



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2021-38**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Subscription to Performance Monitoring Licenses," with an Approved Budget for the Contract of P15,000,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

**WHEREAS**, on May 4, 2021, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, only one (1) prospective bidder, Trends and Technologies, Inc. (Trends), responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on May 11, 2021;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on May 18, 2021 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on May 25, 2021, only one (1) bidder, Trends, submitted a bid;

**WHEREAS**, after preliminary examination of the bid, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submission of Trends as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial component of the bid, the DBM-BAC declared the submission of Trends as the Single Calculated Bid in the amount of P14,958,000.00;

**WHEREAS**, after verification, validation, and ascertainment of all statements made and documents submitted by Trends, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Trends passed all the criteria for post-qualification.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

1. To declare the bid of Trends and Technologies, Inc. for the Project, "Subscription to Performance Monitoring Licenses," in the amount of P14,958,000.00 as the Single Calculated and Responsive Bid, in accordance with Section 34.4 in relation to Section 36 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and

2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Trends and Technologies, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

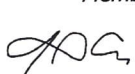
**ADOPTED**, this 1<sup>st</sup> day of June 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Digitally signed by  
Luis S. Indefonso

**LUIS S. INDEFONSO**  
*End-user Representative*

 Digitally signed by  
Dante B. De Chavez

**DANTE B. DE CHAVEZ**  
*Member*

 Digitally  
signed by  
Ryan S. Lita


**RYAN S. LITA**  
*Member*

 Digitally signed  
by Virgilio A.  
Umpacan Jr.

**VIRGILIO A. UMPACAN JR.**  
*B.U.D.G.E.T. Representative*

 Digitally signed by  
Rowel D. Escalante

**ROWEL D. ESCALANTE**  
*Member*

 Digitally signed  
by Andrea Celene  
M. Magtalas

**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

 Digitally  
signed by  
Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson*

☒ Approved

☐ Disapproved

  
**WENDEL E. AVISADO**  
*Secretary*

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



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**JUN 15 2021**

**NOTICE OF AWARD**

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6<sup>th</sup> Floor Trafalgar Plaza  
105 H.V. dela Costa St.  
Salcedo Village, Makati City

Dear **Mr. Baquiran**:

We are pleased to inform you that the contract for the Project, "Subscription to Performance Monitoring Licenses," is hereby awarded to Trends and Technologies, Inc. in the amount of P14,958,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).


Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



  
GERRY A. BAQUIRAN

RECEIVED DATE: JUNE 17, 2021



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

JUL 05 2021

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6<sup>th</sup> Floor Trafalgar Plaza  
105 H.V. dela Costa St.  
Salcedo Village, Makati City

Dear **Mr. Baquiran:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Subscription to Performance Monitoring Licenses," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on JULY 14, 2021.

Name of Authorized Representative: GERRY BAQUIRAN

Signature: 



**CONTRACT No. 2021-22**  
**SUBSCRIPTION TO PERFORMANCE MONITORING LICENSES**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**TRENDS AND TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 6<sup>th</sup> Floor Trafalgar Plaza, 105 H.V. dela Costa St., Salcedo Village, Makati City, represented by its **AUTHORIZED REPRESENTATIVE, GERRY A. BAQUIRAN**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Subscription to Performance Monitoring Licenses," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Fourteen Million Nine Hundred Fifty-Eight Thousand Pesos (P14,958,000.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last June 17, 2021, and the Supplier posted its performance security in the form of a Performance Securing Declaration on June 25, 2021, in the amount of N/A (P N/A);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

|       |   |   |                                |
|-------|---|---|--------------------------------|
| Annex | A | - | Bid Form                       |
|       | B | - | Schedule of Requirements       |
|       | C | - | Technical Specifications       |
|       | D | - | General Conditions of Contract |
|       | E | - | Special Conditions of Contract |
|       | F | - | Notice of Award                |
|       | G | - | Performance Security           |

③

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Subscription to Performance Monitoring Licenses, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Subscription to Performance Monitoring Licenses, 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.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

by:

**WENDEL E. AVISADO**  
Secretary



**TRENDS AND TECHNOLOGIES, INC.**

by:

**GERRY A. BAQUIRAN**  
Authorized Representative

SIGNED IN THE PRESENCE OF

**ANDREA CELENE M. MAGTALAS**  
Director IV

Information and Communications Technology  
Systems Service

*Guttaluz*  
*Rosita Tabin*  
*Trends & Tech Inc.*

## ACKNOWLEDGMENT

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

JUL 05 2021

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared the following:

| NAME              | VALID ID        | VALID UNTIL   |
|-------------------|-----------------|---------------|
| WENDEL E. AVISADO | DBM ID No. 4601 |               |
| GERRY A. BAQUIRAN | N02-08-016428   | FEB. 05, 2022 |

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Subscription to Performance Monitoring Licenses was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTY. GARY CAMITAN AURE  
NOTARY PUBLIC, ROLL NO. 60777

PTA No. 402000 issued on Jan 4, 2021 until Dec 31, 2021 Manila

IBP License No. 014539 issued on Feb. 2, 2016

Commission No. 2021-021 issued on Jan 31, 2020 until Dec 31, 2021 Manila

MCLE No. VI-000578 issued on Feb. 20, 2018 at Pasig City valid until April 14, 2022

Office Address: Citi-MCA Building, 350 Antonio Villegas Street, Ermita, Manila

Doc. No. 447  
Page No. 84  
Book No. VI/11  
Series of 2021.

Ⓟ



**Bid Form for the Procurement of Goods**  
**[shall be submitted with the Bid]**

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**BID FORM**

Date : May 24, 2021

Project Identification No.: **DBM-2021-32**

To: Department of Budget and Management  
General Solano Street, San Miguel Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [1], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Subscription to Performance Monitoring Licenses** in conformity with the said PBDs for the sum of **Fourteen Million Nine Hundred Fifty Eight Thousand Pesos PHP 14,958,000.00** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details herein and made part of this Bid. The total bid price includes the cost of all taxes.

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: GERMY BAQUIRAN  
Legal capacity: KEY ACCOUNT MANAGER  
Signature: [Signature]  
Duly authorized to sign the Bid for and behalf of: TRENDS AND TECHNOLOGIES INC.  
Date: MAY 24, 2021

***Section VI. Schedule of Requirements***

## Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

| Item | Description  | Delivery Schedule   |
|------|--|---|
| 1    | Deliver, configure, and make operational the Application Performance Monitoring Licenses   | Within three (3) months from receipt of the Notice to Proceed (NTP) |
| 2    | Conduct of Knowledge Transfer on: <ul style="list-style-type: none"><li>• Application Performance Monitoring; and</li><li>• End User Experience Monitoring</li></ul>   | Within three (3) months from receipt of the NTP                     |
| 3    | As-built documentation of the Application Performance Monitoring Licenses set-up/ diagram including information in the deployment, system resource/overhead requirements of the software employed in the project as well as procedures for installation, configuration and instrumentation | Within three (3) months from receipt of the NTP                     |

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

TRENDS AND TECHNOLOGIES INC.

Name of Company/Bidder

GERMY DAQUIRAN

Signature Over Printed Name of Representative

MAY 20, 2021

Date

## ***Section VII. Technical Specifications***



## Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

| Specifications   | Bidder's Statement of Compliance |
|--|----------------------------------|
| I. Objective ( <i>see attached Annex "A" Detailed Technical Specifications, item 2.0</i> )                     | COMPLY                           |
| II. Subscription Period ( <i>see attached Annex "A" Detailed Technical Specifications, item 3.0</i> )          |                                  |
| III. Specifications ( <i>see attached Annex "A" Detailed Technical Specifications, item 4.0</i> )              |                                  |
| IV. Scope of Work ( <i>see attached Annex "A" Detailed Technical Specifications, item 5.0</i> )                |                                  |
| V. Service Level Agreement ( <i>see attached Annex "A" Detailed Technical Specifications, item 6.0</i> )       |                                  |
| VI. Warranties of the Contractor ( <i>see attached Annex "A" Detailed Technical Specifications, item 7.0</i> ) |                                  |
| VII. Confidentiality of Data ( <i>see attached Annex "A" Detailed Technical Specifications, item 8.0</i> )     |                                  |
| VIII. Terms of Payment ( <i>see attached Annex "A" Detailed Technical Specifications, item 9.0</i> )           |                                  |
| IX. Pre-Termination of Contract ( <i>see attached Annex "A" Detailed Technical Specifications, item 10.0</i> ) |                                  |

I hereby certify to comply with all the above Technical Specifications.

TRENDS AND TECHNOLOGIES INC.

Name of Company/Bidder

GERRY BAQUIRAN

Signature Over Printed Name of Representative

MAY 20, 2021

Date

## DETAILED TECHNICAL SPECIFICATIONS

**1.0 PROJECT TITLE**

Subscription to Performance Monitoring Licenses

**2.0 OBJECTIVE**

To be able to manage and monitor the performance and availability of DBM Information Systems; and detect and diagnose complex application performance problems to maintain the expected level of DBM Application services.

**3.0 SUBSCRIPTION PERIOD**

The subscription period for the Application Performance Monitoring (APM) Licenses shall be one (1) year from the issuance of Certificate of Acceptance.

**4.0 SPECIFICATIONS**

4.1 The Application Performance Monitoring Licenses must have, but not limited to, the following features:

- 4.1.1 Should be compatible with the DBM existing Riverbed SteelCentral AppResponse to fully utilize its functionality.
- 4.1.2 Should be easy to use and deploy, and can scale without sampling even in high throughput production environments.
- 4.1.3 Should have fast root-cause analysis based on the set of diagnostic data and unique analytics.
- 4.1.4 Should have a unique endpoint-based approach to be able to check the user's device performance and monitor the following:
  - 4.1.4.1 System events (disk errors, failing services)
  - 4.1.4.2 Network events (network disconnects or reconnects)
  - 4.1.4.3 Application events (crashes, exceptions)
  - 4.1.4.4 Auditing events (unauthorized access, bad logins/passwords)
- 4.1.5 Should automatically discover every application and track the actual usage; and provide measurement for application performance and health based on crashes, hangs, errors, page load time, and waiting time.
- 4.1.6 Should be able to track what users actually see when they interact with applications in a business workflow.
- 4.1.7 Should be able to show the response time breakdown between client device, network, and application back end to resolve issues fast.
- 4.1.8 Should be able to establish a baseline of business performance in order to define the potential improvement to be delivered by the change initiative.
- 4.1.9 Should be able to identify and resolve any incompatibilities, performance degradation or stability issues.
- 4.1.10 Should be able to analyze trends in application adoption across the enterprise to track the effectiveness of key strategic initiatives.
- 4.1.11 Should be able to track the impact of application performance on workforce productivity, with no configuration required.
- 4.1.12 Should be able to get an immediate view into application and device health, for every user, whether on mobile, virtual, or physical devices.
- 4.1.13 Should automatically establish performance baselines for acceptable performance that can vary by geography, department, or device configuration.

- 4.1.14 Should be able to quickly resolve enterprise-wide problems by automatically identifying the characteristics shared by affected users.
- 4.1.15 Should be able to troubleshoot end user issues proactively and non-invasively to resolve problems without impacting workforce productivity.
- 4.1.16 Should be able to compare end user experience before and after the change in configuration to show improvements in service.
- 4.1.17 Should be able to create, modify, and expand automation scripts to automatically resolve the most common device or user issues.
- 4.1.18 Should be able to automate the recovery actions to the most commonly expected device, operating system, or app issues, so user experience is not affected.
- 4.1.19 Should be able to establish business processes' acceptable performance targets and get alerts when they are violated.

4.2 Licenses and Support Services with the following specifications:

- 4.2.1 1,200 Hosting units for Application Monitoring Solution End User Experience (EUE)
- 4.2.2 1,200 Essentials Licenses for user devices
- 4.2.3 6,000 units of Application Add-on to onboard 5 apps in EUE
- 4.2.4 2,030 APM licenses to cover 58 servers to instrument
- 4.2.5 2,030 hosting units for Application Performance Monitoring Solution

## 5.0 SCOPE OF WORK

- 5.1 The CONTRACTOR shall conduct a pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor's familiarization, and other implementation matters are clearly discussed and finalized.
- 5.2 The CONTRACTOR shall provide a work-plan of activities for the duration of the project and a Deployment and/or Solution Architecture within a week from the pre-implementation meeting with DBM representatives. Said work-plan shall be validated and subject for approval of the designated ICTSS official.
- 5.3 The CONTRACTOR shall deliver, configure, and make operational the Application Performance Monitoring Licenses within three (3) months from receipt of the Notice to Proceed (NTP) including, but not limited to, the following:
  - 5.3.1 Planning project details and logistics, including identifying critical path items and dependencies.
  - 5.3.2 Coordinating Application Monitoring Solution, and customer resource engagement, and scheduling to align with project timelines.
  - 5.3.3 Interfacing with Customer to achieve key project outcomes.
  - 5.3.4 Providing technical and non-technical support.
  - 5.3.5 Conducting meetings on an as-needed basis with Customer's point of contact.
- 5.4 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service during the subscription period. Technical support can be delivered in the form of a telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem within six (6) hours after it was reported by DBM. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.

- 5.5 The CONTRACTOR shall provide Knowledge Transfer through virtual platform based on the following schedule:

| Knowledge Transfer                    | Schedule   | No. of Participants           | Duration    |
|---------------------------------------|--|-------------------------------|-------------|
| 1. Application Performance Monitoring | Within three (3) months from receipt of the NTP. | Twenty-four (24) participants | One (1) day |
| 2. End User Experience Monitoring     | Within three (3) months from receipt of the NTP. | Twelve (12) participants      | One (1) day |

- 5.6 The CONTRACTOR shall provide as-built documentation of the Application Performance Monitoring Licenses set-up/ diagram including information in the deployment, system resource/overhead requirements of the software employed in the project as well as procedures for installation, configuration, and instrumentation within three (3) months from the receipt of NTP.

- 5.7 A Certificate of Acceptance shall be issued by the Director of Information and Communications Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

## 6.0 SERVICE LEVEL AGREEMENT

- 6.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

| Component                                     | Description  | Liquidated Damages   |
|---|--|--|
| 6.1.1 Delivery, Configuration and Operability | The CONTRACTOR shall deliver, configure, and make operational the Application Performance Monitoring Licenses within three (3) months from receipt of the NTP.   | One percent (1%) of the total contract price shall be imposed per day of delay.                |
| 6.1.2 Technical Support                       | The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service during the subscription period. Technical support can be delivered in the form of a telephone call, electronic mail, and/or on-site support.<br><br>The CONTRACTOR shall resolve every problem within six (6) hours after it was reported by DBM. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. | 1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. |
| 6.1.3 Technical Training                      | The CONTRACTOR shall provide Knowledge Transfer as specified in Section 5.5.   | 1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every day of delay.  |
| 6.1.4 Documentation                           | The CONTRACTOR shall provide as-built documentation of the Application Performance Monitoring Licenses set-up/ diagram including information in the deployment, system resource/overhead requirements of the software employed in the project as well as procedures for installation, configuration and instrumentation within three (3) months from the receipt of NTP.   | 1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every day of delay.  |

## **7.0 WARRANTIES OF THE CONTRACTOR**

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this detailed technical specifications.
- 7.2 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
- 7.3 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules, and practices of DBM.
- 7.4 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 7.5 The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.
- 7.6 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 7.7 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and operate Application Performance Monitoring Licenses. DBM shall be informed through a formal notice on the change or replacement of technical personnel five (5) days prior to the actual rendering of technical support services.
- 7.8 The subscription and warranty shall commence on the day the DBM-ICTSS issues the Certificate of Acceptance.

## **8.0 CONFIDENTIALITY OF DATA**

- 8.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate or disclose the Proprietary Information to 3rd parties without the prior written approval of the DBM.

## **9.0 TERMS OF PAYMENT**

- 9.1 The CONTRACTOR shall be paid upon completion of delivery, configuration, and made operational of the Application Performance Monitoring Licenses subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 9.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
  - 9.2.1 Delivery Receipts
  - 9.2.2 Sales Invoice/Billings
  - 9.2.3 Certificate of Acceptance issued by the ICTSS Director
  - 9.2.4 Non-Disclosure Agreement

- 9.3 No advance payment shall be made as provided for in Section 88 of Presidential Decree No. 1445 (Government Auditing Code of the Philippines).

**10.0 PRE-TERMINATION OF CONTRACT**

- 10.1 The contract for the Subscription to Application Performance Monitoring Licenses may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.

## ***Section IV. General Conditions of Contract***



## **1. Scope of Contract**

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. All the provisions of RA No. 9184 and its 2016 Revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 Revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the 2016 Revised IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 Revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1          | <p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Andrea Celene M. Magtalas, Information and Communications Technology Systems Service.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |

**Packaging**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

|     |   |
|-----|---|
|     | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>Payment schedule shall be in accordance with Item 9.0 of Annex “A” Detailed Technical Specifications.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor’s/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>   |
| 3   | <p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder’s faithful performance of obligations under the contract, subject to the following:</p>   |

|   |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul> |
| 4 | <p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>   |





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**JUN 15 2021**

**NOTICE OF AWARD**

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6<sup>th</sup> Floor Trafalgar Plaza  
105 H.V. dela Costa St.  
Salcedo Village, Makati City

Dear **Mr. Baquiran**:

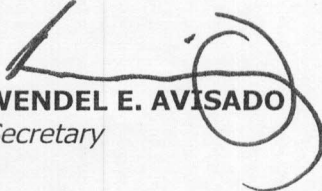
We are pleased to inform you that the contract for the Project, "Subscription to Performance Monitoring Licenses," is hereby awarded to Trends and Technologies, Inc. in the amount of P14,958,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

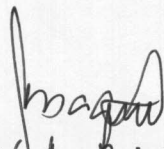
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary

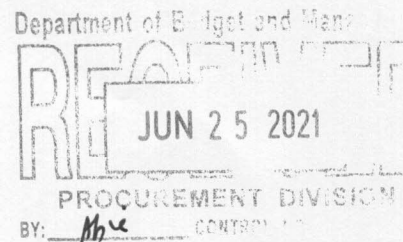


  
GERRY A. BAQUIRAN

RECEIVED DATE: JUNE 17, 2021

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

X-----X



**PERFORMANCE SECURING DECLARATION**

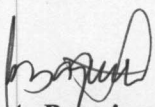
*Invitation to Bid: DBM-2021-32*

To: Department of Budget and Management  
General Solano St. San Miguel Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month]  
[year] at [place of execution].

  
**Gerry A. Baquiran**  
Key Account Manager

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines.

Affiant/s exhibited to me his/her Driver's License with no. NO2 08 01624 issued on February 8, 2017 at Quezon City.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.