

CONTRACT No. 2017-09
DBM DATA CENTER SUPPORT SERVICES

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

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

- and -

MAXIMUM DATA INFRASTRUCTURE TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at TVJM Center, 81 Maysilo Circle corner San Francisco St., Plainview, Mandaluyong City, represented by **MARNELLI JADE B. PASTOR**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "DBM Data Center Support Services," and the bid of the Supplier is in the amount of Ten Million Fifty Eight Thousand Pesos (P10,058,000.00) for two years, hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last January 11, 2017, and the Supplier posted its performance security on January 20, 2017;

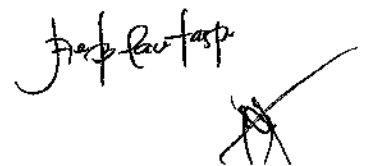
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.

2. The following documents shall form and be read and construed as part of this Contract:

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

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

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4. The DBM hereby covenants to pay the Supplier, 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 **FEB 03 2017** day of _____, 2017 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT

MAXIMUM DATA INFRASTRUCTURE
TECHNOLOGIES, INC.

by:

by:


BENJAMIN E. DIOKNO
Secretary

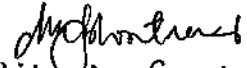

MARNELLI JADE B. PASTOR
Account Manager

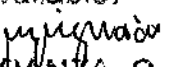
SIGNED IN THE PRESENCE OF


VINZON R. MANANSALA

OIC-Director IV

Information and Communications Technology
Systems Service


Marilite B. Contreras
Accounting Officer

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

ORCA 021011012017-02-000125
2/2/2017

ACKNOWLEDGMENT

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 _____, 2017 personally appeared the following: **FEB 03 2017**


NAME	VALID ID	VALID UNTIL
BENJAMIN E. DIOKNO	DBM ID No. 0005	
MARNELLI JADE B. PASTOR	UNIFIED ID CRN-0034-0644196-9	

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 DBM Data Center Support Services was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2017. **FEB 03 2017**

Doc. No 926
Page No 46
Book No XVII
Series of 2017.


ATTY. JOSELYN BONNIE V. VALEROS
 NOTARY PUBLIC, ROLL NO. 54515
 PTR No. 8921026 Issued on: Dec. 27, 2016 Until Dec. 31, 2017
 IBP Life No. 723058 Issued on: Aug. 21, 2007
 Commission No. 2016-069 Issued on: April 06, 2016, Until Dec. 31, 2017
 MCLE No. V-0022298 Issued on June 14, 2016 Valid until April 14, 2019
 Office Add: Imperial Bayfront Tower, 1642 A. Mabini, Manila
 TIN No. 215-945-713-000

Bid Form

Date: December 20, 2016

To: **Department of Budget and Management (DBM)**
General Solano St. San Miguel Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "**DBM Data Center Support Services**," in conformity with the said Bidding Documents for the sum of Ten Million Fifty Eight Thousand Pesos Only (Php 10,058,000.00).

	PARTICULARS	Quantity	Annual Cost for the 1 st Year (Inclusive of VAT) (A)	Annual Cost for the 2 nd Year (Inclusive of VAT) (B)
1	Regular Preventive Maintenance Services for the Data Center Equipment and Components as stated in the Technical Specifications	two (2) regular visits per quarter for checkup and monitoring and one (1) regular visit per quarter for preventive maintenance	(Annual Cost = cost per Quarter x 4) Php 3,750,000.00 (=Php 937,500.00 per quarter x 4)	(Annual Cost = cost per Quarter x 4) Php 3,750,000.00 (=Php 937,500.00 per quarter x 4)
2	Provision of Integrated Monitoring System (IMS) with inclusion of 1x48 inch monitor	1 unit	Php 558,000.00	n/a
3	One (1)-time CCTV upgrade		Php 1,500,000.00	n/a
4	One (1)-time refill of 12 units of argonite gas, optional and per need basis	12 units	Php 500,000.00	n/a
SUBTOTAL			Php 6,308,000.00	Php 3,750,000.00
TOTAL (A + B)			Php 10,058,000.00 <i>Justo Lacasas</i>	

Justo Lacasas
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We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 20th day of December 2016.

Jack Lauterbach
[signature]

Account Manager
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Maximum Data Infrastructure Technologies Inc.

Jack Lauterbach
msf
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	<p>CPU Superserver SN: S5AFBMT10106149</p> <p>Monitor, Redfox SN: PY0708RF179900437</p>		
	<ul style="list-style-type: none"> One (1) set of fire suppression system (Argonite F-38-2000) 12 argonite cylinder assembly 80L capacity Raised Floor System Twenty-seven (27) units of Data Center Cabinet, 42 U x 600mm x 1100 mm rack 5p, Emerson Knurr Miracel (with environmental rack monitoring) Property Numbers: IT-12-H-10-08-1-1 to IT-12-H-10-08-1-27 Two (2) units of 40kVA UPS Powerware 9355 UPS System Serial Numbers: 2C26KXX1, 2C26KXX02 Two (2) units of 20TR PACU Liebert DS Precision cooling, air cooled unit, down blast, parallel redundant setup Serial Numbers: CO9LBE0274, CO9LBE0273 Water leak detection system <p>CCTV system:</p> <ul style="list-style-type: none"> Fourteen (14) camera units One (1) CCTV control system One (1) network video recorder One (1) network switch <p>After upgrading:</p> <ul style="list-style-type: none"> One (1) UPS One (1) VMS Server/ Workstation One (1) monitor 	<p>two (2) visits for checkup and monitoring and one (1) regular visit for Preventive Maintenance per quarter</p>	<p>As determined by the DBM-ICTSS</p>
4.	<p>One (1)-time upgrade of CCTV system</p> <ul style="list-style-type: none"> Fourteen (14) camera units One (1) network video recorder One (1) network switch One (1) UPS One (1) VMS Server/ Workstation One (1) monitor 		<p>1st quarter of the 1st year implementation</p>

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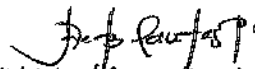
5.	Provision of Emergency Service Call (in times of natural calamity or man-made disasters)		<ul style="list-style-type: none"> • Man made disaster – Maintenance personnel shall be available in the DBM premises within two (2) to four (4) hours upon receipt of service call by email, text or phone from authorized personnel of DBM-ICTSS. • Natural Calamity – Response time for emergency assistance caused by natural calamity shall be within forty-eight (48) hours. • Three (3) incidents of non-compliance to the required response time shall be equivalent to one (1) day of delay which shall be subject to liquidated damages.
6.	Provision of one-time refill of 12 units of argonite gas		<ul style="list-style-type: none"> • Refill of argonite gas is only when necessary • No refill, no charges shall apply
7.	Proof of competency: <ul style="list-style-type: none"> • Training Certification in Fire Systems Design, Configuration, and Installation • Training Certification in UPS Handling and Installation • Training Certification in Surveillance System (CCTV and Video Surveillance) • Training Certification in PACU System 		To be submitted during Post-Qualification

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

MAXIMUM DATA INFRASTRUCTURE

TECHNOLOGIES INC.

Name of Company/Bidder



MARNELLI JADE B. PASTOR

Signature over Printed Name of Representative

DECEMBER 19, 2016



Date


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Section VII. Technical Specifications

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

Item	Specification	Bidder's Statement of Compliance
1.	<p>Bidder's Technical Competency Requirements</p> <p>a. Must have completed Data Center projects involving design and build-out within the last five (5) years.</p> <p>b. Must have maintained at least two (2) Data Center facilities and/or its related components within the last five (5) years.</p> <p>c. Must have a Project Manager/Maintenance Administrator, or equivalent, who is trained in handling Data Center facilities and/or its related components.</p> <p>d. Must have a Safety Organization of the Philippines (SOPI) Certificate of Membership.</p> <p>e. Must have a licensed technical engineer who is trained in Fire Systems Design, Configuration, and Installation.</p> <p>f. Must have a licensed technical engineer who is trained in UPS handling and installation.</p> <p>g. Must have a licensed technical engineer who is trained in surveillance system (CCTV and video surveillance).</p> <p>h. Must have a licensed technical engineer who is trained in PACU system.</p> <p>i. Must have the following Licensed Engineers who must be registered as STE:</p> <ul style="list-style-type: none"> ● Electrical Engineer ● Mechanical Engineer ● Electronics and Communications Engineer 	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>


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2.	The SERVICE PROVIDER shall render maintenance service from the notification date for the following Data Center EQUIPMENT and COMPONENTS	COMPLY
1.0 Power components:		
1.1 Testing of circuit breakers and switches		COMPLY
1.2 Perform load balancing in coordination with the DBM authorized technician/engineers to prevent power overload and other power issues		COMPLY
1.2.1 Study the system load during the actual operation		COMPLY
1.2.2 Determine the unbalance phase load		COMPLY
1.2.3 Transfer/reconfigure load to balance the phase load		COMPLY
1.2.4 Monitor the balanced current load		COMPLY
1.2.5 Project the additional load per phase		COMPLY
1.2.6 Re-balance the load as the change arises		COMPLY
1.3 Calibration of protective relays		COMPLY
1.4 Perform Megger Testing		COMPLY
1.5 Identification of potential electrical problems		COMPLY
1.6 Survey and identify high temperature excursions		COMPLY
1.7 Switchgear cleaning and inspection		COMPLY
1.8 Cleaning and tightening of all electrical connections and equipment enclosures		COMPLY
1.9 Replacement of lighting fixture		COMPLY
1.10 Replacement of defective power outlets and related components		COMPLY
1.11 Updating of as-built documentation		COMPLY
1.12 Checking of electrical connection for all DC components such as PACU, UPS, Generator Set, ATS, Fire Suppression System, Security Access, Video Surveillance and Water Leak Detector System.		COMPLY
2.0 Surveillance System:		COMPLY
2.1 Regular Maintenance		COMPLY
2.1.1 Check cameras in accordance with the specification and any amendment.		COMPLY
2.1.2 Check condition of indicator lamps.		COMPLY
2.1.3 Check that all cables and conduits are properly supported, undamaged and showing no signs of wear and tear.		COMPLY
2.1.4 Check the picture quality of each camera and correct monitor selection.		COMPLY
2.1.5 Clean camera housings and lenses.		COMPLY
2.1.6 Check camera functions and movements, and ensure that fields of view are free from any obstruction.		COMPLY


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2.1.7	Check overall performance of the system.	COMPLY
2.1.8	Check if the NVR and DVR are recording properly.	COMPLY
2.1.9	Check the status of the storage if it reached the maximum capacity	COMPLY
2.1.10	Check communication and recordings of all IP cameras with the NVR.	COMPLY
2.1.11	Check communication and recordings of all analog cameras with the DVR.	COMPLY
2.1.12	Check if all storage devices are functioning properly.	COMPLY
2.1.13	Check all connections to ensure that AC plugs are not loose and cable power is not frayed.	COMPLY
2.1.14	Check running condition of all control equipment.	COMPLY
2.1.15	Check functionality of the Monitoring Servers, their mouse, keyboard, and related peripherals.	COMPLY
2.1.16	Clean monitor screen, control panel and keyboard with diluted cleaning solution.	COMPLY
2.1.17	Check monitor for proper brightness and contrast.	COMPLY
2.1.18	Provision of spare IP-based and analog camera units per installed model.	COMPLY
2.1.19	Maintenance and updates of video analytics management software.	COMPLY
2.2	One (1)-time Upgrade of CCTV system	COMPLY
2.2.1	Provision of new CCTV system following the minimum specifications per attached technical specifications	COMPLY
2.2.2	Lay-out of cabling for the new IP-based CCTVs, installation, configuration/operation of CCTV cameras within the Data Center and ICTSS area.	COMPLY
2.2.3	Dismantling of the old CCTVs.	COMPLY
2.2.4	Walk-through of the system and formal training on the operation and administration prior to acceptance.	COMPLY
2.2.5	Network related assistance in the implementation and integration of the system to the enterprise network in collaboration with Incuventure Partners Corporation (IPC).	COMPLY
3.0 Biometrics Access Control System:		
3.1	Visual inspection of all internal sub-assemblies and major components.	COMPLY
3.2	Hardware troubleshooting and problem isolation as needed.	COMPLY
3.3	Replacement of defective parts as needed.	COMPLY
3.4	Maintenance and version updates of security management software.	COMPLY
3.5	Checking of primary and backup power supply.	COMPLY
3.6	Cleaning and maintenance inspection of the access control unit including its peripherals such as the electromagnetic lock mechanism, push-to-exit button, as necessary.	COMPLY

4.0 Fire Suppression System:	COMPLY
4.1. Inspection of Devices	COMPLY
4.1.1 Hazard Enclosure	COMPLY
4.1.1.1 Check original installation for any changes and that equipment have not been replaced, modified, or relocated. Verify if the hazard volume is still the same, and no walls or partition has been added.	COMPLY
4.1.1.2 Verify that protected rooms are effectively sealed against any significant air leaks that could result to agent leakage and a failure of the enclosure to hold the specified agent concentration level for the specified holding period.	COMPLY
4.1.2 Agent Cylinder	COMPLY
4.1.2.1 Verify that containers and brackets are securely fastened. Check mounting position of horizontally mounted containers.	COMPLY
4.1.2.2 Verify the status of agent in each cylinder.	COMPLY
4.1.2.3 Check all container pressure gauges.	COMPLY
4.1.2.4 Check Solenoid Valve/Gas Cartridge Actuator leads and wiring to agent release modules for corrosion and loose or broken wires.	COMPLY
4.1.3 Mechanical Piping and Nozzles	COMPLY
4.1.3.1 Verify discharge nozzles and pipe size.	COMPLY
4.1.3.2 Verify that piping joints & discharge nozzles are securely fastened.	COMPLY
4.1.3.3 Verify piping distribution system internally to detect the presence of any oil or particulate matter soiling the hazard area or affecting the agent distribution due to a reduction in the effectiveness of the nozzle orifice area.	COMPLY
4.1.3.4 Verify that the nozzle deflectors are positioned to obtain maximum benefits.	COMPLY
4.1.3.5 Verify if discharge nozzle, pipe and fittings are for repair or replacement.	COMPLY
4.1.4 Mechanical Pipe Supports and Braces	COMPLY
4.1.4.1 Inspect pipe support hangers and braces for looseness, corrosion, and physical damage.	COMPLY
4.1.5 Fire Detection, Alarm, Releasing Devices, and Peripherals	COMPLY
4.1.5.1 Verify that all wiring systems are properly installed in compliance with local codes and system drawings.	COMPLY
4.1.5.2 Verify control panels.	COMPLY
4.1.5.3 Check all end-of-line resistors.	COMPLY
4.1.5.4 Verify alternating current (ac) and direct current (dc) wirings.	COMPLY

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4.1.5.5	Verify all field circuits.	COMPLY
4.1.5.6	Check that the control panel power supplied to the control unit from a separate dedicated source will not shut down on system operation	COMPLY
4.1.5.7	Verify that availability of adequate and reliable primary and 24-hour minimum standby sources of energy are used to provide for operation of the detection, signaling, control, and actuation requirements of the system.	COMPLY
4.1.5.8	Verify that all auxiliary functions for proper operation are in accordance with system requirements.	COMPLY
4.1.5.9	Verify that detection devices are in the proper type and location.	COMPLY
4.1.5.10	Verify condition of detectors.	COMPLY
4.1.5.11	Verify that manual pull stations are properly installed, readily accessible, accurately identified, and properly protected to prevent damage.	COMPLY
4.1.5.12	Verify that all manual stations which shall be used to release agents require two separate and distinct actions for operation and are properly identified.	COMPLY
4.1.5.13	Verify that the main/reserve switches are properly installed, readily accessible, and clearly identified.	COMPLY
4.2.	System Testing	COMPLY
4.2.1	Disable each agent storage container release mechanism so that activation of the release circuit will not release agent.	COMPLY
4.2.2	Verify that the control panel is connected to a dedicated circuit and labeled properly.	COMPLY
4.2.3	Verify that control panel is readily accessible, yet restricted from unauthorized personnel.	COMPLY
4.2.4	Using smoke tester, check each detector for proper response. Verify that all alarm functions occur according to design specification.	COMPLY
4.2.5	Operate the necessary circuit to initiate a second alarm circuit, if present. Check each detector for proper response. Verify that all second alarm functions occur according to design specifications.	COMPLY
4.2.6	Operate manual release. Verify that manual release functions occur according to design specifications.	COMPLY
4.2.7	Operate abort switch circuit, if supplied. Verify that abort functions are according to design specifications.	COMPLY
4.2.8	Test all supervised circuits for proper trouble response.	COMPLY

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<p>4.2.9 Operate one of each type of input device while on standby power. Verify that an alarm signal is received at the remote panel after device is operated. Reconnect primary power supply.</p> <p>4.2.10 Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at the remote station.</p> <p>4.2.11 The system shall be returned to its fully operational design condition.</p> <p>4.3. Replacement of defective argonite components as determined.</p> <p>4.4. Provision of handheld, stand-alone fire suppression cylinder as service unit during the refill process and until the actual argonite cylinder has been re-installed.</p> <p>4.5. Retesting of the entire fire suppression system upon installation of any replaced device or component</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
<p>5.0 Raised Floor System:</p> <p>5.1 Solid and perforated panel rotation for even wear</p> <p>5.2 Understructure adjustments</p> <p>5.3 Replacement of broken edge trim</p> <p>5.4 Replacement of warped panels</p> <p>5.5 Refurbish delaminated panels</p> <p>5.6 Sub-micron filter vacuuming</p> <p>5.7 Sealant applied to sub flooring</p> <p>5.8 Spot cleaning to remove stains</p> <p>5.9 Professional surface cleaning.</p> <p>5.10 Detail cleaning of entry points</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
<p>6.0 Emerson Knurr Miracel Racks with Power Distribution Units (PDUs):</p> <p>6.1 Surface cleaning</p> <p>6.2 Check for possible defective or worn out power strips, replace if necessary.</p> <p>6.3 Check for possible defective or worn out accessories such as axial fan and door lock. replace if necessary.</p> <p>6.4 Provision for additional cable organizer, hooks, latch straps, and pull-out shelf.</p> <p>6.5 Visual inspection of all parts of the data cabinet, including panels, door, rack mounting rail, caser, rack connector, cable routing panel, and cantilever arm.</p> <p>6.6 Ensure that the ventilation is sufficient to cope with the heat dissipated by the equipment inside the data cabinet.</p> <p>6.7 Checking of mounting nuts, adapter, brackets, and multifunction strut</p> <p>6.8 Cable harnessing</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>

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<p>7.0 Eaton Powerware UPS:</p> <p>7.1 Periodic maintenance services for the UPS unit and battery system to be performed on a mutually agreed schedule.</p> <p>7.2 All the necessary spare parts or consumable items to maintain the UPS must be allotted from stock inventory.</p> <p>7.3 Conduct on-site inspection of the equipment, and check the integrity of any electrified hinges or similar power-transfer devices.</p> <p>7.4 Replace batteries as necessary, and fine-tune each opening.</p> <p>7.5 Check current UPS installation condition. Installation should be in accordance with the manufacturer's guideline and wiring regulations.</p> <p>7.6 Provide necessary recommendation to expand the life of the equipment.</p> <p>7.7 Perform appropriate preventive measures to keep the UPS in good and running condition, and ensure that the ventilation is capable of maintaining the DC within recommended ambient temperature and humidity.</p> <p>7.8 Perform power failure simulation to check charging and discharging capacity of the battery.</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
<p>8.0 PACU:</p> <p>8.1 Inspection and regular preventive maintenance of PACU units and ensure that they are working on optimum level.</p> <p>8.2 Check and replace worn-out parts, including filters, fan belts and other consumable components.</p> <p>8.3 Checking and testing of system integration with the other DC components.</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
<p>9.0 Water Leak Detection System</p> <p>9.1 Routine checking and cleaning of all water leak detection components.</p> <p>9.2 Inspection of all sensing cable laid out in the Data Center perimeter.</p> <p>9.3 Testing of the control panel and alarm system.</p> <p>9.4 All the necessary spare parts or consumable items to maintain the water leak detection system will be allotted from inventory for immediate replacement of defective components.</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>
<p>10.0 Other Services</p> <p>10.1 Monitoring of temperature and humidity, water leak, PACU, fire suppression system, CCTV, and access control using Integrated Monitoring System (IMS).</p> <p>10.2 Maintenance for the duration of the project.</p>	<p>COMPLY</p> <p>COMPLY</p> <p>COMPLY</p>

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	11. Exclusions: Cost of repair and replacement of the following equipment shall be borne by the DBM: <ul style="list-style-type: none"> • Electrical Materials (wires, circuit breakers, lugs, bus bars, panels, pilot lamps, twist locks, grounding components, screws, spacers, terminal blocks, ballasts) • Air filters for UPS • Desktop server PC for the surveillance system 	COMPLY COMPLY COMPLY COMPLY COMPLY
3.	One (1)-time upgrade of CCTV system with the following minimum technical specification: See attached Annex A	COMPLY
4.	Provision of Emergency Service Call (in times of natural calamity or man-made disasters)	COMPLY
5.	Provision of one-time refill of 12 units of argonite gas	COMPLY
6.	Proof of competency: <ul style="list-style-type: none"> • Training Certification in Fire Systems Design, Configuration, and Installation • Training Certification in UPS Handling and Installation • Training Certification in Surveillance System (CCTV and Video Surveillance) • Training Certification in PACU System 	COMPLY COMPLY COMPLY COMPLY COMPLY

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

MAXIMUM DATA INFRASTRUCTURE
TECHNOLOGIES INC.

Name of Company/Bidder

Jep Pastor
MARNELLI JADE B. PASTOR
Signature over Printed Name of
Representative

DECEMBER 19, 2016
Date

Jep Pastor
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Section IV. General Conditions of Contract

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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 Section VI. Schedule of Requirements.
- 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 specified 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: Fifteen percent (15%) 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: Sixty five percent (65%) 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.

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 one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) 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 Section VI. Schedule of Requirements.
- 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

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 at least equal to one-tenth of one percent (0.001) 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 its 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 3.1(a);
 - (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) aforementioned, 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.

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM) .
1.1(i)	The Supplier is
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the FY 2016 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-16-0000014 in the amount of Ten Million Seven Hundred Thousand Pesos (P10,700,000.00).
1.1(k)	The Project Site is: Department of Budget and Management DBM Building II General Solano St., San Miguel, Manila.
5.1	<u>The Procuring Entity's address for Notices is:</u> Department of Budget and Management Information and Communications Technology Systems Service (ICTSS) 3 rd Floor, Building II, General Solano St. San Miguel, Manila Telefax No. (02)735-4837 <u>The Supplier's address for Notices is:</u> <i>[to be inserted at time of contract award].</i>
6.2	Delivery of all services shall be made by the Service Provider in accordance with the terms specified in Section VI. Schedule of Requirements. The term of the contract shall be two (2) years subject to a year-end assessment of ICTSS of the service provider's performance during the first year of the contract period and to a recommendation to the DBM Secretary for the continuance of the contract for the second year on the basis of the said assessment. The contract prices for the Goods shall include prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. The Supplier warrants that all of the benefits and terms granted herein are at least as favorable as the benefits and terms granted by it to any previous buyer of the Goods described in this Agreement. The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the Use of the Goods or any part thereof.

	Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified by the DBM during the term of the Contract with prior due notice, written or verbal, to the Service Provider.
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. No. 9184 and its Revised IRR.
16.1	<p>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 upon prior due notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>The inspection and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.</p>
17.3	No further instructions
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

December 29, 2016

MS. MARNELLI JADE B. PASTOR

Account Manager
Maximum Data Infrastructure Technologies, Inc.
TVJM Center, 81 Maysilo Circle
corner San Francisco St.
Plainview, Mandaluyong City

Dear **Ms. Pastor**:

We are pleased to inform you that the contract for the Project, "DBM Data Center Support Services," is hereby awarded to your company in the amount of P10,058,000.00 for two (2) years.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

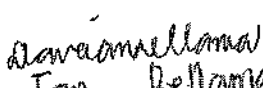

BENJAMIN E. DIOKNO
Secretary



Received by:


Marnelli Jade B. Pastor

1/11/2017


Dave 
Jan Bellama 1/11/17



Liberty Insurance Corporation

JCS Building, 119 Dofa Benavides, Carlos Palanca Sts., Legaspi Village, Makati City
Tel. No.: 818-1961 to 66 • Fax No.: 818-8089 / 619-5217
E-mail: info@libertyinsurance.com.ph Website: http://www.libertyinsurance.com.ph
VAT Reg. TIN: 090-471-482-0000

OFFICIAL RECEIPT

RECEIVED FROM MAXIMUM DATA INFRASTRUCTURE TECH. INC.		DATE: January 1
ADDRESS: TVJM Center 81 Maysilo Circle corner San Francisco St. Plainview Mandaluyong City		TIN
BUSINESS STYLE:		PREMIUM ₱58,000
THE AMOUNT OF:		D/S
PARTICULARS PERFORMANCE BOND		FST
POLICY NO : G(13)10028		LGT
AGENT'S CODE :		Others
FORM OF PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK (Bank & Check No.)		TOTAL ₱58,000
 CASHIER		NATURE OF TRANSACTION
<p>1. Acceptance of this payment shall not waive any of the company's rights to deny liability or any claim under the policy arising before such payments or after the expiration of the credit clause of the Policy.</p> <p>2. This is our Official Receipt which cancels any and all collectors' Provisional Receipts issued for the same payment.</p> <p>3. Checks are subject to bank clearing, Returned checks from the bank for any reason shall render this receipt INVALID.</p>		<input type="checkbox"/> VARIABLE <input type="checkbox"/> VAT-EXEMPT SALE <input type="checkbox"/> VAT ZERO RATED SALE <input type="checkbox"/> TOTAL SALE <input type="checkbox"/> VAT AMOUNT <input type="checkbox"/> TOTAL AMOUNT PAYABLE
		No 40328

"THIS OFFICIAL RECEIPT IS VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP"

JANIGRAPH ENTERPRISES 10000 BRIGHT, (50x2) 3889301-4389300
 104 YAGUE ST., TERNOS, MAKATI CITY ATP OCN # 0AUP9000492604
 IN-118-062-091-00000 APP Reference No: APP/091653/2016
 GINTER'S ACCREDITATION: 099MP20140600000004 DATE ISSUED: May 02, 2016 EXPIRY DATE: May 01, 2021
 DATE OF ACCREDITATION: 01-14-2014



Liberty Insurance Corporation

JCS Building, 119 Dela Rosa cor. C. Palanca Sts. Legaspi Village, Makati City
Tel. Nos. 819-19-61 to 66 • Fax Nos. 818-86-39 / 819-82-17
Website: www.libertyinsurance.com.ph

G(13) No 10028

LIC Bond No 64578

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, **MAXIMUM DATA INFRASTRUCTURE TECHNOLOGIES, INC.** - TVJM Center, 81 Maysillo Circle corner San Francisco St. Plainview ^{Mandaluyong City}, of ^{as Principal and} **LIBERTY INSURANCE CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto, **DEPARTMENT OF BUDGET AND MANAGEMENT-Manila** as Oblige, in the sum of **THREE MILLION SEVENTEEN THOUSAND FOUR HUNDRED ONLY** (Php 3,017,400.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents:

The conditions of this obligation are as follows:

WHEREAS, this bond is issued to

fully and faithfully guarantee the performance of the **CONTRACT** for the **PROJECT "DBM DATA CENTER SUPPORT SERVICES"**; **DEPARTMENT OF BUDGET AND MANAGEMENT-MANILA**

This Bond is callable upon Demand

Copies of which is hereto attached and forms an integral part hereof, it being expressly understood that the liability of the Surety Company under this bond shall in no case exceed the amount of **THREE MILLION SEVENTEEN THOUSAND FOUR HUNDRED ONLY** (Php 3,017,400.00)

WHEREAS, said Oblige requires 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 above undertaking

NOW, THE **OBBLIGE** of the above Principal shall well and truly perform and fulfill any undertakings, covenants, terms, conditions and agreements stipulated in said agreement, the **THIS** obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of **LIBERTY INSURANCE CORPORATION**, under this bond shall take effect on and will expire on **NEW YEAR'S 2008**. Furthermore, it is hereby agreed and understood that **LIBERTY INSURANCE CORPORATION**, shall not be liable for any claim not discovered and presented to the company within thirty (30) days from the expiration of this bond and that the Oblige hereby waives its right to file any court action against the Surety after the termination of thirty (30) days mentioned after which time this bond shall definitely terminated and be deemed absolutely cancelled.

IN WITNESS WHEREOF, we have set our hands and signed our names on this **19th** day of **January** 2017 at **Quezon City**, Philippines.

MAXIMUM DATA INFRASTRUCTURE TECHNOLOGIES, INC.
TIN-

LIBERTY INSURANCE CORPORATION
TIN-000-471-488-000

By: **MICHAEL HENRY O. MAKINANO**
President/Gen. Manager
(Principal)

By: **JOSEFINA M. SALVADOR**
President and Chief Operating Officer
(Surety)



Liberty Insurance Corporation

JCS Building 119, Dela Rosa cor. C. Palanca Sts., Legaspi Village, Makati City
Tel. Nos. 819-19-61 to 65 Fax Nos. 819-52-17/818-66-39 Website: www.libertyinsurance.com.ph

ACKNOWLEDGMENT

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

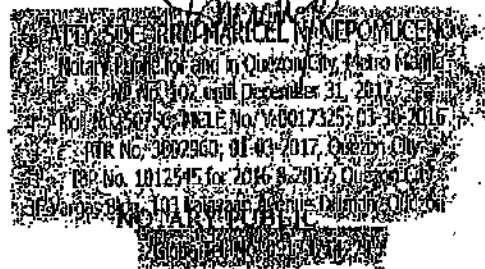
On this 19th day of January, 2017 at Makati City, Philippines, personally appeared before me:

NAME	Residence Certificate No.	ISSUED AT	ISSUED ON
MICHAEL HENRY O. MAKINANO			

and JOSEFINA M. SALVADOR exhibiting Residence Certificate No. TIN-100-304-777 issued at Quezon City on December 31, 2017 representing LIBERTY INSURANCE CORPORATION with Corporation Tax Certificate No. TIN-000-471-488 issued at Quezon City on December 31, 2017 known to me to be the same person or persons who executed the foregoing instrument which they confirmed and ratified, declaring the same to be their free and voluntary act and deed and those of the corporation he/she/they represent.

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

Doc. No. 29
Page No. 7
Book No. 190
Series of 2017



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

JOSEFINA M. SALVADOR, President and Chief Operating Officer of the LIBERTY INSURANCE CORPORATION having been duly sworn, states and deposes that the said LIBERTY INSURANCE CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office in Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said islands by virtue of Administrative Order No. 266 date April 28, 1953 and that it is actually worth the amount specified in the foregoing undertaking, to wit THREE MILLION SEVENTEEN THOUSAND FOUR HUNDRED ONLY

(P 3,017,400.00) Philippine Currency over and above all just debts and obligations, and property exempt from execution, and that it has no outstanding and demandable obligation in any amount of both civil and criminal cases to the government or any of its agencies as of this date.

LIBERTY INSURANCE CORPORATION

TIN-000-471-488

JOSEFINA M. SALVADOR

Authorized Signatory

SUBSCRIBED AND SWORN TO before me this 19th day of January, 2017 at Quezon City, Philippines, Affiant/s having exhibited to me their Residence Certificates as above indicated.

Dig. 2016/29-R
(No.) 2016/29-R



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pambansagap
Department of Finance
KOMISYON NG SEGURO
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **LIBERTY INSURANCE CORPORATION**

It is hereby certified that

NG LUNGSOD NG MAKATI, PILIPINAS

na isang

panig **DI-BOHAY**

NON LIFE

(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatagpuan sa larang ng mga kailangang hinalda ng batas
(Insurance company has complied with all requirements of law)

ng Pilipinas hanggang sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
(Insurance company is licensed to such business companies, and it is hereby granted)

ang **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
CERTIFICATE OF AUTHORITY to transact

ang mga negosyo ng seguro sa itaas nang mga kailangang hinalda ng batas, ng itatagpuan na isang
(Insurance business subject to such conditions as set forth under Article 1464, Act No. 1861)

araw ng Disyembre, taong dalawang libo, labing-walo
(Date: December 2016)

maliban kung agad na basela o pigilin ng may makatawirang dahilan.
(unless it is void, voidable or suspended for cause.)

Bilang **KATUNAYAN-NITO**, ipinagda ko ang aking pangalan
as **WITNESS WHEREOF**, I have hereunto subscribed my name

at kininatal na Opisyal na Tatak ng aking Taragapan.
(and caused my Official Seal to be affixed)

sa Lungsod ng Maynila, Pilipinas, ito ay may hula
at the City of Manila, Philippines. This because

amin na ita-isa ng Enero 2016,
(effective on 1 January 2016)

EMMANUEL F. DOOC
Insurance Commissioner



2-AO No. 2 issued on
January 14, 1954

Date Issued



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

December 29, 2016

MS. MARNELLI JADE B. PASTOR

Account Manager
Maximum Data Infrastructure Technologies, Inc.
TVJM Center, 81 Maysilo Circle
corner San Francisco St.
Plainview, Mandaluyong City

Dear **Ms. Pastor:**

We are pleased to inform you that the contract for the Project, "DBM Data Center Support Services," is hereby awarded to your company in the amount of P10,058,000.00 for two (2) years.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.


Very truly yours,


BENJAMIN E. DIOKNO
Secretary



Received BY:

Marnelli


Jade B. Pastor

1/11/2017

Dave Jan Bellama 1/11/17



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

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MS. MARNELLI JADE B. PASTOR
Account Manager
Maximum Data Infrastructure Technologies, Inc.
TVJM Center, 81 Maysilo Circle
corner San Francisco St.
Plainview, Mandaluyong City

Dear **Ms. Pastor:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "DBM Data Center Support Services," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

S. C. C.
BENJAMIN E. DIOKNO
Secretary



I acknowledge receipt and acceptance of this Notice on: FEB 8, 2017

Name of Consultant and/or Representative: Marnelli Jade Pastor

Authorized Signature: Jade Pastor