Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)

NOTICE OF AWARD

JOINT VENTURE OF SMS GLOBAL TECHNOLOGIES INC., TELERED TECHNOLOGIES & SERVICES CORP. and WE ARE IT PHILIPPINES INC.
Penthouse East Tower, PSE Center
Exchange Road, Ortigas Center Pasig City
Mobile No. : 0917-519-9894
Tel Nos. (02) 636-74-99, (02) 633-8262; Fax No.: (02) 636-7494
E-mail Add: javier.fernandez@smsgt.com

Thru: **MR. JAVIER DOMINGO M. FERNANDEZ**
Duly Authorized Representative of the JV Partners

Sir/Madame:

We are pleased to notify you that the PAGASA Management has approved the award to your firm the contract for the **"Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot End to End Telecommunication Network Using IP Over VSAT - Rebid" (PR No. 2018-09-0650 / IB No. 2019-020**) in the total calculated amount of **TWO HUNDRED SIXTY SIX MILLION SEVEN THOUSAND EIGHT HUNDRED THIRTY THREE and 65/100 PESOS (Php266,007,833.65) ONLY.**

You are therefore requested to accept and conform to this award by affixing your signature hereunder and provide within **ten (10) calendar days**, from receipt hereof, the requisite performance security in any of the following forms:

Form of Performance Security	AMOUNT (Equal to Percentage of the Total Contract Price)	
• Cash or Cashier's/Manager's check, Bank Draft/Guarantee confirmed by a Universal or Commercial Bank.	**5%**	**Php13,300,391.68**
• Irrevocable letter of credit issued by a Universal or Commercial Bank.		
• Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	**30%**	**Php79,802,350.09**

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

VICENTE B. MALANO, Ph.D.
Administrator

Conforme:

ANTHONY CHRISTIAN S. ANGELES
President
Date: SEP 3 2019

"tracking the sky...helping the country"

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)

BAC Resolution
Declaring Lowest Calculated Responsive Bid (LCRB) and Recommending Award and Approval

Resolution No. 2019-045

WHEREAS, the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA), through the PAGASA Bids and Awards Committee, advertised the Invitation to Bid (IB) at the PAGASA website, the G-EPS and PAGASA Bulletin board continuously for 7 days from **04 to 11 May 2019,** the procurement of the following goods/items described hereunder, with its corresponding Approved Budget for the Contract (ABC), under **PR# 2018-09-0650 and ITB 2019-020**, to wit:

PARTICULARS	ABC	Contract Duration
Supply, Delivery, Installation, Testing and Commissioning of One(1) Lot End to End Telecommunication Network Using IP over VSAT (Re-bid)	**Php350,000,000.00**	**18 months with 3- year satellite transponder subscription**

WHEREAS, the provisions of R.A. 9184 and its Revised Implementing Rules and Regulations (IRR), other pertinent guidelines and procedures relative to government procurement system are hereby observed and strictly implemented for the whole duration of this bidding activity;

WHEREAS, in response to the foregoing invitation, **thirteen (13) prospective bidders,** namely:

1) **PHSAT;**
2) **SES;**
3) **PLDT Inc.;**
4) **Philcomsat Holding Corporation;**
5) **Easycall Communications Philippines, Inc.;**
6) **Ione Resources Inc.;**
7) **We Are IT;**
8) **Enhanced Electronics and Communication Services Inc.;**
9) **Net Pacific Inc.;**
10) **Exakt Inc.;**
11) **Terratek Business Consulting & Services;**
12) **SMS Global Technologies Inc.; and**
13) **Plexus Systems Inc.**

expressed their respective intentions to participate in the bidding of the aforesaid Project , attended the **Pre-Bid Conference** conducted by the PAGASA-BAC on **14 May 2019;**

WHEREAS, all noted deviations and/or amendments attendant to the Project as discussed and agreed upon in the above mentioned meeting, including the Bids and Awards Committee's answer to clarificatory letters submitted by the prospective bidders were issued through a **Supplemental Bid/Bulletin (SBB)** with references **Addendum Nos. 2019-020-01 and 2019-020-02 dated 31 May 2019 and 07 June 2019,** respectively, and herein made part of this Resolution as Annexes "**A**" & "**B**";

WHEREAS, on **14 June 2019**, the schedule for **submission and opening** of bids, **only three (3) prospective bidders**, namely:

1) **Joint Venture of Net Pacific Inc. and Websatmedia Pte. Ltd.;**
2) **Joint Venture of SMS Global Technologies, Inc., We Are IT Philippines, Inc. and Telered Technologies and Services Corporation;** and
3) **Infinivan Inc.**

timely submitted their bid tenders; however, only two (2) passed the preliminary examination of bids. Bidder, **Infinivan, Inc.** has been automatically declared by the BAC as disqualified due to submission of incomplete Eligibility and Technical documents;

WHEREAS, in the subsequent opening of Envelope No. II (Financial Component), the financial proposals of the Joint Venture of Net Pacific Inc. **and Websatmedia Pte. Ltd.** and the Joint Venture of SMS Global Technologies, Inc., We Are IT and Telered Technologies and Services Corporation had been accepted by the PAGASA-BAC having complied with the financial requirements of the project. Their respective financial proposals, as **"READ",** is summarized as follows:

Name of Bidder	Bid Amount (As Read)	RANK
Joint Venture of Net Pacific Inc. and Websatmedia Pte. Ltd.	**Php345,000,000.00**	**2**
Joint Venture of SMS Global Technologies, Telered Technologies & Services Corp. & We Are IT Philippines, Inc.	**273,739,649.00**	**1**
Infinivan Inc.	**Not opened**	**-**

WHEREAS, the report on the detailed evaluation, calculation and correction of bids conducted by the BAC and TWG, however, resulted in the following:

Name of Bidder	Bid Amount (As Calculated)	RANK
Joint Venture of SMS Global Technologies, Telered Technologies & Services Corp. & We Are IT Philippines, Inc.	**Php266,007,833.65** *(with variance of **Php7,731,816.00** from the original offer)*	**LCB**
Joint Venture of Net Pacific Inc. and Websatmedia Pte. Ltd.	**342,927,355.98**	**2**

WHEREAS, the bidder with the lowest calculated bid had been duly notified of the foregoing corrections and was requested to conform thereto and submit within the prescribed period additional post-qualification documents for the BAC to complete the Post-qualification process;

WHEREAS, upon receipt of the 'Notice,' the Joint Venture of SMS Global Technologies, Telered Technologies & Services Corp. & We Are IT Philippines, Inc. readily complied by immediately submitting the required post-qualification documents; however, requested an audience with the BAC purposely to seek clarification and enlightenment as to how the latter arrived at the detailed calculation correction of its bid offer;

WHEREAS, on **22 July 2019,** a meeting with the bidder's representatives had been scheduled by the BAC for the above-mentioned purpose; and, after thoroughly discussing and explaining how the BAC arrived at the above calculated and corrected bid price, the bidder's representatives agreed with the BAC's calculations thereby expressing their concurrence thereto;

WHEREAS, upon careful examination, validation and verification of the bidder's tender documents subsequently conducted by the BAC, including the technical evaluation report submitted by the TWG, the PAGASA-BAC determined that, **SMS Global Technologies, Telered Technologies & Services Corp. & We Are IT Philippines, Inc. Joint Venture's** submissions have complied in all criteria for post-qualification and have been responsive in all requirements and conditions specified in the Bidding Documents.

Hence, it was moved and duly seconded that the **Joint Venture of SMS Global Technologies, Telered Technologies & Services Corp. & We Are IT Philippines, Inc.,** be declared as the bidder with the **Lowest Calculated and Responsive Bid (LCRB)** for the implementation of the instant Project.

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

a) to **DECLARE,** the **Joint Venture of SMS Global Technologies Inc., Telered Technologies & Services Corporation and We Are IT Philippines, Inc.** as the Bidder with the Lowest Calculated and Responsive Bid (LCRB) for the implementation Project entitled, *"Supply, Delivery, Installation, Testing and Commissioning of One(1) Lot End to End Telecommunication Network Using IP over VSAT (Re-bid)"* in its total calculated and corrected amount of **TWO HUNDRED SIXTY SIX MILLION SEVEN THOUSAND EIGHT HUNDRED THIRTY THREE PESOS and 65/100 (Php266,007,833.65) Only;**

b) to **RECOMMEND**, the award of the contract for the implementation of the foregoing Project to **Joint Venture of SMS Global Technologies Inc., Telered Technologies & Services Corporation and We Are IT Philippines, Inc.,** and;

c) to **RECOMMEND**, finally, the **APPROVAL** of the foregoing findings and recommendations.

RESOLVED this **22nd day of July 2019** at the AO Conference Room, 4th Floor PAGASA Main, Science Garden Complex, BIR Road, Diliman, Quezon City.

EDWIN F. MANRESA
Interim Member/End-user

JOEL C. RIVERA
Member

(on leave)
CESAR A. RAMOS
Member

JESSIE B. ARCE
2nd Vice-Chairperson

EDNA L. JUANILLO
1st Vice-Chairperson

CATALINO L. DAVIS
Chairperson

APPROVED/DISAPPROVED:

VICENTE B. MALANO, Ph.D.
Administrator

Approved on _____

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)

NOTICE TO PROCEED

JOINT VENTURE OF SMS GLOBAL TECHNOLOGIES INC., TELERED TECHNOLOGIES & SERVICES CORP. and WE ARE IT PHILIPPINES INC.
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E-mail Add: javier.fernandez@smsgt.com

Thru: **MR. JAVIER DOMINGO M. FERNANDEZ**
Duly Authorized Representative of the JV Partners

Sir:

The attached **Contract** (Contract ID No. **2019-019**) having been approved, notice is hereby given to your firm that, delivery of the goods and other ancillary services may proceed for the Project entitled: **"Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot End to End Telecommunication Network Using IP Over VSAT – Rebid" (PR No. 2018-09-0650 / IB No.2019-020)** effective upon receipt of this Notice.

You are therefore responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to PAGASA.

Very truly yours,

VICENTE B. MALANO, Ph.D.
Administrator

I hereby acknowledge receipt of this Notice on 20 November 2019
(date of receipt)

Name of Representative of the Bidder: Anthony Christian S. Angeles

Authorized Signature: _____

Republic of the Philippines
DEPARTMENT OF SCIENCE AND TECHNOLOGY
Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)

Contract ID No.	:	**2019-019**
Contract Name	:	***Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot End to End Telecommunication Network Using IP Over VSAT-Rebid***
Location of Project	:	

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into on this 20 NOV 2019 day of _____ 2019 by and between:

The **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA),** a government agency, under the Department of Science and Technology with principal office located at PAGASA Science Garden Complex, BIR Road, Diliman, Quezon City, represented herein by **DR. VICENTE B. MALANO**, in his capacity as Administrator, hereinafter referred to as "**PAGASA**";

- and -

The **JOINT VENTURE OF SMS GLOBAL TECHNOLOGIES INC., TELERED TECHNOLOGIES & SERVICES CORP. and WE ARE IT PHILIPPINES INC.** hereinafter referred to as the **"SUPPLIER"**. ***SMS GLOBAL TECHNOLOGIES INC.*** is a corporation duly organized and existing under and by virtue of the Corporation code of the Philippines with principal address at Penthouse East Tower, PSE Center, Exchange Road, Ortigas Center, Pasig City, Represented herein by ***MR. ANTHONY CHRISTIAN S. ANGELES***, President, ***TELERED TECHNOLOGIES & SERVICES CORP.*** is a corporation duly organized and existing under and by virtue of the Corporation code of the Philippines with office address at Penthouse East Tower, PSE Center, Exchange Road, Ortigas Center, Pasig City, Represented herein by ***MR. CHRISTIAN A. MAURICIO,*** Vice President for Sales, while, **WE ARE IT PHILIPPINES INC**. (**WIT**) is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with corporate office at Unit 143, 14th Floor, The Columbia Tower Ortigas Avenue, Mandaluyong City, represented herein by **MR. JOSE ANTONIO S. REFORSADO JR.**, Sales Head. All Joint Venture partners expressly concurring that, **MR. JAVIER DOMINGO M. FERNANDEZ** shall be the duly authorized representative for the instant Project.

WITNESSETH THAT:

WHEREAS, PAGASA, through the PAGASA Bids and Awards Committee (PAGASA-BAC) invited Bids for certain goods and ancillary services, *viz.*: **Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot End to End Telecommunication Network Using IP Over VSAT-Rebid (Reference: PR No. 2018-09-0650 / IB No. 2019-020),** hereinafter referred to as the ***"PROJECT"***;

WHEREAS, the **SUPPLIER** is among the prospective bidders who offered to provide the above goods and services required by **PAGASA** and has complied with all the requisite Eligibility, Technical and Financial submissions, in accordance with the specific requirements of the **Project** and with the provisions of Republic Act No. 9184, *otherwise known as* The Government Procurement Reform Act and its Implementing Rules and Regulations (IRR);

WHEREAS, after a careful and detailed evaluation and deliberation of the **SUPPLIER's** submitted proposals, the PAGASA-BAC, by virtue of **BAC Resolution No. 2019-045**, *series of 2019*, has concluded the said public bidding and declaring the **SUPPLIER** as the bidder with the Lowest Calculated and Responsive Bid (LCRB); and, finally, recommended the award of the Contract to the latter;

WHEREAS, the **SUPPLIER**, upon receipt of the Notice of Award, has accepted the same in writing; has complied with the issuance of a Performance Security within the prescribed period; and, has represented itself to be qualified to undertake the Project in accordance with the Terms and Conditions set forth in this Contract and with the Terms of Reference for the Project;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Contract, *viz.*:

Attachment (a)	the Invitation to Bid (ITB);
Attachment (b)	the Instructions to Bidders;
Attachment (c)	the General and Special Conditions of Contract;
Attachment (d)	the Terms of Reference including the Technical Specifications;
Attachment (e)	the Bid Data Sheet (BDS);
Attachment (f)	Addendum and/or Supplemental/Bid Bulletins, *if any;*
Attachment (g)	the Eligibility and Technical Documents submitted by the SUPPLIER; *including,* the Bid Security, the Schedule of Requirements, the SUPPLIER's Conformity with the Technical Specifications, and brochures and other related literatures;
Attachment (h)	the SUPPLIER's technical proposals for the Project;
Attachment (i)	the Bidding Form and the Price Schedule submitted by the SUPPLIER;
Attachment (j)	the Additional Bidding Documents/Requirements, as required;
Attachment (k)	the Evaluation Report submitted by the TWG;
Attachment (l)	the PAGASA-BAC Resolution No. 2019-045, *s. 2019,* Recommending Award;
Attachment (m)	the Abstract of Bids, ("as READ" and "as CALCULATED");
Attachment (n)	the Notice of Award (NOA) of Contract and the SUPPLIER's conforme thereto;
Attachment (o)	the Minutes of Meeting;
Attachment (p)	the Performance Security;
Attachment (q)	the Supplier's duly notarized Joint Venture Contract (JVA);
Attachment (r)	Approved Documents (Technical Description, Equipment Specification, Drawings, Schedule, etc.); and
Attachment (s)	Other contract documents as may be deemed necessary by the Parties.

The aforementioned shall collectively be referred to as "**Contract Documents**."

WHEREAS, in this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Terms of Reference (TOR) respectively referred to in **items (c) and (d)** of the immediately foregoing **Clause**.

NOW, THEREFORE, for and in consideration of the above premises and the undertakings set forth, the parties hereto shall mutually comply and agree as follows:

ARTICLE I.
SCOPE OF THE CONTRACT

The **SUPPLIER**, for and in consideration of a sum of money to be paid by **PAGASA**, agrees to Supply, Deliver, Install, Test and Commission in favor of **PAGASA**, One (1) Lot End to End Telecommunication Network Using IP Over VSAT and furnish all labor, materials, equipment, tools and other facilities necessary for the satisfactory and faithful performance of all the works and services for the **Project**.

The works and services contemplated in this Contract shall consist of the following:

1. COVERAGE:

1.1 The proposed solution shall specifically cover PAGASA's:

- 8 Regional Stations,
- 12 Flood Forecasting and Warning Centers (FFWC),
- 51 Synoptic Stations,
- 23 Agromet Stations,
- 55 Weather Camera Stations,
- 29 High Frequency Radars (HFR), and
- 2 Hubs/NOCs

1.2 The proposed solution shall include secondary support equipment such as AVR, UPS, lightning, ground and surge protection system, equipment racks, mounting and other necessary support equipment and facilities.

1.3 The proposed solution shall be broken down in accordance with the manner of transmission, *viz*:

i. For data transmission to Hubs:
   - 51 Synoptic and 23 Agromet Stations to Hubs
   - 55 Camera Stations and 29 HFR to HUBs
   - PRSDs to HUBs
   - FFWCs to HUBs

ii. For processed data distribution from HUB
   - Hub to 51 Synoptic Stations
   - Hub to 23 Agromet Stations
   - Hub to PRSDs
   - Hub to FFWCs

1.4 The proposed solution should be able to function efficiently with bandwidth optimization and WAN Acceleration functions.

2. SYSTEM SPECIFICATIONS:

The proposed system shall have the following minimum specifications:

2.1 PAGASA requires the implementation of a fully-managed broadband IP over VSAT connectivity solution.

2.2 The technical compliance regarding the integration with PAGASA's system will be the successful transmission to and from the hub/remote station of all data required in accordance with all parameters set.

2.3 The VSAT connection solution shall be composed of three (3) parts:

2.3.1 Engineering design, supply, installation, testing and commissioning of satellite and network equipment including accessories, and integration with PAGASA weather monitoring system.

This shall include a command center for monitoring and control of satellite network and network equipment. Each NOC shall have the following:

- One (1) hub for the satellite;
- One (1) network management server (NMS);
- Two (2) high end workstations; and
- One (1) 42" LED display monitor.

This set must be available at the PAGASA-CO NOC and the PAGASA-Mactan-Cebu NOC, respectively. The PAGASA-CO NOC shall have an active monitor and resources management capability being the primary hub. In the event that the latter breaks down, the PAGASA-Mactan Cebu NOC should work as the primary hub and should have full monitoring and resource management capabilities until switchover to the QC NOC takes place.

2.3.2 Engineering design, supply, installation, testing, and commissioning of weather camera stations including accessories and integration with PAGASA weather monitoring system.

This part shall be primarily used for the transmission of captured images (1 snapshot every five (5) minutes). The old existing camera equipment will be properly pulled-out and turned over to PAGASA and will be used as spares.

The dismantling and pulling-out of the old camera system shall be the responsibility of the supplier, including its transportation from the specific station to the PAGASA main office. Other relative matters shall be discussed during the kick-off meeting and during the implementation of the project.

2.3.3 Operations, maintenance, and support services.
This part of the project shall include the following:

- Transponder bandwidth / space segment lease.
- Provisioning of spares and service units including RMA support.
- Services of qualified local manpower who shall support PAGASA's NOC operation and conduct preventive maintenance services and provide onsite support when necessary.
- 24/7 Call center manned by technically-capable personnel who shall handle requests, inquiries, reports and other technical concerns from PAGASA.
- Basic operations training.
- Periodic Preventive Maintenance Services.

2.4 As earlier mentioned, the VSAT network is expected to provide end to end connectivity of PAGASA's eight (8) Regional Stations (PRSDs), twelve (12) Flood Forecasting and Warning Center (FFWC), fifty-one (51) Synoptic Stations, twenty-three (23) Agromet Stations, fifty-five (55) Camera Stations, twenty-nine (29) High Frequency Radar (HFR), to two (2) Hub/NOC.

STAR, MESH, or HYBRID TOPOLOGY can be used with the consideration of most efficient transponder utilization. The Network Operations Center (NOC)/VSAT Hub and 2nd NOC must be located in PAGASA's headquarter in Quezon City and in Mactan, Cebu respectively. Both the hub stations and remote sites will be fully managed by the PAGASA main NOC and the 2nd NOC will have access to monitor the network and manage resources such as the bandwidth.

2.5 The proposed VSAT solution shall operate in C-band except for the Weather Cameras, which may operate in other frequency bands. For the Camera Stations, the prospective bidder shall provide technical justification/analysis in the form of calculations, white paper or any binding document that will ensure high link performances minimizing attenuation on the system.

2.6 The **3-year transponder subscription** shall commence immediately upon the completion and acceptance of the entire system. The access technology/protocol for outbound and inbound traffic should be the best technology available at a lesser cost to the government.

2.7 The proposed VSAT solution shall include the latest and most recent IP over satellite solution/technology, such as Adaptive Coding and Modulation (ACM), TCP IP Acceleration, DNS caching, effective QoS and effective compression for multimedia traffic (voice, video and data), turbo codes, etc.

2.8 Brand new equipment must be delivered and installed to all stations. The existing equipment shall be configured to the new system and shall serve as back-up system.

2.9 The Supplier shall ensure the full compliance, integration, and interconnection of its technical proposal with the PAGASA's weather monitoring system, network and infrastructure.

2.10 The Supplier must provide a proposed Bandwidth Allocation Plan that would permit progressive expansion of bandwidth in each site, and in which the starting bandwidth and the maximal bandwidth will be clearly specified in conjunction with existing and planned traffic per site.

2.11 Provide a comprehensive cost for the space segment, and the cost of shared bandwidth for all sites.

2.12 The preliminary bandwidth allocation per site is specified in **Annex "A,"** of the Terms of Reference.

2.13 PAGASA requires that the winning bidder meets the criteria for the VSAT network as summarized in table below:

SUMMARY OF SLA FOR VSAT Network

SLA indicator	Required SLA Value
VSAT Network and remote link availability:	99.9%
VSAT round trip on a single satellite hop circuit:	Less than 650 ms
Packet Loss:	Less than 0.4 %
Pack Jitter:	Less than 2 ms
Mean time to repair:	Max of 1 hour

3. EQUIPMENT SPECIFICATIONS:

3.1. SATELLITE/TRANSPONDER:

Satellite Orbital Location	+/-30deg of 120Deg East
Life Span	Min. 15 Years
Age	Not more than 10 years
Coverage/Footprint	Nationwide including Kalayaan Group of Islands
EIRP	Min of 40dBW
Frequency	C-band (5850-6425MHz/3625-4200MHz)
Polarization	Horizontal/Vertical or Linear / Circular

The Supplier shall:

a. Provide the required transponder bandwidth for the project including LINK BUDGET CALCULATION.

b. Provide a contiguous transponder bandwidth.

c. Provide an additional transponder capacity on the same transponder and satellite for possible future requirement.

d. Agree to reduce the subscribed bandwidth upon request at any time during the implementation of the project due to the revision of the link budget, new technology and network resizing.

e. Consider 1.8m antenna or smaller for non-time critical systems due to space limitation.

f. Provide technical details including satellite information (satellite name, proposed transponders, launched year, satellite orbit, coverage, EIRP & G/T contours, footprint, status) for link budget validation.

3.2. RF / ANTENNA:

Antenna Gain:	
Satellite Operator Certified:	All antenna should be certified by the partner satellite operator
Mounting:	NPN/Penetrating
Polarization:	Linear
Survival (wind): Operational(wind):	200Km/Hr or better 80Km/Hr or better
Baseband frequency:	L-Band/IF
RF Hub/B-Hub Remote	Full Redundant: automatic failover of ODU wherein 2 BUCs and LNBs installed with a failover switch Single
RF NMS Hub/Backup Hub:	IP/RS232-485

3.3. BASEBAND:

Interface	
RF-Base band:	L-Band/IF
Network:	Ethernet 100/1000 Full Duplex
Network Protocol:	IP
Network Management:	Centralized w/ Back-up Remote Access capable

3.4. CAMERA:

Software:	Standard, non-proprietary
Power/Back-up Power:	Solar, UPS, AVR
Space:	Pole Mounting or similar
Configured TRANSMISSION:	One (1) snapshot/picture every five (5) minutes 24/7 with a resolution of 640 X 480.
Viewing Angle:	90 degrees maximum angle coverage. The camera station shall provide details such as coordinate and elevation together with the snapshot sent. The GPS tagging may come from the camera or the communication module.
IR Filter:	Automatic Day/Night IR Filter
Resolution:	Selectable image resolutions (pre-sets)
Image Tagging:	Timestamps and GPS location
Environmental:	Can withstand harsh rugged weather conditions

3.5. Network Management Server (NMS) – Desktop Computer

Processor:	6th Generation Intel Core i7-6700 Processor (8M Cache, up to 4.0 GHz)
Operating System:	Windows 10 Pro 64-bit English
Memory:	1 DIMM 16GB, 2133MHz, DDR4 up to 64GB
Hard Drive:	2TB 7200 rpm Hard Drive
Video Card:	NVIDIA GeForce GTX 960 with 2GB GDDR5 Graphics Memory or higher
Wireless:	802.11ac + Bluetooth 4.2
Monitor:	23" Monitor WQHD or 4K UHD
Peripherals:	Keyboard and mouse
With license key (Installer) with USB OS recovery	

3.6. High-End Workstation (Desktop PC)

Processor:	6th Generation Intel Core i7-6700 Processor (8M Cache, up to 4.0 GHz)
Operating System:	Windows 10 Pro 64-bit English
Memory:	1 DIMM 16GB, 2133MHz, DDR4 up to 64GB
Hard Drive:	2TB 7200 rpm Hard Drive
Video Card:	NVIDIA GeForce GTX 960 with 2GB GDDR5 Graphics Memory or higher
Wireless:	802.11ac + Bluetooth 4.2
Monitor:	23" Monitor WQHD or 4K UHD
Peripherals:	Keyboard and mouse
With license key (Installer) with USB OS recovery	

3.7. LED Display

- 42" LED TV, Smart Energy Saving, Full HD 1080p, USB DivX HD, Intelligent Sensor
- HDMI (1), DVI-D (1), Display Port (1) with HDCP for all input

- Power Supply: 100-240V~, 50/60Hz
- Power Consumption- Normal : 115W

3.8. UPS

- Output Power Capacity: 550 Watts/1100 VA
- Max Configurable Power: 550 Watts/1100 VA
- Nominal Output Voltage: 230V
- Output Connections:(2) IEC 320 C13 (Battery Backup) (4) Universal Receptacle (Battery Backup)
- Fifteen (15) minutes backup time
- Nominal Input Voltage: 230V

3.9. POLE MOUNTING FOR CAMERA

- Stainless Steel, 2" diameter (minimum)
- Steel NEMA outdoor cabinet for tropical applications, white or gray color
- Stainless mounting bracket, clamps and bolts and nuts
- Stainless hose clamps
- Mounting adaptors shall be tropicalized

4. MISCELLANEOUS REQUIREMENTS

The requirements for the solution shall include the following:

4.1 Provision of performance assurance tool which will enable the PAGASA to monitor, control, configure, manage, and evaluate the performance of the solution.

a. Said tool must be able to measure and provide results for WAN services such as but not limited to the following:

- Link status
- Availability of links for up to one-year log
- One-way delay
- Round trip delay
- Jitter
- Packet loss
- Link throughput
- Bandwidth utilization

b. The tool should also have the capability of automated bandwidth and capacity management and generating summarized and detailed reports.

c. The system shall be configured with the approved bandwidth allocation plan utilizing DSCPC, among others. Bandwidth traffic should automatically change and return to its default setting once required changes has normalized. All traffic changes and link status shall be reported by the network management system (NMS) provided in the NOCs.

5. FACTORY ACCEPTANCE TESTING AND TRAINING

Prior to the delivery of the system being offered, a Factory Acceptance Testing (FAT) and training shall be facilitated/conducted by the Supplier.

a. The Factory Acceptance Testing (FAT) shall be conducted at the country of origin of the equipment offered. The purpose of the test is to verify the performance of the system *vis-à-vis* the specifications and functional requirements of the Project. Any defect or deviation discovered during the factory acceptance test shall be rectified by the manufacturer accordingly.

The FAT shall be conducted in five (5) calendar days, exclusive of travel time, to be attended by seven (7) PAGASA personnel. All related expenses, such as but not limited to, the round trip air fare, transportation, and Daily Subsistence Allowances (DSA) of the PAGASA participants throughout the said activity shall be borne by the winning bidder. The Daily Subsistence Allowance (DSA) shall be in accordance with the latest schedule issued and promulgated by the International Civil Service Commission (ICSC).

All test procedures and required inspections shall be defined in a draft FAT Protocol to be provided to PAGASA not later than 60 days prior to the planned FAT.

Supplier shall acknowledge PAGASA's right to accept or reject any item that is found not in accordance with the required specifications.

b. A 5-day Factory Technical Training (FTT), exclusive of travel time, shall also be conducted/facilitated by the Supplier to be attended by ten (10) technical personnel of PAGASA. The PAGASA representatives shall be trained specifically on the telecommunication network software-hardware configuration/setup and other related subject matters.

   All related expenses, such as but not limited to, the round-trip air fare, transportation, and Daily Subsistence Allowances (DSA) of the PAGASA participants throughout the said activity shall be borne by the Supplier. The Daily Subsistence Allowance (DSA) shall be in accordance with the latest schedule issued and promulgated by the International Civil Service Commission (ICSC).

c. Costs and other related expenses that will be incurred in the conduct of the Factory Acceptance Testing and Factory Technical Training shall be detailed accordingly by the Supplier in its Financial Proposal.

6. ON-SITE TRAININGS

a. A 3-day Operations & Maintenance (O&M) Training shall also be conducted by the Supplier at the five (5) PAGASA Regional Services Divisions (PRSD) namely: the Northern Luzon PRSD in Tuguegarao City; NCR-PARSD in Metro Manila; Southern Luzon PRSD in Legaspi City; Mactan-Cebu PRSD in Cebu; and, Mindanao PRSD in El Salvador City.

   The O&M training course shall cover operation and maintenance, technology, systems, services, installation, electronics troubleshooting and standard operating procedures. Additional training subject matters deemed necessary may be introduced therein and shall form part of the training syllabus. Detailed/Comprehensive hand-outs for each training topics especially on the interpretation and analysis of different products shall also be provided.

   The training shall cover the connectivity of how PAGASA observation equipment are interfaced into the network and its basic trouble-shooting technique. The participants shall be composed of PRSD station personnel and six technical personnel from the Central Office.

   Venue for the On-site Training, preferably, where the participants will be booked/lodged, shall be arranged by the supplier in coordination with the End-user Unit of the Project.

   All related expenses for the conduct of said activity, such as but not limited to, the

round-trip air fare (if applicable), local transportations, Daily Subsistence Allowances (DSA) of the participants and training materials shall be borne by the Supplier.

b. A 1-day Hands-on training shall likewise be conducted by the Supplier at each Synoptic, Agromet and River Center sites for station personnel on how to operate / use the system and its familiarization. Basic trouble shooting technique shall be provided to station personnel in order to capacitate them in the identification of common problems and its immediate solution.
c. Certificate of Training shall be provided to the participants at the end of the course.
d. Certificate of Compliance for each training conducted must be secured by the supplier which shall form part of the supplier's deliverables prior to the issuance of Certificate of Completion and Acceptance by PAGASA.

Costs and other expenses attached to the conduct of On-site Trainings shall be detailed accordingly by the Supplier in its Financial Proposal.

ARTICLE II.
CONTRACT DURATION AND EFFECTIVITY

This Contract for the Supply, Delivery, Installation, Testing and Commissioning of One (1) Lot End to End Telecommunication Network Using IP Over VSAT-Rebid, Including Factory and On-Site Training for PAGASA Radar Operators, Engineers and Technicians shall be for a period of **eighteen (18) months** and shall immediately commence when the following conditions have been complied with:

1) When the herein Contract has been signed and approved by duly authorized representatives of both **Parties** and duly notarized; and,

2) Upon receipt by the **SUPPLIER** of the Notice to Proceed (NTP) from **PAGASA**.

ARTICLE III.
CONTRACT PRICE / PAYMENT SCHEDULE

For and in consideration of the fulfillment of all the terms and conditions of this Contract and consistent with the government accounting and auditing rules and regulations, **PAGASA** shall pay the **SUPPLIER,** in Philippine Currency, the total amount of **TWO HUNDRED SIXTY SIX MILLION SEVEN THOUSAND EIGHT HUNDRED THIRTY THREE PESOS and 65/100 (Php266,007,833.65) ONLY** (hereinafter, **"Contract Price")** as bid price offered by the **SUPPLIER,** inclusive of the Value Added Tax (VAT) and all applicable import duties and taxes as maybe required by the law.

Furthermore, the **Parties** agree that the total Contract Price specified above shall be fully paid in accordance with the following terms:

(a) On execution of this Contract: 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 (as defined under the General and Special Conditions of Contract) are delivered and in the form provided under the 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 required 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 issuance of the Certificate of Completion and Acceptance, which shall be timely and reasonably issued.

ARTICLE IV.
PERFORMANCE SECURITY

The **SUPPLIER** shall post a Performance Security payable to the **PAGASA**, upon signing of the contract and/or receipt of the Notice of Award, whichever comes first, in the form of cash, certified check, cashier's or manger's check, bank draft/guarantee confirmed by a reputable local bank, irrevocable letter of credit issued by a reputable commercial bank; surety bond callable upon demand issued by any reputable surety or insurance company duly accredited by the Philippine Insurance Commission or a combination of the foregoing in accordance with the following schedules:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
1. a) Cash or cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank	Five percent (5%)
2. b) Irrevocable letter of credit issued by a universal or Commercial Bank	
3. c) Surety bond callable upon demand; and/or,	Thirty percent (30%)
4. d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

The performance bond must be **callable upon demand and valid until the system has been completely delivered, installed, tested, commissioned, inspected and accepted by the PAGASA. The provisions on warranty under Article XI shall apply.**

ARTICLE V.
DELIVERY TERMS AND CONDITIONS

The **Parties** herein agree that the following terms and conditions shall be observed on the delivery of the radar system, its accessories and peripherals:

1) The supplier shall deliver and install brand-new hardware equipment and it shall belong to a series productions. No refurbished parts are allowed to be used in the system.
2) Terms and condition written under Technical Specification shall also be applied.
3) That, the nameplates intended for the radar equipment/system, its accessories and other peripherals shall bear the manufacturer's/**SUPPLIER**s standard information;
4) That, all items furnished under this Contract must be Cost, Insurance and Freight (CIF)- **PAGASA-Central Office, Science Garden Complex, Agham Road, Diliman, Quezon City, Philippines**. The **SUPPLIER** shall undertake the transportation of the equipment at the project site and all risks in this transportation shall be assumed by the **SUPPLIER**.
5) That, the delivery, installation, testing and commissioning of the equipment/system at the project site shall be made by the **SUPPLIER** in the presence of **PAGASA's** Project Monitoring Committee (PMC).
6) That, the shipment of the equipment including its accessories described in **Article I** of this Contract shall be made on-site at the expense of the SUPPLIER.
7) That, the equipments shall be packaged in accordance with best commercial standards for air or sea freight, as the case may be.
8) Perpetual licenses on all software products shall be provided upon completion and

turn-over of the Project. The same shall form part of the Project documentation to be submitted by the supplier.

ARTICLE VI.
TITLE AND RISK OF LOSS

The **SUPPLIER** shall be responsible for all risks and shall bear the cost of all necessary insurance on the equipment and other related equipment until such equipment shall have been finally accepted by **PAGASA**. It is understood that title and ownership of all equipment called for in this Contract shall be vested to **PAGASA** only upon final acceptance and payment thereof.

ARTICLE VII.
DELIVERY OF SERVICES AND EXTENSION OF TIME

In the event that the performance of this Contract, or any obligations hereunder, is prevented, restricted, or interfered with by reason of: fire, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes, war or other violence; order, proclamation, regulation, ordinance; demand or requirement of any governmental authority; or any other act or condition which are beyond reasonable control of the affected Party, the Party so affected shall duly notify the other Party in writing.

Appropriate time extension may be granted in favor of the **SUPPLIER**; *Provided, that,* the **SUPPLIER** shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

Extensions of the time may also be granted as mutually agreed upon by both **Parties** for any reasonable and valid causes.

For purposes of this Contract, *force majeure* or fortuitous events are those causes that are beyond its reasonable control, including but not limited to action of the elements, extreme weather conditions, fires, floods, sabotage and the like.

ARTICLE VIII.
SECURITY OF THE EQUIPMENT AND PERSONNEL

The **SUPPLIER**, with the assistance of **PAGASA**, shall coordinate with concerned provincial or municipal government units for assistance on matters involving the security of the equipment and for the safety and unhampered movement of its personnel during installation phase.

PAGASA shall allow the **SUPPLIER** to assign its own security personnel from the time of delivery of equipment to installation and commissioning of the system.

ARTICLE IX.
LIQUIDATED DAMAGES

It is understood that time is an essential component of this Contract and that upon its failure to complete the said contract within the period stipulated herein, save for cases of force majeure, **SUPPLIER** shall pay **PAGASA** liquidated damages in the amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Contract for each calendar day of delay. The maximum deduction shall be not more than ten percent (10%) of the amount of Contract.

PAGASA does not have to prove that it has incurred actual damages in claiming for liquidated damages.

Such amount shall be deducted from any money due or which may become due the **SUPPLIER** under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the **SUPPLIER** whichever is convenient to the procuring entity.

In the event that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the **SUPPLIER**, **PAGASA** may terminate the Contract, forfeit the **SUPPLIER's** performance security and takeover the prosecution of the Project or award the same to a qualified contractor through negotiated contract, subject to payment for the goods and services already delivered and performed by the **SUPPLIER**, in accordance with the Contract.

Such other provisions on liquidated damages under Annex "E" of R.A. 9184 and its IRR shall likewise be implemented.

ARTICLE X.
WARRANTY and AFTER SALES SERVICE

The **SUPPLIER** warrants that it shall strictly conform to all the Terms and Conditions set forth in this Contract. Specifically, the **SUPPLIER** warrants:

1. During the warranty period, any workmanship, system parts, accessories, other materials and equipment that fails to provide satisfactory operation shall be immediately replaced at the SUPPLIER's expense.
2. The repair of any defective material or equipment may be permitted; provided, however, that the item/s being repaired is/are restored to its/their original specifications.
    a. Upon receipt and acknowledgment of PAGASA's report of such defect or problem, the **SUPPLIER** warrants that it shall take the necessary remedial action/s within seven (7) calendar days or any specified period acceptable to PAGASA. Failure on the part of the **SUPPLIER** to take appropriate action within the specified period shall render the **SUPPLIER** liable for penalty using the following formula: warranty bond 730 calendar days (2 years) x number of days of delay. Said penalty shall be charged against any collectible amount by the **SUPPLIER** to PAGASA or shall be deducted from the warranty security posted by the SUPPLIER in favor of PAGASA.
    b. Customs charges, if any, for re-export/re-import of defective parts/repaired parts or replaced parts to the foreign supplier country for repairs, etc. shall be borne by SUPPLIER only, except those caused by the negligent or willful acts or omissions of PAGASA personnel, if any.
    c. Transportation cost for sending defective parts for repairs and sending back repaired or replaced one to radar site, shall be borne by supplier itself.
    d. Other condition under warranty clause of "Technical specifications" section shall also be applicable.
    e. SUPPLIER Shall also warrant the provision of a 24/7 technical support with:

    Communication support facility:
    - E-mail /Telephone /mobile /sms
    - Online Support / Chat Support

    Escalation:

- PAGASA NOC
- 24/7/SUPPORT
- Technical group

Periodic Maintenance Schedule:

- In accordance with the Periodic Maintenance (quarterly, semi-annually and annually) program of the system reviewed and approved by PAGASA.

f. Emergency Repairs

Within 10 days after required parts are identified (if parts are not available on site).

Provision of service unit is required to provisionally replace the defective parts until such time that it was repaired.

g. It shall include in its commitment a provision of a reliable, swift and efficient on-site support and ensure a quick and readily available supply of spare and replacement parts.

3. That, the warranty shall be THREE (3) YEARS ON-SITE on all works and equipment.

4. All goods to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings, or samples and shall operate properly.

5. The supplier will be required to provide warranty certificate from the Original Equipment Manufacturer (OEM) of the goods.

For the above stated purposes, the **SUPPLIER** shall post a **warranty security** for the period of **three (3) years** (the "**Warranty Period**"). The obligation for the warranty shall be covered by either a **retention money** in the amount equivalent to **at least one percent (1%) of the total contract price** or **a special bank guarantee equivalent to at least one percent (1%) of the total contract price**.

The said amount shall only be released only after the lapse of the warranty period. *Provided, however, that*, the material/equipment supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

The three (3)-year warranty period on all system parts, accessories, paraphernalia and services shall commence upon the issuance of the Certificate of Completion and Acceptance by **PAGASA**.

In the event, however, that the **SUPPLIER** fails to take action within the specified period, the **SUPPLIER** will be charged with a penalty of an equivalent amount to be deducted from the warranty bond. The computation shall be made as follows:

$$\text{Penalty} = \frac{\text{warranty bond}}{730 \text{ c.d.}} \times \text{no. of days of delay}$$

For all local equipment, the **SUPPLIER** shall provide **PAGASA** with a standard warranty period, based on the recommended offers by the third party **SUPPLIER**s/manufacturers and shall commence after final acceptance by the **PAGASA.**

For all imported equipment, the **SUPPLIER** will require Certificates of Compliance and two (2) years Warranty, as the case may be, from all sub-system manufacturers and agrees to make such Certificates/Warranty to be made in favor of the **PAGASA.**

ARTICLE XI.
OWNERSHIP OF DOCUMENTS AND NON-DISCLOSURE OF INFORMATION

Upon acceptance by **PAGASA** of the **Project**, its components, parts and all products, product samples and specifications, data ideas, technology, plans, drawings, designs 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, the ownership of which shall transfer to **PAGASA** upon acceptance by **PAGASA** of the **Project.**

SUPPLIER agrees to hold the Proprietary Information in strict confidence. **SUPPLIER** further agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written consent or approval of the **PAGASA.**

ARTICLE XII.
TERMINATION OF CONTRACT

PAGASA reserves the right to terminate this Contract at any time for a valid cause, without incurring liability other than for the payment of the Contract Price for works already performed and materials/equipment already delivered to PAGASA and without prejudice to any other right of **PAGASA,** upon the **SUPPLIER's** material default of its obligations under this Contract such as violation of the terms and conditions of this Contract, significant delay in the work schedule that is not attributable to *force majeure* or fortuitous events or any valid reason beneficial to **PAGASA,** fraud, falsification or misrepresentation in any of the documents submitted by the **SUPPLIER** during the accreditation or eligibility check and post qualification, *Provided, however, that*, notice shall first be served by **PAGASA** to the **SUPPLIER**, within ten (10) days from the default, specifying the default and giving **WIT** at least thirty (30) days from receipt of the notice to remedy the default. However, if the **SUPPLIER** is adjudged by competent authority, whether final or not, to suffer any sanction for serious infractions, **PAGASA** may unilaterally terminate this Contract at any time even before expiration of thirty (30) days.

ARTICLE XIII.
MUTUAL CONSULTATIONS AND ARBITRATION AND VENUE OF ACTION

The **Parties** shall as often as practicable, mutually consult with each other with respect to the faithful performance of their respective obligations under this contract.

The **Parties** shall use their best efforts to promptly resolve any differences or disagreement in connection with implementation of the terms and conditions of this contract. However, in the event that any dispute cannot be resolved after mutual consultation by the parties, then such dispute(s) shall be submitted to arbitration in accordance with the provisions of Republic Act No. 876 otherwise known as the "Arbitration Law". At the option of **PAGASA**, the arbitration shall be held only in Quezon City, excluding other venues. A decision in any such arbitration shall be final and binding on the parties, unless the aggrieved party appealed by way of a petition for review to the Court of Appeals.

The **SUPPLIER** shall continue to supply, deliver, install and commission the said equipment, works and services under this contract notwithstanding that any dispute which may have arisen between the parties is being arbitrated.

ARTICLE XIV.
VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XV.
GOVERNING LAWS

The governing laws of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" and its Revised Implementing Rules and Regulations, the laws on Obligations and Contracts and other pertinent laws shall govern this Contract.

ARTICLE XVI.
NOTICE AND ADDRESSES

All correspondences between the parties and all notices required to be given under this contract shall be deemed to have been properly given only when made in writing and sent or delivered by Registered Mail, confirmed fax or hand delivered to the parties at their following respective addresses:

For **PAGASA:** Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)
Science Garden Complex, BIR Road, Diliman
Quezon City

Attention: **DR. VICENTE B. MALANO**
Administrator
Fax No. **(02) 434-90-39**

For **SUPPLIER:** SMS Global Technologies Inc. / Telered Technologies & Services Corp / We Are IT Philippines Inc.

Attention: **MR.ANTHONY CHRISTIAN S. ANGELES**
President
Penthouse East Tower, PSE Center
Exchange Road, Ortigas Center, Pasig City
Tel./Fax No. **636-74-99 / 633-8262 Fax# 636-7494**

IN WITNESS WHEREOF, the **Parties** hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)

By:

VICENTE B. MALANO Ph.D.
Administrator

SMS GLOBAL TECHNOLOGIES INC. / TELERED TECHNOLOGIES & SERVICES CORP. / WE ARE IT PHILIPPINES

By:

MR. ANTHONY CHRISTIAN S. ANGELES
President

Signed in the Presence of:

LANDRICO U. DALIDA JR., Ph.D.
Deputy Administrator for Operations and Services

Representative for **TELERED TECHNOLOGIES & SERVICES CORP.**

MR. CHRISTIAN A. MAURICIO
Vice-President for Sales

Representative for **WE ARE IT PHILIPPINES INC.**

MR. JOSE ANTONIO S. REFORSADO
Sales Head

Funds Available:

BERNARD LOUISE C. DATUIN
Chief, Accounting Section
ORS# 2019-10-6683
₱ 266,007,833.65
1060514000

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

Name	Valid Identification Document	Issued by	Place Issued
VICENTE B. MALANO	Office ID #571	PAGASA	Quezon City
ANTHONY CHRISTIAN S. ANGELES	Passport # P3881384 A	DFA Manila	Manila

both known to me to be the same persons who executed the foregoing **CONTRACT** and they acknowledged to me that the same is their own, free and voluntary act and deed as well as that of the entity represented.

This instrument consists of **EIGHTEEN (18) pages** including this page on which this Acknowledgment is written and has been duly signed by the parties and their witnesses.

SIGNED AND SEALED on 20 NOV 2019 2019 at Quezon City.

Doc. No. 387;
Page No. 79;
Book No. 81;
Series of 2019.

ATTY. JOSE FLORO P. CRISOLOGO
Notary Public
Until December 31, 2019
Adm. Matter No. NP-088 (2018-2019)
PTR No. 7[illegible]-C/01-28-2019 Q.C
IBP Lifetime No. LRN-03668
Roll No. 49462
MCLE VI-0017262 Valid Until 4-14-2[illegible]