



NOTICE OF AWARD

January 29, 2020

MS. KAZANDRA MAE G. GARCIA

Sales Manager

TIERRA NETWORKS TECHNOLOGIES, INC.

10F Antel Global Corporate Center

#3 Julia Vargas Ave.,

Ortigas Center, Pasig City

Dear Ms. Garcia:

You are advised that the Purchase Order for the "PROCUREMENT OF ONE LOT SUPPLY, DELIVERY, INSTALLATION OF BUSINESS CONTINUITY AND DISASTER RECOVERY SOLUTION FOR A WINDOWS APPLICATION PLATFORM-REBIDDING" of the Metals Industry Research and Development Center has been awarded to your firm in the amount of Three Million Two Hundred Ninety Eight Thousand Pesos Only (Php3,298,000.00), subject to the approval of the concerned authorities.

You are therefore requested to accept the award in writing within ten (10) calendar days from receipt hereof and post a performance security according to the following schedule:

- Cash, Manager's check or Cashier's check – 5% of the total contract price;
- Bank Guarantee/ Draft/ Irrevocable Letter of Credit – 5% of the total contract price;
- Surety Bond, callable on demand, valid for one year, issued by the Office of the Insurance Commissioner, or any combination thereof – 30% of the total contract price.

Thank you.



Very truly yours,

ROBERT O. DIZON
Executive Director

Contract Agreement Form

THIS AGREEMENT made the 30th day of January 2020 between METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER, with office address at General Santos Avenue, Bicutan, Taguig City, represented herein by its Executive Director, ROBERT O. DIZON, hereinafter called "the Entity" and TIERRA NETWORKS TECHNOLOGIES, INC. with office address at 10F Antel Global Corporate Center, #3 Julia Vargas Ave., Ortigas Center, Pasig City represented herein by its Sales Manager, MS. KAZANDRA MAE G. GARCIA hereinafter called "the Supplier".

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., "PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION OF BUSINESS CONTINUITY AND DISASTER RECOVERY SOLUTION FOR WINDOWS APPLICATION PLATFORM-REBIDDING" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Two Hundred Ninety Eight Thousand Pesos Only (Php3,298,000.00)** hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

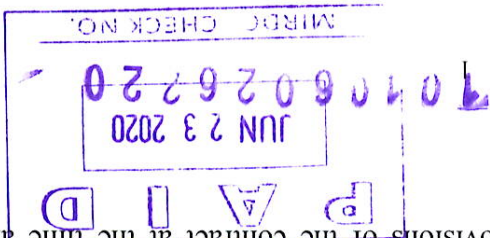
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity with the provisions of the Contract

4. The Entity 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.



5. The Entity adopts countertrade as a supplemental trade tool in connection with transactions involving the importation or procurement of foreign capital equipment, machinery, products, goods and services entailing the payment of at least US \$1,000,000 or its equivalent in other foreign currency. As such, in the event that the Supplier's sum of the contracts for goods supplied by importation reaches US \$1,000,000, the Supplier shall be required to perform Countertrade equivalent to at least fifty percent (50%) of the foreign exchange value of the imported equipment to be supplied under this Supply Agreement. The terms and conditions relative hereto shall be agreed upon between the Supplier (or its nominated Trading Company) and Philippine International Trading Corporation (PITC), the Philippine Government's countertrade agency, under a separate Contract/ Agreement which must be signed no later than ninety (90) days from the date of the signing of this Supply Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by **ROBERT O. DIZON** the Executive Director for the Metals Industry Research and Development Center.

Signed, sealed, and delivered by **MS. KAZANDRA MAE G. GARCIA** the Sales Manager for the **TIERRA NETWORKS TECHNOLOGIES, INC.**

Binding Signature of Procuring Entity:

ROBERT O. DIZON
Executive Director

Binding Signature of Supplier:

MS. KAZANDRA MAE G. GARCIA
Sales Representative

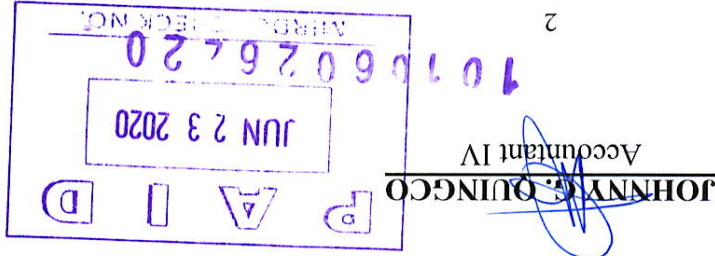
Witness

[Signature]

Witness

[Signature]
MIC R. GARCIA

Certified Funds Available



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____
(S.S.)

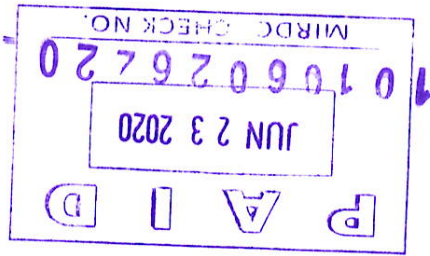
Before me, a Notary Public for and in the _____
this _____
MANDALUYONG CITY

NAME	I.D. NO.	DATE/PLACE ISSUED
Robert O. Dizon	EC4028370	DFA, Manila/April 24, 2015
Kazandra Mae G. Garcia	P0071841A	DFA, Manila/August 27, 2016

all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed as well as of the principal they represent.

This instrument refers to **Supplier's** Agreement consisting of three (3) pages, including this page in which the Acknowledgment is written, signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place above written.



ATTY. JAMES K. ABUGAN
NOTARY PUBLIC
Appl. No. 0442-19
Dated Dec 31, 2010
JUP No. 10013 2010/01/27 Final Chapter
P. A. I. D. JUN 23 2020
MIRDC CHECK NO. 10106026720
PTR No. 433065/01-03-2020
TCL No. 031-40-90
Mandaluyong City

Doc No. 401;
Page No. 82;
Page No. 2;
Series of 2020.

FEB 13 2020

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 IN THE CITY OF MANILA) S.S.
 3rd February 2020
 In Manila, Philippines before me,
 A.D., personally appeared

NAME	Res. Cert. No.	At	ISSUED	On
Mr. KAZANDRA MAE G. GARCIA				
Mr.				
Mr.				
Mr.				

and PASCUAL C. CARBERO
 Manila on _____
 COMPANY, INC. with Res. Cert. No. C- _____
 to me known to be the same persons who signed and executed the
 foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

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

Doc. No. 93
 Page No. 20
 Book No. XXVI
 Series of 20 2020

ATTY. GEMINIANO G. GALICIA, JR.
 Notary Public - City of Manila
 Notarial Commission # 2019-050102-26-19
 My Commission Expires 12/30/2020
 ISP # 10076201/03/20/Pasig City
 PTR # M.L.A. 9120169/01-02-20
 MCLE Comp# VI-0024284/unh1 04-14-22
 At Alpha Insurance Centre, 1025 San Marcelino St., Ermita, Manila.

I, PASCUAL C. CARBERO - SVP - BONDS & REINSURANCE of ALPHA INSURANCE AND SURETY COMPANY, INC. having been duly sworn states and deposes that the said ALPHA INSURANCE AND SURETY COMPANY, INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Manila and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines, and that it is actually worth the amount specified in the foregoing undertaking and Fifty-Nine Thousand Four Hundred Pesos & Zero Centavos (P59,400.00) Philippine Currency, over and above all just debts and obligations and property exempt from execution.

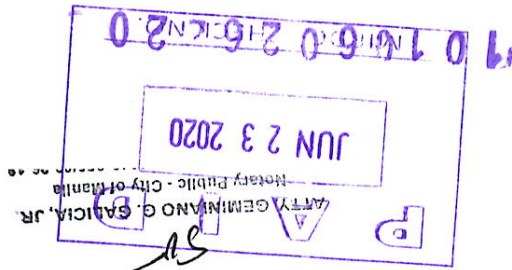
ALPHA INSURANCE AND SURETY COMPANY, INC.
 TTN 000-433-024-000-VAT

METALS INDUSTRY RESEARCH & DEVELOPMENT CENTER

CERTIFIED TRUE COPY:

Subscribed and sworn to before me this 3rd day of February 2020
 at City of Manila Philippines. Affiant exhibited to me his Residence Certificate and that the corporations as above mentioned.

Doc. No. 94
 Page No. 20





ALPHA INSURANCE & SURETY COMPANY, INC.

1025 San Marcelino St., Ermita, Manila
Trunkline 525-1301 / Fax No. 522-6131



DOCUMENTARY STAMP
PHP 680.50

20000011220202/04/202010:56DS111PSIC034RDO034

P	PREMIUM
:	DOC. STAMPS
:	EVAL
:	NOTARY FEE
:	OTHERS
P	TOTAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **TERRA NETWORKS TECHNOLOGIES, INC.**,
do hereby certify that we are duly organized and existing under and by virtue of the Republic of the Philippines with principal office at Manila, as surety are held
& firmly bound unto **MIND C Corp., C/o Samson Avenue, Bicutan, Taguig City**
in the sum of **Nine Hundred Eighty Nine Thousand Four Hundred Pesos Only**
(**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.
THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

WHEREAS, the above-bounden Principal has been required by the Obligor to post this Performance Bond to fully
and faithfully guarantee the Procurement of Cms (1) Lot Supply, Delivery, Installation of Business Continuity and Disaster
Recovery Solution for a Windows Application Platform - Reloading of the Inland Industry, Research and Development Center,
as per notice of award dated January 20, 2020, duly posted and published in the Philippine Free Press and other papers;
WHEREAS, this bond does not guarantee the repayment of the downpayment or any monetary advances made by
the Obligor, any valid claim under this bond shall be settled proportionately to the accomplishment/delivery made by
the Principal regarding the above-mentioned project;
PROVIDED, however, that the liability of the Surety Company under this bond shall in no case exceed the sum
of **PESOS Nine Hundred Eighty Nine Thousand Four Hundred (Php989,400.00) only**, Philippine Currency;
This bond shall be callable on demand.

WHEREAS, said Contract requires said principal to give a good and sufficient bond in the above stated sum to secure
the full and faithful performance on his part of said contract.
NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in
full force and effect.
The liability of **ALPHA INSURANCE AND SURETY COMPANY, INC.**, under this bond will expire on
February 03, 2021
or created after said date, notice of claims against the SURETY must be given to the bonding company not later than (10) ten
days from said expiration date, and failure to do so shall release the SURETY from all liabilities under this bond and shall be a
bar to any action against it.

WITNESS OUR HANDS, A SEAL this 20th day of February, 2020

