

CONTRACT FOR GOODS AND SERVICES

THIS AGREEMENT made on the _____ day of _____ 2020 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** (hereinafter called "the Entity") of the one part and **ANNEX DIGITAL, INC.** (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity had previously invited Bids for certain goods and ancillary services, viz., PROCUREMENT OF SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF COMMAND CENTER MANAGEMENT PLATFORM (PEZA-HO-2020-04) and has accepted the Bid of the Supplier for the supply of those goods and services in the sum of PESOS: Nine Million Nine Hundred Forty-Six Thousand Pesos Only (₱9,946,000.00) (hereinafter referred to as "Contract Price");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract, the words and expressions shall have the same meanings as are respectively assigned to them in the bidding documents;

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

- (a) Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) Schedule of Requirements;
- (c) General Conditions of Contract;
- (d) Special Conditions of Contract;
- (e) Terms of Reference;
- (f) Performance Security; and
- (g) 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 commits 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 commits 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 therein.

5. In relation to this Contract, the Supplier shall pay taxes in full and on time and that 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.



IN WITNESS whereof the parties hereto have caused this Contract 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**

ANNEX DIGITAL, INC.

By:



BGen CHARITO B. PLAZA MNSA, PhD
Director General



Witness:

By:



GILZAE M. VIDA
Sales Director



Witness:

ACKNOWLEDGMENT

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


26 NOV 2020

BEFORE ME, this _____, personally appeared **CHARITO B. PLAZA**, with PEZA ID No. 01000505, and **GILZAE M. VIDA**, with SSS ID with No. 33-7352815-1, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free and voluntary acts and deeds as well as that of the entities represented.

Said instrument refers to a Contract for Goods and Services consisting of two (2) pages, including this page, signed by the parties and their witnesses 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. 1609;
Page No. 35;
Book No. 28;
Series of 2020.


GAUDENCIO A. BARBOZA JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2020
PTR NO. A-4762374 / 1-2-2020 / TAGUIG CITY
IBP NO. 095971 / 11-28-2019 RSM (FOR YR. 2020)
ROLL NO. 41969
MCLE COMP. VI No. 0021812
MARCH 29, 2019
APP No. 32(2019-2020)

