

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

BIDS AND AWARDS COMMITTEE

Resolution No. 2018- 70

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Facilities Management," with an Approved Budget for the Contract of P22,560,000.00;

WHEREAS, under Resolution No. 2018-58 dated October 2, 2018, the BAC declared Massnetworks Services Inc. as post-disqualified, in accordance with Section 34.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, and that post-qualification procedures be conducted on the second Lowest Calculated Bidder, Trends and Technologies Inc., pursuant to Section 34.6 of the 2016 Revised IRR of the same law;

WHEREAS, under Resolution No. 2018-59 dated October 9, 2018, the BAC declared Trends and Technologies Inc. as post-disqualified, in accordance with Section 34.3 of the 2016 Revised IRR of R.A. No. 9184, and the bidding for the Project as "failed" in accordance with Section 35.1(c) of the 2016 Revised IRR of the same law;

WHEREAS, under Resolution No. 2018-60 dated October 11, 2018, the BAC denied the Request for Reconsideration of Massnetworks Services Inc.;

WHEREAS, under Resolution No. 2018-62 dated October 23, 2018, the BAC denied the Request for Reconsideration of Trends and Technologies Inc.;

WHEREAS, on October 18, 2018, a second Invitation to Bid was advertised in the Philippine Star, and posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM Bulletin Boards;

WHEREAS, five (5) prospective bidders, namely: (i) Tokagawa Global Corporation; (ii) iOne Resources Inc.; (iii) Questech Co. Inc.; (iv) SMS Global Technologies Inc.; and (v) Trends and Technologies Inc., responded to the said Invitation and attended the Pre-bid Conference on October 25, 2018;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on October 30, 2018 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on November 6, 2018, two (2) bidders submitted their bids, namely: 1) iOne Resources Inc.; and 2) Trends and Technologies Inc.;

WHEREAS, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the submissions of iOne Resources Inc. and Trends and Technologies Inc. as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposals, the bidders were ranked according to their bid submissions:

- | | | |
|---------------------------------|---|-----------------|
| 1. iOne Resources Inc. | - | P17,588,909.00; |
| 2. Trends and Technologies Inc. | - | P22,258,912.00; |

WHEREAS, the BAC declared the submission of iOne Resources Inc. as the Lowest Calculated Bid in the amount of P17,588,909.00;


WHEREAS, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of iOne Resources Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P17,588,909.00;

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Facilities Management," be awarded to iOne Resources Inc., in accordance with R.A. No. 9184 and its 2016 Revised IRR.

ADOPTED, this 15th day of November 2018 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


ANDREA CELENE M. MAGTALAS
End-user Representative


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


EDEN D. PANGILINAN
Member



not present
YOLANDA R. REYES
Member

not present
ROSEMARIE D. PAGALA
Alternate Member

not present
RYAN S. LITA
Vice Chairperson


CLARITO ALEJANDRO D. MAGSINO
Chairperson

☒ Approved
☐ Disapproved


BENJAMIN E. DIOKNO
Secretary, DBM 



Date: _____



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

November 15, 2018

MR. TERENCE G. TAN

Authorized Representative

iOne Resources Inc.

Unit 1006 Centerpoint Building

Garnet Road cor. Julia Vargas Ave.

Ortigas Center, Pasig City

Dear **Mr. Tan**:

We are pleased to inform you that the contract for the Project, "Facilities Management," is hereby awarded to iOne Resources Inc. in the amount of P17,588,909.00.

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





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

BIDS AND AWARDS COMMITTEE

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Very truly yours,


BENJAMIN E. DIOKNO
Secretary




11/23/2018

CONTRACT No. 2018-30 FACILITIES MANAGEMENT

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 -

IONE RESOURCES INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 1006 Centerpoint Building, Julia Vargas Ave. cor. Garnet Road, Ortigas Center, Pasig City, represented by **TERENCE G. TAN**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Facilities Management," and the bid of the Supplier is in the amount of Seventeen Million Five Hundred Eighty Eight Thousand Nine Hundred Nine Pesos (P17,588,909.00), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last November 23, 2018, and the Supplier posted its performance security on NOVEMBER 3, 2018;

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.
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 on this ____ day of _____, 2018 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT
by:



BENJAMIN E. DIOKNO
Secretary 

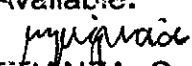
IONE RESOURCES INC.
by:


TERENCE G. TAN
Account Executive

SIGNED IN THE PRESENCE OF


ANDREA CELENE M. MAGTALAS
Director IV
Information and Communications Technology
Systems Service


Mayda S. Bernards

Funds Available:

ESPERANZA Q. IGNACIO
Chief Accountant

02/02/2018- 11-28-11
11/28/2018

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City **MANILA**, Philippines, on this **DEC 10 2018**, day of _____, 2018 personally appeared the following:

NAME	VALID ID	VALID UNTIL
BENJAMIN E. DIOKNO	DBM ID No. 0005	
TERENCE G. TAN	[DNR ID NO. 2017-021]	

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 Facilities Management was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of **DEC 10 2018**, 2018.

ATTY. GARY CAMITAN AURE

NOTARY PUBLIC, ROLL NO. 60777

PTN No. 7006124 Issued on Jan. 12, 2018 Until Dec. 31, 2018 Manila

IBP Lifetime No. 014599 Issued on Feb. 2, 2016

Commission No. 2018-72 Issued on Feb. 28, 2018 Until Dec. 31, 2019 Manila

MCLE No. V-9014541 Issued on March 1, 2016 Valid Until April 14, 2019

Office Address: Room 306 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manila

TIN No. 189-331-246

Doc. No. 497;
Page No. 88;
Book No. 240;
Series of 2018.

Bid Form

Date: November 5, 2018
Invitation to Bid No.: **DBM-2018-26**

To: *The Chairman*
Bids and Awards Committee
Department of Budget and Management
Gen. 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, "**Facilites Management**" in conformity with the said Bidding Documents for the sum of Seventeen million five hundred eighty eight thousand nine hundred nine pesos [Php 17,588,909.00].

Particulars	Total Cost (in Pesos, Inclusive of VAT)
Facility Management Service	17,588,909.00

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 Calculated Bid 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.

We likewise certify/confirm that the undersigned is granted full power and authority by the iOne Resources Inc., to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Facilities Management** of the **Department of Budget and Management**.



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

Dated this 5th day of November 2018.


Terence G. Tan
[Signature]

Account Executive
[In the capacity of]

Duly authorized to sign Bid for and on behalf of iOne Resources Inc.



Schedule of Prices

A. Manpower Breakdown of Cost

Manpower Requirement	Schedule	No. of Personnel (A)	Monthly Cost per Personnel (B)	Total Monthly Cost (A x B)
Facility Manager	Mondays to Fridays on full-time basis on a flexible time schedules starting from 7:00 a.m. to 6:00 p.m. and must be on-call 365x24x7.	1	75,000.00	75,000.00
System Administrator (on-call during weekends)	Mondays to Friday regardless of holidays (6:00 a.m. – 3:00 p.m.)	1	82,000.00	82,000.00
	Mondays to Friday regardless of holidays (2:00 p.m. – 11 p.m.)	1	82,000.00	82,000.00
	Mondays to Friday regardless of holidays (10:00 p.m. – 7:00 a.m.)	1	82,000.00	82,000.00
Network Administrator	Mondays to Fridays regardless of holidays on the following shifts (6:00 a.m. – 3:00 p.m.) Weekends (6:00 a.m. of Saturday to 7:00 a.m. of Monday (required number of personnel varies)	2	76,000.00	152,000.00
	Mondays to Fridays regardless of holidays (2:00 p.m. – 11:00 p.m.) Weekends (6:00 a.m. of Saturday to 7:00 a.m. of Monday (required number of personnel varies)	2	76,000.00	152,000.00



Desktop Administrator (Regular schedule may change subject to DBM request.)	Mondays to Fridays regardless of holidays (7:00 a.m. – 4:00 p.m.)	1	38,500.00	38,500.00
	Mondays to Fridays regardless of holidays (8:00 a.m. – 5:00 p.m.)	2	38,500.00	77,000.00
	Mondays to Fridays regardless of holidays (2:00 P.m. – 11:00 p.m.)	1	38,500.00	38,500.00
Data Center Computer Operator	Mondays-Fridays starting from 10:00 p.m. – 7:00 a.m.	1	35,000.00	35,000.00
Telephony Administrator	Mondays-Fridays (8:00 a.m. to 5:00 p.m.)	1	33,000.00	33,000.00
Total Monthly Cost				847,000.00

B. Total Cost of Services

Particulars	Monthly Cost (in Php) (A)	Total Cost (in Php) (B = A x 13 months)
A. Manpower Requirement (Based from Total Monthly Cost of Manpower Breakdown Cost)	847,000.00	11,011,000.00
B. Maintenance Cost of Equipment	505,993.00	6,577,909.00
Grand Total	1,352,993.00	17,588,909.00

Note: All rates and prices shall be rounded off to the nearest two decimal points.

Name of Bidder: iOne Resources Inc.

Name and Signature of Authorized Representative: Terence G. Tan

Date: November 5, 2018



Section VI. Schedule of Requirements

(Revised)

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

Item Number	Description	Delivered, Weeks/Months
1	<p>Deployment of the following personnel in accordance with Annex A, item VI:</p> <ul style="list-style-type: none"> • one (1) Facility Manager • three (3) System Administrators • four (4) Network Administrators • four (4) Desktop Administrators • one (1) Data Center Computer Operator • one (1) Telephony Administrator <p><i>Note: Skills and qualifications of the personnel to be assigned should be in compliance with item V of Annex A and must be indicated in their Resume. The resume is subject for review and approval of the DBM ICTSS Head. In case of non-compliance or replacement of personnel, liquidated damages will be applied, in accordance with item VII of Annex A.</i></p>	<p>Deployment of personnel shall be within fifteen (15) calendar days from receipt of the notice to proceed (NTP).</p> <p>Resume of the personnel to be assigned to the DBM must be submitted to the DBM ICTSS within three (3) calendar days from receipt of the notice to proceed (NTP).</p>
2	Tools and equipment as required in Section VII. Technical Specifications	

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

iOne Resources Inc.

Name of Company/Bidder


Terence G. Tan

Signature Over Printed Name of Representative

Nov. 5, 2018

Date



Section VII. Technical Specifications

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

Specifications (for all DBM applications and infrastructure)	Bidder's Statement of Compliance
I. Scope of Works and Services (<i>see attached Annex A, item V</i>)	Comply
II. Personnel Qualifications and Deployment Schedules (<i>see attached Annex A, item V1</i>)	Comply
III. Service Level Agreement (<i>see attached Annex A, item VII</i>)	Comply
IV. Warranties of the Contractor (<i>see attached Annex A, item VIII</i>)	Comply
V. Confidentiality of Data (<i>see attached Annex A, item IX</i>)	Comply
VI. Terms of Payment (<i>see attached Annex A, item X</i>)	Comply
VII. Pre-termination of the Contract (<i>see attached Annex A, item XI</i>)	Comply

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

iOne Resources Inc.
Name of Company/Bidder


Terence G. Tan
Signature over Printed Name of
Representative

Oct. 5, 2018
Date



DETAILED TECHNICAL SPECIFICATIONS
(Revised)

I. PROJECT TITLE

Facilities Management

II. BACKGROUND

The Information and Communications Technology Systems Service (ICTSS) of the Department of Budget and Management (DBM) supports the external clients through a network infrastructure which allows wide area connectivity. The Enterprise Network Infrastructure empowers the computing environment of the DBM that is mission-critical in its service delivery and everyday functions.

Augmenting the existing DBM-ICTSS technical personnel and to achieve a more flexible DBM Enterprise Network Infrastructure, the SERVICE PROVIDER shall be tasked to focus on facility management in order to meet the following objectives:

1. to ensure business continuity of DBM in terms of network support and maintenance, and enhancements and innovations within the DBM network infrastructure enabling the most relevant data and resource sharing;
2. to provide comprehensive maintenance services for servers and its related components/peripherals; and,
3. to initiate a more cost-effective by implementing new tools and technologies in data, voice and network management available today.

The general scope of the outsourced services covers the following:

1. Data Center Management;
2. Data Center Operations; and,
3. Data Center Maintenance.

III. DURATION OF THE CONTRACT

The contract for the Facility Management shall be from December 2018 to December 2019 (13 months).

IV. FIRM REQUIREMENTS

The SERVICE PROVIDER must have extensive experience in providing ICT facility management services, preferably in a government setting as well as expertise with various ICT disciplines and capacitating and planning of ICT projects in an enterprise structure and shall also manifest the following:

- Must be operational for at least five (5) years;
- Must have a prior contract experience for the last three (3) years in managing ICT manpower services that involves remote management of ICT network with multiple locations across the country; and,

- Must have handled at least one (1) completed government project involving ICT consultancy/ manpower services.

V. SCOPE OF WORKS AND SERVICES

1. Data Center Management

The Data Center of DBM is composed of the following environmental components (see Annex B):

- Biometric Access Control Systems;
- Closed-Circuit Television Control System;
- Fire Suppression System;
- Raised Floor System;
- Data Center Cabinet with environmental rack monitoring;
- Uninterruptible Power Supply;
- Precision Air-Conditioning Units; and
- Water Leak Detection System.

1.1 The SERVICE PROVIDER shall monitor the environmental components of the Data Center, no exclusivity on the following:

1.1.1 Checking of electrical connection for all the Data Center components such as PACU, UPS, Generator Sets, Fire Suppression System, Security Access Video Surveillance and Water Leak Detector System;

1.1.2 Checking of the Surveillance System cameras:

1.1.2.1 Indicator lamps condition;

1.1.2.2 Picture quality of each camera and correct monitor selection;

1.1.2.3 Functions and movements and fields of view are free from obstruction;

1.1.2.4 Recording properly;

1.1.2.5 Functionality of the Monitoring Servers, its mouse, keyboard and related peripherals;

1.1.3 Visual inspection of all internal and sub-assemblies and major components of the Biometrics Access Control System and recommend problem isolation, replacement of defective parts, maintenance and version updates of security management software, and cleaning and maintenance inspection of the access control units, as needed.

1.1.4 Visual Inspection of the Fire Suppression System Devices:

1.1.4.1 Hazard Enclosure;

1.1.4.2 Agency Cylinder;

1.1.4.3 Mechanical Piping and Nozzles;

1.1.4.4 Mechanical Pipe Supports and Braces;

1.1.4.5 Fire Detection, Alarm, Releasing Devices and Peripherals

1.1.5 Regular inspection of the Precision Air Conditioning Unit (PACU) to ensure that it is working on optimum level.

1.1.6 Routine checking of the Water Leak Detection System.

The SERVICE PROVIDER shall be limited only on visual inspection and basic operations of the Data Center components. The provision for the regular preventive maintenance services, replacement and installation of parts and other remedial services, and all the necessary spare parts or consumable items shall be provided by the DBM-ICTSS through its partner on the Data Center Support Services.

The SERVICE PROVIDER shall devise and provide a secure, resilient, and engineered physical and environmental security to help secure that the data center and the equipment hosted therein, remains secure by having in place a policy and procedure to restrict access to the data center to authorized persons only. Security perimeters should be defined to protect areas that contain confidential or sensitive information and/or information systems. Data Center equipment should be protected from power failures and other disruptions caused by failures in supporting utilities. Procedures should be in place to ensure that media containing information is protected against unauthorized access, misuse or corruption during transportation beyond DBM's physical boundaries.

2. Data Center Operations

Data Center Operation includes all processes and operations within a data center, both automated and manual processes essential to keep the data center operational. Applying to DBM setting, this includes a combination of the following tasks:

- 2.1 The SERVICE PROVIDER shall monitor the measures and provide the regular reports on the status. In case the above measures go beyond the allowable threshold, the SERVICE PROVIDER shall report and log immediately the issue/s in the Helpdesk Management Service.
 - 2.1.1 System Availability: 99.9% availability, to be measured 24x7 operation (i.e. eight (8) hours 38 minutes' allowable downtime per year).
 - 2.1.2 Systems Performance: Web Response Time or WRT of at the most two (2) seconds for a web-object of size 20K.
 - 2.1.3 Batch Processing: Should be within four (4) hours within the window of 5 p.m. to 8 a.m.
 - 2.1.4 Power and cooling: All processes that ensures enough power (40KVA) is supplied to the data center facility and the cooling system (17-19 degrees Celsius) is operational.
- 2.2 System Capacity: The system shall not exceed the following threshold requirements of DBM:
 - 2.2.1 CPU - average of 75% utilization
 - 2.2.2 Memory - average of 80% utilization
 - 2.2.3 Disk - maximum of 80% utilization
- 2.3 The SERVICE PROVIDER shall be able to resolve administration and operations issues (i.e. Systems, Database, Batch jobs, power and cooling). Raised within four (4) hours from notification for critical issues, and

within eight (8) hours for non-critical issues. (Critical issues are issues affecting efficiency of operations). Closure of issues should be made by DBM authorized personnel only.

- 2.4 The SERVICE PROVIDER shall perform backup and restore procedures as follows:
- 2.4.1 Daily Back-up
 - 2.4.2 Weekly Back-up
 - 2.4.3 Monthly Back-up
 - 2.4.4 Annual Back-up
 - 2.4.5 Special back-up as required by any system maintenance activity

3. Data Center Maintenance

3.1 Support and Maintenance of Physical Network Components

The following outlines the support services to be provided by the SERVICE PROVIDER for the full operation of the existing physical network components whereas majority of the devices enumerated herewith are based on the WAN Network Diagram of DBM:

- Core Switches
- Layer 2 Switches
- Layer 3 Switches
- Routers
- Servers (see Annex B)
- Firewalls
- Wireless Access Points
- WLAN Controller
- Cloud Services
- PABX/Voice Gateways
- Network Access Control
- Bandwidth Manager

3.2 Monitoring of DBM Data Center

Any issue related to its installed equipment and peripherals should be reported by the SERVICE PROVIDER to the ICTSS and/or to respective maintenance group for necessary action. The SERVICE PROVIDER should also take all measures reasonably possible in guaranteeing the confidentiality, integrity and availability of the DBM Enterprise Network through being able to provide 24x7 monitoring capability on critical infrastructure components:

- Network active devices and components;
- Resources (CPU, memory usage, network usage) both of physical server and/or virtual servers;
- Network traffic (bandwidth utilization, security policy, etc.); and,
- Data Center equipment and peripherals.

3.3 End-User Support

The SERVICE PROVIDER should provide support to network-related inquiries/issues/concerns of DBM users through the Helpdesk Management Service in accordance with the Service Level Agreement approved by the ICTSS Head.

3.4 Network Reconfiguration

The SERVICE PROVIDER should undertake the possibility of implementing the network security refresh and optimization. Also, a need for reconfiguration of the DBM network infrastructure based on the approved modified Network Design to enhance its performance and security. Maintenance of existing systems will continue until all operations, data, processes, etc. are fully and successfully migrated to new systems, and even after as needed.

3.5 Network Security Assessment

Network management is an indispensable part of the DBM's business environment in its daily conduct of business operation. The SERVICE PROVIDER must keep the network up and running at all times with important emphasis on secured quality of service (QoS).

3.6 Documentation and Reporting

The SERVICE PROVIDER should submit a monthly report covering the following items related to network, servers, and peripherals to be submitted by the 5th working day of the subsequent month:

- Regularly updated list of ICT Assets (standard format to be agreed upon by both DBM and the SERVICE PROVIDER);
- Pre-determined time "responsibility list" for proper and coordinated shutdown/termination of various ICT equipment (servers, routers, switches, personal computers, etc.) for disposal and replacement forecast;
- Network Uptime;
- Resource Utilization;
- Bandwidth and Level Access Security Policy;
- User IT Support/Assistance;
- Security Assessment (summary of exceptions and network incidents, security incidents and vulnerability report, summary of end-point security incidents for DBM-wide personal computers, general summary of security assessment in Root-Cause-Analysis / Fish-Bone Diagram); and,
- Technical Service.

The SERVICE PROVIDER should also submit a complete and detailed documentation as required by the ICTSS to be turned over at the end of every end-of-the-year period and as necessitated by circumstances.

3.7 Support and Maintenance of DBM Production Servers

The SERVICE PROVIDER should render the maintenance of servers and its related components/peripherals that covers but not limited to hardware repair, remote problem diagnostic and support, inventory buffer of the critical replacement parts, and monthly health check for the equipment and peripherals. The SERVICE PROVIDER should also enroll all servers to its equivalent maintenance provider. A Certificate of Enrollment should be submitted to the ICTSS Head thereafter.

- 3.7.1 The SERVICE PROVIDER shall return the covered hardware to operating condition within 24 hours of the initial request to the 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.
- 3.7.2 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. In the event of pull out, a temporary service unit should be provided upon pull out of the defective device.
- 3.7.3 The SERVICE PROVIDER shall maintain an inventory buffer 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.
- 3.7.4 Inventory buffer or sparring shall also include but not limited to servers, network active equipment, firewalls, bandwidth manager, modems, additional hard disks, and additional memory cards that caters to network-related functionalities.
- 3.7.5 The SERVICE PROVIDER shall commit assurance for benefits on increase business productivity due to improved uptime, predictable repair times, and consistent level of support across multi-technology system.
- 3.7.6 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 firmware management) - thus attaining the optimal performance and availability of the DBM servers as well as minimizing the most common causes of downtime.
- 3.7.7 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.
- 3.7.8 At no extra cost as part of the maintenance support agreement the SERVICE PROVIDER must be able to install Remote Support Software Solutions (e.g. Insight Remote, Bomgar) 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, Cisco, and/or its equivalent servers, networking and storage, 24 x 7 for constant remote monitoring all the time, automated notification every time and accurate resolution in less time.
- 3.7.9 To be submitted together with the bid submission: proof that the bidder and/or its equivalent Partner has Certified HP engineers or maintenance personnel who are qualified to undertake such maintenance services. Attach copies of certification issued by HP, and/or its equivalent to the participating bidder's support engineers or maintenance personnel showing that they have passed the examination administered by HP and/or its equivalent.

3.8 Housekeeping Activities and Assessment

The SERVICE PROVIDER shall make an assessment of the current and existing DBM ICT facilities, particularly on network and servers' related equipment and software, and make necessary recommendations for improvements.

The SERVICE PROVIDER, in each year of contract, shall initiate, perform and conduct a DBM-wide ICT related activities like network security review, core network installation maintenance and cable harnessing, ICT asset inventory, technology update and briefing.

The SERVICE PROVIDER shall provide supplemental on-site service, in correlation with the operational continuity of the DBM Enterprise Network and Production Servers Infrastructure, at no additional cost if requested by DBM. This includes but not limited to, arrangement for telecommunications service bandwidth upgrade/transfer of facilities, pull-out / re-installation of active network appliance and servers, network cabling, and relocation of ICT equipment.

VI. MANPOWER REQUIREMENTS AND DEPLOYMENT

The SERVICE PROVIDER must provide the required manpower requirements stated below within fifteen (15) working days from receipt of Notice to Proceed (NTP) with the following qualifications and technical skill requirements.

Required Position/Shift	Qualifications	Functions	Time
1 - Facility Manager	<ul style="list-style-type: none">College degree graduate with at least ten (10) years' experience as IT Engineer and at least five (5) years' management experience in network design, implementation, server management, telephony and maintenance of large-scale nationwide integrated ICT system.Certification in Information Technology Infrastructure Library (ITIL) framework or any globally accepted	<ul style="list-style-type: none">Assist in resolving issues regarding priority of work requests.Ensure availability of logistical requirements of the Project.Ensure the availability of knowledgeable persons on DBM systems and procedures.Work closely with concerned DBM-ICTSS.	Mondays to Fridays on full-time basis on a flexible time schedules starting from 7:00 a.m. to 6:00 p.m. and must be on-call 365x24x7.

Required Position/Shift	Qualifications	Functions	Time
	<ul style="list-style-type: none"> project management certification. Highly efficient in report preparation/writing and business communication skills. 		
3 - System Administrator <ul style="list-style-type: none"> per shift) 	<ul style="list-style-type: none"> College degree graduate with a minimum of three (3) years' technical working experience, inclusive of one (1) year residency as: Two (2) Microsoft Certified Solutions Expert/ Associate (MCSE/MCSA) for Windows Server; One (1) Linux Professional Institute (LPI)/Red Hat Certified Engineer (RHCE) 	<ul style="list-style-type: none"> Install, upgrade, and monitor software and hardware. Manage on premise and cloud network servers and technology tools. 	Mondays to Friday regardless of holidays on the following shifts (6:00 a.m. - 3:00 p.m.; 2:00 p.m. - 11 p.m. and 10:00 p.m. - 7:00 a.m.) on-call during weekends.
4 - Network Administrator (2 per shift - 1-Network and 1-Security)	<ul style="list-style-type: none"> College degree graduate with a minimum of three (3) years' technical working experience, inclusive of one (1) year residency as: one (1) CISCO Certified Network Professional (CCNP); one (1) CISCO Certified Network Associate (CCNA); one (1) Certified Fortinet NSE 5 - Network Security Analyst; one (1) Certified Network Security Professional. 	<ul style="list-style-type: none"> Provide technical oversight of a multi-site enterprise level WAN, including planning, implementation/expansion, maintenance, and troubleshooting. Prepare and maintain documentation of network configurations and cabling layouts. Design, deploy, administer and monitor the Wired and Wireless Infrastructure and supporting systems. Recommend upgrades, patches, and new applications and equipment. Recommend innovative and automated 	Mondays to Fridays regardless of holidays on the following shifts (6:00 a.m. - 3:00 p.m. and 2:00 p.m. - 11:00 p.m.) Weekends (6:00 a.m. of Saturday to 7:00 a.m. of Monday [required number of personnel varies])

Required Position/Shift	Qualifications	Functions	Time
		<p>approaches for system administration tasks.</p> <ul style="list-style-type: none"> • Design, deploy, administer, analyze and monitor network security and make recommendations or implement patches/fixes to address potential security holes. • Provide hardware and operating system support for the corporate and field computer systems environment. 	
<p>4 - Desktop Administrator</p> <p>(1 - 1st shift; 2 - 2nd shift; 1 - 3rd shift)</p>	<ul style="list-style-type: none"> • College graduate with a minimum of two (2) years' technical working experience for at least two (2) Desktop Administrators as a Microsoft Certified Desktop Support Technician (MCDST) or its equivalent, or a higher Microsoft Product Certification, CompTIA A+ Hardware is a plus 	<ul style="list-style-type: none"> • Provide a single point of contact for end-users to receive support and maintenance within the organization's desktop computing environment. • Installing, diagnosing, repairing, maintaining, and upgrading all hardware and equipment. 	<p>Mondays to Fridays regardless of holidays starting from 7:00 a.m. - 4:00 p.m.; 8:00 a.m. - 5:00 p.m.; and 2:00 p.m. - 11:00 p.m. Regular schedule may change subject to DBM request.</p>
<p>1 - Data Center Computer Operator</p>	<ul style="list-style-type: none"> • At least two (2) years' experience in Batch Operations • At least one (1) year experience in different operating system • College degree holder 	<ul style="list-style-type: none"> • Create and maintain batch jobs and reports. • Perform and monitor regular batch runs, job requests, and generate reports/correspondence. • Perform clean-ups and regular housekeeping functions • Responsible for the administration of end- 	<p>Mondays-Fridays starting from 10:00 p.m. - 7:00 a.m.</p>

Required Position/Shift	Qualifications	Functions	Time
		of-the-day batch processing and managing deployment tasks relative to batch architecture	
1 - Telephony Administrator	<ul style="list-style-type: none"> • College degree graduate with a minimum of one (1) year technical working experience, inclusive of active certification as Avaya Certified Support Specialist (ACSS) 	<ul style="list-style-type: none"> • With technical proficiency necessary to deliver installation, configuration, administration, maintenance and troubleshooting support for both analog and digital communications. • Administer, maintain and troubleshoot intermediate to advanced configurations of core components. • Interpret and resolve end-users technical issues related to the core components. 	Mondays-Fridays starting from 8:00 a.m. - 5:00 p.m.

The DBM shall reserve the right to recommend replacement of personnel assigned in the project. As a result of such recommendation, the SERVICE PROVIDER shall provide a replacement having the same qualifications specified in Section III (Manpower Requirements and Deployment within fifteen (15) calendar days from receipt of notice subject to the approval of the ICTSS Head.

VII. SERVICE LEVEL AGREEMENT

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
Manpower Requirement	The SERVICE PROVIDER shall provide the required Manpower Requirements within fifteen (15) working days from receipt of Notice to Proceed (NTP).	Five percent (5%) of the personnel's monthly salary for every day of delay to report for work.
Attendance	<p>The personnel provided by the SERVICE PROVIDER shall report to work as stated in the schedule under Manpower Requirements and Deployment.</p> <p>Planned or unplanned leave of absences shall be subject to ICTSS Head approval. Upon the continued absence of personnel, planned or unplanned, of more than three (3) working days, the SERVICE PROVIDER shall designate a temporary replacement for that personnel with same qualification specified in Manpower Requirements to the approval of the ICTSS Head.</p> <p>Habitual Tardiness (5 times or more in a month) shall be prohibited.</p>	<p>Daily rate or a fraction thereof of the affected personnel shall be deducted.</p> <p>Daily rate plus one-tenth (1/10th) of one percent (1%) of the monthly rate of the affected personnel.</p> <p>1% of the personnel's monthly salary for every day tardy in excess of 4 days.</p>
Submission of Report	The SERVICE PROVIDER shall submit Monthly Accomplishment Report for each personnel every 1st week of the succeeding month.	1/10 th of 1% of the total monthly cost for every day of delay.
Recommendation for Replacement	The DBM shall reserve the right to recommend replacement of personnel assigned in the project. As a result of such recommendation, the SERVICE PROVIDER shall provide for a replacement having the same qualifications specified in Manpower Requirements within fifteen (15) calendar days from receipt of notice subject to the approval of ICTSS Head.	1/10 th of 1% of the affected personnel's monthly salary for every day of delay for failure to provide replacement.
Resolution of issues (admin and ops)	The SERVICE PROVIDER shall be able to resolve administration and operations issues (i.e. Systems, Database, Batch jobs, power and cooling) raised within four (4) hours from notification for critical issues, and within eight (8) hours for non-critical issues. (Critical issues are issues affecting efficiency of operations). Closure of issues should be	1/10th of the monthly billing for every hour of delay in excess of Resolution Time.

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
	made by DBM authorized personnel only.	
Data Center Management, Operations, and Maintenance	Provide support and maintenance within fifteen (15) calendar days upon receipt of NTP. A Certificate of Service Performance Report shall be the basis for the monthly billing.	1/10 th of 1% of the total monthly cost shall be imposed for every percentage point below 99.9% Uptime for causes attributable to the SERVICE PROVIDER.

The ICTSS Director should issue an Acknowledgement Certificate for each documentation submitted by the SERVICE PROVIDER, followed by the Certificate of Acceptance for each documentation once found approved by the same approving authority.

VIII. WARRANTIES OF THE CONTRACTOR

1. The SERVICE PROVIDER warrants that it shall conform strictly to all the terms and conditions of this Terms of Reference.
2. The SERVICE PROVIDER warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
3. The SERVICE PROVIDER shall comply with the laws governing employee's compensation, Philhealth, Social Security and labor standards, and other laws, rules and regulations applicable to its personnel employed by the SERVICE PROVIDER on account of the contracted services. The SERVICE PROVIDER shall pay its personnel not less than the minimum wage and other benefits mandated by law.
4. The SERVICE PROVIDER, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The SERVICE PROVIDER undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the installation.
5. The personnel of SERVICE PROVIDER shall take all necessary precautions for the safety of all persons and properties at or near their area of work

and shall comply with all the standard and established safety regulations, rules and practices.

6. The SERVICE PROVIDER shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
7. The SERVICE PROVIDER shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.

IX. CONFIDENTIALITY OF DATA

1. The SERVICE PROVIDER shall document detailed procedures/techniques in identifying system security risks and breach/es and how such shall be handled.
2. All personnel of SERVICE PROVIDER shall be required to sign a non-disclosure agreement.
3. The DBM system, its components, parts and all product, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the DBM.
4. The SERVICE PROVIDER agrees to hold the Proprietary Information in strict confidence. SERVICE PROVIDER furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the DBM.
5. To ensure the confidentiality of all information that will come to the knowledge of the SERVICE PROVIDER and its personnel detailed with the DBM, the SERVICE PROVIDER and its personnel assigned therein shall be considered agents of the DBM. The contract that will be executed heretofore shall categorically provide that the SERVICE PROVIDER and its personnel, as agents of the DBM, shall uphold strict confidentiality any information regarding the business, income or estate of any taxpayer.
6. The SERVICE PROVIDER and its personnel detailed with the DBM shall be liable to penalties imposed under Section 270, in relation to Section 269 of the Tax Code of 1997, in case of any unlawful divulgence of any information regarding the business, income, or estate of any taxpayer.

X. TERMS OF PAYMENT

1. The SERVICE PROVIDER shall be paid subject to all applicable withholding taxes.
2. The SERVICE PROVIDER shall be paid on a monthly basis from submission of the documentary requirements as stated under Section 3.6 in addition such as, but not limited to the following:
 - a. Billing Statement/Statement of Account
 - b. DTR validated and approved by each head of office;
 - c. Monthly Accomplishment Report certified true and correct by each head of office;
 - d. Performance Evaluation Report (quarterly);
 - e. Approved letter request for replacement, whenever necessary;
 - f. Certificate of Service Performance and certified true and correct.
3. Payment shall be made within a reasonable time from submission of the abovementioned requirements and all other documents based on existing accounting and auditing laws, rules and regulations.
4. No advance payment shall be made as provided in Section 88 of PD 1445.

XI. PRE-TERMINATION OF CONTRACT

The Contract for the Facility Management may be pre-terminated by the DBM for any violation of terms of the contract. In case of pre-termination, the SERVICE PROVIDER shall be informed by the DBM thirty (30) days prior to such pre-termination.

In case of pre-termination, the SERVICE PROVIDER shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.

The DBM shall have the right to blacklist the SERVICE PROVIDER in case of pre-termination.

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 signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE 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. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

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 HoPE 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. Payments shall be in accordance with the schedule stated in the SCC.
- 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.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

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. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, 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.

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 33.2.
- 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 one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total 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 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 may rescind or terminate 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 Supplier 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 Supplier. 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE; 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

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)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2018 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-18-0000058 in the amount of Twenty Two Million Five Hundred Sixty Thousand Pesos (P22,560,000.00).</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management DBM Building II, General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Information and Communications Technology Systems Service Department of Budget and Management 3rd Floor, DBM Building II, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 2356</p> <p style="padding-left: 40px;">Contact Person: Director Andrea Celene M. Magtalas Information and Communications Technology Systems Service</p> <p>The Supplier's address for Notices is:</p>
6.2	The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.
10.1	Please refer to the attached Annex A, item X. Terms of Payment
10.4	Not applicable.
10.5	Payment using LC is not allowed.
13.4(c)	No further instructions.
15	The Contractor shall maintain a satisfactory level of performance throughout the Contract in accordance with the functions of the personnel as stated in Annex A, item VI.
16.1	Not applicable.

17.3	Not applicable.
17.4	Not applicable.
19	Liquidated damages shall be computed in accordance with Annex A, items VI and XI.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
23.	In case of pre-termination, please refer to the attached Annex A, item XI.



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

November 15, 2018

MR. TERENCE G. TAN

Authorized Representative

iOne Resources Inc.

Unit 1006 Centerpoint Building

Garnet Road cor. Julia Vargas Ave.

Ortigas Center, Pasig City

Dear **Mr. Tan:**

We are pleased to inform you that the contract for the Project, "Facilities Management," is hereby awarded to iOne Resources Inc. in the amount of P17,588,909.00.

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



Terence G. Tan
11/23/2018



STRONGHOLD INSURANCE COMPANY INCORPORATED

RM 308 Regina Bldg., Escolta Street Barangay 291 Binondo
Manila, NCR, City of Manila, 1st District, Philippines 1006
VAT Reg TIN: 000-602-270-00026 • Tel. Nos.: 241-6588
/ 241-6640 Telefax No.: 241-5669

OFFICIAL RECEIPT

No. 000260101763

Date: November 29, 2018

RECEIVED from M Lone Resources, Incorporated

Address _____

TIN: _____

Bus. Style _____

the sum of Pesos Thirty Six Thousand Five Hundred Thirty Three : 94/100 only only (P 36,533.94)

In full/payment of

Policy / Bond 5(13) A-MO-004527

Endorsement No. _____

Renewal No. _____

Amount of Coverage 5,276,922-70

From November 29 20 18

Insurance in Force

To November 29 20 19

Premium _____

Documentary Stamps _____

Fire Service Tax _____

Others _____

VAT Amount _____

Total Sales _____

TOTAL AMOUNT PAYABLE

P. 29,041.70

3,482.60

3,627.71

31.93

50.00

400.00

P. 36,533.94

Paid by:

Cash _____

Check No. 68-Party City

PM/TW No. 00010-24381

Note: Replacing Temporary

Receipt No. _____

Date _____

STRONGHOLD INSURANCE COMPANY, INC.

Authorized Signature

100 Bkts (50x4) 00026 - 0100001 - 0105000
BIR Authority to Print: OCN 8400001553261E
APP Reference No.: APP/00000000000348352018
Date of ATP: 04-24-2018 Expiry Date: 04-23-2023

LLEDMAU PRINTERS
VAT Reg TIN: 186-772-511-00000
58 Branches St. Sengandian Q.C.

/// L.F. /// Above payment(s) are received subject to all the conditions stipulated at the back hereof.
Printers Accreditation No. 038MP2014000000045
Issued on 22th January, 2014

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP



Blg. 2016/80-R
(No.) 2016/80-R

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

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **STRONGHOLD INSURANCE COMPANY, INC.**
(This is to certify that

NG LUNGSOD NG MAKATI, PILIPINAS

na isang
a

pang **DI-BUHAY**
NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY*)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

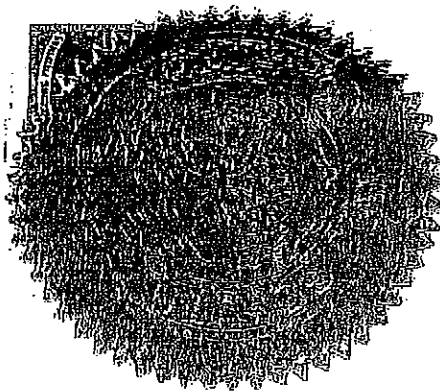
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

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

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't labing-walo
day of December 2018

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(in **WITNESS WHEREOF**, I have hereunto subscribed my name

at kinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my **Official Seal** to be affixed.

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2016.
effective on 1 January 2016.)

EMMANUEL F. DOOC
Insurance Commissioner

*AO No. 344 Issued on
February 22, 1961



STRONGHOLD

INSURANCE COMPANY, INCORPORATED

SICI Bond No. 0045127 Tel. Nos 02-891-1329 to 34 Fax. Nos 02-891-1326/83

BDG/G(13)A-MO-0045127 mail@strongholdinsurance.com.ph
DOCUMENTARY STAMP www.strongholdinsurance.com.ph
PHP 3,628.00 VAT Reg. TIN 000-602-270-000
Established Since 1960



18000189807311/29/201813:43DS111PSIC6703R0000

PERFORMANCE BOND

(SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184)

KNOW ALL MEN BY THESE PRESENTS:

That we, **IONE RESOURCES, INCORPORATED** of 1006 CENTERPOINT BUILDING, JULIA VARGAS AVE. COR. GARNET ROAD, ORTIGAS CENTER, PASIG CITY, METRO-MANILA, as Principal, and **STRONGHOLD INSURANCE CO., INC.**, a corporation duly organized and existing under by virtue of the laws of the Republic of the Philippines, as Surety, are held and firmly bound unto the **DEPARTMENT OF BUDGET AND MANAGEMENT** as procuring entity/obligee in the sum of **PESOS: FIVE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO & 70/100 ONLY (P5,276,672.70)** Philippine Currency, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Whereas, the above-bounden Principal entered into a contract with the obligee for the:

FACILITIES MANAGEMENT

WHEREAS, the Obligor requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the principal under the contract within the period of as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the Implementing Rules and Regulation (IRR) of R.A. 9184;

This bond is callable on demand. The Liability of the surety company shall in no case exceed the sum of **FIVE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO & 70/100 ONLY PHP (P5,276,672.70)** Philippine Currency. In case of default or failure of the principal, the Obligor shall notify the Surety by sending the notice of claim with attached supporting documents, to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said contract R.A. No. 9184 and its Implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety under this bond shall remain valid until issuance by the Obligor of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 29th day of November, 2018 at BINONDO, MANILA, Philippines.

Witness to Principal

ANGEL S. MERCADO
Witness to Principal

IONE RESOURCES, INCORPORATED

ALBERTO A. CATANGUI
PRESIDENT

Principal
STRONGHOLD INSURANCE CO., INC.

AMOR R. LADEZA
VICE-PRESIDENT
Surety

VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY

VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY



STRONGHOLD

INSURANCE COMPANY, INCORPORATED

ACKNOWLEDGMENT

Republic of the Philippines }
BINONDO, MANILA } S.S.

SICI BOND NO. 0045127
BDO/G(13)A-MO-0045127

In BINONDO, MANILA Philippines, 29th day of November, 2018 personally appeared before me.

NAME	Residence Cert. No.	ISSUED	
		At	On
ALBERTO A. CATANGUI	00199407	MAKATI CITY	01/05/18
STRONGHOLD INS. CO., INC.	TIN NO. 104148835		
AMON R. LADEZA			

and AMON R. LADEZA with Comm. Tax. Cert. No. TIN NO. 104148835 issued at on for and in behalf of STRONGHOLD INSURANCE CO., INC. with comm. Tax Cert. No. 00199407 issued at MAKATI CITY on 01/05/18 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 WITNESS Whereof, I have hereunto set my hand and affixed my notarial seat at the place and date first above written.

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Page No. 91
Book No. XLVIII
Series of 2018

Republic of the Philippines
BINONDO, MANILA } S.S.

AMON R. LADEZA 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 is actually worth the amount specified in the foregoing undertaking to wit FIVE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO & 70/100 Pesos. (PHP 5,276,672.70) Philippine Currency, over and above all your debts and obligations and property exempt from execution.

STRONGHOLD INSURANCE CO., INC.

By:

AMON R. LADEZA
VICE PRESIDENT

Subscribed and sworn to before me this 29th day of November, 2018 at BINONDO, MANILA, Philippines. Affiant exhibited to me his Comm. Tax Certificate and that the Corporation, as above mentioned.

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Book No. XLVIII
Series of 2018

ATTY. DAVE JOHN T. HERNANDEZ
NOTARY PUBLIC FOR MAKATI CITY
COMMISSION NO. M-186
UNTIL DECEMBER 31, 2018
6TH FLOOR, ANNEX BUILDING
191 SALCEDO STREET, LEGASPI VILLAGE
MAKATI CITY, METRO MANILA
ROLL OF ATTORNEYS NO. 59749
IBP OR NO. 019944 / 01-03-2018 / MANILA III
PTR NO. 7002730 / 01-03-2018 / MANILA
MCLE COMPLIANCE NO. V-0014633 / 02-29-2016

VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY

VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY



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

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MR. TERENCE G. TAN

Account Executive
iOne Resources Inc.
Unit 1006 Centerpoint Building
Garnet Road cor. Julia Vargas Ave.
Ortigas Center, Pasig City

Dear **Mr. Tan:**

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

Very truly yours,

BENJAMIN E. DIOKNO
Secretary



I acknowledge receipt and acceptance of this Notice on: DEC 11, 2018

Name of Consultant and/or Representative: TERENCE TAN

Authorized Signature: [Signature]