

**CONTRACT FOR THE  
ONE (1) LOT ANNUAL MAINTENANCE, WARRANTY, AND SUPPORT SERVICES  
FOR THE EXISTING CORE AND SERVER SWITCHES OF THE GCG MAIN OFFICE  
DATACENTER COVERING THE FISCAL YEAR (FY) 2024**

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This **CONTRACT** made and entered into this 18 OCT 2024 ("Effective Date") between:

The **GOVERNANCE COMMISSION FOR GOCCs**, a central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines, duly organized and existing pursuant to and by virtue of Republic Act No. 10149, with principal office address at 3/F BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas Avenue, Makati City duly represented herein by its **CHAIRPERSON, ATTY. MARIUS P. CORPUS** (hereinafter referred to as the "**GCG**");

– and –

**TRENDS & TECHNOLOGIES INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines with principal business address at 6/F Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City, represented by its Authorized and Designated Representative, **MIKAELA RODGER ROSE V. DY** (hereinafter referred to as "**SERVICE PROVIDER**").

The **GCG** and the **SERVICE PROVIDER** are hereinafter collectively referred to as "**PARTIES**".

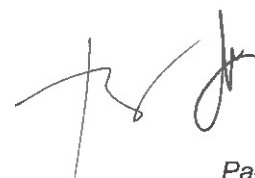
**WITNESSETH: THAT**

**WHEREAS**, the **GCG** published through its Bids and Awards Committee (BAC) the Invitation to Bid for the procurement of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 in the Philippine Government Electronic Procurement System (PhilGEPS) and GCG websites;

**WHEREAS**, the **GCG**, pursuant to existing laws, particularly R.A. No. 12009, otherwise known as the "New Government Procurement Act", R.A. No. 9184, otherwise known as the "Government Procurement Reform Act", its 2016 Revised Implementing Rules and Regulations (IRR) and all related rules and regulations, has found, through Competitive Bidding, the bid proposal of the **SERVICE PROVIDER** to be the Single Calculated Responsive Bid for the procurement of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 in the amount of **EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED PESOS ONLY (P868,300.00)**, inclusive of all applicable taxes;

**WHEREAS**, **GCG** has awarded to the **SERVICE PROVIDER** the contract for the One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 through Notice of Award dated 30 September 2024;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** have agreed as follows:



**ARTICLE 1**  
**DEFINITIONS AND GENERAL PROVISIONS**

1.1 As used in this Contract the term:

- 1.1.1 “Applicable Law” refers to the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- 1.1.2 “Contract” refers to this Contract signed by the **PARTIES** including all contract documents, appendices, and attachments; it shall be used interchangeably with the term “Agreement” in this document.
- 1.1.3 “Contract Documents” refer to the following:
  - 1.1.3.1 Statement of Conformity with Technical Specifications and Terms of Reference for the procurement of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 (**herein attached as Annex “A”**);
  - 1.1.3.2 Notice of Award dated 30 September 2024 (**herein attached as Annex “B”**);
  - 1.1.3.3 Performance Bond issued on 04 October 2024 (**herein attached as Annex “C”**); and
  - 1.1.3.4 Other contract documents that may be required by existing laws.
- 1.1.4 “Effective Date” refers to the date during which this Contract becomes effective.
- 1.1.5 “Foreign Currency” refers to any currency other than the currency of the Philippines.
- 1.1.6 “Funding Source” refers to the General Appropriations Act of 2024.
- 1.1.7 “Government” refers to the Government of the Philippines (GOP).
- 1.1.8 “Local Currency” refers to the Philippine Peso (Php).
- 1.1.9 “Party” means either the **GCG** or the **SERVICE PROVIDER**, as the case may be, and “Parties” means both the **GCG** and the **SERVICE PROVIDER**.
- 1.1.10 “Personnel” means employees of the **SERVICE PROVIDER**, assigned to the performance of the Services or any part thereof; employees of the **SERVICE PROVIDER** are not employees of **GCG**, and neither is there an employer-employee relationship between the **GCG** and **SERVICE PROVIDER**.
- 1.1.11 “Foreign Personnel” means such persons who at the time of being so hired has their domicile outside the Government’s country.
- 1.1.12 “Local Personnel” means such persons who at the time of being so hired has their domicile inside the Philippines.
- 1.1.13 “Key Personnel” means such persons who contribute in the accomplishment of the project.



- 1.1.14 "Procuring Agency/Entity" refers to the **GCG**.
- 1.1.15 "Services" refer to the work to be performed by the **SERVICE PROVIDER** pursuant to Article 2 of this Contract.
- 1.1.16 "Third Party" refers to any person or entity other than the Government, the **GCG**, the **SERVICE PROVIDER** or a Sub-Consultant.
- 1.2 This Contract, including the documents specified in Section 37.2.3 of the Revised IRR of R.A. No. 9184 and those specified in Article 1.1.3 of this Contract, contains all covenants, stipulations and provisions agreed by the **PARTIES**. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the **PARTIES** shall not be bound by or be liable for.
- 1.3 The headings shall not limit, alter, or affect the meaning of this Contract.
- 1.4 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **ARTICLE 2 SERVICES**

### **2.1 SCOPE OF SERVICES**

- 2.1.1 The **SERVICE PROVIDER** shall perform the Services under this Contract as agreed upon by the **PARTIES**. It shall undertake to provide the **GCG** with One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 as specified in the Terms of Reference under **Annex "A"** hereof.

### **2.2 STANDARD OF SERVICES**

- 2.2.1 The **SERVICE PROVIDER** shall fulfil its obligation under this Contract using its technical knowledge and according to the best-accepted professional standards. The **SERVICE PROVIDER** shall exercise reasonable skill, care, and diligence in the discharge of its duties agreed to be performed and shall always work in the best interest of the Government. To attain these ends, the **SERVICE PROVIDER** shall provide personnel with adequate qualifications and experiences and of such number as may be required for the best fulfilment of the services, subject to the approval of the **GCG**.
- 2.2.2 In consideration of the payments to be made by **GCG** to the **SERVICE PROVIDER** as hereinafter mentioned, the **SERVICE PROVIDER** hereby agrees to provide **GCG** with One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 and to address all requirements therein in conformity with the provisions of the Contract and the Contract Documents.

### **2.3 OUTPUT TO BE DELIVERED**

- 2.3.1 The **SERVICE PROVIDER** shall facilitate the provision of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and

Server Switches of the GCG Main Office Datacenter covering the FY 2024 with the following requirements:

2.3.1.1 Warranty and maintenance services to the existing Core and Server Switches of the GCG Main Office Datacenter including the following items/units:

QTY.	DESCRIPTION OF THE EXISTING CORE SWITCHES
2	Cisco One Catalyst 3850 24 Port Data (C1-WS3850-24T/K9) Serial Numbers: FCW2104D0RS & FCW2104F0XA
2	PWR-C1-350WAC Serial Numbers: ART2053F2E3 & LIT21013VJR
2	PWR-C1-350WAC/2 Serial Numbers: ART2053F2E0 & LIT21013TT5
2	STACK-T1-50CM Serial Numbers: MOC2049A7JK & LCC2047G4PF
2	C1-ISE-BASE-24P Serial Numbers: 7551J6841FB & 7551J68CA36
QTY.	DESCRIPTION OF THE EXISTING SERVER SWITCHES
2	Cisco Nexus N3K-C3524P-10GX (N3K-C3524P-10GX) Serial Numbers: FOC2352R14R & FOC2350R2FM
8	NXA-FAN-30CFM-B Serial Numbers: NID2313S5J4, NID2313S5IV, NID2313S5IU, NID2313S5J3, NID2313S5IM, NID2313S5J0, NID2313S5II, NID2313S5IL
16	SFP-10G-SR Serial Numbers: AVD2342923R, AVD2342920P, AVD234292R5, AVD2342920M, AVD2342920K, AVD23429240, AVD2342920L, AVD2342917Z, AVD234291YH, AVD23429215, AVD234291Y9, AVD234291YD, AVD23429217, AVD2342921E, AVD234291Y2, AVD234291YJ
4	N2200-PAC-400W-B Serial Numbers: LIT23302C2U, LIT23302C2H, LIT23302C2K, LIT23302C4V

2.3.1.2 The services must include the labor, repairs, and parts replacement to keep the said items/units/equipment in good operating condition.

2.3.1.3 Full-time support and managed services, without additional cost to the **GCG**, during the contract period as specified in Article 2.4 of this Contract:

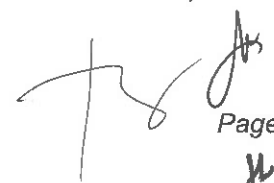
2.3.1.3.1 Single point of contact for all hardware and software components;

2.3.1.3.2 Twenty-four-seven (24/7) service desk support via telephone, email, or online chat portal;

2.3.1.3.3 At least one (1) hour response time upon receipt of issue escalation and two (2) hours for onsite support, if necessary;

2.3.1.3.4 If the problem was not resolved by service desk support, the **SERVICE PROVIDER** must provide an onsite technical support;

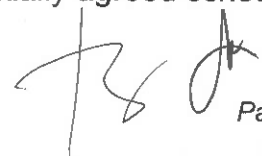
2.3.1.3.5 Procedures on support and issue escalation;



- 2.3.1.3.6 Conduct of quarterly preventive maintenance to ensure that the system and service of each switch are running as expected; and
      - 2.3.1.3.7 Service report every after the onsite support and preventive maintenance activity.
- 2.3.2 This Contract shall include services, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such services were expressly mentioned herein.
- 2.3.3 The **GCG** shall have the right to inspect and/or test the items/units/equipment provided in Article 2.3.1 and verify conformity with the agreed specifications at no extra cost.
  - 2.3.3.1 In this regard, the **GCG** shall notify the **SERVICE PROVIDER** in writing, within a reasonable time, of the identity of any of its representatives assigned for these purposes.
  - 2.3.3.2 All reasonable facilities and assistance for the inspection and testing of the said items/units/equipment, if necessary, shall be provided by the **SERVICE PROVIDER** to **GCG's** authorized inspectors at no additional charge.
- 2.3.4 No modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to Article 11.3 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

## 2.4 CONTRACT PERIOD

- 2.4.1 The contract period shall be for one (1) year commencing on the date of receipt of the Notice to Proceed. However, the contract period may be extended to such period agreed upon by both parties subject to the provisions of Article 11.3 hereof and the Revised IRR of R.A. No. 9184, without additional cost to the **GCG**.
- 2.4.2 The contract period, however, is subject to pre-termination for any or no reason at the sole discretion of the **GCG**. Upon pretermination, the contract shall be effective only until the end of the month when the **GCG** communicated its intention to pre-terminate the Contract.
- 2.4.3 Either party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project.
- 2.4.4 The services shall be performed at such locations, date, and time, as the **GCG** may approve.
- 2.4.5 The **SERVICE PROVIDER** hereby agrees that the service delivery schedule must be mutually approved by both **PARTIES**. Both **PARTIES** have the prerogative to cancel or reschedule the service delivery period in case of emergency or if the service delivery period has been declared an official national non-working holiday. A notice of cancellation or change in schedule shall be submitted in formal writing prior to the initially agreed schedule. The



**SERVICE PROVIDER** will work to change the schedule in accordance with the availability of **GCG**.

- 2.4.6 Expiration of the Contract shall be without prejudice to any accrued rights of both **PARTIES**, if any.

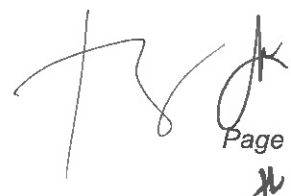
### **ARTICLE 3 PAYMENTS**

#### **3.1 CONTRACT PRICE**

- 3.1.1 Payment to the **SERVICE PROVIDER** shall not exceed a total contract price of **EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED PESOS ONLY (P868,300.00)**, inclusive of Value-Added Tax (VAT), and all other applicable taxes, in consideration of the Services performed by the **SERVICE PROVIDER** under this Contract.
- 3.1.2 It is agreed that there will be no additional costs beyond what is stated in this Contract on the part of **GCG** for any excess time and/or charges incurred by the **SERVICE PROVIDER** to satisfy the completion of the Services in this Contract, *provided*, that the **GCG** may refuse to make payments when the terms and conditions of this Contract are not satisfactorily performed by the **SERVICE PROVIDER** based on the mutually agreed terms and conditions.

#### **3.2 SCHEDULE OF PAYMENTS**

- 3.2.1 The **SERVICE PROVIDER** shall be paid on a one-time basis after the conduct of 1st quarter preventive maintenance.
- 3.2.2 The **GCG** shall process payment within twenty (20) working days upon receipt of complete documents from the **SERVICE PROVIDER** such as, but not limited to, service invoice or billing statement, service report, and other pertinent documents. The foregoing process shall be repeated in case there is a need for revision in the submitted documents.
- 3.2.3 Payments shall be made only upon issuance of a certification by the Authorized Representative of the **GCG** to the effect that the Services have been rendered satisfactorily in accordance with the terms of this contract and have been duly accepted.
- 3.2.4 The **SERVICE PROVIDER** shall not be entitled to any penalty or additional charges from the **GCG** for any delay in payments due to factors beyond the control of the **GCG** and/or its personnel.
- 3.2.5 For instances when it may be difficult to make payments within the required period, the **GCG** shall send a letter informing the **SERVICE PROVIDER** for an extension of payment of twenty (20) working days in accordance with R.A. No. 11032 otherwise known as the "Ease of Doing Business and Efficient Government Service Delivery Act of 2018" signed by the Authorized Representative of the **GCG**.
- 3.2.6 Any amount which **GCG** has paid in excess of the total contract price shall be refunded by the **SERVICE PROVIDER** to the **GCG** within twenty (20) working days from receipt of notice thereof.



### 3.3 METHOD OF PAYMENT

3.3.1 All payments shall be made in Philippine Pesos.

3.3.2 All payments under this Contract shall be made to the account of the **SERVICE PROVIDER** as follows:

<b>Account Name:</b>	Trends & Technologies, Inc.
<b>Bank Name:</b>	Landbank of the Philippines
<b>Branch:</b>	Head Office Branch
<b>Account No.:</b>	0051-5022-56

3.3.3 Notwithstanding Article 3.3.2, payments by the **GCG** to the **SERVICE PROVIDER** shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Land Bank of the Philippines, any bank fees and charges shall be for the account of the **SERVICE PROVIDER**.

### 3.4 SERVICE PROVIDER NOT TO BENEFIT FROM GCG, DISCOUNTS, ETC.

3.4.1 The remuneration of the **SERVICE PROVIDER** as provided herein shall constitute the **SERVICE PROVIDER's** sole remuneration in connection with this Contract or the Services. The **SERVICE PROVIDER** shall not accept for their own benefit any trade, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the **SERVICE PROVIDER** shall use its best efforts to ensure that the Personnel and agents of the **SERVICE PROVIDER**, similarly shall not receive any such additional remuneration.

## ARTICLE 4 OBLIGATIONS OF THE GCG

4.1 The **GCG** hereby agrees to pay the **SERVICE PROVIDER**, in consideration for the goods and/or services, a total contract price of **EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED PESOS ONLY (P868,300.00)**, inclusive of Value-Added Tax (VAT), and all other applicable taxes, subject to fulfilment of conditions under Articles 3.

4.2 The **GCG** shall certify the completion of each deliverable within the agreed period.

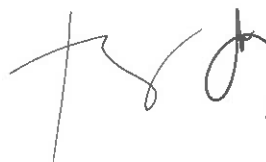
4.3 Whenever the performance of the obligations in this Contract requires that the **SERVICE PROVIDER** obtain permits, approvals, import, and other licenses from local public authorities, the **GCG** shall, if so, needed by the **SERVICE PROVIDER**, make its best effort to assist the **SERVICE PROVIDER** in complying with such requirements in a timely and expeditious manner.

4.4 The **GCG** shall pay all costs involved in the performance of its responsibilities in accordance with Article 3.

4.5 The **GCG** shall make available to the **SERVICE PROVIDER** and its Personnel, in furtherance of the Services and free of any charge, the following:

4.5.1 for services, assistance/facilitation of obtaining information from **GCG**; and

4.5.2 for facilities, conference rooms, workstations, and laptops for use within the **GCG's** premises.



- 4.6 The foregoing shall be provided during regular business hours, provided that if such services, facilities, and property are not made available to the **SERVICE PROVIDER** as and when so specified, the **PARTIES** shall agree on:
- 4.6.1 any time extension that it may be appropriate to grant to the **SERVICE PROVIDER** for the performance of the Services; and
  - 4.6.2 the way the **SERVICE PROVIDER** shall procure any such services, facilities, and property from other sources.

#### **ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1 In consideration of the payments to be made by the **GCG** to the **SERVICE PROVIDER**, the **SERVICE PROVIDER** hereby agrees with the **GCG** to provide the Services in a timely and efficient manner, in conformity with the provisions of the Contract.
- 5.2 The **SERVICE PROVIDER** shall facilitate the provision of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the FY 2024 subject to Article 2 of this Contract.
- 5.3 The **SERVICE PROVIDER** shall submit all the deliverables and reportorial requirements, if any, in accordance with the Statement of Conformity with Technical Specifications and Terms of Reference under **Annex "A"** and Article 2 of this Contract. The **SERVICE PROVIDER** shall submit to the **GCG** the reports, deliverables, and documents in English, in the form, in the numbers, and within the time periods set forth in Article 2.

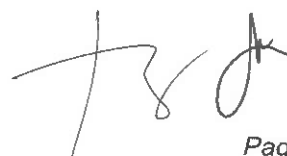
#### **ARTICLE 6 RELATIONSHIP OF PARTIES**

- 6.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the **GCG** and the **SERVICE PROVIDER**. The **SERVICE PROVIDER**, subject to this Contract, has complete charge of its Personnel, performing the Services and shall be fully responsible for the Services performed by them or in their behalf hereunder.
- 6.2 The **SERVICE PROVIDER** shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.
- 6.3 The **SERVICE PROVIDER** shall hold the **GCG** free and harmless from any and all liabilities resulting from the acts and omissions of the **SERVICE PROVIDER's** Personnel pursuant to this Contract, provided there is no fault, negligence, or omission, on the part of the **GCG**.

#### **ARTICLE 7 AUTHORIZED REPRESENTATIVES AND NOTICES**

- 7.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by both **PARTIES** may be taken or executed by the authorized representatives of the **PARTIES**.

- 7.1.1 The authorized representatives are as follows:





For the **GCG**:

- a. Primary Representative – ATTY. MARIUS P. CORPUS, Chairperson
- b. Alternate Representative – Commissioner or Director of the Strategy, Communications, and Information Technology Office (SCITO)

For the **SERVICE PROVIDER**: MIKAELA RODGER ROSE V. DY

## 7.2 FORM OF NOTICE

Any notice, request, consent, or correspondence required or permitted to be given or made pursuant to this Contract shall be in writing. It shall be deemed to have been given or made when signed by the authorized representatives of the **PARTIES**, and shall be deemed received by respective party when sent by registered mail, or by electronic means (such as, but not limited to, telex, telegram, facsimile, or email), to the addresses of the **PARTIES** as stated below:

Procuring Entity: **GOVERNANCE COMMISSION FOR GOCCs**  
Address: 3<sup>rd</sup> Floor, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City  
Facsimile: 328-2030 loc. 301  
Email Address: mpcorpus@gcg.gov.ph and feedback@gcg.gov.ph

Contractor: **TRENDS & TECHNOLOGIES, INC.**  
Address: 6<sup>th</sup> Floor Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City, Metro Manila  
Facsimile: (02) 8811-8181  
Email Address: mvdy@trends.com.ph

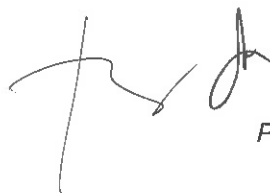
## 7.3 EFFECTIVITY OF NOTICE

Notice shall be deemed to be effective as follows:

- 7.3.1 In the case of personal delivery, registered mail, telegrams, or courier, upon delivery to the other **PARTY**; and
- 7.3.2 In the case of facsimile and electronic mail, upon sending to the other **PARTY**.

## ARTICLE 8 FORCE MAJEURE

- 8.1 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the **PARTIES** could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the concerned **PARTY**.
- 8.2 The failure of a **PARTY** to fulfil any of its obligations hereunder shall not be a breach of, or default under this Contract insofar as such inability arises from an event of force majeure, *provided*, that the **PARTY** affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 8.3 Unless otherwise agreed herein, force majeure shall **not** include:



- 8.3.1 Any event which is caused by the negligence or intentional action of either **PARTY** or the Personnel of the **SERVICE PROVIDER**;
  - 8.3.2 Any event which a diligent **PARTY** could reasonably have been expected to both take into account at the time of the execution of this Contract or to avoid or overcome in the carrying out of its obligations hereunder;
  - 8.3.3 Insufficiency of funds or failure to make any payment required hereunder; and
  - 8.3.4 Acts against the confidentiality, integrity, and availability of computer data and systems, including, but not limited to, illegal access, illegal interception, data interference, system interference, and misuse of devices.
- 8.4 A **PARTY** affected by an event of force majeure shall take all reasonable measures to remove such **PARTY**'s inability to fulfil its obligations hereunder immediately or within a reasonable time.
- 8.5 A **PARTY** affected by an event of force majeure shall notify the other **PARTY** of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 8.6 The **PARTIES** shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 8.7 Not later than fifteen (15) days after the period stated in Article 8.5, the **PARTIES** shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

## ARTICLE 9 SUSPENSION AND TERMINATION

### 9.1 SUSPENSION BY **GCG**

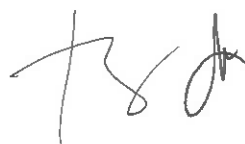
The **GCG** shall, by written notice of suspension to the **SERVICE PROVIDER**, suspend all payments to the **SERVICE PROVIDER** hereunder if the **SERVICE PROVIDER** fails to perform any of its obligations, including the carrying out of the Services, due to its own fault or due to force majeure or other circumstances beyond the control of either party under this Contract, *provided*, that such notice of suspension shall specify the nature of the failure and request the **SERVICE PROVIDER** to remedy such failure within a period not exceeding thirty (30) days after receipt by the **SERVICE PROVIDER** of such notice of suspension.

### 9.2 SUSPENSION BY **SERVICE PROVIDER**

The **SERVICE PROVIDER** may, by written notice of suspension, suspend the Services if the **GCG** fails to perform any of its obligations which are critical to the delivery of the **SERVICE PROVIDER**'s services such as non-payment of any money due to the **SERVICE PROVIDER** within thirty (30) days after receiving Notice from the **SERVICE PROVIDER** that such payment is overdue.

### 9.3 TERMINATION BY **GCG**

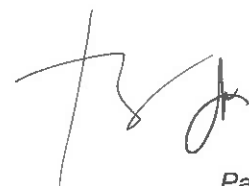
The **GCG** may terminate this Contract, after thirty (30) days from receipt by the **SERVICE PROVIDER** of written notice, when any of the following conditions attends its implementation:



- 9.3.1 Outside of force majeure, the **SERVICE PROVIDER** fails to deliver or perform the Outputs as set forth in Article 2.3 hereof within the period(s) specified in this Contract, or within any extension thereof which may be granted by the **GCG** at its sole discretion pursuant to a request made by the **SERVICE PROVIDER** prior to the delay.
- 9.3.2 As a result of force majeure, the **SERVICE PROVIDER** is unable to deliver or perform a material portion of the Outputs as set forth in Article 2.3 hereof for a period of not less than sixty (60) calendar days after the **SERVICE PROVIDER's** receipt of the notice from the **GCG** stating that the circumstance of force majeure is deemed to have ceased.
- 9.3.3 In whole or in part, at any time for its convenience, the Authorized Representative of the **GCG** may terminate this Contract at his convenience if he has determined the existence of conditions that make its implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 9.3.4 If the **SERVICE PROVIDER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the **SERVICE PROVIDER**, *provided*, that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the either **PARTY**.
- 9.3.5 In case there is a *prima facie* determination by the **GCG** that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing.
- 9.3.6 The **SERVICE PROVIDER** fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Article 9.1 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further reasonable period as the **GCG** may have subsequently approved in writing.
- 9.3.7 The **SERVICE PROVIDER** fails to perform any other obligation under the Contract.
- 9.3.8 Upon termination of the contract in any of the circumstances under this Article, the **SERVICE PROVIDER** is obliged to refund the **GCG** a pro-rata portion of the contract amount based on the remaining term of the contract.

#### 9.4 TERMINATION BY **SERVICE PROVIDER**

- 9.4.1 The **SERVICE PROVIDER** must serve a written notice to the **GCG** of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the **GCG** with regard to such written notice within thirty (30) calendar days after the receipt thereof.



9.4.2 The **SERVICE PROVIDER** may only terminate this Contract if any of the following events occurs:

9.4.2.1 The **GCG** is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) calendar days following its receipt of **SERVICE PROVIDER's** notice specifying such breach.

9.4.2.2 As the direct and proximate result of force majeure, the **SERVICE PROVIDER** is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

9.4.2.3 The **GCG** fails to pay any money due to the **SERVICE PROVIDER** pursuant to this Contract within sixty (60) days after receiving written notice from the **SERVICE PROVIDER** that such payment is overdue.

## 9.5 REFUND UPON TERMINATION

9.5.1 Upon the termination of this Contract, the **SERVICE PROVIDER** shall refund the **GCG** a pro-rata portion of the contract amount based on the remaining term of the contract.

## 9.6 CESSATION OF RIGHTS AND OBLIGATIONS

### 9.6.1 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Articles 9.3 or 9.4 hereof, the **SERVICE PROVIDER** shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the **SERVICE PROVIDER** and equipment and materials furnished by the **GCG**, the **SERVICE PROVIDER** shall proceed as provided in this Contract.

### 9.6.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Article 9.3 or 9.4 hereof, or upon expiration of this Contract, all rights and obligations of the **PARTIES** hereunder shall cease, except:

9.6.2.1 such rights and obligations as may have accrued on the date of termination or expiration;

9.6.2.2 the obligation of confidentiality set forth in Article 11.8 hereof; and

9.6.2.3 the **SERVICE PROVIDER's** obligation to permit inspection, copying and auditing of their accounts and records set forth in Articles 11.9 hereof, and any right which a **PARTY** may have under the Applicable Law.

## ARTICLE 10 WARRANTIES AND LIABILITY LIMITATIONS

10.1 The **SERVICE PROVIDER** warrants that the products and services that the **SERVICE PROVIDER** will provide comply with the Statement of Conformity with

Technical Specifications and Terms of Reference under **Annex "A"** hereof and will not expose the GCG to any risks pertaining to the confidentiality, integrity, and availability of its information, data, systems, and other digital assets, including, but not limited to, unauthorized access, interception, interference, locking, and all forms of systems compromise.

- 10.2 The **SERVICE PROVIDER** shall ensure that at all times during its performance of the Services provided in this Contract, a resident project manager, acceptable to the **GCG**, shall take charge of the performance of such Services. The person designated as resident project manager shall be the Project Champion and shall serve in the capacity specified herein.
- 10.3 If the **SERVICE PROVIDER's** services do not conform to the requirements agreed between the **PARTIES**, the **GCG** shall promptly notify the **SERVICE PROVIDER** subject to Article 7 and the **SERVICE PROVIDER** shall re-perform any non-conforming services at no additional charge or, the **GCG** may consider termination of this Contract pursuant to Articles 9.3 with Liquidated Damages pursuant to Article 11.7.
- 10.4 The **SERVICE PROVIDER** shall indemnify and hold the **GCG** and its officers, employees, and representatives free and harmless against any and all actions, proceedings, costs, claims, demands, losses, expenses, and liabilities arising out of or in connection with fraud or unauthorized activity by the **SERVICE PROVIDER**, or any act or omission of the **SERVICE PROVIDER**, its directors, officers, agents, and employees in the implementation of this Contract.
- 10.5 The **GCG** shall in no event have any liability to the **SERVICE PROVIDER** or any third party for any loss of profits, loss of revenue, loss of capital, loss of anticipated savings, or loss of data, or for any special, indirect, incidental, punitive, or consequential damages or losses arising out of or in connection with this Contract, under any theory of liability.
- 10.6 The maximum extent of liability of the **GCG** to the **SERVICE PROVIDER** for any and all claims and injuries shall be limited to the amounts actually payable by **GCG** to the **SERVICE PROVIDER** under this Contract.
- 10.7 In the event the Commission of Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by the **GCG**, the parties shall comply with such order.

## **ARTICLE 11 GENERAL CONDITIONS**

### **11.1 NON-ASSIGNMENT**

- 11.1.1 Neither **PARTY** may assign or transfer its rights and obligations under this Contract without the prior written consent of the other **PARTY**, whose consent shall not be unreasonably withheld or delayed.

### **11.2 GOVERNING LAW**

- 11.2.1 This Contract shall be governed by and construed for all purposes in accordance with Philippine laws and the appropriate Courts of the City of Makati shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it.



- 11.2.2 The **SERVICE PROVIDER** shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the **SERVICE PROVIDER** complies with the Applicable Law.
- 11.2.3 The **GCG** shall notify the **SERVICE PROVIDER** in writing of relevant local customs, and the **SERVICE PROVIDER** shall, after such notification, respect such customs.
- 11.2.4 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the **SERVICE PROVIDER** in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the **SERVICE PROVIDER** under this Contract shall be increased or decreased on a *no loss-no gain* basis, and corresponding adjustments shall be made to the ceiling amounts specified in Article 3, provided that the cost is within the Approved Budget for the Contract (ABC).

### 11.3 AMENDMENT

This Contract may be amended only by a written amendment or supplement signed by both **PARTIES**.

### 11.4 NOTICE OF DELAY

In the event that the **SERVICE PROVIDER** encounters delay in obtaining the required services or facilities under this Contract, it shall promptly notify the **GCG** of such delay and may request for an extension for the completion of services, *provided*, that the extension of time may only be granted if the delay is deemed reasonable and justifiable as determined by the **GCG**.

### 11.5 EQUIPMENT AND MATERIALS FURNISHED BY **GCG**

- 11.5.1 Equipment and materials made available to the **SERVICE PROVIDER** by the **GCG** or purchased by the **SERVICE PROVIDER** with funds provided by the **GCG**, shall be the property of the **GCG** and shall be marked accordingly.
- 11.5.2 Upon termination or expiration of this Contract, the **SERVICE PROVIDER** shall make available to **GCG** an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the **GCG**'s instructions.

### 11.6 LIQUIDATED DAMAGES FOR DELAY

- 11.6.1 If the **SERVICE PROVIDER** fails to deliver any or all of the Services within the period(s) specified in this Contract due to breach of contract, negligence, or any other tort, due directly and solely to the fault or omission of the **SERVICE PROVIDER**, **GCG** shall, without prejudice to its other remedies under this Contract and under the law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the **GCG** may terminate this Contract under Article 9.



## 11.7 CONFIDENTIALITY

Except with the prior written consent of the **GCG**, the **SERVICE PROVIDER** shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the **SERVICE PROVIDER** make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the **SERVICE PROVIDER** arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

## 11.8 ACCOUNTING, INSPECTION AND AUDITING

### 11.8.1 The **SERVICE PROVIDER** shall:

11.8.1.1 keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;

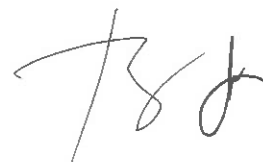
11.8.1.2 permit the **GCG** or its designated representative and or the designated representative of the Government at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Government; and

11.8.1.3 permit the **GCG** to inspect the **SERVICE PROVIDER's** accounts and records relating to the performance of the Service and to have them audited by auditors approved by the Government, if so required.

11.8.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the **SERVICE PROVIDER** in relation to this Contract. The **SERVICE PROVIDER** shall cooperate with and assist the **GCG** and its authorized representatives in making such audit. In the event the audit discloses that the **SERVICE PROVIDER** has overcharged the **GCG**, the **SERVICE PROVIDER** shall immediately reimburse the **GCG** an amount equivalent to the amount overpaid. If overpayment is a result of the **SERVICE PROVIDER** having been engaged in what the **GCG** (or, as the case may be, the Government) determines to constitute corrupt, fraudulent, or coercive practices, as defined under the Applicable Laws, the **GCG** shall, unless the **GCG** decides otherwise, terminate this Contract.

11.8.3 The determination that the **SERVICE PROVIDER** has engaged in corrupt, fraudulent, coercive practices shall result in the **GCG** and/or the Government seeking the imposition of the maximum administrative, civil, and criminal penalties up to and in including imprisonment.

11.8.4 In the event the Commission of Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by the **GCG**, the parties shall comply with such order.



11.8.5 Any inspection or audit conducted pursuant to this Agreement shall not be less than 15 business days prior to the written notice that has been given to the **SERVICE PROVIDER**.

#### 11.9 INSURANCE

11.9.1 The **SERVICE PROVIDER**, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the Services.

11.9.2 The **GCG** undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

#### 11.10 CONTRACT DOCUMENTS

The Contract Documents enumerated under Article 1.1.3 are hereby made and acknowledged by the **PARTIES** to be integral parts of this Contract.

#### 11.11 ARBITRATION CLAUSE

Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The seat of arbitration is the Philippines, whose laws shall be the law of the arbitration agreement. The language of the arbitration shall be English.

All proceedings arising from or relating or incidental to the arbitration under the Special ADR Rules shall be filed in Makati City, to the exclusion of all other courts.

#### 11.12 RENEWAL CLAUSE

In case of renewal, the performance evaluation of the **SERVICE PROVIDER** shall be conducted in accordance with the scope of work or technical specifications and special conditions of the contract of the bidding documents.

#### 11.13 VENUE

11.13.1 The **PARTIES** agree that all disputes, legal actions, suits, and proceedings arising from or relating or incidental to this Contract shall be filed with a competent court in Makati City to the exclusion of all other courts.

11.13.2 The **PARTIES** irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum or to claim improper venue.





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, month, and year first above written.

DONE, this 18 OCT 2024 in the City of Makati, Philippines.

GOVERNANCE COMMISSION FOR GOCCS

TRENDS AND TECHNOLOGIES, INC.

By:

ATTY. MARIUS P. CORPUS  
Chairperson

By:

MIKAELA RODGER ROSE V. DY  
Authorized and  
Designated Representative

SIGNED IN THE PRESENCE OF:

JAYPEE O. ABESAMIS  
Witness

LEAH P. APOSTOL  
SALVE ASSISTANT  
Witness

GOVERNANCE COMMISSION FOR GOCCS  
ALLOTTED

CERTIFIED FUNDS AVAILABLE:

R.A. No. 11978  
 Available  
 Special  
 Trust  
 Allocation Project: 100010001  
S029AD7002 - Data Center  
Service

JOSUE C. ROSAL  
OIC - Chief Accountant

ACKNOWLEDGEMENT

Republic of the Philippines)  
 \_\_\_\_\_ ) S.S  
MAKATI CITY

**MAKATI CITY**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, personally appeared the following and exhibited their respective identification documents:

NAME	ID NUMBER	DATE/PLACE ISSUED
ATTY. MARIUS P. CORPUS	Driver's License No. X01-81-000654	08 September 2023 Quezon City
MIKAELA RODGER ROSE V. DY	Passport No. P3794894A	27 January 2018 DFA MCR North

During such appearance, they declared to me (1) that they voluntarily affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

**OCT 18 2024**

This instrument, including this page, has \_\_\_\_\_ ( ) pages.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Doc. No. 259  
 Page No. 3  
 Book No. 16  
 Series of 2024.

ATTY. JOEL FERRER FERRER  
 Notary Public for Makati City  
 Until December 31, 2024  
 Appointment No. M-115(2023-2024,  
 Roll Of Attorney No. 77376  
 MCLE Compliance VIII No.0001393  
 Jan. 3, 2023 until Apr. 12, 2028  
 PTR NO.10073945/Jan. 2, 2024/Makati City  
 IBP No.330740/Jan. 2, 2024/Pasig City  
 \*07 Linao St., Guadalupe Nuevo, Ma

# Statement of Conformity with Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

**ONE (1) LOT ANNUAL MAINTENANCE, WARRANTY, AND SUPPORT SERVICES FOR  
THE EXISTING CORE AND SERVER SWITCHES OF THE GCG MAIN OFFICE  
DATACENTER COVERING THE FISCAL YEAR (FY) 2024**

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE																						
1	<p><b>MAINTENANCE, WARRANTY, AND SUPPORT SERVICES REQUIREMENTS</b></p> <p>1.1 The bidder must provide warranty and maintenance services to the existing Core and Server Switches of the GCG Main Office Datacenter including the following items/units:</p> <table border="1" data-bbox="402 716 1084 1885"> <thead> <tr> <th data-bbox="412 716 516 783">QTY.</th> <th data-bbox="516 716 1084 783">DESCRIPTION OF THE EXISTING CORE SWITCHES</th> </tr> </thead> <tbody> <tr> <td data-bbox="412 783 516 917">2</td> <td data-bbox="516 783 1084 917">Cisco One Catalyst 3850 24 Port Data (C1-WS3850-24T/K9) Serial Numbers: FCW2104D0RS &amp; FCW2104F0XA</td> </tr> <tr> <td data-bbox="412 917 516 989">2</td> <td data-bbox="516 917 1084 989">PWR-C1-350WAC Serial Numbers: ART2053F2E3 &amp; LIT21013VJR</td> </tr> <tr> <td data-bbox="412 989 516 1061">2</td> <td data-bbox="516 989 1084 1061">PWR-C1-350WAC/2 Serial Numbers: ART2053F2E0 &amp; LIT21013TT5</td> </tr> <tr> <td data-bbox="412 1061 516 1169">2</td> <td data-bbox="516 1061 1084 1169">STACK-T1-50CM Serial Numbers: MOC2049A7JK &amp; LCC2047G4PF</td> </tr> <tr> <td data-bbox="412 1169 516 1241">2</td> <td data-bbox="516 1169 1084 1241">C1-ISE-BASE-24P Serial Numbers: 7551J6841FB &amp; 7551J68CA36</td> </tr> <tr> <th data-bbox="412 1241 516 1308">QTY.</th> <th data-bbox="516 1241 1084 1308">DESCRIPTION OF THE EXISTING SERVER SWITCHES</th> </tr> <tr> <td data-bbox="412 1308 516 1442">2</td> <td data-bbox="516 1308 1084 1442">Cisco Nexus N3K-C3524P-10GX (N3K-C3524P-10GX) Serial Numbers: FOC2352R14R &amp; FOC2350R2FM</td> </tr> <tr> <td data-bbox="412 1442 516 1566">8</td> <td data-bbox="516 1442 1084 1566">NXA-FAN-30CFM-B Serial Numbers: NID2313S5J4, NID2313S5IV, NID2313S5IU, NID2313S5J3, NID2313S5IM, NID2313S5J0, NID2313S5II, NID2313S5IL</td> </tr> <tr> <td data-bbox="412 1566 516 1782">16</td> <td data-bbox="516 1566 1084 1782">SFP-10G-SR Serial Numbers: AVD2342923R, AVD2342920P, AVD234292R5, AVD2342920M, AVD2342920K, AVD23429240, AVD2342920L, AVD2342917Z, AVD234291YH, AVD23429215, AVD234291Y9, AVD234291YD, AVD23429217, AVD2342921E, AVD234291Y2, AVD234291YJ</td> </tr> <tr> <td data-bbox="412 1782 516 1885">4</td> <td data-bbox="516 1782 1084 1885">N2200-PAC-400W-B Serial Numbers: LIT23302C2U, LIT23302C2H, LIT23302C2K, LIT23302C4V</td> </tr> </tbody> </table>	QTY.	DESCRIPTION OF THE EXISTING CORE SWITCHES	2	Cisco One Catalyst 3850 24 Port Data (C1-WS3850-24T/K9) Serial Numbers: FCW2104D0RS & FCW2104F0XA	2	PWR-C1-350WAC Serial Numbers: ART2053F2E3 & LIT21013VJR	2	PWR-C1-350WAC/2 Serial Numbers: ART2053F2E0 & LIT21013TT5	2	STACK-T1-50CM Serial Numbers: MOC2049A7JK & LCC2047G4PF	2	C1-ISE-BASE-24P Serial Numbers: 7551J6841FB & 7551J68CA36	QTY.	DESCRIPTION OF THE EXISTING SERVER SWITCHES	2	Cisco Nexus N3K-C3524P-10GX (N3K-C3524P-10GX) Serial Numbers: FOC2352R14R & FOC2350R2FM	8	NXA-FAN-30CFM-B Serial Numbers: NID2313S5J4, NID2313S5IV, NID2313S5IU, NID2313S5J3, NID2313S5IM, NID2313S5J0, NID2313S5II, NID2313S5IL	16	SFP-10G-SR Serial Numbers: AVD2342923R, AVD2342920P, AVD234292R5, AVD2342920M, AVD2342920K, AVD23429240, AVD2342920L, AVD2342917Z, AVD234291YH, AVD23429215, AVD234291Y9, AVD234291YD, AVD23429217, AVD2342921E, AVD234291Y2, AVD234291YJ	4	N2200-PAC-400W-B Serial Numbers: LIT23302C2U, LIT23302C2H, LIT23302C2K, LIT23302C4V	<p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p>
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4	N2200-PAC-400W-B Serial Numbers: LIT23302C2U, LIT23302C2H, LIT23302C2K, LIT23302C4V																							

	1.2 The services must include the labor, repairs, and parts replacement to keep the said items/units/equipment in good operating condition.	comply
	1.3 The bidder must provide full-time support and managed services, without additional cost to the GCG, during the twelve (12) months contract period as specified: 1.3.1 single point of contact for all hardware and software components. 1.3.2 twenty-four by seven (24x7) service desk support via telephone, email, or online chat portal; 1.3.3 at least one (1) hour response time upon receipt of issue escalation and two (2) hours for onsite support, if necessary; 1.3.4 if the problem was not resolved by service desk support, the bidder must provide an onsite technical support; 1.3.5 procedures on support and issue escalation; 1.3.6 conduct of quarterly preventive maintenance to ensure that the system and service of each switch are running as expected; and 1.3.7 service report every after the onsite support and preventive maintenance activity.	comply comply comply comply comply comply comply
2	<b>BUDGET REQUIREMENTS</b> 2.1 The budget for the procurement of One (1) Lot Annual Maintenance, Warranty, and Support Services for the existing Core and Server Switches of the GCG Main Office Datacenter covering the Fiscal Year (FY) 2024 is One Million One Hundred Thousand Pesos Only (P1,100,000.00).	comply comply
3	<b>BIDDER REQUIREMENTS</b> 3.1 The bidder must submit as part of the bid submission a certification issued by Cisco that the bidder is an authorized and certified partner to provide first level technical support on the existing Core and Server Switches of the GCG Main Office Datacenter.	comply comply
	3.2 The bidder must be a Platinum PhilGEPS registered supplier.	comply
	3.3 The bidder must provide its latest General Information Sheet (GIS) during the Post-Qualification.	comply
	3.4 Subcontractors are prohibited.	comply
4	<b>CONTRACT PERIOD AND TERMS OF PAYMENT</b> 4.1 The maintenance, warranty, and support services shall commence upon receipt of Notice to Proceed.	comply comply
	4.2 Payment shall be made on a one-time basis after the conduct of 1st quarter preventive maintenance.	comply

	4.3 Provided further that payment shall be made at least twenty (20) working days from receipt of complete documents such as billing statement/statement of account, and other pertinent documents.	comply
	4.4 The contract for this project shall be subject to renewal whereby the performance evaluation of the bidder shall be conducted in accordance with the requirements of this Terms of Reference.	comply
5	<b>CONFIDENTIALITY</b> 5.1 Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section 5.2 or any information it acquires by virtue of the contract which the GCG deems confidential.	comply comply
	5.2 Records, documents, reports, and relevant data, such as diagrams, plans, designs, estimates, specifications, and other supporting records of materials compiled and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same.	comply





Office of the President of the Philippines  
**GOVERNANCE COMMISSION**  
 FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS  
 3/F, BDO Towers Paseo, 8741 Paseo De Roxas, Makati City, Philippines 1226



**NOTICE OF AWARD**

**30 SEP 2024**

**MS. MIKAELA RODGER ROSE V. DY**  
 Account Manager  
**TRENDS & TECHNOLOGIES, INC.**  
 6<sup>th</sup> Floor Trafalgar Plaza, 105 H. V.  
 Dela Costa St., Salcedo Village, Makati City

*Docket Copy*

*Leah Apostol*

*10/1/24*

**ANNEX B | AN**

**RE: ONE (1) LOT ANNUAL MAINTENANCE, WARRANTY, AND  
 SUPPORT SERVICES FOR THE EXISTING CORE AND  
 SERVER SWITCHES OF THE GCG MAIN OFFICE  
 DATACENTER COVERING THE FISCAL YEAR (FY)  
 2024**

Dear Ms. Dy,

This is to inform you that the undersigned has approved Resolution No. 24-0044-03 of the Bids and Awards Committee (BAC), recommending the award of the contract for the procurement of the above-mentioned project to **TRENDS & TECHNOLOGIES, INC.** in the amount of **EIGHT HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED PESOS ONLY (P868,300.00)**.

Pursuant to Sections 39.1 and 39.2 of the 2016 Revised IRR of R.A. No. 9184, the winning bidder shall post a performance security prior to the signing of the contract to guarantee the faithful performance of its obligation under the contract in accordance with the Bidding Documents. The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Awarded Contract)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	<b>P43,415.00 or five percent (5%) of P868,300.00</b>
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	



<p>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p><b>₱260,490.00 or thirty percent (30%) of ₱868,300.00</b></p>
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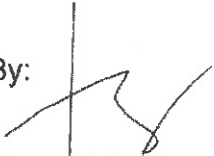
**Pursuant to Section 37.2<sup>1</sup>.1<sup>1</sup> of the 2016 Revised IRR of R.A. No. 9184, Trends & Technologies, Inc., is hereby advised to submit the corresponding Performance Security within ten (10) calendar days from receipt hereof.**

**FOR YOUR APPROPRIATE ACTION.**

Very truly yours,

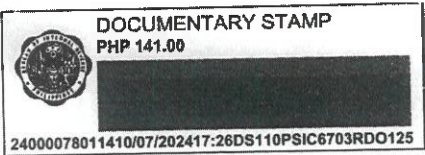
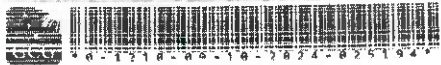


**ATTY. MARIUS P. CORPUS**  
*Chairperson and Head of the Procuring Entity*

Received By:   
**MS. MIKAELA RODGER ROSE V. DY**  
 (Signature above printed name)  
 October 01, 2024  
 (Date and Time of receipt)

<sup>1</sup> The winning bidder shall post the required Performance Security and enter into contract with the Procuring Entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.

8-11-087



PREMIUM	PHP	1,125.32
DST		140.66
VAT		135.04
LGT		2.25
MISC		1,500.00
<b>TOTAL:</b>	<b>PHP</b>	<b>2,903.27</b>



**MAA General Assurance Phils., Inc.**

9<sup>th</sup>, 10<sup>th</sup> & 12<sup>th</sup> Floors, Pearbank Centre, 146 Valero Street, Salcedo Village, Makati City 1227  
TEL: (+632) 8867-2452 to 55; (+632) 7751-3759 FAX: (+632) 8893-2230

G(13) 29273

MAAGAP No.: 2024-10-05047

**PERFORMANCE BOND**  
(For Government Project)

KNOW ALL MEN BY THESE PRESENTS:

That we, **TRENDS & TECHNOLOGIES, INC.** of 6th Floor Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village Makati City as Principal, and **MAA GENERAL ASSURANCE PHILS., INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto **GOVERNANCE COMMISSION FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS** as Oblige, in the sum of **PESO: FORTY-THREE THOUSAND FOUR HUNDRED FIFTEEN PESOS (PHP 43,415.00) ONLY**, Philippine Currency, **CALLABLE ON DEMAND** by the Oblige for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has been declared to fully and faithfully guarantee principals performance in connection with the **One (1) Lot Annual Maintenance, Warranty, and Support Services for the Existing Core and Server Switches of the GCG Main Office Datacenter covering the fiscal Year (FY) 2024**, as mentioned in **NOTICE OF AWARD** dated Sept. 30, 2024, copy of which is hereto attached for reference

WHEREAS, said **OBLIGEE** requires Principal upon receipt of the Notice of Award to post Performance Security to guarantee the faithful performance by the winning bidder of its obligations under the Contract and in accordance with the provision of R.A. No. 9184 and its implementing rules and regulations;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, condition and agreements stipulated in the contract with the Oblige, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of the Surety under this bond shall remain valid until issuance by the Oblige of the **certificate of final acceptance** pursuant to **Section 39, IRR of R.A. 9184** and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on 4<sup>th</sup> day of October, 2024 in the City of Makati, Philippines.

**TRENDS & TECHNOLOGIES, INC.**  
TIN: 002-035-961-000  
(Principal)

By: [Signature]  
**SAMUEL PARD**  
Corporate Secretary/Chairman And Chief Executive Officer

\_\_\_\_\_  
Witness to Principal

**MAA GENERAL ASSURANCE PHILS., INC.**  
TIN: 000-801-332-000  
(Surety)

By: [Signature]  
**ANDRES/N. VILLEGAS**  
Bonds Manager

ATTEST [Signature] **Jeremy F. Tabada**  
\_\_\_\_\_  
Witness to Surety





## ACKNOWLEDGEMENT

G(13) 29273  
MK-12-24-DA-002613

MAAGAP No.: 2024-10-05047

REPUBLIC OF THE PHILIPPINES  
City of Makati

} S.S

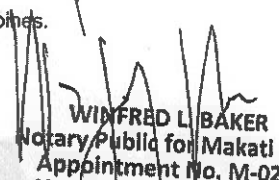
BEFORE ME, a Notary Public for and in the Makati City, personally appeared the following persons, showing their respective Identification Documents, as follows:

Name	GOVERNMENT ISSUED ID	ISSUED	
		AT	ON
SAMUEL FARD	104-335-249-000		
ANDRES N. VILLEGAS	TIN No. 104-730-616-000	Makati City, Philippines	

All known to me and to me known to be the same persons who executed the foregoing instrument for and in behalf of the companies they represent and they acknowledged to me that the same is their corporate act and deed, consisting of only two (2) pages, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL., this 7<sup>th</sup> day of October, 2024 at Makati City, Philippines.

Doc. No. 229  
Page No. 47  
Book No. XXXIV  
Series of 2024

  
**WINFRED L. BAKER**  
 Notary Public for Makati City  
 Appointment No. M-025  
 Until December 31, 2024  
 10<sup>th</sup> Floor Pearl Bank Centre 146  
 Valero St., Makati City  
 ROLL No. 29302  
 PTR No. 5473954, 01-02-24, Quezon City  
 IBP No. 391797, 1-3-24, Quezon City  
 MCLE Compliance No. VII-0014404

### SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES  
City of Makati

} S.S

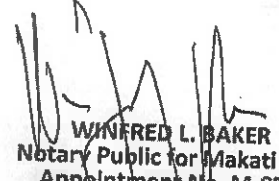
I, **ANDRES N. VILLEGAS**, authorized signatory of **MAA GENERAL ASSURANCE PHILS., INC.**, having been duly sworn, state and depose that **MAA GENERAL ASSURANCE PHILS., INC.**, is a corporation organized and existing under and by virtue of the laws of the Philippines, with its Head Office at the **MAKATI**, and is duly authorized to executed and furnish surety bonds for all purposes within said territory and jurisdiction, and that it is actually worth the amount specified in the foregoing undertaking to wit: **PESO: FORTY-THREE THOUSAND FOUR HUNDRED FIFTEEN PESOS (PHP 43,415.00) ONLY**, Philippine Currency, over and above all just debts and obligations and property exempt from execution.

**MAA General Assurance Phils., Inc.**  
 TIN: 000-801-332-000

By: ANDRES N. VILLEGAS  
 Bonds Manager

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of October, 2024 at Makati City Philippines affiant exhibiting to me his Government Issued ID and that of the Corporation above described.

Doc. No. 230  
Page No. 47  
Book No. XXXIV  
Series of 2024

  
**WINFRED L. BAKER**  
 Notary Public for Makati City  
 Appointment No. M-025  
 Until December 31, 2024  
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 Valero St., Makati City  
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 MCLE Compliance No. VII-0014404

Blg. 2022/17-R  
(No.) 2022/17-R



Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
INSURANCE COMMISSION

**ITO AY PATUNAY** na ang **MAA GENERAL ASSURANCE PHILIPPINES, INC.**  
(This is to certify that

**NG LUNGSOD NG MAKATI, PILIPINAS**

na isang  
a

pang **DI-BUHAY**  
**NON-LIFE**

**(FIRE, MARINE, CASUALTY & SURETY)**

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
*insurance company, has complied with all requirements of law*

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
*of the Philippines relative to such insurance companies, and it is hereby granted*

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
*this CERTIFICATE OF AUTHORITY to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang  
*the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first*

araw ng Disyembre, taong dalawang libo't dalawampu't apat  
*day of December 2024*

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.  
*unless sooner revoked or suspended for cause.)*



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan  
*(in WITNESS WHEREOF, I have hereunto subscribed my name*

at ikinintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed,*

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
*at the City of Manila, Philippines. This becomes*

simula ika-isa ng Enero 2022.  
*effective on 1 January 2022.)*

**General Assurance Phils., Inc.**  
**CERTIFIED TRUE COPY**

**ANDRES N. VILLEGAS**  
Bonds Manager

**DENNIS B. FUNA**  
Insurance Commissioner

\*AO No. 122 issued on  
July 5, 1950

Date Issued: \_\_\_\_\_



**MAAGAP INSURANCE INC.**  
 (formerly MAA General Assurance Phils., Inc.)  
 10/F, Psarlbank Centre, 146 Valero Street, Salcedo Village, Makati City 1227  
 Tel. Nos.: (02) 8867 2452 to 55; 7751 3759  
 VAT Reg.TIN: 000-801-332-00000

PREMIUM	PHP	440.89
DST		55.11
VAT		52.91
LGT		0.88
MISC		
<b>TOTAL:</b>	<b>PHP</b>	<b>549.79</b>

## BOND ENDORSEMENT

ENDT. NO. 17795/24

Attached to and forming part of BOND No.: G(13) 29273 | MAAGAP No. 2024-10-05047549.79  
 Previous Policy Number: MK-12-24-DA-002613 New Policy Number: \_\_\_\_\_

It is hereby declared and agreed that this bond is amended to correct the detail/to add provision to the bond, as follows:

### CORRECT BOND AMOUNT

Correct bond amount to PHP260,490.00 With Addtl Premium Amounting PHP440.89

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limit or conditions of the bond except as herein above set forth.

Principal : TRENDS & TECHNOLOGIES, INC.  
 Obligee : GOVERNANCE COMMISSION FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS  
 Type of bond : PERFORMANCE BOND  
 Period Coverage : September 30, 2024 – September 30, 2025 (365 CD)  
 Project Undertaking : One (1) Lot Annual Maintenance, Warranty, and Support Services for the Existing Core Services Switches of the GCG Main Office Datacenter Covering the Fiscal Year (FY) 2024, as mentioned in NOTICE OF AWARD dated September 30, 2024

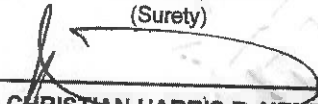
Signed and executed this 4<sup>th</sup> day of October, 2024.

TRENDS & TECHNOLOGIES, INC.  
 002-035-961-000  
 (Principal)

By:

  
 FARAH CHRISTINE V. FARD  
 Corporate Secretary

MAAGAP INSURANCE INC.  
 TIN: 000-801-332-000  
 (Surety)

  
 CHRISTIAN HARRIS R. HERRERA  
 Assistant Manager - Bonds & Surety



BRANCHES : Manila Cebu Dagupan Davao Bacolod Cagayan de Oro  
 Bulacan Batangas Pampanga General Santos Cavite Palawan

EMAIL: [customerservice@maa.com.ph](mailto:customerservice@maa.com.ph)

WEBSITE: [www.maa.com.ph](http://www.maa.com.ph)

