CONTRACT AGREEMENT

"This Agreement made and entered into by and between the following:

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 Director General, **BGEN. CHARITO B. PLAZA MNSA, PhD**, 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 Maintenance Agreement for Precision Air Conditioning Units Installed at the Head Office(PEZA-HO-2022-07)**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **Three Million Four Hundred Fifty-Eight Thousand Pesos (Php3,458,000.00) 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 April 27, 2022 and the **SUPPLIER** posted its Performance Bond on May 02, 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);
      i. 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;

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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.**

3. In consideration for the sum of **Three Million Four Hundred Fifty-Eight Thousand Pesos (Php3,458,000.00)** the SUPPLIER agrees to supply **Maintenance Agreement for Precision Air Conditioning Units** in accordance with his/her/its Bid and this Agreement.

4. The PROCURING ENTITY agrees to pay the SUPPLIER, in consideration for the supply of the Maintenance/Service Agreement for Precision Air Conditioning Units, the above-mentioned sum at the time and in the manner prescribe under this Agreement in accordance with the terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning delivered/supplied Precision Air Conditioning Units, 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 amicable 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 15 days upon issuance of the Notice to Proceed and end after three (3) years, 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 JUN 08 2022 2022 at AKATI CITY.

BGen. Charito B. Plaza MNSA, PhD
Director General
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.

Before me a Notary Public for and in MAKATI CITY, Philippines this 08 JUN 2022, personally appeared:

Name	Government Issued ID No.	ID Type
CHARITO B. PLAZA	PEZA ID No. 01000505	Gov't Employment ID
MYLENE B. DAVID	DRIVER'S LICENSE 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. 249;
Page No. VI;
Book No. 36;
Series of 2022;

ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2023
Appointment No. M-019-(2022-2023)
PTR No. 8582430 Jan. 3, 2022 / Makati
IBP Lifetime No. 013857 Roll No. 45790
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City