CONTRACT FOR THE REPLACEMENT OF FIREWALL EQUIPMENT FOR PUBLIC ZONES: BCEZ CEZ and MEZ (PEZA-HO-2023-04)

This Contract is made this_____ day of _____ 2023, 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 the **"PROCURING ENTITY"**,

-and-

TRENDS AND TECHNOLOGIES INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 6th Floor Trafalgar Plaza, 105 HV Dela Costa Street Salcedo Village, Makati City, represented herein by its Business Unit Head, **MYLENE B. DAVID**, who is likewise duly authorized, hereinafter referred to as the **"SUPPLIER"**,

Collectively **"the Parties"**.

WITNESSETH:

WHEREAS, the Procuring Entity posted an invitation to bid for the procurement of its firewall equipment requirements *viz-a-viz* the "Procurement of Replacement Firewall Equipment for the Public Zones: BCEZ CEZ and MEZ (PEZA-HO-2023-04)" with an Approved Budget of Contract in the amount of Three Million Six Hundred Seventy-Five Thousand Pesos in Philippine Currency (PhP3,675,000.00);

WHEREAS, in the public bidding that was conducted for the above-mentioned procurement, the Supplier submitted a bid most advantageous to the Procuring Entity in the amount of Two Million Nine Hundred Eighty-Eight Thousand Eight Hundred Pesos in Philippine Currency ((PhP2,988,800.00), inclusive of all applicable taxes and charges (hereinafter called "the Contract Price");

WHEREAS, on 16 August 2023, the Procuring Entity issued a Notice of Award to the Supplier;

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract, which forms part of the Bidding Documents for PEZA-HO-2023-04.

2. The following documents under the Bidding documents for PEZA-HO-2023-04, as required under the Updated 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, shall be deemed, read and construed as integral parts of this Contract, *viz.*:

PEZA - DIS
1316-2023-00170

i. Philippine Bidding Documents (PBDs);

a) Schedule of Requirements;

b) Technical Specifications;

c) General and Special Conditions of Contract; and

d) Supplemental or Bid Bulletins, if any.

ii. The 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, 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;

iv. Performance Security; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. The Supplier **agrees that additional documents or information prescribed by the GPPB which that are subsequently required for submission after the contract execution, such as but not limited to the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of this Contract.**

3. In consideration for the sum of Two Million Nine Hundred Eighty-Eight Thousand Eight Hundred Pesos in Philippine Currency (Php2,988,800.00), the Supplier agrees to provide and/or deliver to the Procuring Entity its firewall equipment requirements in accordance with the Terms of the Bidding.

4. The Procuring Entity agrees to pay the Contract Price in accordance with the Terms of the Bidding.

5. The SUPPLIER agrees to remedy any defective or malfunctioning Firewall Equipment, upon notice by the Procuring Entity, in accordance with the Terms of the bidding that form part of this Agreement.

6. The Parties shall make every effort to resolve amicably through mutual consultation any and all disputes or differences arising or in connection with the implementation of this Contract.

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 Contract shall take effect upon issuance of the Notice to Proceed and shall remain in force for a period of three (3) years unless otherwise, terminated earlier by the Procuring Entity.

9. Any taxes arising under this Contract shall be for the sole account of the Supplier.

10. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year first above written at Pasay City, Philippines.

PHILIPPINE ECONOMIC ZONE AUTHORITY (the Entity)	**TRENDS AND TECHNOLOGIES INCORPORATED** (the Supplier)
By:	By:
TERESO O. PANGA Director General	**MYLENE B. DAVID** Business Unit Head

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, this 17 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 Contract for the Replacement of Firewall Equipment for Public Zones: BCEZ CEZ and MEZ (PEZA-HO-2023-04) consisting of four (4) pages, including this page, signed by the party and the witness/es 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. 215
Page No. 52
Book No. 1
Series of 2023.

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

ATTY. CHRISTINE HEIDE A. ROSALES
SC ROLL NO. 63616
NOTARY PUBLIC UNTIL DEC. 31, 2024
IBP LIFETIME MEMBER NO. 012672, QUEZON CITY
PTR NO. 9620822; 2.8.2023; MAKATI CITY
3RD FLOOR SALCEDO ONE CENTRE
170 SALCEDO ST., LEGASPI VILLAGE, MAKATI CITY

ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY) S.S. OCT 16 2023

BEFORE ME, this _____, appeared **MYLENE B. DAVID** with Philippine Driver's License No. NO3-00-283801, 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 her free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to a Contract for the Replacement of Firewall Equipment for Public Zones: BCEZ CEZ and MEZ (PEZA-HO-2023-04) consisting of four (4) pages, including this page, signed by the party and the witness/es 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. 495
Page No. 100
Book No. 19
Series of 2023.

ATTY JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023-2024
APPOINTMENT NO. M-115
ROLL NO. 49115
MCLE COMPLIANCE NO. VI-0008[illegible] Until Apr. 2024
PTR NO. 9563[illegible]-65-2023 MAKATI CITY
IBP NO. 261944 - 01-03-2023 PASIG CITY
1107 D BATAAN ST. [illegible] GUPO NUEVO MAKATI CITY