

**Contract for of Procurement of Network Access Control (NAC)
Solution for the Public Zones: BCEZ, CEZ and MEZ (PEZA-HO-
2019-10)**

THIS AGREEMENT made on the _____ day of **OCT 04 2019** 2019 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** (hereinafter called "the Entity") of the one part and **TRENDS & TECHNOLOGIES, INC.** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Network Access Control (NAC) Solution for the Public Zones: BCEZ, CEZ and MEZ (PEZA-HO-2019-10)** and has accepted the Bid of the Supplier for the supply of those goods in the sum of PESOS: Five Million Two Hundred Eighty Eight Thousand Pesos Only (₱5,288,000.00) (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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby commits to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Conditions of Contract.
4. The Entity hereby commits to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Conditions of Contract at the time and in the manner prescribed by the Contract.
5. In relation to this Contract, the Supplier shall pay taxes in full and on time and that failure to do so will entitle the Entity to suspend payment on the goods and services delivered by the Supplier.
6. The Supplier shall also present to the Entity a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

PEZA - DTS

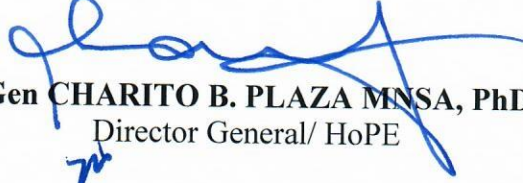



1410-2019-00223

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

TRENDS & TECHNOLOGIES, INC.

By: 
BGen CHARITO B. PLAZA MNSA, PhD
Director General/ HoPE

By: 
MYLENE DAVID
Business Unit Head – Enterprise Business
Group

Witness: 

Witness: 
NADILIZA S. J. PERETA

OCT 04 2019

BEFORE ME, A Notary Public for and in the City of **MAKATI CITY** this _____ day of _____, 2019, personally appeared the following persons with their respective Community Tax Certificates, to wit:

| | CTC No. | Date | Place |
|--|-------------------|---------------------|-----------------|
| BGen CHARITO B. PLAZA MNSA, PhD | <u>P3253942 A</u> | <u>01 June 2017</u> | <u>DFA Mla.</u> |
| MYLENE DAVID | _____ | _____ | _____ |

Both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of two (2) pages, including this page wherein the acknowledgement is written, has been duly signed by the PARTIES and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal on _____ day of **OCT 04 2019**, 2019 at **MAKATI CITY**.

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NOTARY PUBLIC
ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-87-UNTIL 06/31, 2020
ROLL OF ATTY. NO. 48348
MCLE COMPLIANCE NO. VI0022250/4-4-2019
IBPO.R No. 706762-LIFETIME MEMBER JAN.29, 2007
PTR No. 7333020-JAN 03, 2019-MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR., JUMPER ST.
MAKATI CITY