CONTRACT FOR THE PROCUREMENT OF ZERO TRUST NETWORK ACCESS AGENT (PEZA-HO-2024-02)

This Contract made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government corporation created and operating under Republic Act No. 7916, as amended, with office address at 10th Floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City, represented herein by its Director General, **TERESO O. PANGA**, who is duly authorized, hereinafter referred to as **"PROCURING ENTITY",**

-and-

TRENDS AND TECHNOLOGIES INCORPORATED a corporation duly organized and existing under Philippine laws, with office address at the 6th Floor Trafalgar Plaza 105 HV Dela Costa St Salcedo Village Makati City 1227 Makati City , herein represented by its Business Unit Head**, MYLENE B. DAVID**, and hereinafter referred to as the **"CONTRACTOR".**

Collectively "the Parties"

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited Bids for certain goods and ancillary services, particularly **Procurement of Zero Trust Network Access Agent (PEZA-HO-2024-02),** and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **Two Million Two Hundred Twenty-Eight Thousand Eight Hundred Pesos (Php2,228,800.00)**, inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

WHEREAS, on 02 May 2024, the PROCURING ENTITY issued a Notice of Award to the CONTRACTOR;

NOW, **THEREFORE**, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meaning 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, otherwise known as the Government Procurement Reform Act, shall be deemed to form and be read and construed as integral parts of this Contract, viz.:

i. Philippine Bidding Documents (PBDs);

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a. Schedule of Requirements;
b. Technical Specifications/Terms of Reference;
c. General and Special Conditions of the Contract
d. Supplemental or Bid Bulletins, if any.

ii. CONTRACTOR'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 CONTRACTOR's bidding envelopes, as annexes, and all other documents submitted (e.g., CONTRACTOR'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. Notice of Award of Contract; and the CONTRACTOR's conforme thereto; and

iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **CONTRACTOR 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 this Contract.**

3. In consideration for the sum of **Two Million Two Hundred Twenty-Eight Thousand Eight Hundred Pesos (Php2,228,800.00)** the CONTRACTOR agrees to enter into the Contract for **Zero Trust Network Access Endpoint Agent** in accordance with its Bid and this Contract.

4. The PROCURING ENTITY agrees to pay the CONTRACTOR, in consideration for the supply of the **Zero Trust Network Access Endpoint Agent**, the above-mentioned sum in accordance with the terms of the Bidding.

5. The CONTRACTOR agrees to remedy any defective or malfunctioning **Zero Trust Network Access Endpoint Agent**, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Contract.

6. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of this Contract. Should such dispute be not resolved amicably, it shall be submitted to arbitration in accordance with the provisions of Republic Act No. 876, otherwise known as The Arbitration Law, and Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

7. The Parties hereto agree that any court action arising out of this Contract shall be filed exclusively with the proper court in the City of Pasay.

8. This Contract shall take effect upon issuance of the Notice to Proceed and valid for three (3) years upon final acceptance of the project, unless terminated earlier by the Parties, under the conditions provided for in the bidding documents or law.

9. Any and all taxes that may arise out of the execution of this Contract shall be for the sole account of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed these presents this 14 JUN 2024 at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)	**TRENDS AND TECHNOLOGIES INCORPORATED** (SUPPLIER)
By:	By:
TERESO O. PANGA Director General	**MYLENE B. DAVID** Business Unit Head

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 14 JUN 2024, personally appeared **TERESO O. PANGA**, with PEZA ID No. 01000239, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a **Contract for the Procurement of Zero Trust Network Access Agent (PEZA-HO-2024-02)** consisting of four (4) pages, including this page, signed by the party and his witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 190
Page No. 39
Book No. VI
Series of 2024.

ATTY. CHRISTINE HEIDE A. ROSALES
ROLL NO. 63616 NOTARY PUBLIC
MAKATI CITY, PHILIPPINES

ATTY. CHRISTINE HEIDE A. ROSALES
SC Roll No. 63616
Notary Public Until Dec. 31, 2024
IBP Lifetime Member No. 012672, Quezon City
PTR No. 10132370; 2/8/2024, Makati City
MCLE Compliance No. VII 0018328,
valid until 04/14/2025
3rd Floor Salcedo One Centre
170 Salcedo St., Legaspi Village MAkati City

ACKNOWLEDGMENT

Republic of the Philippines)
City of Makati) S.S.

BEFORE ME, this 04 JUN 2024, personally appeared **MYLENE B. DAVID**, with PASSPORT NO. P9616407B, valid until _____, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a **Contract for the Procurement of Zero Trust Network Access Agent (PEZA-HO-2024-02)** consisting of four (4) pages, including this page, signed by the party and her witness on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and year first above written.

Doc. No. 348
Page No. 71
Book No. I
Series of 2024.

ATTY. PAMELA CAMILLE A. BARREDO
NOTARY PUBLIC
ROLL NO. 76509
MAKATI CITY, PHILIPPINES

ATTY. PAMELA CAMILLE A. BARREDO
Notary Public for and in the City of Makati
Appointment No. M-041 (2023-2024)
Until 31 December 2024
Roll of Attorneys No. 76509; 5 May 2022
PTR No. 101000758/19 January 2024/Makati City
IBP No. 413760/10 January 2024/Pasig City
23/F Trafalgar Plaza Building
105 H.V. Dela Costa St., Salcedo Village
Makati City, Philippines 1227