

**CONTRACT FOR THE ONE (1) LOT ENTERPRISE INTERNET CACHING
APPLIANCE
(IB No. EICA 2019-007-IT)**

THIS AGREEMENT made and entered into this **OCT 18 2019** day of _____ 2019, in the City of **CITY OF MAKATI**, Metro Manila, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation duly created by virtue of R.A. 7875, as amended by R.A 9241 and R.A. No. 10606 or the "National Health Insurance Act of 2013", with principal office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its **President and Chief Executive Officer (CEO), BGEN. RICARDO C. MORALES, AFP (RET) FICD**, (hereinafter called "**PHILHEALTH**").

-and-

TRENDS AND TECHNOLOGIES, INC., a stock corporation, organized and registered with the Securities and Exchange Commission under Sec. Reg. No. AS092-07351, issued on October 30, 1992 and existing under the laws of the Republic of the Philippines, with business address at 6/flr. Trafalgar Plaza, 105 H.V. Dela Costa St., Salcedo Village, Makati City, represented herein by its **Business Unit Head, VICTOR L. TIU**, (hereinafter called "**TRENDS**").

WHEREAS, PHILHEALTH invited Bids on the Bidding for the **Procurement of One (1) Lot Enterprise Internet Caching Appliance** and has accepted a Bid by **TRENDS AND TECHNOLOGIES, INC.** for the supply of those goods in the sum of, **THIRTY FOUR MILLION SIX HUNDRED EIGHTY THOUSAND EIGHT HUNDRED PESOS (Php34,680,800.00)** (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Trends' Schedule of Requirements (**Annex "A"**);
 - (b) Trends' Bid Form (**Annex "B"**);
 - (c) Trends' Technical Proposal and its Appendices (**Annex "C"**);
 - (d) Notice of Award (**Annex "D"**);
 - (e) BAC-ITR Resolution No. 38, s. 2019 (**Annex "E"**);
 - (f) General Conditions of the Contract (GCC) (**Annex "F"**);
 - (g) Special Conditions of the Contract (SCC) (**Annex "G"**);
 - (h) Bid Bulletin No. 1 (**Annex "H"**);
 - (i) Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **TRENDS** as hereinafter mentioned, **TRENDS** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;
4. **PHILHEALTH** hereby covenants to pay **TRENDS** 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 contract at the time and in the manner prescribed by the contract;

BGEN. RICARDO C. MORALES, AFP (RET) FICD
President and Chief Executive Officer
PhilHealth

VICTOR L. TIU
Business Unit Head
Trends and Technologies, Inc.

SVP ISRAEL FRANCIS A. PARGAS
Acting EVP and Chief Operating Officer
Concurrent Senior Vice President - ITPS

JOYITA V. ARAGONA
SVP-Chief Information Officer
Information Management Sector

ARCHIMEDES L. VILLASIN
Acting Division Chief IV, AICD
Comptroller/ship Department

ROSE S. HERMANDEZ
WITNESS for TRENDS AND TECHNOLOGIES, INC.

PATRICIA ANIBALE F. DOMINCO
WITNESS for TRENDS AND TECHNOLOGIES, INC.

BGEN. RICARDO C. MORALES, AFP
(RET) FICD-2
President and Chief Executive Officer
PhilHealth

5. The contract price covers the costs of all Deliverable Items and Services and includes all applicable taxes, including the 12% Value Added Tax (VAT), customs duties, license fees, freight, insurance, cost of importation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities;

6. **TRENDS** hereby covenants to deliver in favor of **PHILHEALTH** the **One (1) lot Enterprise Internet Caching Appliance** and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract;

7. **Within Sixty (60) Calendar Days** after complete delivery to and acceptance by **PHILHEALTH**, **TRENDS** shall submit the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the former as condition for payment. **PHILHEALTH** shall thereafter pay the sum of **Thirty Two Million Nine Hundred Forty Six Thousand Seven Hundred Sixty Pesos (Php32,946,760.00) only**, which is ninety five percent (95%) of the total contract price;

As obligation for the warranty, **PHILHEALTH** shall withhold **five percent (5%) of the total contract price** as **retention money** or as obligation for "**Warranty**" in an amount equivalent to **One Million Seven Hundred Thirty Four Thousand Forty Pesos (Php1,734,040.00) only**. Said amount shall only be released after the **lapse of the five (5) years warranty period** for non-expendable supplies as required under Section 62 (Warranty) of the Revised IRR of R.A. 9184 .

TRENDS, however, may opt to post the required retention money equivalent to five percent (5%) of the total contract price for the first year, which may be released after the lapse of the warranty for the first year and upon posting of a **special bank guarantee equivalent to at least five percent (5%) of the total contract price** for the second year, to be renewed on the third year to fifth year. Failure to submit the required special bank guarantee for the succeeding year shall be a ground for blacklisting;

8. The contracting parties undertake to comply with **Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy Revision (1)"** which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest;

9. The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. **TRENDS** shall not disclose any proprietary or confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.

10. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. 9184, shall form an integral part of the contract between the **PARTIES** hereto;

The **PARTIES** hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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.

VICTOR L. TIU
Business Unit Head
Trends and Technologies, Inc.

SVP ISRAEL FRANCIS A. PARGAS
Acting EVP and Chief Operating Officer
Concurrent Senior Vice President- HRPS

JOVITA V. ARAGONA
SVP-Chief Information Officer
Information Management Sector

ARCHIMEDES S. VILLASIN
Acting Division Chief V. AICD
Comptrollership Department

ROSE S. HERNANDEZ
WITNESS for TRENDS AND
TECHNOLOGIES, INC.

PATRICIA M. COLE C. DOMINGO
WITNESS for TRENDS AND
TECHNOLOGIES, INC.

PHILIPPINE HEALTH INSURANCE CORP.

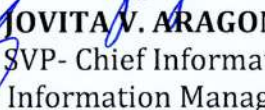
TRENDS AND TECHNOLOGIES, INC.

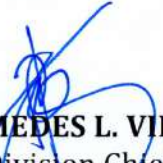

BGEN. RICARDO C. MORALES, AFP (RET) FICDA
President and Chief Executive Officer (CEO)



VICTOR L. TIU
Business Unit Head

Signed in the presence of:


SVP ISRAEL FRANCIS A. PARGAS
Acting EVP and Chief Operating Officer
Concurrent Senior Vice President- HFPS


JOVITA V. ARAGONA
SVP- Chief Information Officer
Information Management Sector


ARCHIMEDES L. VILLASIN
Acting Division Chief IV
AIC Division, Comptrollership Dept.


PATRICIA NICOLE C. DOMINGO
Witness for **TRENDS AND TECHNOLOGIES, INC.**


ROSE S. HERNANDEZ
Witness for **TRENDS AND TECHNOLOGIES, INC.**

ACKNOWLEDGEMENT

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

OCT 18 2019

BEFORE ME, this ___ day of _____ 2019, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

BGEN. RICARDO C. MORALES, AFP (RET) FICDA
Philippine Health Insurance Corp.

DRIVER'S LICENSE N03-82-077032

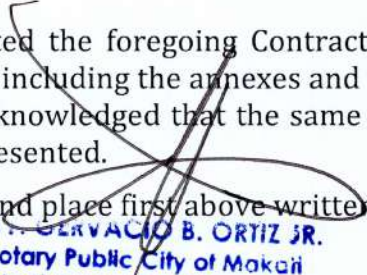
VICTOR L. TIU
Trends and Technologies, Inc.

DRIVER'S LICENSE 009-90-031561

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of **two hundred fifty seven (257) pages** including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 417
Page No. 03
Book No. XXXIV
Series of 2019


NOTARY PUBLIC
SERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2020
IBP No. 05729-Lifetime Member
MCLE Compliance No. VI-0024312
Appointment No. M-183-(2019-2020)
PTR No. 7333104 Jan. 3, 2019
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City