CONTRACT AGREEMENT
(Renewal)

"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 **Renewal of Maintenance Agreement for Fortiwifi Network Firewall Equipment Installed at the Head Office , CEZ, SEZ, and JPCOs (2022-04-00011)**, for which the same has been accepted by the PROCURING ENTITY for the supply of these goods and services in the sum of **One Million Seven Hundred Eighty-Eight Thousand Pesos only (Php1,788,000.00),** 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 29, 2022.

NOW THEREFORE, the **PROCURING ENTITY** and the **SUPPLIER** have agreed on the following terms and conditions:"

1. In this Renewal for Maintenance 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. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   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;

   iii. Performance Security;

MIS PEZA - DTS
1316-2022-00075

iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

v. 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 **One Million Seven Hundred Eighty-Eight Thousand Pesos only (P1,788,000.00)** the SUPPLIER agrees to supply **Maintenance/Service Agreement for FortiWifi Network Firewall** in accordance with his/her/its Bid and this Renewal Agreement.

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

5. The SUPPLIER agrees to remedy any defective or malfunctioning FortiWifi Firewall Equipment, upon notice by the Procuring Entity, in accordance with the provisions of the Bid Documents that form part of this Renewal 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. This Agreement shall be effective from 7 days upon issuance of Notice to Proceed to May 08, 2023.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this ___ day of _____ 2022 at _____.

BGen. Charito B. Plaza MNSA, PhD	**Mylene B. David**
Director General	Business Unit Head
for:	for:
Philippine Economic Zone Authority	**Trends and Technologies Incorporated**

Acknowledgment

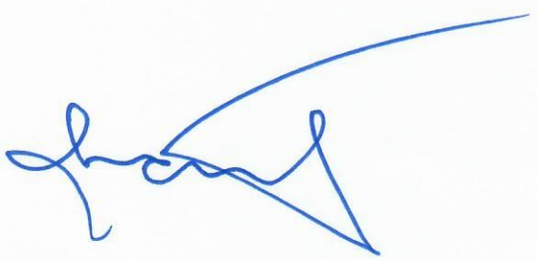
REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

Before me a Notary Public for and in _____, Philippines this _____, 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 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. _____;
Page No. _____:
Book No. _____;
Series of _____: