

PURCHASE REQUEST

DBM - GPPB-TSO

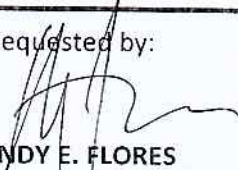
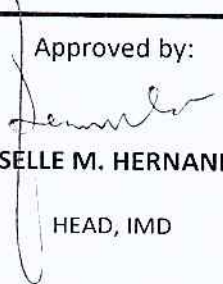
Agency

Dept. Information Management Division PR No.: 2015-025²³ Date: 14-May-15
 Section _____ SAI No.: _____ Date: _____

Stock No.	Unit	Item Description	Quantity	Unit Cost	Amount
	Unit	WEB HOSTING <ul style="list-style-type: none"> • Processor: Single Quad Core • RAM: at least 8 GB • Hard Drive: at least 1 TB • Monthly Bandwidth: at least 5TB • IP Address: at least 4 IP Address • Network Interface Card (NIC): 100 mbit LAN • Setup Fee: Free • Data Migration Service • Dedicated Server for Ruby on rails system <ul style="list-style-type: none"> • Operating System: Linux: Ubuntu Server 14.04 • Server Access: SSH Root Access • Shared hosting server for GPPB website <ul style="list-style-type: none"> • Web Server Application: <ul style="list-style-type: none"> APACHE VSFTP Cron Jobs • Database: My Sql <ul style="list-style-type: none"> My Sql Server Connectivity Plesk or Webadmin • Web Services and Server Side Scripting Language <ul style="list-style-type: none"> PHP Mod Rewrite .htaccess MIME Type XML Web Services Support Server-Side includes (SSI) Pearl Support CGI Scripting Ruby on Rails PostgreSQL • Server Monitoring <ul style="list-style-type: none"> Server Uptime and Downtime Bandwidth Disk Usage • Security <ul style="list-style-type: none"> IP Tables Mod Security Ddos Protection ClamAV • Email Features <ul style="list-style-type: none"> POP IMAP SMTP Webmail 	1	150,000	150,000

	<p>Forwarders/Aliases Auto Responders Mailing Lists Catch All SPAM Filter and SPAM Protection Virus Protection</p> <ul style="list-style-type: none"> • Contract Duration: Twelve Months (12) • Impermeable to hackers/Attackers • Consultancy Services: • 24/7 Technical Support including: <ul style="list-style-type: none"> Web Implementation System Implementation • Dedicated Technical Support Representative to provide single point of contact during business hours <p>*****nothing follows*****</p>			
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Purpose: For Web hosting of GPPB Website and OPPCIS System

<p>Signature: Printed Name: Designation:</p>	<p>Requested by:  RANDY E. FLORES PMO IV</p>	<p>Approved by:  ROSELLE M. HERNANDEZ HEAD, IMD</p>
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NOTICE OF AWARD

24 June 2015

MR. BENJAMIN MATTHEW ZALDIVIA III
WEB.COM.PH INC.
Room 301 Raman Condominium
1130 Pasong Tamo St. Makati City
02-8953548/02-4787789
matthew@web.com.ph


Dear Mr. Zaldivia:

We are pleased to inform you that the quotation of **Web.com.ph Inc.** for the **Procurement of Web Hosting Services** (Project) in the amount of **One Hundred Twenty Six Thousand Pesos (PhP126,000.00)** has been determined as the lowest calculated and responsive quotation.

A Contract for the Project shall be approved at the soonest possible time, unless a request for reconsideration by the unsuccessful bidder filed within the period prescribed under Section 55.1 of the Implementing Rules and Regulations of Republic Act 9184 is found meritorious.

We appreciate your interest in this opportunity and we look forward to the satisfactory performance of your obligations under the said Project.

Very truly yours,


MELISSA A. SANTIAGO-YAN
Officer-in-Charge

Received By:

(Signature above printed name)

(Date and Time of receipt)

**Kindly fax to sender to acknowledge receipt*

REPUBLIC OF THE PHILIPPINES
_____ CITY

WEB HOSTING SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Web Hosting Agreement is made and executed this 30th day of June 2015, by and between:

WEB.COM.PH INC. (herein referred to as "SERVICE PROVIDER")

and

GOVERNMENT PROCUREMENT POLICY BOARD-TECHNICAL SUPPORT OFFICE (herein referred to as "CLIENT").

The rights and obligations of the parties are hereinafter set forth as follows:

TERMS AND CONDITIONS


1. The SERVICE PROVIDER is responsible for the website, online system and email facilities of the CLIENT.
2. The CLIENT retains ownership of its domain name.
3. The SERVICE PROVIDER shall provide access of the web hosting or control panel to the CLIENT and/or its authorized representatives.
4. The SERVICE PROVIDER shall provide a dedicated server for the online system of the GPPB-TSO and a shared hosting for the GPPB website, as indicated in the Purchase Request No. 2015-025.
5. This agreement will be effective for a period of one (1) year from execution thereof, from July 5, 2015 to July 4, 2016.
6. The CLIENT undertakes to pay the amount of ONE HUNDRED TWENTY SIX THOUSAND PESOS (PhP126, 000.00) for the one year web hosting service to the SERVICE PROVIDER after the latter's successful installation of all programs, software, and data which are deemed necessary to the web hosting service, as confirmed by the CLIENT in its Inspection and Acceptance Report.
7. Each party shall not, without the prior written consent of the other party, disclose to third parties any confidential information received from the other party by virtue of this Agreement. Any violation of this rule on confidentiality shall be subject to the penalties provided by existing laws, rules, and regulations.

8. The SERVICE PROVIDER owns and shall continue to own all proprietary rights to all codes and contents that the SERVICE PROVIDER supplies as part of the web hosting services. The CLIENT owns and shall continue to own all proprietary rights in the website and email, and all codes and contents created by the CLIENT relating to its website and email.
9. The SERVICE PROVIDER shall not be responsible for any damages the CLIENT'S business may suffer as a result of occasional downtime or other technical problems related to the host server, except if such damages were incurred by the CLIENT due to fault or negligence of the SERVICE PROVIDER.
10. The SERVICE PROVIDER undertakes to provide web hosting services continuously and without interruption. However, should necessary interruption of services be warranted, the SERVICE PROVIDER shall perform the duties and responsibilities in the next two succeeding sections.
11. In case the SERVICE PROVIDER would install programs and software, introduce upgrades or improvement to its entire web hosting system, incorporate modifications to its business operations, or perform such other acts that may adversely affect the web hosting (e.g. downtime), the SERVICE PROVIDER undertakes to provide the CLIENT written notice of the same at least three (3) working days prior to performance of the intended act. Failure to serve the written notice would give rise to liability for damages suffered by the CLIENT due to occurrence of any technical problem, without prejudice to other legal consequence, sanctions, and penalties provided by existing laws, rules, and regulations.
12. If the acts mentioned in the preceding paragraph inevitably result to a "downtime", or any other similar temporary cessation of the web hosting service, the SERVICE PROVIDER shall exercise due diligence and exert all efforts to minimize the duration thereof.
13. The SERVICE PROVIDER warrants that it will perform its obligation in accordance with established industry practice and accepted standards reasonably applicable to its web hosting service.
14. The Terms and Conditions as stated in Request for Quotation (RFQ) No. 18-2015 shall form part of this Agreement.
15. Upon termination of this contract, the SERVICE PROVIDER undertakes to coordinate with the CLIENT's subsequent web hosting service provider in order to facilitate and ensure the migration and transfer of all data. For this purpose, the SERVICE PROVIDER shall:
 - a. Ensure full and complete access to the control panel during the transition period;
 - b. Share with the CLIENT all relevant and necessary information pertaining to the domain name account, including, but not limited to, the username and password; and
 - c. Perform all other acts necessary to facilitate the CLIENT'S transition from the current SERVICE PROVIDER to its subsequent web hosting service provider.
16. If either party is guilty of breach or default with respect to the provisions of this Agreement, the innocent party reserves the right to cancel and terminate this agreement upon prior written notice to the defaulting party at least thirty (30) days before the intended date of termination. In the event of termination, the rights and obligations of the parties shall be governed by existing laws, rules and regulations.



17. This agreement shall, in all respects, including its validity, construction, interpretation, enforcement, and termination, be subject to all applicable laws, rules, and regulations of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have affixed their signatures herein below on the date and place first above mentioned and written.


JOHN HENRY V. OSEÑA
President
WEB.COM.PH INC.


MELISSA A. SANTIAGO-YAN
Officer-in-Charge
Government Procurement Policy
Board-Technical Support Office

Witnesses:


MATTHEW ZALDIVIA
SENIOR TECHNICAL SUPPORT
WEB.COMPH INC.

ACKNOWLEDGMENT

BEFORE ME a Notary Public, this day of _____, at _____ City, Philippines, personally appeared **Atty. Melissa A. Santiago-Yan** and **Mr. John Henry V. Oseña**, known to me and were identified by me through competent evidence of identity as defined by the 2004 Rules of Notarial Practice and identified by me to be the same person who executed the foregoing Web Hosting Agreement containing three (3) pages, including the page where the acknowledgement is written, and they acknowledged to me that the same is their free, willful and voluntary act and deed.