

28 September 2012

MR. ALBERT Q. GARCIA
POWERSOLV, INC.
Unit 407 Emerald Court Bldg.
No. 54 Road 3 corner Road 8, Project 6
Quezon City

Notice of Award


Dear **Mr. Garcia**:

We are happy to inform you that your Bid dated August 24, 2012 for the **Procurement of a Customized Web Based DSL Segregator and Reliability Analysis Tool (Lot No. 2012-08)** with Contract Price equivalent to **NINE HUNDRED EIGHTY FIVE THOUSAND PESOS (PhP985,000.00) VAT inclusive** is hereby accepted.

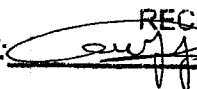
In this regard, we would like to invite you to come to our Office within ten (10) calendar days upon receipt hereof, for contract signing and for the posting of the performance security.

Please acknowledge in writing receipt hereof within two (2) calendar days.

Very truly yours,


ZENAIDA G. CRUZ-DUCUT
Chairperson/CEO

ENERGY REGULATORY COMMISSION
BIDS AND AWARDS COMMITTEE

RECEIVED
BY:  DATE: 10/1/2012



MR. ALBERT Q. GARCIA
POWERSOLV, INC.
Unit 407 Emerald Court Bldg.
No. 54 Road 3 corner Road 8, Project 6
Quezon City

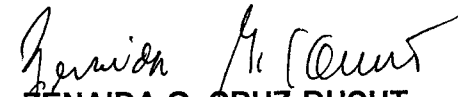
Notice to Proceed

Dear **Mr. Garcia**:

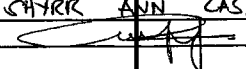
Pursuant to the Contract, notice is hereby given to **POWERSOLV, Inc.** that the supply and delivery of a **customized web based DSL segregator and reliability analysis tool** should be fulfilled within sixty (60) days upon receipt of Notice to Proceed.

You shall be responsible for delivering the **customized web based DSL segregator and reliability analysis tool** under the terms and conditions of the Contract particularly with the Implementation Schedule.

Very truly yours,

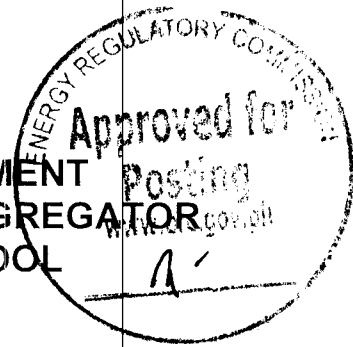

ZENAIDA G. CRUZ-DUCUT
Chairperson/CEO *z y*

I acknowledge receipt of this Notice on:
Name of Representative
Authorized Signature

October 15, 2012
CHRIS ANN CASIPE


JGG/MACB

**CONTRACT FOR THE PROCUREMENT
OF CUSTOMIZED WEB BASED DSL SEGREGATOR
AND RELIABILITY ANALYSIS TOOL**



KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made on the 11 day of OCT 2012 2012 between the **ENERGY REGULATORY COMMISSION (ERC)** of the Philippines (hereinafter called "**THE ENTITY**"), a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 16th Floor, Pacific Center Bldg., San Miguel Avenue, Pasig City, represented by its Chairperson and Chief Executive Officer, **ATTY. ZENAIDA G. CRUZ-DUCUT**, on the one part and the **POWERSOLV, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal address at Unit 407 Emerald Court Building, No. 54 Road 3 corner Road 8, Project 6, Quezon City, Metro Manila, hereinafter referred to as "**THE SUPPLIER**", represented by its duly authorized representative, **MR. ALBERT Q. GARCIA**, of the other part:

WHEREAS, THE ENTITY invited Bids for certain goods and ancillary services, viz., **Procurement of Customized Web Based DSL Segregator and Reliability Analysis Tool** and has accepted a Bid by **THE SUPPLIER** for the supply of those goods and services in the sum of **NINE HUNDRED EIGHTY FIVE THOUSAND PESOS (PhP985,000.00)** [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 Bid Form and the Price Schedule submitted by the Bidder (Annex "A");
 - (b) the Schedule of Requirements (Annex "B");
 - (c) the Technical Specifications (Annex "C");
 - (d) the General Conditions of Contract (Annex "D");
 - (e) the Special Conditions of Contract (Annex "E"); and
 - (f) the Client's Notification of Award (Annex "F").
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 in all respects with the provisions of the Contract. Provided that the Supplier shall provide training for the use of the equipment subject of this 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.

FUNDS AVAILABLE


.....
BUDGET OFFICER

 * 4 10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines by their duly authorized representatives at the place and on the date first above written.

ENERGY REGULATORY
COMMISSION

POWERSOLV, INC.

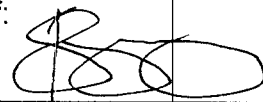
BY:

BY:


ZENAIDA G. CRUZ-DUCUT
Chairperson & CEO, ERC


ALBERT Q. GARCIA

Signed in the presence of:



ACKNOWLEDGEMENT

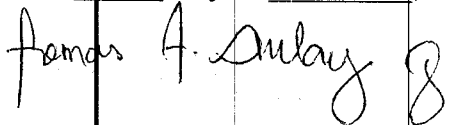
Republic of the Philippines)
City of Pasig (QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig, personally
Appeared the following:

<u>NAME</u>	<u>RES. CERT. NO.</u>	<u>ISSUED AT/ON</u>
ATTY. ZENAIDA G. CRUZ-DUCUT	TIN NO. 157-838-552-001	
MR. ALBERT Q. GARCIA	DRIVER'S LICENSE NO. ND2-11-022252	QC/OCT 21, 2011

known to me and to me known to be the same persons who executed the foregoing agreement consisting of two (2) pages including this page wherein the acknowledgement is written and has been assigned by both parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEALS, this 22 day of OCTOBER, 2012.



Doc. No. 297 ;
Page No. 00 ;
Book No. 759 ;
Series of 2012.

FUNDS AVAILABLE


BUDGET OFFICER

