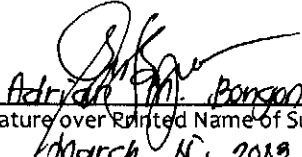

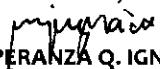




Republic of the Philippines  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
 Malacañang, Manila  
 Telephone Nos. 7354902 \* 7351957

<b>PURCHASE ORDER NO. 2013-040</b> <span style="float: right;">101-2013-3-99</span>					
Supplier: <b>Computer Network Systems Corp. (COMNET)</b>		Date: March 14, 2013			
Address: Suite 707 The Taipan Place Emeral Ave., Ortigas Center, Pasig City		Mode of Procurement: Small Value Procurement			
TIN:					
Gentlemen: Please deliver the article(s) product(s)/supplies/materials listed below in accordance with the delivery date/schedule stated in the RFQ, subject to the Terms and Conditions enumerated at the back hereof:					
Place of Delivery: Mabini Hall, Malacanang, Manila			Delivery Term: Monthly		
Date of Delivery: March 15 - August 31, 2013			Payment Term: Monthly		
Stock No.	Unit	Item and Description /Specification	Quantity	Unit Cost	AMOUNT
		Online Project Management Services: Infrastructure on the Cloud for the Online Submission of Budget Proposals (OSBP) System Web application Server Component = P 137,949.54 Database Server Component = 31,663.86 Virtual Private Network Component = 37,195.20			206,808.60
<b>(Total Amount in Words)</b> <b>Two Hundred Six Thousand Eight Hundred Eight Pesos and Sixty Centavos</b>					<b>206,808.60</b>
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:		Very truly yours,			
 Signature over Printed Name of Supplier _____ Date		<b>ATTY. SOFIA C. YANTO</b> Director, Administrative Service Authorized Official (Representing End User) 			
Funds Availability Certified by:  <b>ESPERANZA Q. IGNACIO</b> Chief Accountant			OS No : <u>2013-3-344</u> Amount : <u>P 206,808.60</u> Date : <u>20/12/2013</u>		
<b>Distribution of Copies:</b>					
/ / 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. AWARDDEE 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 AWARDDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDDEE 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/Services 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, Mabini Hall 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE, 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE 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/Services delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods'/Services' 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.
11. Billing Schedule:

Billing shall be made after the month for which the Services were rendered. Billing shall first require the Certification by the DBM Information and Communications Technology Systems Services (ICTSS):

	Web Application Server Component	Data Base Server Component	Virtual Private Network Component
	- Microsoft IIS version 7 on Windows Server 2008/MS Hyper-V - Equivalent to one (1) Amazon EC2 (High:Mem Double Extra Large) instance with 12hrs/day utilization, and 1GB/day asymmetric bandwidth	- Inclusive of Oracle 10g License (Not BYOL), but 11g also acceptable - Equivalent to one (1) Amazon RDS (High:Mem Double Extra Large) instance with 12hrs/day utilization, and 20GB storage allocation	- Equivalent to Amazon Direct Connect with 1Gbps Port Speed
March 2013	22,991.59	31,663.86	6,199.20
April 2013	22,991.59	N/A	6,199.20
May 2013	22,991.59	N/A	6,199.20
June 2013	22,991.59	N/A	6,199.20
July 2013	22,991.59	N/A	6,199.20
August 2013	22,991.59	N/A	6,199.20
	<b>137,949.54</b>	<b>31,663.86</b>	<b>37,195.20</b>

12. Confidentiality:

For purposes of this section: "Discloser" shall mean any of the Parties who has information that is confidential and proprietary to the Discloser (hereinafter, "Confidential Information"), and "Recipient" shall mean the receiver of confidential information.

Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information pursuant to the terms of this Contract, exclusively for purposes specified by the Discloser.

Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

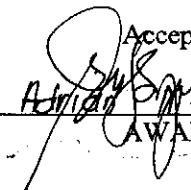
Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

The obligations of this Contract in relation to Confidential Information shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

The provisions of this Contract pertinent to Confidential Information shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its agents, its successors, and assigns; and (b) Recipient, its agents, its successors and assigns.

Accepted By  
  
Adriaan Smit Bongon 03-15-10  
AWARDEE

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

**BEFORE ME**, a Notary Public for and in the City of Manila, Philippines on this \_\_\_\_\_ 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.

Doc No \_\_\_\_\_  
Page No \_\_\_\_\_  
Book No \_\_\_\_\_;  
Series of 2013.

WITNESS MY HAND AND SEAL this MAR 15 day of 2013, 2013

**ATTY. ISMAEL E. PEREN**  
NOTARY PUBLIC - CITY OF MANILA  
UNTIL DECEMBER 31, 2013  
PTR NO. 0206829 - 11/22/11 - MIA  
HSP NO. 869988 12/06/11 - MIAJIT  
TIN NO. 183-660-611 ROLL NO. 28884  
ROLL COMPLIANCE NO. 0009512



REPUBLIC OF THE PHILIPPINES  
**Department of Budget and Management**  
Malacañang, Manila

**NOTICE OF AWARD**

**MR. ADRIAN M. BONGON**  
Computer Network Systems Corporation  
Suite 707, The Taipan Place, F. Ortigas Jr. Rd.  
Ortigas Center, Pasig City

**Dear Mr. Bongon:**

Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2013-09, we are pleased to inform you that the contract for the Project "Online Project Management Services: Infrastructure on the Cloud for the Online Submission of Budget Proposals (OSBP) System" is hereby awarded to your company in the amount of Two Hundred Six Thousand Eight Hundred Eight Pesos and Sixty Centavos (P206,808.60).

Very truly yours,

  
**FLORENCIO B. ABAD**  
*Secretary*



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
MALACANANG, MANILA

**ADMINISTRATIVE SERVICE**

**NOTICE TO PROCEED**

March 15, 2013

**MR. ADRIAN M. BONGON**

Computer Network Systems Corporation  
Suite 707, The Taipan Place, F. Ortigas Jr. Rd.  
Ortigas Center, Pasig City

**Dear Mr. Bongon:**

Per attached Purchase Order No. 2013-040, we hereby notify you that your Office may commence work on the project "Online Project Management Services: Infrastructure on the Cloud for the Online Submission of Budget Proposals (OSBP)", upon receipt and acceptance of this notice.

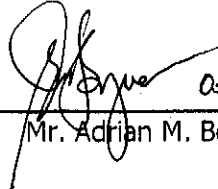
In this regard, your Office shall coordinate with the Information and Communication Technology System Service (ICTSS), in accordance with the terms and conditions stated in the said Purchase Order.

For your information and guidance.

Very truly yours,

  
**ATTY. SOFIA C. YANTO**  
*Director, Administrative Service*

Conforme:

  
03-15-13  
\_\_\_\_\_  
Mr. Adrian M. Bongon

## PRICE QUOTATION FORM

March 5, 2013

Date

The Bids and Awards Committee  
 Department of Budget and Management  
 Mabini Hall, Malacañang, 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 item/s as follows:

## QUOATATION PER MONTH FOR

	Web application Server Component	Database Server Component	Virtual Private Network Component
	_Microsoft IIS version 7 on Windows Server 2008/MS Hyper-V -Equivalent to one (1) Amazon EC2 (High:Mem Double Extra Large) instance with 12hrs/day utilization, and 1Gb/day asymmetric bandwidth	Inclusive of Oracle 10g License (Not BYOL), but 11g also acceptable. -Equivalent to one (1) Amazon RDS (High: Mem Double Extra Large) instance with 12hrs/day utilization, and 20GB storage allocation	_Equivalent to Amazon Direct Connect for 1Gbps Port Speed
March	PHP 22,991.59	PHP 31,663.86	PHP 6,199.20
April	PHP 22,991.59	N/A	PHP 6,199.20
May	PHP 22,991.59	N/A	PHP 6,199.20
June	PHP 22,991.59	N/A	PHP 6,199.20
July	PHP 22,991.59	N/A	PHP 6,199.20
August	PHP 22,991.59	N/A	PHP 6,199.20
<b>Total</b>	<b>PHP 137,949.54</b>	<b>PHP 31,663.86</b>	<b>PHP 37,195.20</b>

(Amount in Words) Two hundred six thousand eight hundred eight pesos and sixty centavos

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

Very truly yours,

  
 Adrian M. Bongon

Name/Signature of Representative

Computer Network Systems Corporation

Name of Company

Mayor's Permit No. RET-13-0431DTI or SEC Registration Certificate No. 0105843PhilGEPS Registration No. PhilGEPS- 2002-4002

(please submit the photocopies of the above documents upon submission of quotation)

orig. copy w/ BAC 3/13