



Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
Malacañang, Manila
Telephone Nos. 7354902 * 7351957

PURCHASE ORDER NO. 2013-109

Supplier: EXAKT INC.	Date: June 28, 2013
Address: Unit 2510 Prestige Tower, F. Ortigas, Jr. Road Ortigas Center, Pasig City	Mode of Procurement: Small Value
TIN:	

Gentlemen:
Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Quotation dated June 20, 2013, subject to the Terms and Conditions enumerated at the back hereof:

Place of Delivery: DBM Multi-Purpose Bldg.	Delivery Term: Within seven (7) wd upon receipt of NTP
Date of Delivery: Seven (7) wd upon receipt of NTP	Payment Term: Upon complete delivery & acceptance

Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
	year	Enterprise Linux Premium Subscription and On-Site Support : covering the period Sept. 1, 2013 - August 31, 2014- Delivery Date: Subscription thru email - 2-3 days upon receipt of Notice to Proceed Media kit and Hard copy version: 30 working days upon receipt of Notice to Proceed Incl: Annex "A" - Technical Specifications and Schedule of Requirements			276,915.20

(Total Amount In Words)
Two Hundred Seventy Six Thousand Nine Hundred Fifteen Pesos and Twenty Centavos 276,915.20

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

Conforme: WARNAH M. WABUG-AY
Signature over Printed Name of Supplier
July 9, 2013
Date

Very truly yours,
ATTY. SOFIA C. YANTO
Director, Administrative Service
Authorized Official
(Representing End User)

Funds Availability Certified by: <u>ESPERANZA Q. IGNACIO</u> Chief Accountant	OS No : <u>2013-6-1066</u> Amount : <u>₱ 276,915.20</u> Date : <u>6/27/13</u>
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Distribution of Copies:
/ / Original copy for the Supplier's Conforme
/ / Agency's Central Supply and Property Section for file
/ / COA Auditor

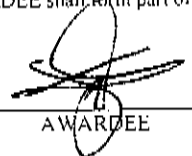
**TERMS AND CONDITIONS
(PURCHASE ORDER)**

1. **ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.**
2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.
3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila, not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.

Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.
5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize 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 results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.
7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.
8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract.

The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.

Accepted By: 

 AWARDEE

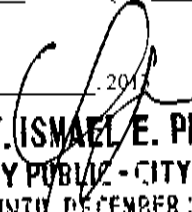
REPUBLIC OF THE PHILIPPINES)
 CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on JUL 09 2013 day of _____, 2013, personally appeared _____ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a _____ consisting of _____ () pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this JUL 09 2013 day of _____, 2013.

Doc No. 49
 Page No. 1/1
 Book No. 111
 Series of 2013.


ATTY. ISMAEL E. PEREN
 NOTARY PUBLIC - CITY OF MLA
 UNTIL DECEMBER 31, 2013
 PTR NO. 0266829 - 11/21/11, MLA.
 IBP NO. 869780-12/06/11, MLA.
 TIN NO. 188-660-611R01, L NO. 28924
 ROLL COMPLIANCE NO. 0009513

Annex "A"

TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

Item No.	Specification / Description	Qty	Total	Delivery Schedule
A.	1 year Enterprise Linux Premium Subscription (two (2) sockets, up to 1 guest)	2	2	
1.	Subscription through email	1	1	2-3 days upon receipt of Notice to Proceed
2.	Media kit and hard copy version of the contents of the media kit	1	1	30 days upon receipt of Notice to Proceed
B.	Subscription Provision			
	Each subscription must be able to provide ALL of the following:			
1.	PRODUCT ACCESS: Source and binary codes - Submission of sources and binary codes/documentation			After end of the contract
2.	CERTIFICATIONS: Deploy solutions with the confidence that DBM software, applications and hardware are fully certified			
3.	UPDATES: Regular advise upon release of new updates prior to deployment of updates that provide general enhancements, new features, and additional hardware support. Vendor is liable for software or hardware compatibility prior to application.			DBM must be advised upon released of new patch updates prior to deployment
4.	REVISIONS: Access to the latest bugs and fixes and security errata			As the need arises
5.	UPGRADES: Rights to new versions of Enterprise Linux			Upon need of DBM
6.	FLEXIBILITY: Deploy any version of the Enterprise Linux release. Subscription are not version specific, not architecture specific. It can be moved from a 32-bit system to 64-bit system at anytime			
7.	NETWORK and SUPPORT: Access to the network automated software delivery and update capabilities. Multiple support services providing unlimited incidents up to 24x7			
8.	LONG TERM STABILITY: The user-mode and primary kernel-mode application interfaces for each Enterprise Linux release are guaranteed to be kept share for the life of the product. This ensures that product updates and enhancements do not impact application operations			
C.	On-Site Support			
1.	Mandatory twenty-four (24) scheduled annual on-site visits with remedial services (if necessary/upon demand/request by DBM)	2	24	Monthly/Upon scheduling with DBM
2.	24 x 7 on-site support services covering two (2) Hewlett-Packard Integrity RX6600 Rack Servers. Each scheduled on-site visit is for a maximum of four (4) hours and to be supported by signed Service Report(s) and Professional Service Record(s).			On demand by the DBM/as the need arises

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

EXAKT INC.
Name of Company/Bidder
Contact No/s. 9142548

WARNAH M. ABANG-AT
Signature over Printed Name
of Bidder Representative
*Business Dev.
Manager*

6-20-13
Date

m

ms

[Signature]

FROM :

FAX NO. : 9142545
DBM-AS, GSD

Jun. 20 2013 04:44PM P3
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Annex "B"

PRICE QUOTATION FORM

6-20-13

Date

The Administrative Service
Department of Budget and Management
Ground Floor, DBM Bldg. III, Gen. Soriano St.,
San Miguel, Manila

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our quotation/s for the project, Enterprise Linux Premium Subscription and On-Site Support:

Specifications	Unit Price	Total Price
1. One (1) year Enterprise Linux Premium Subscription (Two (2) Sockets, up to 1 guest)	₱ 21,057.00	₱ 162,115.20
2. On site Support	₱ 114,800.00	₱ 114,800.00
TOTAL		₱ 276,915.20

(Amount in Words) TWO HUNDRED, SEVENTY SIX THOUSAND NINE HUNDRED FIFTEEN PESOS & TWENTY CENTAVOS

The above-quoted prices are inclusive of all costs and applicable taxes.

Very truly yours,

WARRAH M. DABUG-AT

Name/Signature of Representative

LYAKT INC.

Name of Company

me



REPUBLIC OF THE PHILIPPINES
CITY OF PASIG

075809503

OFFICE OF THE MAYOR
BUSINESS PERMITS AND LICENSE OFFICE

Acct No. SA-2011-032856

MAYOR'S PERMIT NO.: SER-13-8051

DATE: 1/22/2013

This certifies that EXAKT INC. Nationality _____

business name EXAKT INC. with business address at
UNIT 2510 PRESTI ORTIGAS, JR. RD., ORTIGAS CTR., SAN ANTONIO, DISTRICT 1, PASIG CITY

has been granted BUSINESS PERMIT to operate the following business/es under PASIG REVENUE CODE, LOCAL GOVERNMENT CODE the ordinance/s indicated below. SUBJECT to such other pertinent ordinances, laws and related administrative implementary regulations.

VALID UNTIL December 31, 2013 **RENEWAL**

KIND OF BUSINESS	AMOUNT PAID	O.R. NO.	DATE	REMARKS
SER SERVICES	900.00	8492034 Q	1/22/2013	33,319.57 PAID: QUARTERLY

JOF MACSOTO

SUBJECT TO CONDITION/S MARKED [X] AT THE BACK HEREOF:

Approved:

[Signature]
MS. MA. THERESA B. HERNANDEZ
BPLO CATEGORY HEAD
Chief, Business Permits & License Office

This permit may be revoked anytime subject to the condition of compliance with city rules & regulations or when public interest requires otherwise.

BY AUTHORITY OF THE CITY MAYOR

[Signature]
MA. THERESA B. HERNANDEZ
CIC-BUS PERMIT & LIC OFFICE
City Mayor

IMPORTANT: Permit granted is a privilege and not a right, violation of any city ordinance or prevailing laws immediately revokes your permit to conduct business in the City of Pasig.

This permit shall be posted conspicuously at the place where the business/es is/are being conducted and shall be presented and/or surrendered to competent authorities upon demand. NOT TRANSFERABLE AND NOT VALID WITHOUT THE CORRESPONDING OFFICIAL RECEIPTS SHOWING PAYMENT OF MAYOR'S PERMIT FEES AND CITY BUSINESS TAXES. In case of closure of business surrender this permit to the City Treasurer for official retirement.

**ERASURE AND/OR ALTERATIONS WILL
INVALIDATE THIS PERMIT**

VISIT US AT: www.pasigcity.gov.ph

[Handwritten mark]

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

CERTIFICATE OF REGISTRATION

THIS IS TO CERTIFY THAT

EXAKT INC.

Unit 2510 Prestige Tower, F. Ortigas Jr. Road
Ortigas Center, Pasig City

as a business name or firm was registered in the PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (PhilGEPS) on July 18, 2011 in accordance with Section 82 of the Implementing Rules and Regulations of Republic Act 9181, otherwise known as the Government Procurement Reform Act, which took effect October 08, 2005. This registration will expire on February 07, 2013.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the PhilGEPS to be affixed at Pasig City, Philippines, this 7th day of February in the year of our Lord 2013.

ESTANISLAO C. GRANADOS, JR.

Executive Director IV

03890479

Certificate No: PhilGEPS - 2011 - 76314

Original

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Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
Malacañang, Manila

NOTICE OF AWARD

June 26, 2013

Ms. WARNAH M. MABUG-AT
Business Development Manager
EXAKT INC.
Unit 2510 Prestige Tower, F. Ortigas, Jr. Road
Ortigas Center, Pasig City

ORIGINAL RECEIVED

By: WARNAH M. MABUG-AT
Designation: BUSINESS DEV. MANAGER
Office: DLTIGAS
Date: 6-28-13

Dear Ms. Mabug-at:

We are please to inform you that the project "*Enterprise Linux Premium Subscription and On-Site Support*" is hereby awarded to your company in the amount of Two Hundred Seventy Six Thousand Nine Hundred Fifteen Pesos and Twenty Centavos (P276,915.20).

Based on the evaluation of your submitted documents, the Administrative Service finds your submission as the lowest calculated and responsive quotation for the said project.

Thank you very much.

Very truly yours,


ATTY. SOFIA C. YANTO
Director, Administrative Service 



Republic of the Philippines
DEPARTMENT OF BUDGET AND MANAGEMENT
Malacañang, Manila

NOTICE TO PROCEED

July 1, 2013

Ms. WARNAH M. MABUG-AT
Business Development Manager
EXAKT INC.
Unit 2510 Prestige Tower, F. Ortigas, Jr. Road
Ortigas Center, Pasig City

Dear Ms. Mabug-at:

Per attached Purchase Order No. 2013-109, we hereby notify you that your Office may commence work on the project "*Enterprise Linux Premium Subscription and On-Site Support*", starting September 1, 2013.

In this regard, your Office shall coordinate with the Information and Communication Technology Systems Service (ICTSS) in executing the said service, in accordance with the terms and conditions stated at the back of the Purchase Order.

Thank you very much.

Very truly yours,


ATTY. SOFIA C. YANTO
Director, Administrative Service

Conforme:


7-4-13
Ms. Warnah M. Mabug-at