

BIDS AND AWARDS COMMITTEE

RESOLUTION NO. 23-09-04

Series of 2023

DECLARING THE BID OFFERED BY TRENDS AND TECHNOLOGIES, INC. AS THE SINGLE CALCULATED AND RESPONSIVE BID (SCRB) FOR LOTS 1, 2 AND 4; TRENDS AND TECHNOLOGIES, INC. AS THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) FOR LOT 3; AND RECOMMENDING THE AWARD OF CONTRACT THERETO FOR THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE SOFTWARE

WHEREAS, the project consists of the following lots:

Lot/s	Item Description
1	1 RU Core Switch with 400G support and Three (3) year Subscription and Support
2	Bandwidth Manager with One (1) year Support
3	VMWare Virtualization License for Two (2) years
4	Security Software Nessus (Expert)

WHEREAS, on 08 August 2023, the Bids and Awards Committee (BAC) through BAC Resolution No. 23-08-03 declared the bids offered by Trends and Technologies, Inc. (TTI) for Lots 1, 2 and 4 as the Single Calculated Bid (SCB); and Trends and Technologies, Inc. as the Lowest Calculated Bid (LCB) for Lot 3 for the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software;

WHEREAS, on 15 August 2023, the post-qualification activity with Trends and Technologies, Inc. was conducted;

WHEREAS, on 05 September 2023, the post-qualification report was presented to the BAC (see attached post-qualification report);

WHEREAS, the Technical Working Group determined the bids of TTI as compliant and responsive as to the legal, technical and financial component of the subject procurement;

WHEREAS, the BAC, after verification and validation of the documents presented, finds the same to be in order;

NOW, THEREFORE, the BAC RESOLVES AS IT IS HEREBY RESOLVED:

1. To declare the following bids:

- Trends and Technologies, Inc. as the Single Calculated and Responsive Bid (SCRB) for Lots 1, 2 and 4; and
- Trends and Technologies, Inc. as the Lowest Calculated and Responsive Bid (LCRB) for Lot 3 for the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software.

2. To recommend the award of contract to Trends and Technologies, Inc. for Lots 1 to 4 for the above-mentioned procurement.

ADOPTED, this 05th day of September 2023 at the Philippine Statistics Authority – Central Office via Google Meet.

(ON OFFICIAL TRAVEL)

MINERVA ELOISA P. ESQUIVIAS

Chairperson


ATTY. ELIEZER P. AMBATALI
Vice-Chairperson


BENJAMIN ARSENIO Y. NAVARRO
Member



CLEMENTE S. MANAOG, MNSA
Member


DENISE CARLA C. ESTANDARTE
Member

NOEL G. PEREZ
Alternate Member


RENE C. MENDOZA
End-user


APPROVED/DISAPPROVED


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



SEP 21 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice of Award

Dear Mr. Aguilar:

We are pleased to inform you that the contract for Lot 1 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software is awarded to Trends and Technologies, Inc. with a total contract price of Twelve Million Three Hundred Fifty-Five Thousand Pesos Only (PhP12,355,000.00).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

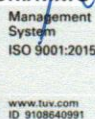
Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: SEPTEMBER 27, 2023

JPC/RCA/JCM/MMS



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



SEP 21 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice of Award

Dear Mr. Aguilar:

We are pleased to inform you that the contract for Lot 2 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software is awarded to Trends and Technologies, Inc. with a total contract price of Eleven Million Three Hundred Fifty-Seven Thousand Nine Hundred Twenty Pesos Only (PhP11,357,920.00).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: SEPTEMBER 27, 2023

JPC/PCA/JCM/MMS



Management
System
ISO 9001:2015
www.tuv.com
ID 9108640991



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Telephone: (632) 8938-5267
www.psa.gov.ph



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



SEP 21 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City


SUBJECT: Notice of Award

Dear Mr. Aguilar:


We are pleased to inform you that the contract for Lot 3 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software is awarded to Trends and Technologies, Inc. with a total contract price of Three Million Eight Hundred Thousand and Forty-Eight Pesos Only (PhP3,800,048.00).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:


WILFREDO N. AGUILAR
Trends and Technologies, Inc.
Date: SEPTEMBER 27, 2023

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REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



SEP 21 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice of Award

Dear Mr. Aguilar:

We are pleased to inform you that the contract for Lot 4 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software is awarded to Trends and Technologies, Inc. with a total contract price of One Million Two Hundred Twenty-Nine Thousand Seven Hundred Sixty Pesos Only (PhP1,229,760.00).

You are therefore required within ten (10) days from receipt of this Notice of Award to formally enter into contract with the Philippine Statistics Authority and to submit the Performance Security Bond in the form stipulated in the agreement. Failure to enter into said contract or provide Performance Security constitutes sufficient ground for cancellation of this award.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: SEPTEMBER 27, 2023

JPC/RCA/JCM/MMS



Management
System
ISO 9001:2015
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ID 9108649991



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Telephone: (632) 8938-5267
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**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND
SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND
VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE
SOFTWARE**

**LOT 1 - 1 RU CORE CORE SWITCH WITH 400G AND THREE (3)
YEARS SUBSCRIPTION AND SUPPORT**

THIS AGREEMENT made this _____ day of NOV 03 2023 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

TRENDS AND TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 6th Floor Trafalgar Plaza 105 H.V. Dela Costa St., Salcedo Village, Makati City, herein represented by its duly Authorized Representative, **WILFREDO N. AGUILAR**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 1 OF THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE SOFTWARE** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **TWELVE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (PHP12,355,000.00)** (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 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;
- 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 **TWELVE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (PHP12,355,000.00)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **TWO (2) UNITS OF 1 RU CORE SWITCH WITH 400G SUPPORT AND THREE (3) YEARS SUBSCRIPTION AND SUPPORT** to the Entity in accordance to its Bid.

4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.

5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:

5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60)

calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


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.

For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**TRENDS AND TECHNOLOGIES,
INC.**


Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


WILFREDO N. AGUILAR
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

12,355,000.00
200000/00003000
Continuing (CO)
3

ACKNOWLEDGMENT

Republic of the Philippines
City of MAKATI CITY, S.S.

BEFORE ME, a Notary Public for and within MAKATI CITY, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Wilfredo N. Aguilar	PASSPORT # P3957268B	DFA NCR SOUTH / NOV 25, 2019

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this NOV 03 2023 day of NOV 03 2023, 2023.

NOTARY PUBLIC

Doc. No. 195
Page No. 40
Book No. 10
Series of 2023

ATTY. JOEL FERRER FLORES

NOTARY PUBLIC FOR MAKATI CITY

UNTIL DECEMBER 31, 2023 (2023-2024)

APPOINTMENT NO. M-115

ROLL NO. 77376

MCLE COMPLIANCE NO. 0001393, Jan. 03, 2023 Until Apr. 14, 2028

PTR NO. 9563564, JAN 03 2023 MAKATI CITY

IFP 1 261994, JAN 03 2023 PASIG CITY

110 8-AAN ST. GUAYAGUAY NUEVO MAKATI CITY

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND
SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND
VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE
SOFTWARE**

LOT 2 - BANDWIDTH MANAGER WITH ONE (1) YEAR SUPPORT

THIS AGREEMENT made this _____ day of **NOV 03 2023** 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

TRENDS AND TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 6th Floor Trafalgar Plaza 105 H.V. Dela Costa St., Salcedo Village, Makati City, herein represented by its duly Authorized Representative, **WILFREDO N. AGUILAR**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 2 OF THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE SOFTWARE** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **ELEVEN MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED TWENTY PESOS ONLY (PHP11,357,920.00)** (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 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;
 - 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 **ELEVEN MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED TWENTY PESOS ONLY (PHP11,357,920.00)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **ONE (1) PIECE OF BANDWITH MANAGER WITH ONE (1) YEAR SUPPORT** to the Entity in accordance to its Bid.
4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.
5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:
- 5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - 5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60)

calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


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.

For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**TRENDS AND TECHNOLOGIES,
INC.**

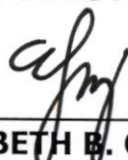
Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


WILFREDO N. AGUILAR
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

16,357,920.00
200000/00003000
Coating (CO)
3

ACKNOWLEDGMENT

Republic of the Philippines
City of MAKATI CITY, S.S.

BEFORE ME, a Notary Public for and within MAKATI CITY, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Wilfredo N. Aguilar	PASSPORT # P3959268B	NOV. 25, 2019 / DFA NCR SOUTH#

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this NOV 03 2023 day of NOV 03 2023, 2023.

NOTARY PUBLIC

Doc. No. 196
Page No. 41
Book No. 10
Series of 2023

ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115
ROLL NO. 77376
MCLE COMPLIANCE NO. 0001393 Jan 03, 2023 Until Apr. 14, 2028
PTR NO. 9561564 / JAN 03 2023 MAKATI CITY
IBP NO. 1261994 / JAN 03 2023 PASIG CITY
1107 CBA KAN ST. GUADALUPE NUEVO MAKATI CITY

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND
SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND
VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE
SOFTWARE**

**LOT 3 - VMWARE VIRTUALIZATION LICENSES FOR TWO (2)
YEARS**

NOV 03 2023

THIS AGREEMENT made this _____ day of _____ 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

TRENDS AND TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 6th Floor Trafalgar Plaza 105 H.V. Dela Costa St., Salcedo Village, Makati City, herein represented by its duly Authorized Representative, **WILFREDO N. AGUILAR**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 3 OF THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE SOFTWARE** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **THREE MILLION EIGHT HUNDRED THOUSAND AND FORTY-EIGHT PESOS ONLY (PHP3,800,048.00)** (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 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;
- 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 **THREE MILLION EIGHT HUNDRED THOUSAND AND FORTY-EIGHT PESOS ONLY (PHP3,800,048.00)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **VMWARE VIRTUALIZATION LICENSES FOR TWO (2) YEARS** to the Entity in accordance to its Bid.

4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.

5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:

5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60)

calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


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.

For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**TRENDS AND TECHNOLOGIES,
INC.**

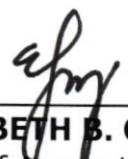
Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


WILFREDO N. AGUILAR
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

3,800,048.00
200000000003000
Certifying (MOOE)

ACKNOWLEDGMENT

Republic of the Philippines
City of _____, S.S.

MAKATI CITY

BEFORE ME, a Notary Public for and within **MAKATI CITY**, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Wilfredo N. Aguilar	PASSPORT# P3957268B	NOV 25, 2019 / DFA NCR SOUTH

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this **NOV 03 2023** day of **NOV 03 2023**, 2023.

NOTARY PUBLIC

Doc. No. 193
Page No. 40
Book No. 40
Series of 2023

ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115
ROLL NO. 77376
MCLE COMPLIANCE NO. 0001093 Jan. 03, 2023 Until Apr. 14, 2028
PTR NO. 8867564 JAN 03 2023 MAKATI CITY
JAN 03 2023 MAKATI CITY
JAN 03 2023 MAKATI CITY

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF SUPPLY,
DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND
SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND
VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE
SOFTWARE**

LOT 4 - SECURITY SOFTWARE NESSUS (EXPERT)

NOV 03 2023

THIS AGREEMENT made this ____ day of _____ 2023 between:

PHILIPPINE STATISTICS AUTHORITY, a national government agency created by virtue of Republic Act No. 10625, with office address at PSA Complex, East Avenue, Diliman, Quezon City, Metro Manila herein represented by its Undersecretary, National Statistician and Civil Registrar General, **CLAIRE DENNIS S. MAPA, PhD**, and hereinafter referred to as the "**Entity**";

-and-

TRENDS AND TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the Philippines, with business address at 6th Floor Trafalgar Plaza 105 H.V. Dela Costa St., Salcedo Village, Makati City, herein represented by its duly Authorized Representative, **WILFREDO N. AGUILAR**, and hereinafter referred to as the "**Supplier**";

The **Entity** and the **Supplier** are, hereinafter, collectively referred to as PARTIES and individually referred to as PARTY or by the acronym of their agency names.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly for the **LOT 4 OF THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, SUPPORT AND SUBSCRIPTION OF NETWORK APPLIANCE, SECURITY AND VULNERABILITY ASSESSMENT, AND VIRTUAL MACHINE SOFTWARE** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **ONE MILLION TWO HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (PHP1,229,760.00)** (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 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;
- 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 TWO HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (PHP1,229,760.00)** or such other sums as may be ascertained, **the SUPPLIER** agrees to provide **SECURITY SOFTWARE NESSUS (EXPERT)** to the Entity in accordance to its Bid.

4. **LIQUIDATED DAMAGES.** The Supplier shall be liable for damages for delay/s and shall pay the Entity, liquidated damages. The Entity shall deduct from the contract price the sum equivalent to one tenth (1/10) of one percent or 0.1% of the cost of the delayed goods scheduled for delivery for every day of delay as liquidated damages.

5. **TERMINATION OF CONTRACT.** The Entity shall terminate the contract when any of the following conditions attend its implementation:

5.1. Outside of force majeure, the **Supplier** fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the **Entity** pursuant to a request made by the **Supplier** prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

5.2. As a result of force majeure, the **Supplier** is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after the receipt of the notice from the **Entity** stating that the circumstance of force majeure is deemed to have ceased; or

5.3. The **Supplier** fails to perform any other obligation under the Contract.

The **PARTIES** may also mutually agree on the termination of the agreement.

6. **LIABILITY OF SUPPLIER.** In case the delay in the delivery of Goods exceeds a time duration equivalent to the ten percent (10%) of the specified contract time plus any time extension duly granted to the **Supplier**, the **Entity** may terminate this Contract, forfeit the performance security of the **Supplier**, and award the same to a qualified Supplier.

7. The **Entity** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


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.


For the Entity
**PHILIPPINE STATISTICS
AUTHORITY**

For the Supplier
**TRENDS AND TECHNOLOGIES,
INC.**

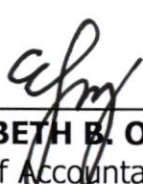
Signed, sealed, delivered by:

Signed, sealed, delivered by:


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and
Civil Registrar General


WILFREDO N. AGUILAR
Authorized Representative

CERTIFIED FUNDS AVAILABLE:


ELIZABETH B. ONAG
Chief Accountant
Accounting Division
Philippine Statistics Authority

1,229,760.00
200000/00003000
Continuing (MOOE)

ACKNOWLEDGMENT

Republic of the Philippines
City of MAKATI CITY, S.S.

BEFORE ME, a Notary Public for and within MAKATI CITY, personally appeared:

PARTIES	GOVERNMENT ISSUED I.D.	DATE AND PLACE OF ISSUE
Claire Dennis S. Mapa, PhD		
Wilfredo N. Aguilar	PASSPORT # P3957268B	DFA MCR SOUTH / NOV 25, 2019

known to me to be the same persons who executed the foregoing Contract Agreement and they acknowledged to me that the same is their true act/deed and that they are duly authorized to sign on behalf of the parties they represent.

This instrument pertains to a Contract Agreement consisting of four (4) pages, including the page on which this acknowledgment is written duly signed by the contracting parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this NOV 03 2023 day of 2023, 2023.

NOTARY PUBLIC

Doc. No. 194
Page No. 40
Book No. 10
Series of 2023

ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115
ROLL NO. 77376
MCLE COMPLIANCE NO. 0001393 Jan 03, 2023 Until Apr. 14, 2028
PTR NO. 9563564 / JAN 03 2023 MAKATI CITY
ISP NO. 261994 / JAN 03 2023 PASIG CITY
1107 BATAAN ST., GUADALUPE NUEVO, MAKATI CITY



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: NOV 06 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice to Proceed

Dear Mr. Aguilar:

Pursuant to the Notice of Award dated SEP 21 2023 and the Contract signed by the parties, this Notice is given to you for Lot 1 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software in the amount of Twelve Million Three Hundred Fifty-Five Thousand Pesos Only (Php12,355,000.00), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: NOVEMBER 7, 2023

JPC/RCA/JCM/MMS



Management
System
ISO 9001:2015
www.tuv.com
ID 9108640991



PSA Complex, East Avenue, Diliman, Quezon City, Philippines 1101
Telephone: (632) 8938-5267
www.psa.gov.ph



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: NOV 06 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice to Proceed

Dear Mr. Aguilar:

Pursuant to the Notice of Award dated SEP 21 2023 and the Contract signed by the parties, this Notice is given to you for Lot 2 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software in the amount of Eleven Million Three Hundred Fifty-Seven Thousand Nine Hundred Twenty Pesos Only (PhP11,357,920.00), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR
Trends and Technologies, Inc.

Date: NOVEMBER 7, 2023

JPC/RCA/JCM/MMS



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REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: NOV 06 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City

SUBJECT: Notice to Proceed

Dear Mr. Aguilar:

Pursuant to the Notice of Award dated SEP 21 2023 and the Contract signed by the parties, this Notice is given to you for Lot 3 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software in the amount of Three Million Eight Hundred Thousand and Forty-Eight Pesos Only (PhP3,800,048.00), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,

CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: NOVEMBER 7, 2023

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REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



Date: NOV 06 2023

WILFREDO N. AGUILAR

Authorized Representative
Trends and Technologies, Inc.
6th Floor Trafalgar Plaza
105 H.V. Dela Costa St.,
Salcedo Village, Makati City


SUBJECT: Notice to Proceed

Dear Mr. Aguilar:

Pursuant to the Notice of Award dated SEP 21 2023 and the Contract signed by the parties, this Notice is given to you for Lot 4 of the Procurement of Supply, Delivery, Installation, Configuration, Support and Subscription of Network Appliance, Security and Vulnerability Assessment, and Virtual Machine Software in the amount of One Million Two Hundred Twenty Nine Thousand Seven Hundred Sixty Pesos Only (Php1,229,760.00), inclusive of taxes and other government charges.

Kindly acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Keep one copy and return the other to the Philippine Statistics Authority (PSA). Thank you.

Truly yours,


CLAIRE DENNIS S. MAPA, PhD
Undersecretary
National Statistician and Civil Registrar General

Conforme:

WILFREDO N. AGUILAR

Trends and Technologies, Inc.

Date: NOVEMBER 7, 2023

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