

**Contract for the Procurement of Maintenance Agreement for CISCO  
Wireless Network Equipment Deployed at the Head Office and Public  
Economic Zones: CEZ, MEZ & BCEZ**

SEP 05 2019

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between **PHILIPPINE ECONOMIC ZONE AUTHORITY** (hereinafter called "the Entity") of the one part and **TRENDS & TECHNOLOGIES, INC.** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Maintenance Agreement for CISCO Wireless Network Equipment Deployed at the Head Office and Public Economic Zones: CEZ, MEZ & BCEZ** and has accepted the Bid of the Supplier for the supply of those goods in the sum of PESOS: Two Million Two Hundred Eighty Thousand Only (₱2,280,000.00) (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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby commits to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Conditions of Contract.
4. The Entity hereby commits to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Conditions of Contract at the time and in the manner prescribed by the Contract.
5. In relation to this Contract, the Supplier shall pay taxes in full and on time and that failure to do so will entitle the Entity to suspend payment on the goods and services delivered by the Supplier.
6. The Supplier shall also present to the Entity a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.




IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE ECONOMIC ZONE  
AUTHORITY

By:


  
**JUSTO PORFIRIO LI. YUSINGCO**  
Deputy Director General for Finance &  
Administration

Witness:


  
ANIDELA KION ALONSO

TRENDS & TECHNOLOGIES, INC.

By:

  
**MYLENE DAVID**  
Business Unit Head – Enterprise Business  
Group

Witness:

  
KEVIN-MARILYN Y. ITAAS

BEFORE ME, A Notary Public for and in the City of MAKATI this SEP 05 2019  
day of \_\_\_\_\_, 2019, personally appeared the following persons with their  
respective Community Tax Certificates, to wit:


	CTC No.	Date	Place
<b>JUSTO PORFIRIO LI. YUSINGCO</b>	_____	_____	_____
<b>MYLENE DAVID</b>	<u>Passport No. P2935766A</u>	<u>06 May 2019</u>	<u>DFA Davao</u>

Both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of two (2) pages, including this page wherein the acknowledgement is written, has been duly signed by the PARTIES and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal on  
\_\_\_\_\_ day of SEP 05 2019, 2019 at MAKATI.

Doc. No. 32  
Page No. 8  
Book No. 979  
Series of 2019 \_\_\_\_\_

  
**RUBEN T. M. RAMIREZ**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2019  
IBP NO. 058333/013-19-Appointment#M-127  
ROLL NO. 28947/MCLE NO V.0025569/9-8-2017  
PTR NO. MKT 7333572/01-3-19 MAKATI CITY



## APPENDIX 1

### MEMORANDUM OF SERVICES

Pursuant to the CONTRACT dated 23 August 2019, CUSTOMER has requested and TRENDS as Service Provider, has agreed to perform the following services with the particulars and under the terms and conditions set forth herein below:

#### 1. MAINTENANCE PERIOD

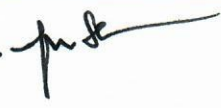
AUGUST 23, 2019 to AUGUST 23, 2022

#### 2. SCOPE OF WORK

<u>DESCRIPTION OF SUPPORT SERVICES</u>		<u>ENTITLEMENT</u>
<u>Coverage Period</u>		<b>THREE (3) YEARS</b>
Service Requests	Service Desk	Available 24 x 7
	Landline	TL: 811-8181 ; DL: 863-2188
	Mobile	0917-500-3711 ; 0917-571-7046
	eMail	<a href="mailto:sdg@trends.com.ph">sdg@trends.com.ph</a>
Phone Support	Response Time	Within 30 minutes upon receipt of call by TTI helpdesk representative
Engineering Services	Service Availability	8 x 5, Mondays Thru Fridays excluding Holidays
	Response Time	Metro Manila : Within 2-4 hours Outside Metro Manila : Next available means of transportation
Hardware Parts Replacement	Parts Charges	Included
	Service Unit	Shall be provided upon availability of Service Provider's common spares
	Availability	Next Business Day Cut-off time of raising RMA ticket is at 3:00pm local time.
Maintenance Services	Corrective	Included
	Preventive Maintenance	Annual
Manufacturer's Support Services	Hardware	Hardware Replacement
	Software	Fix Releases

#### 3. MAINTENANCE FEES AND PAYMENT TERMS

Item	Description	Qty	Total Cost in Php, Vat-Inc.
1	Three (3) years for Procurement of Maintenance Agreement for CISCO Wireless Network Equipment Deployed at the Head Office and Public Economic Zones: CEZ, MEZ & BCEZ	1 lot	2,280,000.00

- Thirty (30) days upon issuance of sales invoice. 

#### 4. EQUIPMENT LIST

WS-C2960CX-8PC-L	Cisco Catalyst 2960-CX 8 Port POE, LAN Base	1	FOC1949W24Y
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x IG SFP, LAN Base	1	FCW1949BIJA
WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE POE 370W, 4 x IG SFP, LAN Base	3	FOC1950S3GD FOC1950S3H8 FOC1950S3GS
SFP-IOG-LR=	IOGBASE-LR SFP Module	6	FNS19481NH3 FNS19481NGO FNS19481NJ5 FNS19481NFM FNS19481MZR FNS19481NF5
GLC-T=	IOOBASE-T SFP	4	AGM194944HG AGM194944NE AGM194944HP AGM194944NH
GLC-SX-MMD=	IOOBASE-SX SFP transceiver module, MMF, 850nm, DOM	4	FNS19332L4A FNS19332L3X FNS19332M5Y FNS19332MAH
WS-C3850-48T-S	Cisco Catalyst 3850 48 Port Data IP Base	2	FOC1951XOK4 FOC1951UOHW
STACK-TI-50CM	50CM Type 1 Stacking Cable	5	MOC1948A7U5 MOC1949AOMX MOC1936A55T MOC1936A560 MOC1936A565U
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	2	
PWR-CI-BLANK	Config 1 Power Supply Blank	2	
PWR-CI-350WAC	350W AC Config 1 Power Supply	2	ART1950F6PM ART1950F6PF
C3850-NM-4-1G	Cisco Catalyst 3850 4 x IGE Network Module	2	FOC19463K61 FOC194594U8
S3850UK9-33SE	CAT3850 Universal k9 image	2	
AIR-AP27021-UX-WLC	Mobility Express bundle AP2700i and WLC2504 with 25 lic	12	
S3G4K9W7-15303JA	Cisco 2700 series IOS WIRELESS LAN	40	
AIR-AP27021-UXZBLK	BOM Level AP2700i Bulk PID for Universal domain	40	FCW1951NQ4T FCW1951NQ4L FCW1951NQ6A FCW1951NPNS FCW1951NQ5Y FCW1951NPQ6 FCW1951NPQ3 FCW1951NPHS FCW1951NPQ8 FCW1951NPXT



			FCW1951NPXV
			FCW1951NPGO
			FCW1951NPP8
			FCW1951NPXW
			FCW1951NPQG
			FCW1951NPP9
			FCW1951NPQ2
			FCW1951NPQH
			FCW1951NPNT
			FCW1951NPXX
			FCW1951NPQ4
			FCW1951NPHM
			FCW1951NPY2
			FCW1951NPHN
			FCW1951NPGY
			FCW1951NQ4H
			FCW1951NQ6E
			FCW1951NQ50
			FCW1951NQ4W
			FCW1951NQ6N
			FCW1951NQ6B
			FCW1951NPG6
			FCW1951NQ6F
			FCW1951NQ67
			FCW1938N6X6
			FCW1938N6ZL
			FCW1936PFIU
			FCW1936PFIQ
			FCW1938N6X4
			FCW1938N6YY
AIR-CT2504-25-K9Z	2504 Wireless Controller in a bundle with 25 AP licenses	3	PSZ19261C2A
LIC-CT2504-BASE	Base Software License	5	PSZ19261RFD
AIR-CT2504-SW-8.1	Cisco 2504 Wireless Controller SW Rel. 8.1	2	PSZ19261RQM
SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	59	
LIC-CT2504-25	25 AP License for 2504 WLAN Controller	3	
AIR-CT2504-CCBL	2504 Wireless Controller Console Cable	4	
AIR-CAP27021-A-K9	802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg	19	FCW1929NTF8
	Domain		FCW1929J62D
			FCW1929J63L
			FCW1929J63Q
			FCW1929J644
			FCW1929J623
			FCW1929J61R
			FCW1846NKGJ
			FCW1953N8XK
			FCW1929J61W

*for*

			FCW1917NPSY
			FCW1929J61Z
			FCW1929J62Y
			FCW1929J637
			FCW1929J63B
			FCW1929J63D
			FCW1929J63P
			FCW1929J624
			FCW1952NXXH
AIR-MR-1X081RU-A	86B DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	8	ST53A10540415F1200
			ST53A10540415F1260
			ST53A10540415F12A2
			ST53A10540415F12EO
			80AD0115325119E481
			80AD011532511A9D69
			80AD011532511A9D43
			80AD011532511A9D58
LIC-CT5520-50A-K9	Cisco 5520 Wireless Controller 50 AP License	1	
AIR-SD-32G-S	32GB SD Card for UCS servers	2	BM5343D05U00244
			BM5343D05U00371
AIR-CT5520-SW-8.1	Cisco 5520 Wireless Controller SW Rel. 8.1	2	
AIR-SD240GOKS2-EV	240GB 2.5 inch Enterprise value 6G SATA SSD	2	S2KWNKYAGA00511
			S2KWNWAGB01152
AIR-CPU-E52609D	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz	2	2L422349A0613
			2L425272A0564
AIR-TPM2-001	Trusted Platform Module 1.2 for UCS (SPI-based)	2	FCH195077RY
			FCH19517QOC
AIR-CT6870-NIC-K9	PCIe Network Interface 20G	2	50G1539GB000288
			50G1539GB000363
AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller	2	LIT194110BO
			LIT19410CSC
AIR-BZL-C220M4	Cisco 5520 Wireless Controller Security Bezel	2	
AIR-CT5520-K9	Cisco 5520 Wireless Controller w/rack mounting kit	1	FCH1945V3VH
WS-C3850-24P-s	Cisco Catalyst 3850 24 Port POE IP Base	3	FOC1935XIHY
			FOC1935XIJG
			FCW1935DIEK
PWR-C1-715WAC	715W AC Config I Power Supply	3	LIT19360F2S
			LIT19360FOK
			LIT19360CAD
AIR-CT5520-50-K9	Cisco 5520 Wireless Controller supporting 50 APS w/rack kit	1	FCH1947V04Q

*fu*



## 5. CUSTOMER'S RESPONSIBILITIES

For TRENDS to provide support excellence, CUSTOMER should:

- 5.1. Nominate at least one (1) appropriate person to be CUSTOMER's contact with TRENDS regarding Maintenance Services (such person to be regularly available during normal business hours).
- 5.2. Ensure that TRENDS maintenance personnel have free, safe and uninterrupted access to the Equipment at all times during the provision of the Services.
- 5.3. Make available on request the services of any person who operates the Equipment at the Site. In such case, TRENDS shall give reasonable notice to CUSTOMER as to the necessity of the presence of such person during the provision of Services.
- 5.4. Notify TRENDS immediately in writing if CUSTOMER ceases to be in possession of the Equipment at the Site.
- 5.5. Assume responsibilities for Equipment failure caused by:
  - a. Relocation or movement of the Equipment without TRENDS' assistance.
  - b. Neglect or misuse by CUSTOMER or incidents including power failure or any failure not attributable to the Equipment.
  - c. Changes on the Equipment including but not limited to addition or removal of modules, power supplies or accessories without TRENDS' support.
- 5.6. Provide the appropriate training(s) / briefing(s) / protocol(s) required to access or perform the service within the Site(s).

## 6. SPARE PARTS MANAGEMENT SERVICES ("SPMS")

Based on operational experience, it is anticipated that from time to time spare parts will be required to support service and maintenance operations.

TRENDS can undertake to hold critical spares, which can be mobilized at short notice to the operational site. These spares are stored at our offices in Makati, Cavite, Cebu and Davao. This service guarantees agreed availability as the needed parts can be dispatched when need for shipment to site arise