

C O N T R A C T
FOR THE SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF
STRUCTURED CABLING AND WIRELESS ACCESS POINTS

This **CONTRACT** is made and executed on this 11th 18 2014 day of _____ 2014 at Pasay City by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM (GSIS)**, a social insurance institution, created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the **GSIS Act of 1997**, with principal office address at the **GSIS Headquarters Building, Financial Center Area, Pasay City**, represented herein by **JEAN RUSELA A. BENGO**, Vice President, Application Management Office, Information Technology Services Group (ITSG), hereinafter referred to as the "**GSIS**";

-and-

The **TRENDS & TECHNOLOGIES, INC.**, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at Suite 6-C, Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City, represented herein by **WILFREDO N. AGUILAR**, Sales Manger, duly authorized for this purpose, hereinafter referred to as the "**SUPPLIER**".

RECITALS

WHEREAS The **GSIS** invited Bids for **SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF STRUCTURED CABLING AND WIRELESS ACCESS POINTS**, hereinafter referred to as the "**PROJECT**".

WHEREAS The **SUPPLIER** participated in the public bidding held on November 6, 2013 for the **PROJECT**.

WHEREAS The **GSIS** President and General Manager and concurrently Head of Procuring Entity (HOPE) approved the **GSIS** Bids and Awards Committee (GBAC) Resolution No. 2014-13 dated May 30, 2014 (**Annex "A"**) awarding the Contract to the **SUPPLIER** which submitted the Lowest Calculated Responsive Bid (LCRB) in the amount of Twelve Million Three Hundred Thirty Eight Thousand Four Hundred Fifty Four Pesos (Php 12,338,454.00).

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

Article I DEFINITION OF TERMS

1.1 Words and Phrases. The following terms shall have the following meaning for purposes of this Contract:

1.1.1 Contract means this agreement entered into between the **GSIS** and the **SUPPLIER**, signed by the parties, including all attachments and appendices hereof and all documents incorporated by reference herein.







- 1.1.2 **Contract Price** means the price payable to the **SUPPLIER** under this Contract for the full and proper performance of its contractual obligations.
- 1.1.3 **PROJECT** means Supply, Delivery, Installation And Configuration Of Structured Cabling And Wireless Access Points
- 1.1.4 **Notice to Proceed** is a written notice issued by the **GSIS** to the **SUPPLIER** requiring the latter to begin commencement of work not later than the specified date.

Article II CONTRACT DOCUMENTS

- 2.1 **Official Bid Documents.** The **SUPPLIER** shall perform its contractual obligations in accordance with the following Official Bid Documents which are made integral parts of this Contract:
 - 2.1.1 Terms of Reference (TOR) (**Annex "B"**);
 - 2.1.2 Bid Data Sheet (**Annex "C"**);
 - 2.1.3 General Conditions of Contract (**Annex "D"**);
 - 2.1.4 Special Conditions of Contract (**Annex "E"**);
 - 2.1.5 Price Schedule submitted by the **SUPPLIER** (**Annex "F"**); and
 - 2.1.6 Schedule of Requirements (**Annex "G"**).
- 2.2 **Complementary Nature.** It is understood that this Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.
- 2.3 **Incidental Items.** This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

Article III SCOPE OF SERVICES

- 3.1 **Components of the PROJECT.** The **SUPPLIER** undertakes to perform the following:
 - 3.1.1 Supply, deliver and configure redundant wireless LAN controllers and wireless access points in GSIS Head Office. All wireless LAN equipment should be from a single manufacturer;
 - 3.1.2 Deploy and install wireless LAN devices to **GSIS** Home and Branch Offices;
 - 3.1.3 Provision of structured cabling for the wireless access points, this includes 2 Category 6 UTP cables for Home Office and Category 5e for Branch Offices with modular jacks, faceplates, rubber boot and **GSIS** approved molding materials for each access points;
 - 3.1.4 Installation of a new structured network cabling system in all Nine (9) **GSIS** Remote Offices. The Cabling System should be an end-to-end solution and should satisfy or exceed the Category 5e;
 - 3.1.5 Transfer of In-house wiring, including the Telco lines (in coordination with the Telco providers), from the cable entrance to the new data cabinets where the modem, routers and switches are located;



- 3.1.6 Supply and delivery of additional 27 boxes of Cat5e UTP cables and 2,850 pieces of RJ-45 connectors;
 - 3.1.7 Restoration and construction related building damage;
 - 3.1.8 Dismantling and orderly storing of old cables after successful installation and testing;
 - 3.1.9 Provision of a detailed Project Management Plan of the activities and estimated man-hours to implement the project, subject for review/approval of GSIS including Test and Acceptance Checklist;
 - 3.1.10 Performance of the installation together with IT personnel of GSIS;
 - 3.1.11 Submission of an as-built documentation of implemented network set-up and configuration;
 - 3.1.12 Submission of final acceptance documents that will be reviewed and approved prior to the issuance of certificate of completion and acceptance;
 - 3.1.13 Provision of four (4) technicians in the Home Office and two (2) access points as service units during implementation of Wireless LAN; and
 - 3.1.14 Provision of one (1) in-house technician for three (3) consecutive months after the acceptance of the project.
- 3.2 **Quality of the Goods.** It is understood that the goods, parts and/or materials to be delivered and installed shall be of superior quality and the best available in the market as described in the Official Bid Documents. *Provided however*, that the GSIS shall have the right to inspect and reject the goods, parts and/or materials which do not meet the specifications and standards in this Contract and the Official Bid Documents.
- 3.3 **Failure to Comply.** It is understood that if the SUPPLIER fails to accomplish and complete its obligations under this Contract and the Official Bid Documents, the GSIS shall have the right to engage the services of a third party to accomplish the delivery of the PROJECT: Provided, however, that all expenses incurred by the GSIS shall be charged to the account of the SUPPLIER and any additional cost incurred in acquiring the services of a third party in excess of the Contract Price shall be at the expense of the SUPPLIER. It is understood that the right of the GSIS to engage the services of a third party shall be without prejudice to other rights of the GSIS under this Contract to proceed against the SUPPLIER or to which the GSIS may be entitled to under the law and equity.

Article IV EFFECTIVITY AND TERMS OF SERVICE

- 4.1 **Effectivity Date.** The SUPPLIER shall commence to perform its obligations and undertakings under this Contract and the Official Bid Documents upon receipt of the Notice to Proceed or the effectivity date stated therein whichever comes later.
- 4.2 **Delivery Date.** All wireless network equipment shall be delivered at the Home Office for configuration and testing within forty five (45) days after the effectivity date. Deployment and final configuration and testing of the wireless network equipment at the head office and branch offices must be completed within ninety (90) days after the effectivity date. Designated branch locations for the deployment of wireless networks equipment may change without prior notice (please refer to Terms of Reference for the distribution list). For the structured cabling, the project must be completed within one hundred fifty (150) calendar days after effectivity date.

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- 4.3 **Contract Price.** For and in consideration of the full and satisfactory delivery of the **PROJECT** by the **SUPPLIER** and the acceptance thereof by the **GSIS**, the **GSIS** shall pay the agreed Contract Price of Twelve Million Three Hundred Thirty Eight Thousand Four Hundred Fifty Four Pesos (PHP 12,338,454.00). It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, should be borne by the **SUPPLIER**.

For this purpose, the **SUPPLIER** acknowledges that the **GSIS** is not a withholding agent for DST and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract.

- 4.4 **Schedule of Payment.** The Contract Price shall be paid upon the issuance of the pertinent invoice by the **SUPPLIER** and the issuance of the Certificate of Completion and Final Acceptance by the **GSIS**.
- 4.5 **Auditing Rules.** All payments made to the **SUPPLIER** shall be subject to existing accounting and auditing rules and regulations applicable to the **GSIS**.

Article V SUPERVISION OF WORK

- 5.1 **Access to GSIS Premises.** The **GSIS** shall grant the **SUPPLIER** access to the **GSIS** premises as may be reasonably necessary for the **SUPPLIER** to accomplish the **PROJECT** under this Contract and the Official Bid Documents.
- 5.2 **Regular Inspection.** The **GSIS** shall, at reasonable times during the effectivity of this Contract, examine, inspect, measure and test the progress of the **PROJECT**.
- 5.3 **Safety and Security.** The **SUPPLIER** shall strictly observe the sanitation, safety and security rules and regulations of the **GSIS** in the execution of this Contract. The **SUPPLIER** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as its works, equipment, installation and the like to be affected by the implementation of the **PROJECT**.
- 5.4 **Inspection and Acceptance.** Upon receipt of a written notice from the **SUPPLIER** that the **PROJECT** is ready for inspection and acceptance which should not be later than the delivery date prescribed herein, the **GSIS** shall send duly authorized representative/s from its Information Technology Services Group (ITSG) and Materials Management Department (MMD) to promptly make such inspection. When the **GSIS** determines that the **PROJECT** is acceptable under the terms and provisions of this Contract and the Official Bid Documents, and the same has been fully accomplished, the **GSIS** shall issue a Certificate of Completion and Final Acceptance duly signed with the statement that the **PROJECT** covered by this Contract have been completed satisfactorily.

Article VI REPRESENTATIONS AND WARRANTIES

- 6.1 **Product and Service Warranty.** Warranty shall be for a period of three (3) years with extended coverage of 24 x 7 which includes free parts and labor. Service onsite support shall be for a period of three (3) years. The **SUPPLIER** shall be responsible for all costs related to the three (3) year warranty on the hardware, software, equipment and devices.
- 6.2 **Warranty Security.** The obligation for the warranty shall be covered by, at the **SUPPLIER'S** option, either retention money in an amount equivalent to at least ten percent (10%) of the total payment made to the **SUPPLIER** or a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price. The said amount shall only be released after the lapse of the three (3) year warranty period for the hardware.



Provided, however, that the **PROJECT** provided are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

6.3 Technical Support. The **SUPPLIER** guarantees the provision of the following support services:

6.3.1 Technical support must be available twelve hours a day, six days a week (12 x 6);

6.3.2 Technical support response time must be 1 hour for phone support and maximum 4 hours for onsite support for NCR and three (3) days for outside NCR;

6.3.3 Technical support must also be available via the Internet and/or email;

6.3.4 Provision of procedures on support and problem escalation;

6.3.5 When the hardware cannot be repaired onsite within 24 hours due to extraordinary hardware difficulties, the bidder must provide service unit during the maintenance period;

6.4 Anti-Graft Practices. The **SUPPLIER** warrants that it has not given or promised to give money or gift to any official or employee of the **GSIS** to secure this Contract or that such Contract is not disadvantageous to the Government. Any violation of this warranty shall be sufficient ground for the **GSIS** to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to the **SUPPLIER**.

6.5 Compliance with Laws and Ordinances. The **SUPPLIER** shall comply with all laws, ordinances, rules and regulations of both national and local governments that are applicable to and/or binding upon the parties, the works covered by this Contract, or the persons engaged in the implementation of the **PROJECT**. The **SUPPLIER** shall be responsible for all damages to the **GSIS**, third parties, national and local governments for the non-observance of such laws, ordinances, rules and regulations.

6.6 Qualifications of Personnel. The **SUPPLIER** warrants that its employees and personnel deployed for the **PROJECT** possess the necessary qualifications and training prescribed by law and by the **GSIS** pursuant to this Contract.

6.7 Control and Supervision over Personnel. The **SUPPLIER** warrants that it shall at all times be directly responsible for the acts or conduct of its employees and personnel under its employ, for their salaries, wages or compensation and other benefits provided for under existing and applicable laws. Provided, however, that the **SUPPLIER's** non-compliance with the Minimum Wage Law shall be a ground for pre-termination of this Contract.

Article VII PERFORMANCE SECURITY

7.1 Amount and Form. To guarantee and secure the timely and complete performance of its commitment under this Contract, the **SUPPLIER** shall post a performance security as a condition precedent to the signing of this Contract, which is a percentage of the Contract Price, in accordance with any of the following forms and schedules:

7.1.1 Cash, or cashier's/manager's check, issued by a Universal or Commercial Bank: Five Percent (5%); or



- 7.1.2 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: Five Percent (5%); or
- 7.1.3 Surety bond callable upon demand issued by a reputable surety or insurance company duly certified by the Insurance Commission as authorized to issue such security: Thirty Percent (30%); or
- 7.1.4 Any combination of the foregoing: Proportionate share of form with respect to the total amount of security.
- 7.2 **Discharge of the Security.** The performance security shall be released to the **SUPPLIER** after the issuance of the Certificate of Completion and Final Acceptance by the **GSIS**. Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SUPPLIER** or for damages to any property of the **GSIS** due to the acts or negligence of the personnel of the **SUPPLIER**.
- 7.3 **Forfeiture.** Failure of the **SUPPLIER** to comply with any of the requirements under this Contract and the Official Bid Documents shall constitute sufficient grounds for declaring it as non-performing, leading to the termination of this Contract and the forfeiture of its performance security.

Article VIII TERMINATION OF CONTRACT

- 8.1 **Termination for Default.** The **GSIS** shall have the right to pre-terminate this Contract in whole or in part for default of the **SUPPLIER** or breach or violation of the terms and conditions of this Contract without need of judicial action or for just cause to be determined by the **GSIS**, which determination shall be final and binding to the **SUPPLIER**.
- 8.2 **Termination for Insolvency.** The **GSIS** shall have the right to terminate this Contract if the **SUPPLIER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.
- 8.3 **Termination for Convenience.** The **GSIS** shall have the right to terminate this Contract, in whole or in part, for its convenience by serving a thirty-day written notice to the **SUPPLIER**. The termination under this paragraph shall be resorted to by the **GSIS** if it has determined the existence of conditions that make the performance of the **SUPPLIER** economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous events or changes in law and national government policies.
- 8.4 **Completed Services.** In the event of pre-termination or termination of this Contract by the **GSIS**, the **GSIS** shall pay the **SUPPLIER** for all services completed and/or goods delivered up to the date of pre-termination or termination.
- 8.5 **Remedial Rights.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract; and the TOR, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such pre-termination or termination.



Article IX INDEMNIFICATION

- 9.1 **Indemnity.** The **SUPPLIER** agrees to defend, indemnify and hold harmless the **GSIS**, the members of the Board of Trustees, **GSIS** officials and employees against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with **SUPPLIER's** acts or omissions, unless such claims are due solely to the fault or negligence of the **GSIS** or its officials or employees. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **SUPPLIER**.
- 9.2 **Reparation.** Any damage to any of the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused, by the **SUPPLIER's** personnel shall be immediately repaired, restored or replaced by the **SUPPLIER** for its account. Any repair, restoration or replacement made by the **GSIS** for the same purpose shall be deducted from any amount payable to the **SUPPLIER**.
- 9.3 **Further Liability.** The, **SUPPLIER** shall bear all losses or damages arising out of or in connection with any accident which may happen to any person or persons in the performance of its obligations covered by this Contract.

Article X CONFLICT RESOLUTION

- 10.1 **Amicable Settlement.** If any dispute of any kind whatsoever should arise between the **GSIS** and the **SUPPLIER** in connection with or arising out of this Contract, the Parties shall make every effort to resolve amicably such dispute.
- 10.2 **Arbitration.** If after ten (10) days, the parties have failed to resolve their dispute, the matter shall be submitted for arbitration pursuant to RA No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004: Provided, however, that the parties may agree in writing to resort to other alternative modes of dispute resolution.
- 10.3 **Obligations Not Suspended.** Notwithstanding any reference to the settlement of disputes or arbitration herein, the parties shall continue to perform their respective obligations under this Contract and the Official Bid Documents unless they otherwise agree in writing.

Article XI MISCELLANEOUS PROVISIONS

- 11.1 **No Employer-Employee Relationship.** It is mutually understood that the **SUPPLIER** is not an employee of the **GSIS** but an independent **SUPPLIER**. Neither shall the personnel or workers of the **SUPPLIER** be deemed employees of the **GSIS**. Hence, the **GSIS** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **SUPPLIER** and/or its sub-contractors during the lawful performance of their duties.
- 11.2 **Non-Disclosure.** The **SUPPLIER** shall not use or disclose to any person, firm or corporation any confidential information concerning the affairs of the **GSIS** which its personnel may have acquired in the course of or as an incident to this Contract.
- 11.3 **Non-Adverse Witness.** In no case shall the **SUPPLIER** and its personnel assist any party in any action, suit or proceeding against the **GSIS**, members of the Board of Trustees, or any of its officials and employees sued or prosecuted in connection with the performance of its scope of work and undertakings under this Contract and the Official Bid Documents.



- 11.4 **Non-Transferability.** The **SUPPLIER** shall not assign or transfer the contracted services covered by this Contract without the prior written consent of the **GSIS**. Any act in violation of this provision shall be sufficient ground for the termination of this Contract.
- 11.5 **Force Majeure.** No party shall be liable to the other for any delay or non-performance of its obligations under this Contract arising from any cause or causes beyond its reasonable control including, but not limited to, any act of God, governmental acts under its police power, war, terrorist attack, fire, flood, explosion or civil commotion.
- 11.6 **Non- Waiver.** It is understood that the failure of the **GSIS** to demand strict compliance with any and all the terms and conditions of this Contract shall not be construed as a waiver on the part of the **GSIS** for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this Contract.
- 11.7 **No Presumption.** In interpreting and applying the terms and provisions of this Contract and the Official Bid Documents, no presumption shall be made against the party that drafted the same.
- 11.8 **Written Notices.** All notices, statements and requests hereunder shall be in writing and shall be delivered by personal service or registered mail, postage, pre-paid or by telefax or telegram, charges pre-paid, addressed to a party at the address first above written or at such address as one party may give notice of to the other party.
- 11.9 **Liquidated Damages.** In the event that the **SUPPLIER** fails to perform its obligations within the agreed period as specified in this Contract, the **GSIS** shall, without prejudice to its other remedies under this Contract and other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. It is understood that the damages herein are fixed and that the **GSIS** shall not be required to adduce proof thereof.
- 11.10 **Other Costs.** Should the **GSIS** be constrained to file a case to obtain relief against the **SUPPLIER**, the latter shall hold itself liable to pay an amount equivalent to 20% of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **GSIS** is entitled to recover from the **SUPPLIER**.
- 11.11 **Full Agreement.** This Contract contains all the agreement of the parties and replaces and supersedes any understanding, communications and representations whether verbal or written between the parties.
- 11.12 **Interpretation.** The **SUPPLIER** agrees and obligates itself to unconditionally abide by the decision of the **GSIS** on the interpretation or construction of any term, condition or stipulation contained in this Contract in accordance with the rules on statutory construction.
- 11.13 **Amendments.** No modifications of or amendment to the terms and conditions of this Contract shall be valid unless set out in writing and signed by the duly authorized representative of each party.
- 11.14 **Separability.** In the event that, any or any part of the provisions contained in this Contract and the Official Bid Documents is determined to be invalid, unlawful or unenforceable to any extent such terms, conditions or provisions shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.







- 11.15 *Survival of Warranties and Covenants.*** The provision on Representation and Warranties under Article VI, Indemnification under Article IX, and all the covenants, agreements and obligations of the **SUPPLIER** under this Contract and the Official Bid Documents which by their nature should continue beyond the expiration or termination of this Contract shall survive the expiration or termination hereof.
- 11.16 *Venue of Action.*** Any and all actions arising from this Contract and the Official Bid Documents, which any party may institute, shall be brought exclusively before the proper court in the City of Pasay.
- 11.17 *Governing Laws.*** This Contract shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its implementing rules and regulations, and other related laws, rules and regulations.

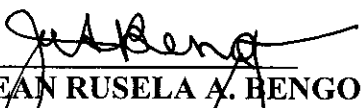
IN WITNESS WHEREOF, the parties have duly executed this Contract on the date and place first above written.


**GOVERNMENT SERVICE
INSURANCE SYSTEM**

TRENDS & TECHNOLOGIES, INC.


By:

By:


JEAN RUSELA A. BENGOR
Vice President
Application Management Office


WILFREDO N. AGUILAR
Sales Manager
Commercial Business Group-1

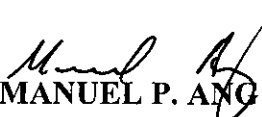
SIGNED IN THE PRESENCE OF:


RONALDO C. MANILA
Manager, NWD


NADILIZA S. I. PEREJA
Account Manager, CBG1

CERTIFIED FUNDS AVAILABLE:
Php 12,338,454.00
 Internal Order # 100578

**Certified Included in the 2012 GSIS Annual
Procurement Plan**


MANUEL P. ANG
Vice President, FISMOASO


ROMEO G. DE LUNA JR.
GBAC Secretariat Head

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 PASAY CITY) S.S.
MAKATI CITY

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this _____ day of JUL 18 2014 2014, personally appeared:

<u>Name</u>	<u>Passport No. /Driver's License</u>	<u>Date/Place of Issue</u>
<u>JEAN RUSELA A. BENGO</u> (for the GSIS)	EB6407363	Sept. 24, 2012/Manila
<u>WILFREDO N. AGUILAR</u> (for Trends & Technologies, Inc.)	EB0228523	May 17, 2010/Manila

known to me and to me known to be the same persons, Jean Rusela A. Bengo, in representation of the GSIS as a juridical person, and Wilfredo N. Aguilar, in representation of Trends & Technologies, Inc. as a juridical person, who executed the foregoing Contract for the SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF STRUCTURED CABLING AND WIRELESS ACCESS POINTS consisting of ten (10) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledge to me that the same is their free and voluntary act and deed, and of the entities they represent.

WITNESS my hand and notarial seal this JUL 18 2014 day of _____ 2014 at the City of Pasay, Metro Manila, Philippines.

Doc. No. 287
 Page No. 58
 Book No. 324
 Series of 2014

ATTY. VIRGLIO R. BATALLA
 NOTARY PUBLIC FOR MAKATI CITY
 APPOINTMENT NO. M-2
 UNTIL DECEMBER 31, 2014
 ROLL OF ATTORNEY 48342
 MCLC COMPLIANCE NO. IV-0036077-10-2013
 IRP NO. 706762 - LIFETIME MEMBER
 PTR. NO. 422-5506 JAN 12, 2014
 EXECUTIVE BLDG. CENTER
 MAKATI AVE., COR., JUPITER

[Handwritten signatures and initials on the right margin]



REPUBLIC OF THE PHILIPPINES
 PASEGURAHAN NG MGA NAGLILINGKOD SA PAMAHALAAN
 (GOVERNMENT SERVICE INSURANCE SYSTEM)
 Financial Center, Roxas Boulevard, Pasay City 1308
 Tel. No.: 891-61-61

Purchase Order No.: 4500003380
TRENDS & TECHNOLOGIES, INC.
 105 6F TRAFALGAR PLAZA HV DELA COS MAKATI CITY

Date: 08/08/2014
Ref: RIV#900100002-8G-2014006

Tel. #: (02) 894-3994
 Fax #: (02) 814-0130

Posting in Phil-GEPS & GSIS website and in
 conspicuous places of GSIS HO

Quotations submitted by _____ suppliers
 MOP:

Please deliver to : Inventory Division, Materials Management Dept., Level 1, Core G, GSIS Headquarters, Roxas Boulevard, Pasay City the following:

QUANTITY	UOM	MATERIAL NUMBER	ITEM/DESCRIPTION	UNIT COST	AMOUNT
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1	LOT	503530	Supply, Del, Install Structured Cabling	12,338,454.00	12,338,454.00
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Supply, Delivery, Installation and Configuration of Structured Cabling and Wireless Access Points

Schedule of Payment:

Upon issuance of pertinent invoice & issuance of the Certificate of Completion & Final Acceptance of GSIS - 100% -
 Php12,338,454.00

Contract dtd 18 July 2014

GBAC Res. No.2014-013 (Award of Contract)

GBAC Res. No.2013-067-A (Failure of Bidding and conduct of Rebidding)

NOA dtd 30 May 2014

NTP received on 18 July 2014

MRP dated 21 June 2012

Certification dated 20 January 2014

Performance Bond No. BD-G13-HOM-0054878 (Prudential Guarantee) notarized on 10 June 2014

GBAC Res. No. 2014-013

Warranty Security - Bank Guarantee

*Approved 8/13/14
 Ginatm Villora*

Payment subject to withholding tax of __%,
 Creditable VAT and __% Expanded Tax.
 Item/s included in the approved APP for
 Calendar Year _____

P12,338,454.00

IMPORTANT: Documents required for delivery and payment:

1. Original Copy of this Purchase Order
2. All deliveries shall be accompanied by Delivery Receipt / Original
3. Sales Invoice for complete delivery / original
4. Warranty Certificate for equipment

TERMS & CONDITIONS:

1. Item/s shall be delivered within five(5) working days after receipt of approved Purchase Order or five (5) working days after receipt of approved PO thru Fax.
2. All PAPER products are subject to paper grammage test w/in fifteen (15) working days after completion of the delivery of the item/s.
3. Paid & unpaid delivered items that is/are found to be DEFECTIVE is/are subject to replacement.
4. Penalties:
 - a. Delay in delivery - 1/10 of 1% of cost of goods/services
 - b. Non delivery - the difference between actual cost of purchase & offered cost or 5% of the total cost of the undelivered item/s.
 - c. Grammage deficiency (paper products) shall be applied
5. If service PO, attached Terms of Reference form part of this Purchase Order.

FOR THE PRESIDENT & GENERAL MANAGER

By:
 JEAN RUSELA A. BENGO, VICE PRESIDENT, ITSG-AMO
 Manager, Materials Management Department

Funds Availability : P 12,338,454.00

Classification :

MANUEL P. ANG, VICE PRESIDENT, FISMOASO

Manager, Financial Reporting and Budget Administration Dept.

WE GUARANTEE PAYMENT WITHIN TEN (10) WORKING DAYS UPON COMPLETION OF DELIVERY AND RECEIPT OF NECESSARY DOCUMENTS AS LISTED IN BOX 1. IF NO PAYMENT IS RECEIVED WITHIN THE GUARANTEE PERIOD, PLEASE REPORT TO THE OFFICE OF THE PRESIDENT AND GENERAL MANAGER. TEL. NO. 891-6003. MVQUIDATO