or judicial action shall be exclusively filed with the proper court of Quezon City, Philippines

IN WITNESS whereof the PARTIES thereto have caused this Agreement to be executed the day and year first before written.


LAND REGISTRATION AUTHORITY



By:


GERARDO PANGA SIRIOS
Administrator

EBIZOLUTION, INC.

By:


MARIA EVANGELINE A. BARAQUIEL
Customer Management


GERARDO PANGA SIRIOS
Administrator

MARIA EVANGELINE A. BARAQUIEL
Customer Management Business Unit Head


CHRISTINA V. PARTULUNGAN
Assistant Chief, Information Communications
and Technology Division


KATRINA P. LAPID
Customer Management Sales Specialist

Signed in the presence of:



CHRISTINA V. PAGTULINGAN



KATRINA N. PILAPIL

FUNDS AVAILABLE



JAIRUS M. CABUSI
Chief, Accounting Division



GERARDO PANGA SIRIOS
Administrator



MARIA EVANGELINA A. BARAQUIEL
Customer Management Business Unit Head



CHRISTINA V. PAGTULINGAN
Assistant Chief, Information, Communications
and Technology Division



KATRINA N. PILAPIL
Customer Management Sales Specialist

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

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public, for and in the above jurisdiction, this _____ day of APR 26 2024, personally appeared the following, presenting credible proofs of identity, to wit:

GERARDO PANGA SIRIOS - **Driver's License No. N02-88-094706**
Valid until : July 14, 2032

MARIA EVANGELINE A. BARAQUIEL - **Passport No. P0446350C**
Valid until: June 8, 2032


Known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed that of the entities herein represented for the above purpose.

This instrument refers to a Contract Agreement for the *Consulting Services of the System Development of Personal Property Security Registry (PPSR)* consisting of eight (8) pages including this page wherein the Acknowledgment is written, signed by the Parties and the instrumental witnesses on the left margin of each and every page hereof.

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

WITNESS MY HAND AND SEAL, this APR 26 2024 day of _____ 2024

NOTARY PUBLIC


- **Atty. DONATO C. MANGUIAT**
Notary Public
Commission No. NP-030 (Expires Dec. 31, 2025)
IBP No. 376988, Dec. 27, 2023, QC
PTR No. 5555056, Jan. 2, 2024, QC
Attorney's Roll No. 34345
MCLB No. VII-0019777
Mobile No. +639152654279
Office Address: No. 2 Marunong St., Brgy. Central, QC

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Series No. 2024

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KATRINA N. PIAPI
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