

Office of the President  
of the Philippines  
Malacañang

NOTICE TO PROCEED

**ROSEMARIE L. TRINIDAD**

Solutions Consultant

**MICRODATA SYSTEMS AND MANAGEMENT, INC.**

Crystal Building 199, CM Recto Street,

Barangay Addition Hills, San Juan City

Tel. No.: 8-705-7777

Dear Ms. Trinidad:


The attached contract having been approved, notice is hereby given to **MICRODATA SYSTEMS AND MANAGEMENT, INC.** that work may commence, effective after the receipt of this notice, on the contract for the project: **One (1) Lot Supply, Delivery, Installation, and Commissioning of Two (2) Nodes for Hyperconverged Infrastructure (HCI) under PR. No. 20-06-1403 dated 27 May 2020 in the amount of Nine Million One Hundred Eleven Thousand Four Hundred Eighty-Nine Pesos (₱9,111,489.00).**

Thus, you shall be responsible in performing these services under the terms and conditions of the Contract and in accordance with its provisions.

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 the Office of the President Bids and Awards Committee.

Very Truly Yours,  
By Authority of the Executive Secretary:

**USEC MARAH VICTORIA S. QUEROL**  
Chief of Staff, Office of the Executive Secretary

I acknowledge receipt of this Notice on : JAN. 4, 2021  
Name of Representative of the Bidder : ROSEMARIE L. TRINIDAD  
Authorized Signature : 

Office of the President  
of the Philippines  
Malacañang

**CONTRACT FOR ONE (1) LOT SUPPLY, DELIVERY,  
INSTALLATION AND COMMISSIONING OF TWO (2) NODES FOR  
HYPERCONVERGED INFRASTRUCTURE (HCI)**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract for One (1) Lot Supply, Delivery, Installation and Commissioning of Two (2) Nodes for Hyperconverged Infrastructure (HCI) (hereinafter referred to as the **Contract**), made and entered by and between:

The **OFFICE OF THE PRESIDENT**, with office address at Malacañan Palace, J.P. Laurel Street, San Miguel, Manila, represented in this act by **UNDERSECRETARY MARAH VICTORIA S. QUEROL**, Chief-of-Staff, Office of the Executive Secretary, and hereinafter referred to as the **OP**;

-and-

**MICRODATA SYSTEMS AND MANAGEMENT, INC.**, an entity duly-registered and existing under the laws of the Philippines, with office address at Crystal Building, #199 CM Recto Street, Barangay Addition Hills, San Juan City, represented in this act by its Solutions Consultant, **MS. ROSEMARIE L. TRINIDAD** and hereinafter referred to as the **SUPPLIER** (A copy of the Secretary's Certificate evidencing such authority is attached as **ANNEX "A"**);

and hereinafter collectively referred to as the **PARTIES**;

**WITNESSETH, that:**

**WHEREAS**, the OP, through its Bids and Awards Committee (BAC), caused the Procurement of One (1) Lot Supply, Delivery, Installation and Commissioning of Two (2) Nodes for Hyperconverged Infrastructure (HCI) pursuant to OP Purchase Request No. 20-06-1403 dated 27 May 2020, with an Approved Budget for the Contract (ABC) amounting to **Eleven Million One Hundred Thirty Six Thousand Nine Hundred Twelve Pesos and Two Centavos (P11,136,912.02)**;

**WHEREAS**, after a duly conducted public bidding on 20 August 2020 with three (3) bid proposals, the BAC has approved BAC Resolution No. 2020-10-200 dated 15 October 2020, recommending to the Head of the Procuring Entity (HoPE) the award of the Contract to the SUPPLIER as the lowest calculated and responsive bid, for the completion of the Project in the amount of **Nine Million One Hundred Eleven Thousand Four Hundred Eighty-Nine Pesos (P9,111,489.00)**;

**WHEREAS**, the HoPE has approved the recommendation of the BAC and consequently, a Notice of Award (NOA) dated 23 October 2020 was issued to the SUPPLIER and was accepted on 18 December 2020;

**WHEREAS**, the SUPPLIER has posted the required performance security in the form of a performance bond in the amount of **Two Million Seven Hundred**

ARNALITO R. BETICON

GLORIA M. BUNDOC

ROSEMARIE L. TRINIDAD

MARAH VICTORIA S. QUEROL

**Thirty-Three Thousand Four Hundred Forty-Six Pesos and Seventy Centavos (P2,733,446.70)** issued by Stronghold Insurance Company, Inc. on 21 December 2020 (A copy of said performance bond is attached herewith as **ANNEX "B"**);

**NOW, THEREFORE**, for and in consideration of the foregoing, the SUPPLIER hereby and by these presents, binds itself to undertake the Project, and the OP in turn binds itself to compensate the SUPPLIER subject to the following terms and conditions:

1. **Obligations of the SUPPLIER.** The SUPPLIER commits to execute and complete the Project under OP Purchase Request No. 20-06-1403 dated 27 May 2020 in accordance with, and as specified in this Contract and the documents attached to it, subject to other requirements imposed by applicable laws, rules, and regulations, which are deemed written into this Contract.

1.1 The SUPPLIER shall, within seven (7) calendar days from the signing of this Contract, appear before the Procurement Management Service (PMaS) for purposes of receiving the Notice to Proceed (NTP).

1.2 In case of failure of the SUPPLIER to appear before the PMaS within the period herein stipulated, the OP shall send a copy of the NTP to the known address of the SUPPLIER as reflected in the bid documents, by registered mail. If the SUPPLIER, within fifteen (15) calendar days from the date the NTP was sent by registered mail, still fails to deliver the Project within the period specified in the NTP, the SUPPLIER shall be deemed to have abandoned the Contract, and the OP may unilaterally rescind the Contract, subject to the terms and conditions of this Contract and existing applicable laws, rules and regulations.

1.3 The SUPPLIER shall immediately deliver the Project within forty-five (45) calendar days from receipt of the NTP issued by the OP and/or from the issuance of a Presidential Security Group clearance.

1.4 All supplies and deliveries shall be subject to inspection and examination by the Assets Management Office (AMO) and the Information and Communications Technology Office (ICTO), who may reject the supply and delivery of the SUPPLIER. Rejected deliveries shall be satisfactorily corrected immediately, while rejected materials and/or parts shall be immediately replaced by the SUPPLIER, at no cost to the OP.

1.5 The SUPPLIER shall not directly or indirectly, in whole or in part, by operation of law or otherwise, sub-contract, entrust, assign or transfer this Contract or delegate any of the obligations without the written consent of the OP, otherwise the OP shall have the right to unilaterally rescind the Contract without notice to the SUPPLIER and recover liquidated damages immediately.

1.6 The SUPPLIER shall observe and comply with all laws, ordinances, rules and regulations of both the national and local government applicable to or binding upon the PARTIES hereto, the delivery of goods covered by the Contract, or the persons engaged in the performance and accomplishment of the delivery of the goods covered by this Contract, and shall protect and indemnify the OP against any claim or liability arising from the violation thereof, whether by himself, his employees, or his subcontractors, trustees, assignees should the SUPPLIER, in violation of Sub-Clause 1.5 hereof, subcontract, entrust or allow any person to undertake the Project at any given time.

ARNALITO R. BETICON

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ROSEMARIE L. TRINIDAD

MARAH VICTORIA S. QUEROL

2. **Obligations of the OP.** As provided for by the provisions and terms of this Contract and its attachments and as consideration for the full and faithful performance and accomplishment of all the obligations of the SUPPLIER, the OP shall pay the SUPPLIER the full amount of **Nine Million One Hundred Eleven Thousand Four Hundred Eighty-Nine Pesos (P9,111,489.00)**, provided that payment shall be made only upon certification from the AMO and ICTO that the Project is 100% delivered, accomplished or complete, subject to existing laws, rules and regulations

2.1 **Retention Money.** Payment is subject to the ten percent (10%) "retention money" based on the total amount due to the SUPPLIER, as described under General Conditions of Contract Sub-Clause 10.1. The said amount shall only be released after the lapse of the warranty period as specified in the Contract.

3. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the attached General and Special Conditions of Contract (A copy of said Contract is attached herein as **ANNEX "C"**).

4. The following documents are deemed integral parts hereto and shall be read and construed as part of this Contract, *to wit*:

ANNEX D -Invitation to Bid;  
E -Eligibility Requirements of the Winning Bidder;  
F -Instruction to Bidders;  
G -Bid Data Sheet;  
H -Addenda and/or Supplemental/Bid Bulletin, if any;  
I -Bid Forms; and  
J -Other contract or documents that may be required by existing laws and/or the OP.

5. **Warranty.** All Goods supplied under this Contract shall be new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the OP provides otherwise. Further, the SUPPLIER warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the SUPPLIER that may develop under normal use as specified in the Special Condition of the Contract (SCC) Sub-Clause 17.3 reckoned from the date of issuance of the Certificate of Final Acceptance by the OP. The warranties against defects, except those occasioned on force majeure, shall cover the period as described under the SCC Sub-Clause 17.4, reckoned from the date of issuance of the Certificate of Final Acceptance by the OP.

6. **Liquidated Damages.** It is understood and agreed that time is of the essence in this Contract. In any event the SUPPLIER refuses or fails to complete the Project within the specified time, or within any period of extension that may be granted, the OP is hereby authorized to deduct actual damages, without need of proof, and liquidated damages from the retention money, as herein defined, or the securities posted, or whatever amount due to the SUPPLIER under this Contract, whichever may be appropriate and convenient to the OP.

The amount of liquidated damages shall be one tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay until the work is completed. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract price, the Contract shall be rescinded, without prejudice to other courses of action and remedies available to the OP.

ARNALITO R. BETICON

GLORIA M. BUNDOC

ROSEMARIE L. TRINIDAD

MARAH VICTORIA S. QUEROL

7. **Notices.** Notices required to be served under this Contract shall be made in writing and sent to the address of the PARTIES indicated above or to such other addresses subsequently designated by the PARTIES in writing.
8. **Breach.** A material breach by the SUPPLIER of any warranty, representation or covenant herein made entitles the OP, upon due notice, to rescind the Contract with damages.
9. **Arbitration.** If any dispute or difference of any kind whatsoever shall arise between the PARTIES in connection with the implementation of the Contract, the PARTIES shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004"; provided that by mutual agreement, the PARTIES may agree in writing to resort to alternative modes of dispute resolution.
10. **Separability Clause.** If any of the provision of this Contract shall expire or cease to be feasible, it shall be without prejudice to the validity of the remaining provisions of this Contract. The invalid or non-feasible provisions will be replaced by the PARTIES with a provision which shall be faithful to the original provision. The same applies in the case of any incomplete portion of this Contract.
11. **Entire Agreement.** This Contract contains the entire understanding between the PARTIES and supersedes all prior or contemporaneous agreements, representations, and promises, whether written or oral. Any amendment or modification of this Contract shall be in writing and signed by both PARTIES or by their duly authorized representatives.
12. **Binding Effect.** All terms, covenants, conditions and provisions of this Contract shall be binding and enforceable upon the PARTIES and their successors-in-interest and assigns.
13. **Governing Law.** This Contract shall be made and governed by the laws of the Republic of the Philippines.
14. **Venue.** The PARTIES agree to submit themselves exclusively to the jurisdiction of the courts of the City of Manila, Philippines on any action, dispute, or special proceedings arising out of this Contract.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures, on the day above-cited, in the City of Manila, Philippines.

**OFFICE OF THE PRESIDENT**  
By Authority of the Executive Secretary:

  
**MARAH VICTORIA S. QUEROL**  
Undersecretary  
Office of the Executive Secretary

**MICRODATA SYSTEMS AND  
MANAGEMENT, INC.**

By:

  
**ROSEMARIE L. TRINIDAD**  
Solutions Consultant

**SIGNED IN THE PRESENCE OF:**

  
**GLORIA M. BUNDOC**  
 Head, Finance Office

  
**ARNALITO R. BETICON**  
 Sales and Technical Director

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
 ) S.S.

**QUEZON CITY**

**QUEZON CITY**

**DEC 28 2020**

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, personally appeared the following:


NAME	PROOF OF IDENTIFICATION	EXPIRATION DATE
MARAH VICTORIA S. QUEROL	IBP ID No. 58794	No expiration
ROSEMARIE L. TRINIDAD	UMID CRN-0111-3775972-8	No expiration

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free act and deed and of the entities they represented.

This instrument refers to a Contract consisting of five (5) pages, including the page on which this Acknowledgment is written, duly signed by the above-named PARTIES and their instrumental witnesses to this contract.

**WITNESS MY HAND AND SEAL.**

Doc. No. 27 ;  
 Page No. 7 ;  
 Book No. 36 ;  
 Series of 2020.

  
**ATTY. CONCEPCION P. VILLARENA**  
 Notary Public for Quezon City  
 Until December 31, 2021  
 PTR No. 9296041 – 1-2-2020/ QC  
 IBP No. 093586 – 10-22-2019/ QC  
 Roll No. 30457 – 05-09-80  
 MCLE VI – 0030379  
 Adm. Matter No. NP-001(2020-2021)  
 TIN No. 131-942-754

ROSEMARIE L. TRINIDAD  
 MARAH VICTORIA S. QUEROL