

**CONTRACT NO. 2014-12
MAINTENANCE OF HP SERVERS**

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 Mabini Hall, Malacañang, Manila, represented herein by its Secretary, **FLORENCIO B. ABAD**, hereinafter called the “**DBM**”;

- and -

JOINT VENTURE OF TOTAL INFORMATION MANAGEMENT CORPORATION AND AUTOMATED TECHNOLOGIES, INC., a partnership between two (2) corporations that both exist under the laws of the Philippines, with principal office located at 5600 South Superhighway, Makati City, represented herein by **SALVADOR P. AQUE** (hereinafter called the “**Service Provider**”);

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the “Maintenance of HP Servers” (hereinafter, the “Goods and Services”) and the bid of the Service Provider is Five Million Four Hundred Sixty Nine Thousand Pesos (P5,469,000.00) (hereinafter called the “Contract Price”);

WHEREAS, the Notice of Award was issued to the Service Provider on March 31, 2014 and posted its performance security on April 4, 2014.

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 and Price Schedule; |
| B | - | Schedule of Requirements; |
| C | - | Technical Specifications; |
| D | - | General Conditions of Contract; |
| E | - | Special Conditions of Contract; |
| F | - | Joint Venture Agreement |
| F | - | Notice of Award; and |
| G | - | Performance Security. |



3. In consideration of the payments to be made by the DBM to the Service Provider, the Service Provider hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Service Provider, 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.

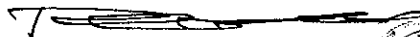
IN WITNESS WHEREOF, the parties hereto have signed this Contract on APR 15 day of 2014, 2014 at Malacanang, Manila, Philippines.


DEPARTMENT OF BUDGET
AND MANAGEMENT


JOINT VENTURE OF TOTAL
INFORMATION MANAGEMENT
CORPORATION AND AUTOMATED
TECHNOLOGIES, INC.

By:

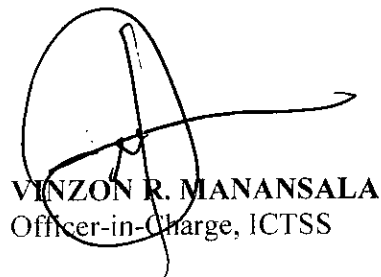
By:


FLORENCIO B. ABAD
Secretary




SALVADOR P. AQUE
Authorized Representative

SIGNED IN THE PRESENCE OF


VINZON R. MANANSALA
Officer-in-Charge, ICTSS

Funds Available:
Jepprey Balara
ESPERANZA Q. IGNACIO
Chief Accountant

0012014-64-000640
64-14-14



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared the following

| NAME | VALID ID | VALID UNTIL |
|-------------------|--------------------------------------|-------------|
| FLORENCIO B. ABAD | DBM ID No. 3706 | 2014 |
| SALVADOR P. AQUE | Driver's License No. N04-80210726 | |

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 "Maintenance of HP Servers" was signed by the parties, and signed/initialed by their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this APR 15 2014 day of _____, 2014.

Doc. No. : 397
Page No. : 8
Book No. : 187
Series of 2014.

RUBEN T. RAMIREZ
NOTARY PUBLIC
Until Dec. 31, 2015
IBP O.R. No. 842556 / 10-30-13 / Pasig
Roll No. 28947 / MCLE-4 No. 0020050
PTR No. 4225649 / 1-2-14 Makati City
APPOINTMENT NO. M-17
2734 AURORA ST., MAKATI CITY
TIN: 125 - 540 - 060

ANNEX A

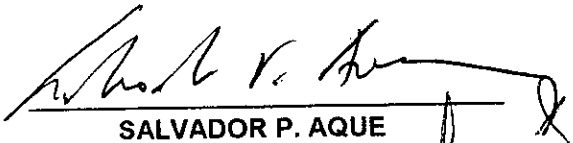
Detailed Breakdown of Cost of Maintenance of HP Servers

March 13, 2014

The Chairperson
DBM-Bids and Awards Committee
Department of Budget and Management
Malacañang, Manila

| Item | Description/Model | Serial Number | Quantity | Unit | Unit Cost (inclusive of VAT) |
|------|--|--|----------|------|--------------------------------------|
| 1 | Comprehensive Maintenance Services for a period of twelve (12) months for the following EQUIPMENT: | | | | |
| | Set A *warranty for the following will expire on June 2014 | | | | |
| | HP BLc7000 Enclosure | SGH 108XEM7 | 1 | Unit | 147,910.75 |
| | Proliant BL460c G7 | CN7108070M CN71080479 CN7108070Q CN7108070N CN7108070H CN7108070K CN7108070R CN7108070P CN7108070L | 9 | Unit | 73,955.38 (total=665,598.38) |
| | HP 8/40 Base 24-ports Enabled SAN Switch | USB104V13W USB104V13H USB104V13J USB104V13N | 4 | Unit | 138,666.33 (total=554,665.31) |
| | HP Integrity rx6600 | SGH5109LXK SGH5109LXJ | 2 | Unit | 342,043.61 (total=684,087.22) |
| | HP Proliant DL360 G7 | CN7108075B CN7108075D | 2 | Unit | 92,444.22 (total=184,888.44) |
| | HP Storage Works X3800 Network Storage Gateway; Monitor-HP TFT7600 G2 KVM LCD | SGH108XJC9 and 2C41033FL5 | 1 | Unit | 647,109.53 |
| | HP TFT7600 G2 KVM LCD Monitor | 2C41033FL5 | 1 | Unit | 110,933.06 |
| | HP Storage Works MSL8096 Tape Library | DEC104076G | 1 | Unit | 739,553.75 |
| | HP Procurve Switch 2910-24G | SG0491P0X0 SG0491P0V5 | 2 | Unit | 64,710.96 (total=129,421.91) |
| | HP 32A HV Core Only Corded PDU | 252663-B33 (machine type) | 6 | Unit | 9,244.42 (total=55,466.53) |
| | HP 16A High Voltage Modular PDU | 252663-B24 (machine type) | 2 | Unit | 7,395.54 (total=14,791.08) |
| | Set B | | | | |
| | HP RX4640 8GB, Intel Itanium 2 | SGH4616AV1 SGH4616ATL | 2 | Unit | 277,332.66 (total=554,665.32) |
| | HP EVA4000 2CID Array | SGH0618P1R | 1 | Unit | 554,665.31 |

| | | | | |
|---------------------------------|--|---|------|---------------------------------|
| HP ML370T04 X3.6/800-2M Svr A/P | SGH617X1T1 SGH617X1T2 | 2 | Unit | 73,955.38 (total=147,910.75) |
| HP DL380R04 X3.2/800-2M A/P | SGH617X1ST SGH617X1SU SGH613X1A2 SGH617X1SP SGH617X1SS | 5 | Unit | 55,466.53 (total=277,332.66) |
| TOTAL | | | | Php 5,469,000.00 |


SALVADOR P. AQUE
*Official Representative of the Joint Venture of
 Total Information Management Corporation &
 Automated Technologies, Inc.*

Duly authorized to sign Bid for and on behalf of the Joint Venture of Total Information Management Corporation and Automated Technologies, Inc.

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Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

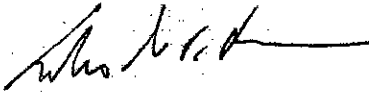
| Item | Description/Model | Serial Number | Quantity | Unit | Delivery Schedule | |
|------|--|--|----------|------|---|--|
| 1 | Comprehensive Maintenance Services for a period of twelve (12) months for the following EQUIPMENT: | | | | Within three (3) working days from receipt of Notice to Proceed | |
| | Set A * warranty for the following will expire on June 2014 | | | | | |
| | HP BLc7000 Enclosure | SGH 108XEM7 | 1 | Unit | | |
| | Proliant BL460c G7 | CN7108070M CN71080479 CN7108070Q CN7108070N CN7108070H CN7108070K CN7108070R CN7108070P CN7108070L | 9 | Unit | | |
| | HP 8/40 Base 24-ports Enabled SAN Switch | USB104V13W USB104V13H USB104V13J USB104V13N | 4 | Unit | | |
| | HP Integrity rx6600 | SGH5109LXK SGH5109LXJ | 2 | Unit | | |
| | HP Proliant DL360 G7 | CN7108075B CN7108075D | 2 | Unit | | |
| | HP Storage Works X3800 Network Storage Gateway; Monitor-HP TFT7600 G2 KVM LCD | SGH108XJC9 and 2C41033FL5 | 1 | Unit | | |
| | HP TFT7600 G2 KVM LCD Monitor | 2C41033FL5 | 1 | Unit | | |
| | HP Storage Works MSL8096 Tape Library | DEC104076G | 1 | Unit | | |
| | HP Procurve Switch 2910-24G | SG049IP0X0 SG049IP0V5 | 2 | Unit | | |
| | HP 32A HV Core Only Corded PDU | 252663-B33 (machine type) | 6 | Unit | | |
| | HP 16A High Voltage Modular PDU | 252663-B24 (machine type) | 2 | Unit | | |
| | Set B | | | | | |
| | HP RX4640 8GB, Intel Itanium 2 | SGH4616AV1 SGH4616ATL | 2 | Unit | | |
| | HP EVA4000 2CID Array | SGH0618P1R | 1 | Unit | | |
| | HP ML370T04 X3.6/800-2M Svr A/P | SGH617X1T1 SGH617X1T2 | 2 | Unit | | |
| | HP DL380R04 X3.2/800-2M A/P | SGH617X1ST SGH617X1SU SGH613X1A2 SGH617X1SP SGH617X1SS | 5 | Unit | | |

(Con't)

| Item | Description/Model | Serial Number | Quantity | Unit | Delivery Schedule |
|------|--|---------------|----------|------|--|
| 2 | Provision of Call-to-repair Service (24 hours repair and uptime commitment). | | | | Within two (2) hours from receipt of notice from DBM-ICTSS |
| 3 | Provision of remote problem diagnostic and support. | | | | Within two (2) hours from receipt of notice from DBM-ICTSS |
| 4 | Provision of Proactive Sheet services. (DBM have an option on where and when to use it) | | | | Conduct unit check by two (2) working days from receipt of notice from DBM-ICTSS |
| 5 | Installation of Insight Remote Support (value added service and remote support of HP servers networking and storage, 24x7) | | | | Within three (3) working days from receipt of Notice to Proceed |

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

JV of Total Information
Management &
Automated Technologies,
Inc.


Salvador P. Aque

Feb. 26, 2014

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Bidders must state either "Comply" or "Not Comply" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

| ITEM/DESCRIPTION | BIDDER'S STATEMENT OF COMPLIANCE |
|---|----------------------------------|
| <p>The SERVICE PROVIDER shall render the maintenance service for a period of twelve (12) months from the notification date for the following EQUIPMENT: Set A * warranty for the following will expire on June 2014</p> | |
| 1. One (1) HP BLc7000 Enclosure, SN: a. SGH 108XEM7 | Comply |
| 2. Nine (9) Proliant BL460c G7, SN: a. CN7108070M b. CN71080479 c. CN7108070Q d. CN7108070N e. CN7108070H f. CN7108070K g. CN7108070R h. CN7108070P i. CN7108070L | Comply |
| 3. Four (4) HP 8/40 Base 24-ports Enabled SAN Switch, SN: a. USB104V13W b. USB104V13H c. USB104V13J d. USB104V13N | Comply |
| 4. Two (2) HP Integrity rx6600, SN: a. SGH5109LXK b. SGH5109LXJ | Comply |
| 5. Two (2) HP Proliant DL360 G7, SN: a. CN7108075B b. CN7108075D | Comply |
| 6. One (1) HP Storage Works X3800 Network Storage Gateway, Monitor-HP TFT7600 G2 KVM LCD, SN: a. SGH108XJC9 and 2C41033FL5 | Comply |
| 7. One (1) HP TFT7600 G2 KVM LCD Monitor, SN: a. 2C41033FL5 | Comply |
| 8. One (1) HP Storage Works MSL8096 Tape Library, SN: a. DEC104076G | Comply |
| 9. One (1) HP Procurve Switch 2910-24G, SN: a. SG049IP0X0 b. SG049IP0V5 | Comply |
| 10. Six (6) HP 32A HV Core Only Corded PDU, SN: a. 252663-B33 (machine type) | Comply |
| 11. Two (2) HP 16A High Voltage Modular PDU, SN: a. 252663-B24 (machine type) | Comply |

(Con't)

| ITEM/DESCRIPTION | BIDDER'S STATEMENT OF COMPLIANCE |
|---|----------------------------------|
| <p>Set B</p> <p>1. Two (2) HP RX4640 8GB, Intel Itanium 2, SN: a. SGH4616AV1 b. SGH4616ATL</p> <p>2. One (1) HP EVA4000 2CID Array, SN: a. SGH0618P1R</p> <p>3. Two (2) HP ML370T04 X3.6/800-2M Svr A/P, SN: a. SGH617X1T1 b. SGH617X1T2</p> <p>4. Five (5) HP DL380R04 X3.2/800-2M A/P, SN: a. SGH617X1ST b. SGH617X1SU c. SGH613X1A2 d. SGH617X1SP e. SGH617X1SS</p> | Comply |
| <p>The SERVICE PROVIDER shall use reasonable effort, by all means, to return the covered hardware to operating condition within 24 hours of the initial request to the Service Provider Response Center. Call-to-repair time refers to the period of time that begins when the initial service request is logged at Response Center and ends the Service Center's determination that hardware is repaired. On top of the 24-hour repair and uptime commitment, the Service Provider shall also be capable of doing remote problem diagnostic and support and must have 24 x 7 coverage window.</p> | Comply |
| <p>The SERVICE PROVIDER shall maintain an inventory of the critical replacement parts for call-to-repair service requirements. These parts are managed to allow continuous availability and are always accessible to customer support engineers responding to a support request.</p> | Comply |
| <p>The SERVICE PROVIDER shall commit assurance for benefits on increase business productivity due to improved uptime, predictable repair times, consistent level of support across multi-technology system.</p> | Comply |
| <p>Aside from Call-to-Repair or normal-fix/reactive services. The SERVICE PROVIDER must also have an offering for Proactive Sheet services to have a better support experience - a good balance of reactive and proactive support services. The DBM can have the option where and when to use the service (example of this Proactive Sheet is by having simplified, up-to-date patch and firmware management) - thus attaining the optimal performance and availability of the DBM servers as well as minimizing the most common causes of downtime.</p> | Comply |

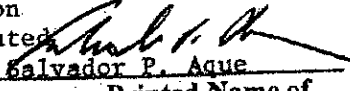
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| ITEM/DESCRIPTION | BIDDER'S STATEMENT OF COMPLIANCE |
|--|----------------------------------|
| The SERVICE PROVIDER must offer DBM the access to a list of flexible and customizable proactive service activities, selectable menus of services both on technology and process needs, improved time to resolution, assignment of account support manager, and credits redeemable for specific service activities of DBM choice as to be agreed in the proactive delivery plan. | Comply |
| At no extra cost as part of the maintenance support agreement, the SERVICE PROVIDER must be able to install the Insight Remote Support to achieve higher levels of infrastructure availability and reduce operating costs without compromising the security. This value added service delivers secure remote support to HP servers, networking and storage, 24 x 7 for a constant remote monitoring all the time, automated notification every time and accurate resolution in less time. | Comply |

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

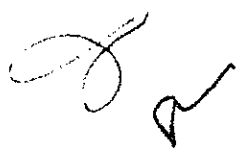
Joint Venture of Total Information
Management Corporation and Automated
Technologies, Inc.

Name of Company/Bidder



Signature over Printed Name of
Representative

Date February 21, 2014



General Conditions of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in **Error! Reference source not found.**
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the

Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB Clause Error! Reference source not found.**
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing,

pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Error! Reference source not found.**
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

- 19.1 Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity

stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB Clause Error! Reference source not found.**;
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1.1(g) | The Procuring Entity is the Department of Budget and Management . |
| 1.1(i) | The Supplier is |
| 1.1(j) | The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriation under the FY 2014 General Appropriations Act in the annual amount of Five Million Six Hundred Thousand Pesos (₱5,600,000.00) . |
| 1.1(k) | The project site is: Department of Budget and Management DBM Bldg. III, Ground Floor, General Solano St., San Miguel, Manila |
| 5.1 | <u>The Procuring Entity's address for Notices is :</u> Department of Budget and Management Administrative Service DBM Building III, Gen. Solano St. San Miguel, Manila Tel No. (02) 735-4902 Fax No. (02) 735-4979 <u>The Supplier's address for Notices is:</u> <i>[to be inserted at time of contract award].</i> |
| 6.2 | No further instructions. |
| 9. | For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR. |
| 10.2 | No further instructions. |
| 10.4 | No further instructions. |
| 13.4 (c) | No further instructions. |
| 16.1 | Not applicable. |

| | |
|------|---|
| 17.3 | No additional provision. |
| 17.4 | No further instructions. |
| 21.1 | If applicable, all partners to the joint venture shall be jointly and severally liable to the procuring entity. |

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this 19th day of February 2014 at Makati City, Philippines by and among:

TOTAL INFORMATION MANAGEMENT CORPORATION, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 5600 Sergio Osmeña Highway, Makati City, represented by its **President, SALVADOR P. AQUE** hereinafter referred to as "TIM";

-and-

AUTOMATED TECHNOLOGIES, INC., a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3/F 5600 Sergio Osmeña Highway, Makati City, represented by its **Vice President, JOSE B. MAGALONG** hereinafter referred to as "ATI";

(Henceforth collectively referred to as the "Parties")

THAT the parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the **DEPARTMENT OF BUDGET AND MANAGEMENT**;

| NAME OF PROJECT |
|----------------------------------|
| Maintenance of HP Servers |

That the parties agree to be jointly and severally liable for the adherence to the Instruction to Bidders and the performance of the obligations of the parties in accordance with the Project Contract.

That the parties agree that TIM shall be the lead partner of the Joint Venture and, as such, shall, (a) be authorized to transact with **Department of Budget and Management** with respect to the bidding; (b) monitor and assure compliance with all requirements under the applicable laws, rules, and regulations relating to government procurement contracts, as well as those to be provided by the Department of Budget and Management, including, but not limited to, the collation and preparation of all eligibility requirements; preparation and submission of the bid documents, and compliance with the conditions for the award of the Project; and (c) to receive payments and instructions in behalf of the Joint Venture.

That the parties agree that **SALVADOR P. AQUE**, of TIM, shall be the **Official Representative/s of the Joint Venture**, and is granted full power and authority to be the Joint Venture's true and lawful Attorney-in-Fact with full and special power and authority to:

1. sign as the authorized representative of the Joint Venture in the bidding;
2. execute, sign, and deliver all necessary or appropriate deeds, papers, applications, forms, instruments, contracts and documents, and in general, to do any and all acts or deeds required to implement and give full force and effect to the foregoing;
3. do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively as the Joint Venture may do and if personally present with full power of substitution and revocation. However, should the Department of Budget and Management require all parties to sign the documents including the final Project Contract, upon award thereof, the signatories under this Agreement shall be the authorized signatories therefore.

HEREBY GIVING AND GRANTING unto said Attorney-in-Fact full power and authority to do and perform any and all other acts and things necessary and proper to be done as fully to all intents and purposes as the Joint Venture might or could lawfully do if personally present, and hereby ratifying and confirming all that the said Attorney-in-Fact has lawfully done or caused to be done on behalf of the Joint Venture by virtue of these presents.

Subject to the award of the final Contract to the Joint Venture, the parties agree that the participation of the parties in the Joint Venture shall be as follows:

- TIM - Sixty Percent (60%)
- ATI - Forty Percent (40%)

That each party represents and warrants that it has the necessary legal capacity and has obtained all the proper corporate and other approvals required to execute, deliver, and perform its obligations in this Agreement, and all such approvals shall remain valid and effective.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by all parties.


IN WITNESS WHEREOF, we have signed these presents this 19th day of February 2014, Makati City.

**TOTAL INFORMATION MANAGEMENT
CORPORATION**



SALVADOR P. AQUE
President

AUTOMATED TECHNOLOGIES, INC.



JOSE B. MAGALONG
Vice President



STRONGHOLD INSURANCE COMPANY, INCORPORATED

ACKNOWLEDGEMENT

Republic of the Philippines)
Makati City) S.S

SIDE BOND NO. 87468
G/13140-153/16

In Makati City Philippines, 1st day of April, 2014 personally appeared before me

| NAME | Residence Cert. No. | ISSUED | |
|------------------------------------|------------------------|-------------|----------|
| | | At | On |
| STRONGHOLD INSURANCE COMPANY, INC. | 00146091 | Makati City | 01/08/14 |
| ROMULO I. DELOS REYES JR. | XX6160092 | DFA Manila | 12/15/12 |

and ROMULO I. DELOS REYES JR. with Comm. Tax. Cert. No. XX6160092 issued at DFA Manila on 12/15/12 for and in behalf of STRONGHOLD INSURANCE CO., INC. with comm. Tax Cert. No. 00146091 issued at Makati City on 01/08/14 to me known to be the same persons who signed and executed the foregoing instrument and knowledge before me that same is of their own voluntary act and deed.

In WITNESSES Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

Doc. No. 382
Page No. 30
Book No. VI
Series of 2014

[Signature]
FLORENTINO H. GARCES
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2014
PTR No. 2544372 MANILA
ROLL NO. 8897
TIN-127-480-033

Republic of the Philippines)
Makati City) S.S

ROMULO I. DELOS REYES JR. of STRONGHOLD INSURANCE CO., INC. having been duly sworn, states and deposes that the STRONGHOLD INSURANCE CO., INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines, and that it is actually worth the amount specified in the foregoing undertaking to wit ONE MILLION SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED & 00/100 Pesos. (PHP 1,640,700.00) Philippine Currency, over and above all your debts and obligations and properly exempt from execution.

STRONGHOLD INSURANCE CO., INC.
By: *[Signature]*
ROMULO I. DELOS REYES JR.
President & General Manager

Subscribed and sworn to before me this 1st day of April, 2014 at Makati City, Philippines. Affidavit submitted to me his Comm. Tax Certificate and that the Corporation, as above mentioned

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Book No. VI
Series of 2014

[Signature]
FLORENTINO H. GARCES
NOTARY PUBLIC CITY OF MANILA
UNTIL DECEMBER 31, 2014
PTR No. 2544372 MANILA
ROLL NO. 8897
TIN-127-480-033

act to



STRONGHOLD INSURANCE COMPANY, INCORPORATED

PERFORMANCE BOND

SICI NO.: 87469
G(13)-HO-153416

KNOW ALL MEN BY THESE PRESENTS:

That we, **TOTAL INFORMATION MANAGEMENT CORPORATION AND AUTOMATED TECHNOLOGIES INC. (JV)**-5600 Sergio Osmeña Highway, Makati City, as Principal, and **STRONGHOLD INSURANCE CO., INC.**-17/F Security Bank Centre, 6776 Ayala Avenue, Makati City, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto the **DEPARTMENT OF BUDGET AND MANAGEMENT**, as obligee in the sum of **PESOS: ONE MILLION SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED & 00/100 (PHP 1,640,700.00)** Only, Philippine Currency, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly and severally firmly by these presents.

WHEREAS, The **CONDITIONS OF THIS OBLIGATIONS ARE AS FOLLOWS:**

Comply with the project Maintenance of HP Server's. This bond is callable on demand.

Provided however that the liability of the Surety Company under this bond shall be proportionately decreased by the percentage of completion of work and materials used in this job.

WHEREAS, the liability of the Surety Company under this bond shall in no case exceed the sum of **PESOS: ONE MILLION SIX HUNDRED FORTY THOUSAND SEVEN HUNDRED & 00/100 (PHP 1,640,700.00)** Only, Philippine Currency, inclusive of interest, attorney's fee and other damages, and shall not be liable for any advances of the Obligee to the Principal;

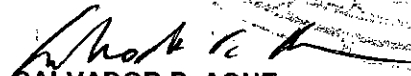
WHEREAS, said contract requires the said Principal to give a good and sufficient bond in the above-stated sum to secure the full and faithful performance on its part of said contract;

NOW THEREFORE, if the Principal shall perform well and truly and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract, then, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety company under this bond shall expire on **April 1, 2015** and the bond is deemed absolutely cancelled **Ten (10)** days thereafter.

IN WITNESS WHEREOF, we have set our hands and signed our names at **MAKATI CITY** this 1st day of **April, 2014**.

TOTAL INFORMATION MANAGEMENT CORPORATION & AUTOMATED TECHNOLOGIES INC. (JV)


SALVADOR P. AQUE
President
(Principal)

STRONGHOLD INSURANCE CO., INC.
(Surety)
TIN NO 000-664-224


ROMULO I. DELOS REYES JR.
President & General Manager

SIGNED IN THE PRESENCE OF:

Witness


JUVY LECIAS ORCULLO
Witness



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

NOTICE OF AWARD

March 31, 2014

MR. SALVADOR P. AOUE

Authorized Representative

Joint Venture of Total Information Management
Corporation and Automated Technologies Inc.
5600 South Superhighway, Makati City

Dear **Mr. Aque**:

We are pleased to inform you that the contract for the project, "Maintenance of HP Servers" is hereby awarded to your company in the amount of Five Million Four Hundred Sixty Nine Thousand Pesos (P5,469,000.00).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184, within ten (10) calendar days upon receipt of this Notice.

Very truly yours,


FLORENCIO B. ABAD

Secretary





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

NOTICE TO PROCEED

April 15, 2014

MR. SALVADOR P. AQUE
Authorized Representative
Joint Venture of Total Information Management
Corporation and Automated Technologies Inc.
5600 South Superhighway, Makati City

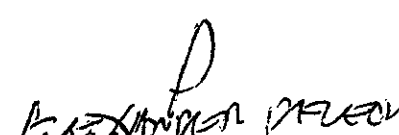
Dear Mr. Aque:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Maintenance of HP Servers," shall commence upon receipt of this Notice to Proceed.

Very truly yours,


FLORENCIO B. ABAD
Secretary




Received by:
Date Received: April 15, 2014