# CONTRACT FOR THE PROCUREMENT OF RENEWAL OF LICENSES FOR THE VEEAM BACK-UP SOLUTION PLATFORM (PEZA-HO-2025-07)

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-

**TRENDS AND TECHNOLOGIES, INC,** a corporation duly organized and existing under Philippine laws, with office address at the 6th Floor Trafalgar Plaza 105 H.V Dela Costa St., Salcedo Village, 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 RENEWAL OF LICENSES FOR THE VEEAM BACKUP SOLUTION PLATFORM (PEZA-HO-2025-07),** for which the same has been accepted by the PROCURING ENTITY for the supply of those goods and services in the sum of **Two Million Eight Hundred Sixty-Eight Thousand Pesos in Philippine Currency (Php2,868,000.00) 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 15 July 2025;

**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.:

i. Philippine Bidding Documents (PBDs);

   a. Schedule of Requirements;
   b. Technical Specifications/Terms of Reference;
   c. General and Special Conditions of the Contract; and
   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 **Two Million Eight Hundred Sixty-Eight Thousand Pesos in Philippine Currency (Php2,868,000.00),** the SUPPLIER agrees to supply of Licenses for the Veeam Back-up Solution Platform in accordance with its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of Licenses for the Veeam Back-up Solution Platform, the above-mentioned sum in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning Licenses for the Veeam Back-up Solution Platform, 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 immediately upon issuance of the Notice to Proceed and end 3 years after successful 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 Agreement shall be for the sole account of the SUPPLIER.

**IN WITNESS WHEREOF**, the parties hereto have signed these presents this _____ at Pasay City, Philippines.

| | |
|---|---|
| **PHILIPPINE ECONOMIC ZONE AUTHORITY**<br>(PROCURING ENTITY) | **TRENDS AND TECHNOLOGIES, INC.**<br>(SUPPLIER) |
| By: | By: |
| **TERESO O. PANGA**<br>Director General | **MYLENE B. DAVID**<br>Business Unit Head |

SIGNED IN THE PRESENCE OF:

_____ _____

## ACKNOWLEDGMENT

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

**BEFORE ME**, this 11 SEP 2025, 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 RENEWAL OF LICENSES FOR THE VEEAM BACK-UP SOLUTION PLATFORM (PEZA-HO-2025-07),** 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.

ATTY. ANNA LIZA L. RUBIO
Notary Public for and in Quezon City
Adm Matter No NP-343 (2026-2026), valid until December 31, 2026
IBP No 489617 December 30, 2024, Quezon City
PTR No 6830828 D January 21 2026, Quezon City
Roll of Attorney's No 77684
MCLE Compliance VII -0001260
Issued on December 27 2022, valid until April 14, 2028
Office Address Unit 2407C The Regalia Park Tower C
160 P Tuazon Blvd Brgy Socorro Cubao, Quezon City

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## ACKNOWLEDGMENT

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

**BEFORE ME**, this SEP 02 2025, personally appeared **MYLENE B. DAVID** with PASSPORT NO. P9616407B, valid until April 12, 2032, 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 RENEWAL OF LICENSES FOR THE VEEAM BACK-UP SOLUTION PLATFORM (PEZA-HO-2025-07),** 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.

ATTY. RYAN ANTHONY G. PEREÑA
NOTARY PUBLIC for MAKATI CITY
Commission No. M-042 until Dec. 31, 2025
Roll of Attorneys 77327
PTR No. 10465813; 01/02/2025; Makati City
IBP OR No. 488686; 12/28/2024; Pasig City
MCLE Compliance No. VIII-0000389
8553 San Jose St., Guadalupe Nuevo, Makati City

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