FORTIANALYZER CONTRACT

This Agreement made and entered into by and between:

PHILIPPINE ECONOMIC ZONE AUTHORITY, a government agency by virtue of the laws of the Philippines, with principal office located at 10F Double Dragon West Center Building, DD Meridian Park, Macapagal Ave. Pasay City, herein represented by its Officer-in-Charge Director General and Deputy Director General for Policy and Planning, **TERESO O. PANGA**, and hereinafter referred to as the **"PROCURING ENTITY",**

-and-

TRENDS AND TECHNOLOGIES INCORPORATED, with address at 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 **"SUPPLIER".**

Collectively "the Parties"

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the SUPPLIER submitted a Bid for certain goods and ancillary services, particularly for the **Procurement of FortiAnalyzer for the Head Office**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Five Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php588,888.00)only,** inclusive of all applicable government taxes and charges, (hereinafter called "the Contract Price").

WHEREAS, the Notice of Award was issued to the **SUPPLIER** last Aug 23, 2022;

NOW THEREFORE, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following terms and conditions:

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 (PBDs);
      a. Technical Specifications/Terms of Reference;

   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 bid evaluation;

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

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

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3. In consideration for the sum of **Five Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php588,888.00)** the SUPPLIER agrees to supply the **FortiAnalyzer Equipment** in accordance with its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of the **FortiAnalyzer Equipment**, the above-mentioned sum at the time and in the manner prescribed under this Agreement in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning **FortiAnalyzer Equipment**, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Agreement.

6. The Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or difference arising between the parties in connection with the implementation of this Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.

7. In case of court suit, the venue shall be the court of competent jurisdiction in Pasay City to the exclusion of other courts.

8. Duration of Contract – This contract shall take effect upon issuance of the Notice to Proceed and valid for one (1) year after delivery of equipment, unless terminated earlier by the parties, under conditions provided for under the bidding documents or law.

9. Payment of Taxes – Any taxes that may arise out of the execution of the contract shall be for the account of the SUPPLIER.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this ___ day of _____ 2022 at _____.

Tereso O. Panga
Officer-in-Charge Director General and DDG
for Policy and Planning

for:

Philippine Economic Zone Authority

Mylene B. David
Business Unit Head

for:

Trends and Technologies Incorporated

Acknowledgment

REPUBLIC OF THE PHILIPPINES)
City of MAKATI CITY) S.S.

10 OCT 2022

Before me a Notary Public for and in MAKATI CITY, Philippines this _____, personally appeared:

Name	Government Issued ID No.	ID Type
TERESO O. PANGA	PEZA ID No. 01000239	Gov't Employment ID
MYLENE B. DAVID	NO3-00-283801	DRIVERS'S LICENSE

Both known to me to be the same persons who executed the foregoing instruments and who acknowledge to me that the same ~~is~~ are their free and voluntary acts and deeds and of the offices that they represent.

I further certify that this CONTRACT AGREEMENT consists of _ pages including the general and special conditions of the contract as well as the page which is acknowledge in written, and the parties hereto and their witnesses have affixed their signatures on the space provided and on the margin of each and every page hereof.

WITHNESS MY HAND SEAL on the date and place first above-written.

Doc. No. 384;
Page No. 78;
Book No. VI;
Series of 2022;

JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment No. M-[illegible] / Until 12-31-23
Roll No. 45790 / IBP Life No. 04897 / 07-03-03
PTR-O.R. No. 8852510 / 01-03-22 / Makati City
MCLE No. VI-0016565 / 01-14-19
G/F Feuman Suites 199 Salcedo St.
Legaspi Village, 1229 Makati City