

**CONTRACT FOR THE PURCHASE OF
ANTIVIRUS AND ANTISPAM SOFTWARE
WITH MAINTENANCE SUPPORT**

KNOW ALL MEN BY THESE PRESENTS:

This *Contract for the Purchase of Antivirus and Antispam Software with Maintenance Support* ("**the Contract**"), made and entered into, by and between :

PHILIPPINE DEPOSIT INSURANCE CORPORATION, a government instrumentality organized and existing under Republic Act No. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, represented herein by its Vice President for Information Technology Group, **Ms. MARIA BELINDA C. SAN JOSE**, and hereinafter referred to as the "**CLIENT**"

- and -

ePLDT, INC., a corporation duly organized and existing under the Philippine laws with principal office address at 5TH Floor L.V. Locsin Building, Makati Avenue corner Ayala Avenue, San Lorenzo, Makati City, represented herein by its Chief Operating Officer, **Ms. NERISSA S. RAMOS**, hereinafter referred to as the "**CONTRACTOR**"

WITNESSETH - That:

WHEREAS, there is a need for the **CLIENT** to acquire an antivirus and antispam software, which is essential in protecting the **CLIENT's** servers and workstations from viruses, trojans and other malicious codes, as well as in filtering spam or unsolicited messages from reaching the **CLIENT's** mailboxes;

WHEREAS, for the purpose, a public bidding was conducted by the **CLIENT** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

WHEREAS, in said public bidding, the **CONTRACTOR** submitted the lowest bid and offered the most advantageous terms and conditions for the **CLIENT**;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties hereby agree as follows:

I. SUBJECT MATTER

The **CONTRACTOR** agrees to fully and faithfully fulfill, perform and accomplish, to the satisfaction of the **CLIENT**, the following:

- A. Supply, deliver and properly install, within thirty (30) working days from the signing of this Contract, an antivirus and antispam software to the one thousand two hundred (1,200) workstations and thirty-three (33) servers as well as on such other additional computer equipment as shall be identified by the **CLIENT**, subject to the specifications/requirements/ modules/features herein below provided, to wit:

1. General System Requirements, which shall include the following:

- Must be capable of providing user licenses to at least 1,200 workstations and 33 servers.
- Must be capable of providing user licenses to at least 700 Lotus Notes mailboxes/email users.
- Must have a solution/system, which is capable of running on Windows Operating System and supports Windows 2000SP4 or higher versions on a server, subject to the following minimum hardware specifications:
 - 2 Intel Xeon 2.4 GHz
 - 200GB Hard Disk
 - 2 GB Memory
- Must have at least two (2) operational installations in the Philippines with at least 1,000 user licenses.

2. Scanning Module for Workstations and Servers, which shall include the following:

- Must have the capacity to monitor all virus entry points, including disks, programs, documents, network drives, CD-ROM, email and Internet downloads at the desktop.
- Must have a minimum bandwidth usage during scanning of servers and workstations.
- Must have the capability to automatically repair virus registry entries, delete virus in memory as well as undertake repair system files modified by virus such as, but not limited to, win.ini.
- Must be capable of performing kernel-level scanning for viruses and malicious code via Microsoft to minimize performance degradation. It must also have a multi-threaded scan engine in order to enhance the speed of scanning files and minimize the impact to the server.
- Must have the capacity to automatically remove malware from local and remote clients.

- Must be capable of identifying the infected clients by specific IP address and machine name, with detailed reporting to support comprehensive cleanup.
- Must have the ability to block virus carriers and prevent viruses from propagating and jamming networks through the use of policies.
- Must be able to allow the administrator to deliver outbreak prevention policies which would provide early warning to prevent or contain outbreaks before patches, pattern files, or network signatures are deployed.
- Must have the capacity to manage multiple workstations and servers from a web-based console, which would enable the administrator to deploy programs and updates to workstations as well as servers simultaneously. It must also have the capacity to monitor status in real time including, but not limited to, pattern file and program versions, infection status, and connection status for all workstations and servers.
- Must ensure a no end-user intervention during installation and update.
- Must be resistant to any attempt to disable or uninstall by any end users.
- Must have the capacity to be configured to automatically download virus pattern files and scan engine updates, and distribute them to designated workstations and servers.
- Must have an incremental update mechanism which would allow the designated servers to download only the new virus pattern files that have been added in the last version and thus, saves download time and preserves network bandwidth.
- Must be able to provide comprehensive reporting facility, including customizable and printable reports.
- Must have the capability to present detailed reports such as, but not limited to, the number of workstations affected per day, number of viruses captured, and the action taken.
- Must have the ability to present reports in graphical format.
- Must be compatible with workstations and servers running on Windows XP and higher versions with the following minimum hardware specification:

➤ Pentium IV 2 Ghz, 40GB HD, 512 MB Memory

3. Scanning Module for two (2) Lotus Domino Servers, which shall include the following:

- Must be able to scan content of inbound and outbound email in order to help prevent the loss of confidential or proprietary information as well as trade secrets, including exposure to legal liability.
- Must be able to detect attachments by file name, true file type, file extension, and attachment content-type.
- Must be able to detect viruses in compressed attachments, including recursive archives.

- Must be capable of blocking non-business related files or oversized attachments from entering the system and thus, increase network performance.
- Must be able to support multiple email usage policies, which would enable the administrator to define scanning and notification rules for both inbound and outbound traffic such as, but not limited to, rules on file size attachment, rules on the type of attachment, etc.
- Must have outbreak prevention services in order to provide a proactive response to new virus threats and thus, ensure inbound email free from malicious code embedded in SMTP traffic.
- Must be able to help avert potential threats by removing suspicious attachment file types before the virus pattern is available.
- Must be able to provide protection against malware (viruses, worms, Trojans, and other malicious code) by blocking the attachment types used by viruses as well as scans all email with embedded JavaScript or ActiveX code.
- Must be able to manage the module from a Lotus Domino administrator program which includes monitoring status in real time including pattern file and program versions and infection status.
- Must have the capacity to be configured to download virus pattern files and scan engine updates automatically.
- Must have the capacity to use incremental update mechanism which would enable the designated servers to download only the new virus pattern files that have been added in the last version and thus, saves download time and preserves network bandwidth.

4. SMTP Gateway Software including Scanning Module, which shall include the following:

- Must be able to detect and disinfect virus at the mail gateway.
- Must have a gateway security which would trigger automatic cleanup on clients.
- Must enforce regulatory compliance, coordinated defense against email threats and prevent data leakage through its intuitive policy settings. It must also have the capability to filter the inbound and outbound emails as well as attachments based on keywords, lexicons, attachment characteristics, and other content security rules. For more customized content filtering, users can construct rules using Boolean and regular expressions.
- Must be able to filter mail by attachment file type such as, but not limited to, the following:
 - potential virus infected (*.exe, *.com, *.dll, *.drv, *.bin, *.ovl, *.sys)
 - audio files (*.wav, *.mp3, midi)

J
fgk

ad

[Handwritten signature]

➤ video files (mpeg, msvideo format, quicktime format)

- Must have the capacity to block IP addresses of known phishers, signatures of phishing emails, and heuristics specifically aimed at phishing emails to provide an effective, combined approach against phishing emails, thereby, improving protection against identity theft and loss of confidential information on both corporate data and employees' personal information.
- Must have the capacity to complement with the web scanning module in order to block transmission of outbound data to known phishing-related Web sites.
- Must be able to identify computers by their Internet address and adds them to the blacklist which is checked in real time by the e-mail server. An email sent from a blacklisted server will be refused.
- Must have the capacity to notify the administrator and/or sender/recipient that the message is unacceptable.
- Must have the capacity to create rules which would automatically delete or process blocked e-mails such as sending to junk or quarantine box.
- Must be able to allow the administrator to create/configure simple and easy rule set.
- Must be able to allow the administrator to designate authorized sender(s) and recipient(s) by company, group, or individual and can set the appropriate enforcement action for each policy.
- Must be able to allow the administrator to add company-specific legal disclaimers to outgoing e-mail based on message content characteristics.
- Must be compatible with Microsoft Windows and Linux. It must also allow flexible configurations with multiple servers while a single Web-based management console enables the administrator to monitor status in real time, including pattern file and program versions, policy, configurations, logging and reporting.
- Must have the capacity to be configured to download virus pattern files and scan engine updates automatically.
- Must have the capacity to use incremental update mechanism which would enable the designated servers to download only the new virus pattern files that have been added in the last version and thus, saves download time and preserves network bandwidth.

5. Internet Proxy Server with Scanning Module for Web, which shall include the following:

- Must be able to protect local area network against Web-based attacks, including viruses, Trojans, worms, spyware, grayware and phishing.

- Must enable the administrators to manage employees' Internet use by limiting access by category, group or user, time of day, day of week, and bandwidth quotas.
- Must be able to filter Web content through its database where URLs are categorized in order to effectively identify as well as block inappropriate Web sites.
- Must be able to block websites based on specified categories such as, but no limited to, sexual explicit/graphic materials, gambling, gaming and other sites that pose security threats and similar contents.
- Must be able to manage servers from a web-based console. The console enables administrators to monitor status in real time, including pattern file and program versions, policy, configurations, logging and reporting.
- Must have the capacity to be configured to download virus pattern files as well as scan engine updates automatically.
- Must have the capacity to use incremental update mechanism which would enable the designated servers to download only the new virus pattern files that have been added in the last version and thus, saves download time and preserves network bandwidth.

B. Provide comprehensive maintenance support to the **CLIENT's** antivirus and antispam software subject of this Contract for a period of three (3) years. For this purpose, the **CONTRACTOR** shall issue in favor of the **CLIENT** a certificate of entitlement to 3-year comprehensive maintenance subscription, which maintenance support shall include, among other requisite support services, the following:

1. Free software updates and upgrades to any and all of the **CLIENT's** workstations and servers for the entire duration of the contract.
2. Unlimited telephone and email support to the **CLIENT**.
3. 24 x 7 Technical support to the **CLIENT**.
4. Trainings or transfer of knowledge for the following:
 - At least two (2) technical trainings for the Administrators of the proposed solution.
 - At least two (2) trainings for the Administrators of the proposed solution on Network and/or System Security.

The maintenance support service that the **CONTRACTOR** shall provide the **CLIENT** shall encompass all services required to maintain the **CLIENT's** servers, workstations and computers free from viruses, Trojans, and corruptions of any type, class, kind or variety; as well as maintenance services as shall filter out or prevent spam or any form of unsolicited message from reaching the **CLIENT's** mailboxes.

C. Provide the **CLIENT** with the necessary system documentations of the software subject of this Contract which shall include, but not limited to, User Manual, Administration Manual, etc.

- D. Present and submit for the approval of the **CLIENT**, within seven (7) calendar days from the signing of this Contract, a detailed work plan outlining the timetable of activities in the implementation of the project as well as in identifying the responsibilities of those who will be involved in the project.
- E. Work closely and harmoniously with the **CLIENT's** Information Technology Group relative to the planning and implementation of the project.
- F. Undertake to render/provide the **CLIENT** with such other assistance/services as may be deemed necessary in order to ensure a virus-free and spam-free operation of the **CLIENT's** servers and workstations.

II. CONSIDERATION/CONTRACT PRICE

- A. For and in consideration of the supply, delivery, installation of the software referred to in this Contract, and the services required to be provided thereon, as well as the compliance by the **CONTRACTOR** with any and all the terms and conditions specified herein, the **CLIENT** agrees to pay the **CONTRACTOR** the sum total of **ONE MILLION NINE HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED SIXTY TWO PESOS (P1,927,962.00)**, Philippine currency, inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be required by the government, both national and local, for any and all items and services that the **CONTRACTOR** will provide under this Contract.
- B. The consideration/contract price referred to above shall be paid in three (3) equal installments; the first installment equivalent to PhP642,654.00, to be made not earlier than seven (7) working days after the **CONTRACTOR** shall have successfully completed the delivery and installation of the software subject hereof; and the succeeding installments shall be made on or before the end of January of every year. Each and every payment/installment shall be understood to be made subject to the provision of Section II (C) below and on the favorable evaluation by the **CLIENT** of the **CONTRACTOR's** maintenance/support services. It shall also be made subject to any and all amounts required by law or this Contract to be retained or posted in favor of the **CLIENT** by the **CONTRACTOR**.
- C. Payment of each and every installment shall be made only after the **CLIENT** shall have issued a certification of the satisfactory completion of all the deliverables/outputs turned in by the **CONTRACTOR** corresponding thereto. Satisfactory completion shall be understood to mean compliance by the **CONTRACTOR** with all of the

standards/requirements set by the **CLIENT** in the performance of the **CONTRACTOR's** obligation under this Contract. For purposes of this provision, the **CONTRACTOR** hereby acknowledge that the **CLIENT** shall be the final arbiter on the acceptability and sufficiency of the **CONTRACTOR's** deliverables and completed outputs.

Further, the **CLIENT** reserves the right to terminate at any given time this Contract for cause as determined by the **CLIENT** for, among others, failure of the **CONTRACTOR** to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the **CLIENT** or violation by the **CONTRACTOR** of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

- D. All payments made under this Contract shall be subject to existing accounting and auditing rules of the **CLIENT** and the Commission on Audit.

III. REPRESENTATIONS AND WARRANTIES

The **CONTRACTOR** represents and warrants to the **CLIENT** that:

- A. It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
- B. It has full legal power, authority and right to carry on its present business. The **CONTRACTOR** further warrants that its representative, Ms. Ramos has full legal power to sign, execute and deliver this Contract and that it will comply, perform and observe the terms and conditions hereof.
- C. All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- D. This Contract, when executed and delivered, will be legal, valid and enforceable in accordance with its terms.
- E. It warrants to the **CLIENT**, in an unconditional, unqualified, absolute, full and direct manner, the software subject of this Contract against incompatibilities or any defect, hidden, inherent or otherwise, which would render them unfit for the use for which they were intended, or which would diminish the fitness of their use to the extent that, had the **CLIENT** been aware thereof, it would not have acquired the same.
- F. It warrants to the **CLIENT**, in an unconditional, unqualified, absolute, full and direct manner, that the system, upon its completion, shall be free from any defects arising from poor design/ workmanship, inferior/substandard materials, or from any negligent act or omission of

the **CONTRACTOR** that may develop during the normal use of the system.

- G. It shall provide at least three (3) years support and maintenance on the software subject of this Contract; which shall be reckoned from the date of **CLIENT's** issuance of the certificate of full completion of the project.

IV. CONFIDENTIALITY

The **CONTRACTOR** agrees that the services covered by this Contract are strictly confidential and that a breach of any of the terms and conditions thereof by the **CONTRACTOR** may subject the **CLIENT** to financial, material and operational loss, and therefore, the **CONTRACTOR** hereby agree as follows:

- A. The **CONTRACTOR** shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose or furnish, in any manner, to any person, firm or corporation any information relating to the **CLIENT** which he or other members of the work staff / team, may have acquired or which came to his / their knowledge or possession during his work as **CONTRACTOR** for the **CLIENT**.
- B. The **CONTRACTOR** shall not, during the effectivity of this Contract and extending for a period of one (1) year reckoned from the termination of this Contract, be directly or indirectly engaged or have an interest in any business undertaking or operation of other group, office or company which, in the normal course of operation, would necessitate the use of the information or knowledge gained or acquired during his engagement as **CONTRACTOR** for the **CLIENT**, unless it is granted written consent by the **CLIENT**;
- C. The **CONTRACTOR** agrees to assume sole responsibility and hereby undertakes to indemnify the **CLIENT**, for any damage, which **CLIENT** may sustain by reason of breach of the above conditions.

V. RELATION OF THE PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the **CLIENT** or bind the **CLIENT** in any manner whatsoever. The **CONTRACTOR's** personnel shall not be construed as employees of the **CLIENT**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR's** employee and the **CLIENT**.

VI. PERFORMANCE SECURITY

- A. To guarantee the faithful performance of the obligations and services required under this Contract, the **CONTRACTOR** shall, upon execution of this Contract, post in favor of the **CLIENT** a performance security in the form of surety bond in an amount equivalent to PhP192,796.20 or thirty percent (30%) of the contract price.
- B. In the event that the Performance Security offered by the **CONTRACTOR** would be deemed inadequate or otherwise rendered unacceptable, the **CLIENT** shall have the right to require the **CONTRACTOR** to post a performance security in the form and amount determined by the **CLIENT** and allowed under existing laws and regulations.
- C. The Performance Security shall be released within 15 days after the lapse of the **CLIENT's** entitlement to 3-year maintenance subscription provided herein and upon the **CLIENT's** certification of the **CONTRACTOR's** faithful and complete performance of its obligations under this Contract. The Performance Security shall answer for any damage the **CLIENT** may suffer by reason of the **CONTRACTOR's** default of any of its obligations and/or breach of the terms and conditions of this Contract. It shall likewise guarantee payment for any loss, damage or injury that may be caused by the **CONTRACTOR** to the **CLIENT**, its employees and guests.
- D. The Performance Security shall be forfeited in favor of the **CLIENT** in the event that the **CONTRACTOR** is in default or breach of its obligation under this Contract. Any changes made in this Contract shall in no way annul, release or affect the liability of the **CONTRACTOR** and the surety.
- E. Failure of the **CONTRACTOR** to comply with any of the terms and conditions of this Contract shall result in the forfeiture of the Performance Security.

VII. LIQUIDATED DAMAGES

- A. In the event that the **CONTRACTOR** violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the **CONTRACTOR** shall be liable for damages for such failure and shall pay the **CLIENT** liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay or breach, in addition to other remedies that the **CLIENT** may exercise under this Contract, pertinent laws, rules and regulations, until such services are finally delivered and

accepted by the **CLIENT**. In the event that the total sum of liquidated damages or the total cost to the **CLIENT** of any such delay or inability by the Contractor to deliver its obligations exceeds 10% of the contract price, the **CLIENT** may terminate this Contract upon giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination and impose other appropriate sanctions over and above the liquidated damages.

- B. The **CLIENT** need not prove that it has incurred actual damages to be entitled to liquidated damages. Furthermore, the **CLIENT** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the securities/warranties filed/submitted by the **CONTRACTOR** as the **CLIENT** may deem convenient and expeditious under the prevailing circumstances.

VIII. SUSPENSION OF PAYMENT/TERMINATION FOR DEFAULT

The **CLIENT** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner.

Further, the **CLIENT** shall have the right to procure/engage, upon such terms and manner as the **CLIENT** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.

In the event that such delay, default, failure or refusal continues for a period of more than ten (10%) percent of the Contract price or time, whichever comes first, inclusive of the duly granted time extension, if any, the **CLIENT** shall have the right to terminate this Contract upon giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination. In addition, the **CLIENT** shall have the right to procure/engage the services of another contractor to complete the services required of the **CONTRACTOR** under this Contract. Any and all expenses that the **CLIENT** may incur in connection thereto shall be for the sole account of the **CONTRACTOR**.

The **CONTRACTOR** hereby agrees that the remedies mentioned above shall be understood to be without prejudice to other rights and remedies that the **CLIENT** may exercise under this Contract, applicable laws, rules and regulations.

IX. TERMINATION FOR UNLAWFUL ACTS

The **CLIENT** may terminate this Contract, after giving the **CONTRACTOR** written notice at least five (5) days prior to the intended date of termination, whenever it is determined by the **CLIENT** that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily limited to, the following:

- A. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act;"
- B. Drawing up or using forged document;
- 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.

The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to the **CLIENT** under this Contract or the applicable laws.

X. OTHER GROUNDS FOR TERMINATION

The **CLIENT** may terminate this Contract, in whole or in part, at any time for its convenience, after giving written notice to the **CONTRACTOR** at least five (5) calendar days prior to the intended date of termination, if it has been determined by the **CLIENT** that this Contract would be economically, financially or technically impractical and/or unnecessary on the part of the **CLIENT**; Provided, however, that the **CLIENT** shall accept, at the Contract terms and prices, the goods or services that have already been delivered and/or performed within thirty (30) calendar days prior to receipt by the **CONTRACTOR** of the Notice of Termination. For goods not yet performed/delivered but have already been purchased by the **CONTRACTOR** and are ready for delivery or performance prior to the actual receipt of the Notice of Termination by the **CONTRACTOR**, the **CLIENT** may elect to:

- A. Have any portion thereof to be delivered and/or performed and pay at the Contract terms and prices; and/or
- B. Cancel the remainder and pay to the **CONTRACTOR** an agreed amount for materials and parts previously purchased by the **CONTRACTOR**.

Provided, further, if the **CONTRACTOR** suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the **CLIENT** which cannot be sold in the open market, the

CONTRACTOR shall be allowed to recover partially from the Contract on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the **CONTRACTOR** to the satisfaction of the **CLIENT** before recovery may be made

XI. INDEMNITY

The **CONTRACTOR** assumes full and complete responsibility as well as assumes any and all risks attendant or incidental to the selection of the software subject of this Contract to achieve the intended result and for the installation, use and results obtained from it. The **CONTRACTOR** shall be directly, fully and solely liable to the **CLIENT** for any loss or damage that the **CLIENT** may sustain, and for any claim made against the **CLIENT** by a third party arising out of the use of a defective or malfunctioned software or inability to use such software. The loss or damage may be in the form of, but shall not be limited to, lost of profits, revenue, data, records or costs of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, arising out of the use of or inability to use the software as intended.

The **CONTRACTOR** agrees to fully compensate, indemnify and hold harmless the **CLIENT** and its officers, directors, employees, and agents for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against the **CLIENT** arising out of the **CONTRACTOR's**, fraud, misrepresentation, negligence, omission or willful misconduct or breach of its warranty as provided herein.

The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

XII. RETENTION MONEY

To ensure the full and faithful compliance by the **CONTRACTOR** of all the terms and conditions of this Contract as well as to cover for any defects on the software/system, a retention money or a special bank guarantee equivalent to ten percent (10%) of the total amount due to the **CONTRACTOR** for every payment/installment shall be deducted/retained or posted in favor of the **CLIENT** by the **CONTRACTOR**.

The retention money or the special bank guarantee shall be released to the **CONTRACTOR** only after the **CLIENT** shall have issued a certificate of full acceptance of the project, which certificate shall be issued only after the lapse of the maintenance period provided herein.

percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other incidental expenses thereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION**

Client

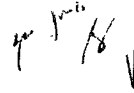
By:



MARIA BELINDA C. SAN JOSE
Vice President
Information Technology Group

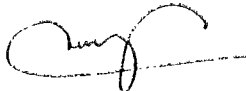
Date: _____

Place: _____



ePLDT, INC.
Contractor

By:



NERISSA S. RAMOS
Chief Operating Officer

Date : _____

Place: _____

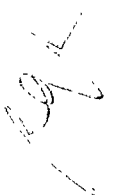


CERTIFICATION

This is to certify that pursuant to the 2014 PDIC budget, the amount of **Php642,654.00** has been set aside and made available for the implementation of the approved Purchase of Antivirus and Antispam Software with Maintenance Support Agreement for 2014. The remaining amount of the contract for CY 2014, if any, shall be made available in the COB of the PDIC for the said year.



IRENE D. ARROYO
Vice President
Treasury Group



SIGNED IN THE PRESENCE OF:


RENAR M. GONZALES
 Manager
 Technical Support Department

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
 City of Makati) S.S.

JAN 08 2014

BEFORE ME, a Notary Public for and in the City of Makati on this ___ day of _____, 2010, personally appeared the following:


Name	Identification
Maria Belinda C. San Jose PDIC	PDIC W # 1398

known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is her free and voluntary act and deed and that of the Corporations which she represent; and that she is duly authorized for the purpose.

This instrument refers to a *Contract for the Purchase of Antivirus and Antispam Software with Maintenance Support* consisting of seventeen (17) pages including this page whereon the Acknowledgment is written, signed by the party and her witness on each and every page thereof.

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

Doc. No. 5;
 Page No. 1;
 Book No. XXIX;
 Series of 2014.

NOTARY PUBLIC

 ATTY. MARIA EOLA F. SORIANO-LUANZON
 NOTARY PUBLIC FOR METROPOLITAN, PHILIPPINES
 Appointed on Dec. 31, 2014
 Roll No. 12781-1 of the No. 00488
 6782 SSS Bldg , Ayala Ave , Makati City

SIGNED IN THE PRESENCE OF:


NEREO N. FRANCIA
Relationship Manager

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

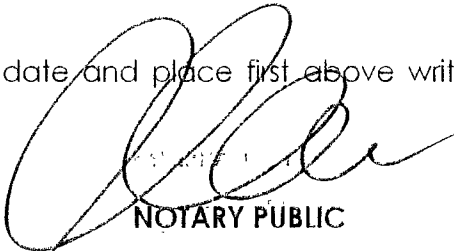
BEFORE ME, a Notary Public for and in the City of MANILA, this
day of JAN 14 2014, 2010 personally appeared:

Name	Identification
NERISSA S. RAMOS ePLDT, Inc.	EB 9046323 <u>03 Sept. 2013 / 02 Sept. 2014</u> DFA Manila

known to me to be the same person who executed the foregoing instrument and acknowledged to me that he is duly authorized to execute this instrument and that the same is his free and voluntary act and deed, as well as that of the entity he represents.

This document refers to *Contract for the Purchase of Antivirus and Antispam Software with Maintenance Support* consisting of seventeen (17) pages, including this page on which this Acknowledgment is written, signed by the party and his witness on each and every page thereof and thereafter sealed with my notarial seal.

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


NOTARY PUBLIC

Doc. No. 137;
Page No. 20;
Book No. I;
Series of 201 4.

/Acquisition Agre-antivirus & antispam/lsl1mydoc/jmcg