RENEWAL OF MAINTENANCE AGREEMENT/CONTRACT FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) OF THE HEAD OFFICE

This Agreement 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-

EGM SYSTEMS GLOBAL TECHNOLOGIES INC., a corporation duly organized and existing under Philippine laws, with office address at Unit 309 Armal Plaza Bldg. C. Raymundo Avenue Magbunga, Pasig City, herein represented by its President & CEO, **MIRAQUEL D. CABRERA**, who is likewise duly authorized, hereinafter referred to as the **"SUPPLIER".**

Collectively "the Parties"

OFFICE OF THE AUDITOR
RECEIVED
DATE/TIME: 01/24/24 9:45 AM

WITNESSETH:

WHEREAS, upon invitation of the PROCURING ENTITY, the SUPPLIER submitted a Bid for certain goods and ancillary services, particularly for the **Renewal of Maintenance Agreement/Contract for Uninterruptible Power Supply (UPS) of the Head Office**, for which the same has been accepted by the PROCURING ENTITY for the supply of these services in the sum of **One Hundred Fifty Thousand Pesos in Philippine Currency (Php150,000.00) 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 September 19, 2023;

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 parts of this Agreement, viz.:

CERTIFIED COPY
Management Information Systems Department
JOHN MICHAEL E. AFANTE
Name & Signature
01-25-24
Date

i. Philippine Bidding Documents (PBDs);

   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. SUPPLIER'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 SUPPLIER's bidding envelopes, as annexes, and all other documents submitted (e.g., SUPPLIER'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 SUPPLIER's conforme thereto; and

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

3. In consideration for the sum of **One Hundred Fifty Thousand Pesos in Philippine Currency (Php150,000.00),** the SUPPLIER agrees to enter into the **Maintenance Agreement/Contract for Uninterruptible Power Supply** in accordance with its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of the **Maintenance Agreement/Contract for Uninterruptible Power Supply**, the above-mentioned sum in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning **Uninterruptible Power Supply**, 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 differences arising between the parties in connection with the implementation of this Agreement. Should such dispute be not resolved amicably, it shall be submitted to arbitration in accordance with the provisions of RA 876 and RA 9285.

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 Agreement shall take effect seven (7) days upon issuance of the Notice to Proceed and end on January 05, 2025, 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 Agreement shall be for the sole account of the SUPPLIER.

CERTIFIED COPY
Management Information Systems Department
JOHN MICHAEL E. AFANTO
Name & Signature
Date

IN WITNESS WHEREOF, the parties hereto have signed these presents this 24 OCT 2023 at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (PEZA)	**EGM SYSTEMS GLOBAL TECHNOLOGIES INC.** (SUPPLIER)
By:	By:
TERESO O. PANGA Director General	**MIRAQUEL D. CABRERA** President & CEO

SIGNED IN THE PRESENCE OF:

_____ _____

CERTIFIED COPY
Management Information Systems Department
JOHN MICHAEL B. AFANTE
Name & Signature
01/10/24
Date

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 24 OCT 2023, 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 Maintenance Agreement 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. 291
Page No. 56
Book No. I
Series of 2023.

ATTY. CHRISTINE HEIDE A. ROSALES
ROLL NO. 63616
NOTARY PUBLIC UNTIL DEC. 31, 2024
IBP LIFETIME MEMBER NO. 012672, QUEZON CITY
PTR NO. 9620622; 2.8.2023; MAKATI CITY
3RD FLOOR SALCEDO ONE CENTRE
170 SALCEDO ST., LEGASPI VILLAGE, MAKATI CITY

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

ACKNOWLEDGMENT

Republic of the Philippines)
PASIG CITY) S.S.

16 OCT 2023

BEFORE ME, this _____, personally appeared **MIRAQUEL D. CABRERA**, with Driver's License N01-01-261270, 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 his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Maintenance Agreement 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. 8
Page No. 3
Book No. 131
Series of 2023.

ATTY. LETICIA M. AMON
Notary Public
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
Lifetime IBP Member No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No. VII-0000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

CERTIFIED COPY
Management Information Systems Department
JOHN MICHAEL O. AFANTE
Name & Signature
01-03-24
Date