

Contract for the Cloud Hosting Services for PEZA Website and Data Storage


AUG 23 2019

THIS AGREEMENT made the _____ day of _____ 2019 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** of the Philippines (hereinafter called "the Entity") of the one part and **NTT DATA PHILIPPINES, INC.** of *Makati City, Philippines* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Cloud Hosting Services for PEZA Website and Data Storage* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **SIX HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED TWENTY-ONE PESOS [Php 659,921.00]** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Request for Quotation
 - (b) Service Agreement Level
 - (c) Technical Specifications; and
 - (d) The Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. In relation to this Contract, the Supplier shall pay taxes in full and on time and the failure to do so will entitle the Entity to suspend payment on the goods and services delivered by the Supplier.
6. The Supplier shall also present to the Entity a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.


Ma. Veronica D. Magana

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE ECONOMIC ZONE
AUTHORITY (PEZA)**

NTT DATA PHILIPPINES, INC.

By: *Ma. Veronica F. Magsino*
MA. VERONICA F. MAGSINO
 GM, MIS & CPG
 CEO

Mr. Pocholo S. Reyes
 By: MR. POCHOLO S. REYES
 President and

ACKNOWLEDGMENT

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

QUEZON CITY

AUG 23 2019

BEFORE ME, this _____ day of September 2019 at _____, personally appeared the following:

NAME		Issued on
POCHOLO S. REYES	Passport ID # P4500559A	September 26, 2017
Maia Veronica F. Magsino	PO 388148 B	January 24, 2019

Known to me to be the persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed of the government agency and the corporation which they represent.

This document refers to the Contract for Cloud Hosting Services for PEZA Website and Data Storage and consists of two (2) pages including this page where this acknowledgement is written and all pages hereof have been signed by the Parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

Doc. No. 76;
 Page No. 8;
 Book No. 46;
 Series of 2019

Atty. Conchita P. Villarena
 ATTY. CONCHITA P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2019
 PTR No. 7323642 - 1-03-2019/QC
 IBP No. AR14460591 - 12-17-2018/QC
 Roll No. 30457 - 05-09-00
 MCLE 5-0012536 - 12-21-2018
 Adm. Matter No. MP 279 (2018-QC)

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