

CONTRACT **B**

AGREEMENT FOR THE PROCUREMENT OF RENEWAL OF EMAIL MANAGEMENT SERVICES CY 2023

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Procurement of Renewal of Email Management Services CY 2023 (hereinafter, the AGREEMENT) entered into in 11 2 APR 2023, Philippines, on _____ 2023 between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary and Acting Head of the Procuring Entity (HOPE) **HONORABLE ANTONIO A. MORALES**,

and

ePLDT INC., (hereinafter, the CONTRACTOR), is a company duly organized and existing under and by the virtue of the laws of the Philippines, as evidenced by the submitted Securities and Exchange Commission (SEC) Certificate of Registration dated 14 August 2000 (ANNEX "A"), with principal office address at 5th Floor, LV, Locsin Building, Ayala Avenue cor. Makati Avenue, Makati City, represented by its Chief Commercial Officer, Mr. **JOHN-JOHN R. GONZALES** who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 03 January 2023 (ANNEX "B") and made an integral part of this Agreement

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the Procurement of Email Management Services CY 2023 and has accepted a bid by the **CONTRACTOR** to provide said service in the amount of Twenty Two Million Thirty Seven Thousand Eight Hundred Eighty Eight Pesos (PhP 22,037,888.00) only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, the parties complied with the relevant requirements of Republic Act No. 9184 otherwise known as the "Government Procurement Reform Act" and Government Procurement Policy Board (GPPB) Rules and Regulations, and entered into this AGREEMENT, pursuant to BAC Resolution No. CPM-PB-09-2023 dated 04 April 2023.

WHEREAS, the following provisions are inclusion to protect the interests of the Department:

- a. **No Employer-Employee Relationship.** This Agreement does not establish any employer-employee relationship between the Procuring Entity, the Contractor, being an independent contractor, and the latter's employees, agent, representatives, or subcontractors.
- b. **Third Party Contracts.** Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties



for any special, incidental, indirect, consequential or punitive damages relating to the delivery of the goods and services.

- c. **Amendment.** Any amendment of this Agreement shall be mutually agreed upon by the Parties in writing.
- d. **Waiver of Rights.** No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.
- e. **Indemnity.** The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity from any and all liabilities, losses, damages, injuries, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Contractor and/or of its employees, agents, representatives, or subcontractor.
- f. **Force Majeure.** The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not limited to acts of God, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.
- g. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contract shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.
- h. **Separability Clause.** The invalidity in whole or in part of any clause in the terms and conditions of this Agreement and its Annexes shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Agreement and its Annexes is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.
- i. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.
- j. **Dispute Resolution and Venue of Action.** The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. If an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine

Dispute Resolution Center, Inc.'s (PDRCI's) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property rights, as may be the subject matter of the dispute. The seat and venue of arbitration and court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of other venues.

- k. **Entire Agreement.** Both Parties acknowledge that this Agreement and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications, or contracts, oral or written, between the Parties relating to the subject matter hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

1. The relevant definitions and general provisions in the General Conditions of the Contract (GCC) and Special Conditions of the Contract (SCC) of the Philippine Bidding Documents which are not otherwise provided for herein or in any of the annexes to this AGREEMENT shall apply supplementary.
2. The following documents are deemed to form, be read and construed integral parts of this AGREEMENT:

ANNEX A – SEC Certificate

ANNEX B – Secretary's Certificate dated 03 January 2023 and Omnibus Sworn Statement dated 15 March 2023

ANNEX C – Notice of Award dated 04 April 2023

ANNEX D – Bid Form

ANNEX E – Certificate of Availability of Funds

ANNEX F – Technical Specifications

ANNEX G – General Conditions of the Contract

ANNEX H – Special Conditions of the Contract

3. The CONTRACTOR shall deliver the goods to the PROCURING ENTITY within the period prescribed in the Terms of Reference/ Technical Specifications (Annex "F").
4. For and in consideration of the performance of services and delivery of goods, the PROCURING ENTITY shall pay the CONTRACTOR the Contract Price within Thirty (30) working days upon delivery of goods and submission of all pertinent documents to the payment process of the project. The terms of payment shall be made in accordance with the Terms of Reference/ Technical Specifications (Annex "F").
5. In no case shall the total payment to the Second Party exceed the Contract Price as stated in this Contract, inclusive of all applicable taxes and other lawful charges;
6. All payments shall be made through the List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA) payable to "ePLDT Inc." within thirty (30) working days from the First Party's receipt of the Second Party's billing for services rendered.

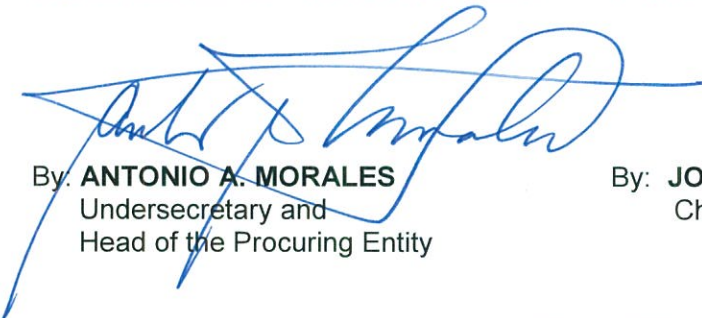
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7. The Commencement of the agreement is 30 days upon receipt of Notice to proceed and the End term is 1 year after the commencement of this agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this **AGREEMENT** on 12 APR 2023, in _____, Metro Manila.


For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS

For the Contractor:
ePLDT, INC.


By: **ANTONIO A. MORALES**
Undersecretary and
Head of the Procuring Entity


By: **JOHN-JOHN B. GONZALES**
Chief Commercial Officer

WITNESSES


By: **JOVY V. FERRER**
Acting Department Chief Accountant


By: **MARIE ANNE CATERINE GANI**
RELATIONSHIP MANAGER

ACKNOWLEDGMENT

Republic of the Philippines)
MANILA CITY s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of MANILA CITY, Philippines, on APR 12 2023 personally appeared Honorable ANTONIO A. MORALES, Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and JOHN-JOHN R. GONZALES, Chief Commercial Officer of ePLDT, INC., known to me to be the same persons who executed the foregoing **Agreement for the Procurement of Renewal of Email Management Services CY 2023** which instrument consists of _____ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	MAA 092	DFA Manila	02 August 2019
JOHN-JOHN R. GONZALES	Driver license no. NOI-86-043001	Metro Manila	valid until 07/25/2024

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above written.

NOTARY PUBLIC

Doc. No. 01
Page No. 02
Book No. XV
Series of 2023

ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 NOTARIAL COMMISSION 2020-097 / 12/21/2021 Manila
 IBP NO. 178598 - 01/03/2022, PASIG
 PTR NO. 0060197 - 01/05/2021 MLA
 ROLL NO. 29679, TIN: 172-528-620
 (32) MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
 URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA.
 HYDRO. SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

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AGREEMENT FOR THE PROCUREMENT OF RENEWAL OF EMAIL MANAGEMENT SERVICES CY 2023

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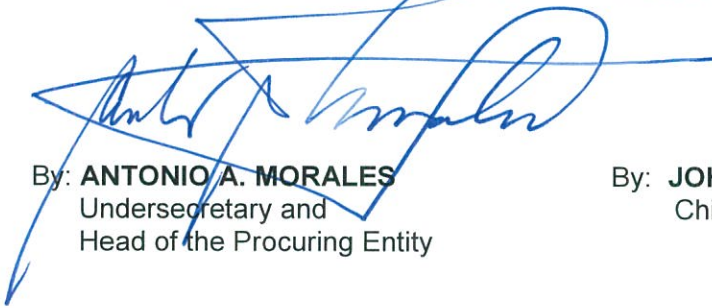
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7. The Commencement of the agreement is 30 days upon receipt of Notice to proceed and the End term is 1 year after the commencement of this agreement.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 12 APR 2023, in _____, Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS

For the Contractor:
ePLDT, INC.



By: **ANTONIO A. MORALES**
Underscretary and
Head of the Procuring Entity

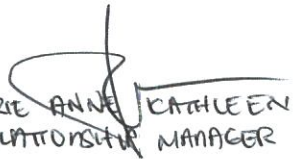


By: **JOHN-JOHN R. GONZALES**
Chief Commercial Officer

WITNESSES



By: **JOVY V. FERRER**
Acting Department Chief Accountant



By: **MARIE ANNE CATHLEEN GAN**
RELATIONSHIP MANAGER

ACKNOWLEDGMENT

Republic of the Philippines)
MANILA CITY s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of MANILA CITY, Philippines, on APR 12 2023 personally appeared Honorable ANTONIO A. MORALES, Undersecretary and Head of Procuring Entity of the Department of Foreign Affairs and JOHN-JOHN R. GONZALES, Chief Commercial Officer of ePLDT, INC., known to me to be the same persons who executed the foregoing Agreement for the Procurement of Renewal of Email Management Services CY 2023 which instrument consists of _____ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	MAA092	DFA Manila	02 August 2019
JOHN-JOHN R. GONZALES	Driver license no. NDI-86-043001	Metro Manila	Valid until. 07/25/2024

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above written.

NOTARY PUBLIC

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ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA

NOTARIAL COMMISSION 2020-097 / 12/31/2021 Manila
IBP NO. 178598 - 01/03/2022, PASIG
PTR NO. 0960197 - 01/05/2021 MLA
ROLL NO. 29679, TIN: 172-528-620
32 MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA.
UNDER SUPREME COURT B.M. NO. 3795 EXTENDED FROM JAN. 1 TO JUNE 30, 2022

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DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE

BAC Resolution No. CPM-PB-09-2023

**RESOLUTION RECOMMENDING AWARD OF THE
CONTRACT ON THE PROCUREMENT OF
RENEWAL OF EMAIL SUBSCRIPTION**

WHEREAS, the Department of Foreign Affairs (DFA), through the authorized appropriations under the FY 2023 General Appropriations Act and FY 2022 Continuing Appropriations, intends to apply the sum of ***Twenty Four Million Nine Hundred Thousand Pesos (PhP 24,900,000.00) only***, being the Approved Budget for the Contract (ABC) for the *Procurement of Renewal of Email Subscription*;

WHEREAS, the ABC is chargeable against OCA's 2023 MOOE and OAMSS' FY 2022 Continuing Appropriations;

WHEREAS, on 03 March 2023, the Bids and Awards Committee (BAC) conducted a Pre-Procurement Conference to discuss the Technical Specifications/ Terms of Reference, and funding for the procurement project;

WHEREAS, on 10 March 2023, the Bids and Awards Committee (BAC) Secretariat posted for seven (7) consecutive calendar days the ***Invitation to Bid*** for the *Procurement of Renewal of E-mail Subscription* on the DFA and PhilGEPS websites, and conspicuous places within the premises of the DFA, in accordance with Section 21.2 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184;

WHEREAS, on 17 March 2023, the BAC held a ***Pre-Bid Conference***, to discuss the eligibility requirements and the technical and financial components of the contract, which was attended by ePLDT, Inc., Crayon Software Experts, Inc., Universal Access and Systems Solutions, and MyBusyBee, Inc.;

WHEREAS, on 31 March 2023, the deadline for the submission and receipt of bids as well as the date of opening thereof, ePLDT, Inc. and Crayon Software Experts Inc. submitted their bids, the details of which are as follows:

<i>Bidder</i>	<i>Eligibility and Technical Component</i>	<i>Financial Component</i>
ePLDT Inc.	Compliant	PhP 22,037,888.00
Crayon Software Experts Inc.	Compliant	PhP 22,980,867.84

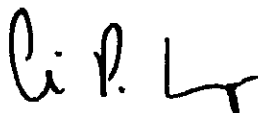
WHEREAS, the BAC declared *ePLDT, Inc.* as having the Lowest Calculated and Responsive Bid, and subjected it to Post-Qualification on 03 April 2023, pursuant to Section 34.2 of the IRR of RA 9184, to determine whether it complies with and is responsive to all the requirements and conditions specified in the Bidding Documents;

WHEREAS, during the post-qualification of the bid and after careful evaluation, the BAC determined that the bid of *ePLDT Inc.* was compliant with and is responsive to all the requirements and conditions specified in the Bidding Documents;

WHEREAS, the evaluation of the end-user and the technical working group for this procurement declared that *ePLDT Inc.* was compliant with and is responsive to all the technical requirements specified in the terms of reference;

NOW, THEREFORE, we, the members of the Bids and Awards Committee, RESOLVE to RECOMMEND the award of the contract for the Procurement of Email Subscription for the Department of Foreign Affairs to *ePLDT, Inc.* for having submitted the Lowest Calculated and Responsive Bid in the amount of ***Twenty Two Million Thirty Seven Thousand Eight Hundred Eighty Eight Pesos (PhP 22,037,888.00) only***, pursuant to Section 37 of the revised IRR of RA 9184.

ADOPTED this 04 April 2023, Pasay City.



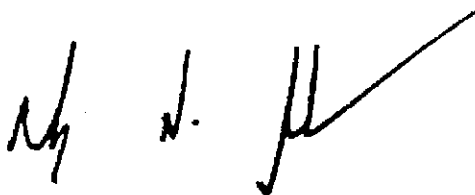
CHARLIE P. MANANGAN
BAC Chairperson



ARMAN R. TALBO
BAC Vice-Chairperson



KERWIN ORVILLE C. TATE
BAC Member



ARIZ SEVERINO V. CONVALECER
BAC Member



CONRADO B. BEMDEM JR.
BAC Member



MARCO FREDERICK B. HARDER
Provisional Member



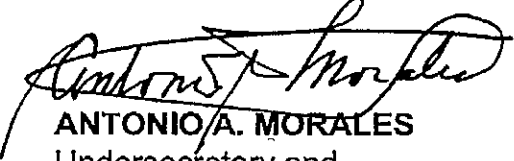
SIEGFRED T. MASANGKAY
BAC Alternate Member



MEDARDO G. MACARAIG
End-User Representative

Approved:

By the Authority of the Secretary of Foreign Affairs:



ANTONIO A. MORALES
Undersecretary and
Head of Procuring Entity



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF FINANCE
SECURITIES AND EXCHANGE COMMISSION
 SEC Building, EDSA, Greenhills
 City of Mandaluyong, Metro Manila



SEC Reg. No. A200012453

CERTIFICATE OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By-laws of

*e*PLDT, INC.

were duly registered by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg. 68), approved on May 1, 1980 and copies of said Articles and by-laws are hereto attached.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 14th day of August, Two Thousand.

Son
 SONIA M. BALLO
 Director

Corporate and Legal Department

GMR/bless

Date

CERTIFIED TRUE COPY 2
 No. _____ Of _____ pages
 Issued by: J. G. MATA Date issued: JUN 18 2015



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION

Ground Floor, Secretariat Building, PICC
City of Pasay, Metro Manila

COMPANY REG. NO. A200012453

CERTIFICATE OF FILING

OF

AMENDED ARTICLES OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the amended articles of incorporation of the

ePLDT, INC.

(Amending Article VII thereof)

copy annexed, adopted on October 29, 2015 by a majority vote of the Board of Directors and by the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock, and certified under oath by the Secretary and a majority of the Board of Directors of the corporation was approved by the Commission on this date pursuant to the provision of Section 16 of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980 and copies thereof are filed with the Commission.

Unless this corporation obtains or already has obtained the appropriate Secondary License from this Commission, this Certificate does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed to this Certificate at Pasay City, Metro Manila, Philippines, this 25th day of January, Twenty Seventeen.


FERDINAND B. SALES
Director

Company Registration and Monitoring Department

MV/mcl

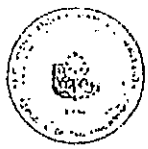
CERTIFIED TRUE COPY

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Date: 2019-08-14 Time: 09:32:30 AM

Page: 1 of 10
Username: Aaron Paul Pagkatipuna
Verified by: [Signature] AUG 15 2019

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Republic of the Philippines DEPARTMENT OF FINANCE SECURITIES & EXCHANGE COMMISSION SEC Building, EDSA, Greenhills City of Mandaluyong, 1554		
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PAYMENT ASSESSMENT FORM No. 12212016-687289

DATE 12/21/2016	RESPONSIBILITY CENTER (DEPARTMENT) GRMD
PAYOR: EPLDT, INC. MAKATI CITY	

NATURE OF COLLECTION	ACCOUNT CODE	AMOUNT
LRF (A0823)	131	30,010.00
INCREASE/DECREASE CAPITAL STOCK	606	3,000,000.00
AMENDED ARTICLES	606	500.00

TOTAL AMOUNT TO BE PAID	Php 3,030,510.00
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Assessed by: *[Signature]*
 MARIFE R. YEE

Machine Validation:
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 Jm 15: 2017 05:51PM SEC HQ: null
 PHP 3,030,510.00*****
 001 2017 0124-23

Date: 2019-08-14 Time: 09:32:30 AM Username: Aaron Paul Pagkatipunan

CERTIFIED TRUE COPY 3
 Page 2 of 16
 Issued on 12/21/2016
 Issued by: R. [Signature]
 12/21/2016

Chief, LB

8/25/16

COVER SHEET
COMPANY REGISTRATION AND MONITORING DEPARTMENT

33048.0055.002

Nature of Application: **Amended Articles of Incorporation**

S.E.C. Registration No. **A 2 0 0 0 - 1 2 4 5 3**

Former Company Name: **e P L D T . I N C .**

AMENDED TO:
New Company Name:

RECEIVED BY: *[Signature]*
TIME: *[Signature]*

AUG 25 2016

NATIONAL TELECOMMUNICATIONS COMMISSION
COMMISSION SECRETARIAT

Principal Office (No./Street/Barangay/City/Town/Province)

S	T	H	F	L	O	O	R	L	O	C	S	I	N	B	U	I	L	D	I	N	G	
M	A	K	A	T	I	A	V	E	N	U	E	C	O	R	N	E	R	A	Y	A	L	A
A	V	E	N	U	E	M	A	K	A	T	I	C	I	T	Y							

COMPANY INFORMATION

Company's Email Address: _____

Company's Telephone Number/s: **816-8553**

Company's Facsimile Number/s: **808-0686**

CONTACT PERSON INFORMATION

Name of Contact Person: **Atty. Ma. Lourdes C. Rausa-Chan**

Email Address: **lrchan@pdt.com.ph**

Telephone Number/s: **816-8553**

Facsimile Number/s: **888-0686**

Contact Person's Address: **9/F MGO BLDG., LEGASPI COR. DELA ROSA STS., MAKATI CITY**

To be accomplished by CRMD Personnel

Assigned Processor: _____

Document I.D.: _____

Received by Corporate Filing and Records Division (CFRD)

Forwarded to:

Corporate and Partnership Registration Division

Green Lane Unit

Financial Analysis and Audit Division

Licensing Unit

Compliance Monitoring Division

Date: _____ Signature: _____

NATIONAL TELECOMMUNICATIONS COMMISSION
LEGAL BRANCH
Received By: *[Signature]*
Date: **AUG 25 2016**
Time: _____

Date: 2019-06-14 Time: 09:32:30 AM

Username: Aaron Paul Bagkatipunan

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Page **3** of **16**
AUG 15 2016

33048.0059.0003

AMENDED
ARTICLES OF INCORPORATION
of
ePLDT, INC.
(As amended on October 29, 2015)

Securities and
Exchange
Commission

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, all of whom are of legal age and residents of the Philippines, have this day voluntarily agreed to form a stock corporation under the laws of the Republic of the Philippines.

AND WE HEREBY CERTIFY: That -

FIRST. The name of the said corporation shall be "ePLDT, INC." (hereinafter called the "Corporation").

SECOND. The purpose for which the Corporation is formed is:

PRIMARY PURPOSE

To install, maintain, and operate plants, lines, instruments, cables, stations, exchanges, apparatus, Internet data center and other types of data centers and any and all kinds of equipment or contrivances, for communications and the transmission and reception of messages (including, but not limited to, voice and data), video, pictures, impressions, or any other means which may hereafter be used for communications and the transmission and reception of messages, video, pictures and impressions in their stead; to install, maintain, operate, or lease, in whole or in part, telephone lines, networks, systems and all other systems and lines of communication, and to purchase, sell and deal in all kinds of apparatus and objects and products which may be advantageously combined with the building, installation and operation of those networks, systems and lines and in general, to engage in any and all acts and business which may be necessary,

Date: 2019-08-14 Time: 09:32:30 AM

Username: Aaron Paul Pagkatipunan

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Page 4 of 14
AUG 15 2019

35048.0050.0004

or convenient, in the furtherance of such lines of communication and business; to engage in any and all forms of electronic business, electronic business infrastructure, including, but not limited to, Internet data center and other types of data centers, and electronic commerce through existing and new or emerging technologies in domestic and global markets that support any and all forms of electronic business processes, including, but not limited to, processes relating to procurement, ordering, automated stock replenishment, payment processing, payment settlement, and other electronic links with suppliers and customers as well as customer focused processes such as marketing, electronic selling, processing of customer orders and payments, and customer management support; internal or management processes such as automated employee services, training, information sharing, video conferencing and recruiting; with electronic business infrastructure including, but not limited to, Internet data center and other types of data centers, hardware, software, telecommunication networks, support services, and human capital used in electronic business and commerce such as computers, routers and other hardware, satellite, wire, cable and optical communications and network channels, systems and applications software, support services such as web site development and hosting, consulting, electronic payment, and certification or authentication services, and computer programming; and to conduct electronic commerce that involves the transfer of ownership or rights to use all kinds of goods and services over a computer-mediated network that communicate interactively over network channels such as electronic data interchanges, including, but not limited to, Internet data center and other types of data centers, the internet, and such other emerging technologies. (As amended on June 23, 2004)

AND IN FURTHERANCE OF THE PURPOSE AFORESAID, the Corporation shall have the following incidental powers:

- (a) To acquire by purchase, lease, contract, concession or otherwise, within the limits allowed by law, any and all real and personal properties of every kind and description whatsoever which the Corporation may deem necessary or appropriate in connection with the conduct of any business in which the Corporation may lawfully engage in, and to own, hold, operate,

CERTIFIED TRUE COPY

16

AUG 15 2019

3300433.00053.00005

improve, develop, manage, grant, lease, sell, exchange or otherwise dispose of the whole or any part thereof without, however, engaging in the subdivision business;

Securities and Exchange Commission

- (b) To borrow or raise money for the purpose of the Corporation, and from time to time to draw, make, accept, endorse, transfer, assign, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and transferable instruments and evidences of indebtedness, and, for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage or pledge all or any part of the property or assets at any time held or owned by the Corporation on such terms and conditions as the Board of Directors of the Corporation or its duly authorized officers or agents shall determine and as may be permitted by law;

- (c) Insofar as may be permitted by law, to invest in or purchase, or otherwise acquire, the stocks, interests, bonds, and other securities or evidence of indebtedness of any other corporation, partnership (whether general or limited), firm or entity, domestic or foreign, and to issue in exchange therefor its own stocks, bonds, interests or other obligations or to pay therefor in cash, or otherwise; to hold or own, use, sell, deal in, dispose of, and turn to account any such stocks, interests, bonds or other securities, and while the owner or holder thereof to exercise all the rights and powers of ownership, including the right to vote thereon for any purpose;

- (d) Insofar as may be permitted by law, to do any acts or things necessary or useful for the protection, development, improvement or operation of any person, corporation, partnership (whether general or limited), firm or entity in or with which the Corporation has an interest of any kind, whether as stockholder or manager;

- (e) To purchase, hold, cancel, re-issue, sell, exchange, transfer or otherwise

Date: 2019-08-14 Time: 09:32:30 AM

Username: Aaron Paul Pagkatipunan

CEBIPINA TRADING COMPANY

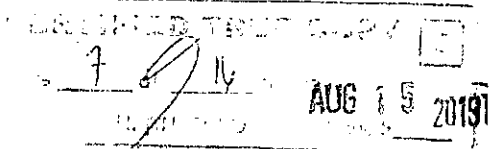
Pago # 27-16

DATE: AUG 15 2019

39048.0059.0006

deal in shares of its own capital stock, bonds, or other obligations from time to time to such an extent and in such manner and upon such terms as its Board of Directors shall determine; provided that the Corporation shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital stock, except to the extent permitted by law;

- (f) To merge, consolidate, combine or amalgamate with any corporation, firm, association or entity heretofore or hereafter created in such manner as may be permitted by law;
- (g) To acquire, take over, hold and control all or any part of the business, goodwill, property and other assets, and to assume or undertake the whole or any part of the liabilities and obligations of any person, corporation, partnership (whether general or limited), firm or entity, whether domestic or foreign, and whether a going concern or not, engaging in or previously engaged in a business which the Corporation is or may become authorized to carry on or which may be appropriate or suitable for the purpose of the Corporation or otherwise, and to hold, manage, operate, conduct and dispose of, in any manner, the whole or part of any such acquisitions, and to exercise all the powers necessary or convenient for the conduct and management thereof;
- (h) Within the limits prescribed by law, to organize or cause to be organized under the laws of the Republic of the Philippines or any other state, territory, nation, province or government, corporations, partnerships (whether general or limited), associations, firms or entities for the purpose of accomplishing any or all of the objects for which the Corporation is organized; to dissolve, wind up, liquidate, merge, consolidate, combine or amalgamate with any such corporations, partnerships, associations, firms or entities, or to cause the same to be dissolved, wound up, liquidated, merged, consolidated combined or amalgamated;


 A rectangular stamp containing a handwritten signature and the date "AUG 15 2019". The signature appears to be "A. Paul Pagkatipunan".

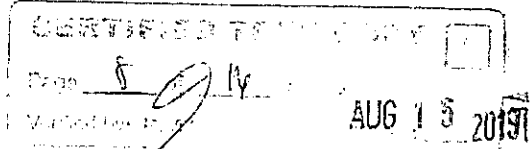
SECURITIES AND EXCHANGE COMMISSION

- (i) To carry out the above-mentioned purposes as principal agent, factor, licensee, concessionaire, contractor or otherwise, either alone or in conjunction with any other person, firm, association, corporation or entity, whether government or private;
- (j) To enter into contracts and arrangements of every kind and description for any lawful purpose with any person, firm, partnership (whether general or limited), association, corporation, municipality, body politic, county, territory, province, state, government or dependency thereof; to obtain from any government or authority any rights, privileges, carry out, perform or comply with such contracts or arrangements and exercise any such rights, privileges and concessions; and,
- (k) To do and perform all acts and things necessary, suitable or proper for the accomplishment of the purpose herein-above stated or which shall at any time appear conducive to the protection or benefit of the Corporation, including the exercise of the powers, authorities and attributes conferred upon corporations organized under the laws of the Republic of the Philippines in general and upon domestic corporations of like nature in particular.

THIRD. The principal office of the Corporation shall be established or located at 5th Floor, Loesin Building, Makati Avenue corner Ayala Avenue, Makati City, Philippines. (As amended on May 5, 2014)

FOURTH. The term for which the Corporation is to exist shall be fifty (50) years from and after the date of incorporation.

FIFTH. The names, nationalities and residences of the incorporators of the Corporation are as follows:



33048.0059.0008

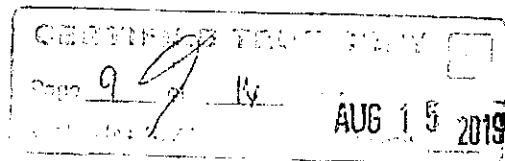
<i>Name</i>	<i>Nationality</i>	<i>Residence</i>
Manuel V. Pangilinan	Filipino	Unit 38-B, Pacific Plaza, Ayala Avenue, Makati City.
Antonio R. Samson	Filipino	39 Lopez-Jaena Street, Ayala Heights, Quezon City
Ignatius F. Yenko	Filipino	7 Bahamas Street, Grand Villas, Quezon City
Ray C. Espinosa	Filipino	Unit 5D, LPL Plaza 124 L. P. Leviste Street Salcedo Village, Makati City
Ariel A. Roda	Filipino	68 Malaya Street, Sta. Mesa Heights, Quezon City

SIXTH. The number of directors of the Corporation shall be seven (7), and the names, nationalities and residences of the first directors of the Corporation are as follows:

<i>Name</i>	<i>Nationality</i>	<i>Residence</i>
Manuel V. Pangilinan	Filipino	Unit 38-B, Pacific Plaza, Ayala Avenue, Makati City
Antonio R. Samson	Filipino	39 Lopez Jaena Street, Ayala Heights, Quezon City
Ignatius F. Yenko	Filipino	7 Bahamas Street, Grand Villas, Quezon City
Ray C. Espinosa	Filipino	Unit 5D, LPL Plaza 124 L. P. Leviste Street Salcedo Village, Makati City
Ariel A. Roda	Filipino	68 Malaya Street, Sta. Mesa Heights, Quezon City
Anabelle L. Chua	Filipino	Unit 705 Residencia 8888, Pearl Drive, Ortigas Center Pasig City
Imelda A. Manguiat	Filipino	14/F Alpha-Salcedo Building, H.V. dela Costa Street, Salcedo Village, Makati City

(As Amended on May 4, 2007 and July 30, 2010)

SEVENTH. The capital stock of the Corporation is Six Billion Pesos (PHP6,000,000,000.00), Philippine currency, and said capital stock is divided into two classes consisting of Three Billion (3,000,000,000) shares of Common Stock, each with a par value of One Peso (PHP1.00) and Three Billion (3,000,000,000) shares of Preferred Stock, each with a par value of One Peso (PHP1.00). (As Amended on



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the option of the holder thereof, at any time from the date of issuance thereof, at the conversion ratio of one (1) Common Stock for each Preferred Stock (the "Conversion Ratio"). In case the shares of Common Stock outstanding at any time shall be subdivided into a greater or consolidated into a lesser number of shares, or any reclassification or change of outstanding shares of Common Stock, or any grant of options, warrants or other rights involving Common Stock, or any dividend in the form of Common Stock, the Conversion Ratio shall be proportionately decreased or increased taking into account the effect of any of the foregoing events. Any holder of outstanding shares of Preferred Stock desiring to convert such shares shall give written notice of such conversion and surrender the stock certificate for the shares of Preferred Stock to be converted, to the Corporation at its principal office or such other place as the Board of Directors may determine.

6. The Corporation shall at all times reserve and have available, out of its authorized but unissued Common Stock, the full number of shares of Common Stock into which all shares of Preferred Stock outstanding from time to time are convertible.
7. All shares of Preferred Stock redeemed by the Corporation or converted into shares of Common Stock shall thereupon be deemed retired and may not be reissued by the Corporation.

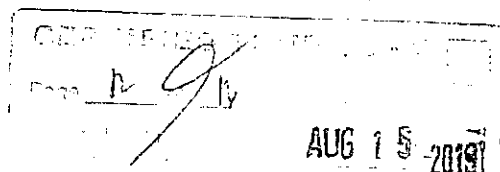
The foregoing preferences, privileges and restrictions in respect of each class of the capital stock shall be printed at the dorsal side of the certificates of stock thereof. (As Amended on August 25, 2004, June 5, 2006, May 4, 2007 and July 30, 2010) (As Amended on October 29, 2015)

Ownership of shares of stock of any class of the Corporation shall not entitle the owner thereof to any right to subscribe for or to purchase or to offered to such owner for subscription or purchase any shares of any class of the Corporation.

EIGHTH. At least twenty-five percent (25%) of the authorized capital stock stated above has been subscribed as follows:

Date: 2019-08-14 Time: 09:32:30 AM

Username: Aaron Paul Pagkatipunan



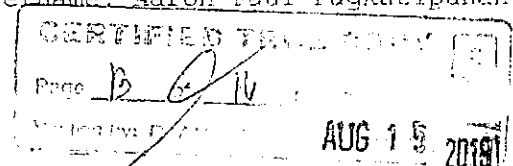
35048.0059.0012

Name of Subscriber	Nationality	No. of Shares Subscribed	Amount of Capital Stock Subscribed (P)
Philippine Long Distance Telephone Company	Filipino	249,999,300	PHP249,999,300.00
Manuel V. Pangilinan	Filipino	100	100.00
Antonio R. Samson	Filipino	100	100.00
Ignatius F. Yenke	Filipino	100	100.00
Ray C. Espinosa	Filipino	100	100.00
Ariel A. Roda	Filipino	100	100.00
Anabelle L. Chua	Filipino	100	100.00
Imelda A. Manguiat	Filipino	100	100.00
Total		250,000,000	PHP250,000,000.00

NINTH. The above-named subscribers have paid at least twenty-five percent (25%) of the total subscription as follows:

Name of Subscriber	Amount Subscribed (P)	Total Paid-In (P)
Philippine Long Distance Telephone Company	PHP249,999,300.00	PHP124,999,300.00
Manuel V. Pangilinan	100.00	100.00
Antonio R. Samson	100.00	100.00
Ignatius F. Yenke	100.00	100.00
Ray C. Espinosa	100.00	100.00
Ariel A. Roda	100.00	100.00
Anabelle L. Chua	100.00	100.00
Imelda A. Manguiat	100.00	100.00
Total	PHP250,000,000.00	PHP125,000,000.00

TENTH. Anabelle L. Chua has been elected by the subscribers as Treasurer of the Corporation to act as such until her successor is duly elected and qualified in accordance with the By-laws, and that, as such Treasurer, she has been authorized to receive for and in the name and for the benefit of the Corporation all subscriptions paid by the subscribers.



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ELEVENTH No issuance or transfer of shares of stock of the Corporation which will reduce the ownership of Filipino citizens in the Corporation to less than the minimum percentage of the capital stock required by law to be owned by Filipino citizens shall be allowed or permitted to be recorded in the proper books of the Corporation. This restriction shall be indicated in all the certificates of stock issued by the Corporation.

IN WITNESS WHEREOF, the parties hereto have signed these presents this 8th day of August, 2000 at Makati City, Metro Manila.

(SGD)
MANUEL V. PANGILINAN
TIN-914-481-801

(SGD)
ANTONIO R. SAMSON
TIN-105-379-031

(SGD)
IGNATIUS F. YENKO
TIN-123-235-645

(SGD)
RAY C. ESPINOSA
TIN-113-248-897

(SGD)
ARIEL A. RODA
TIN-109-317-493

SIGNED IN THE PRESENCE OF:

(Sgd) Ma. Lourdes C. Rausa-Chan

(Sgd) Agnes M. Quintos

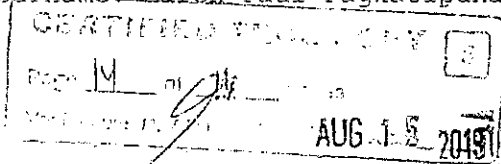
ACKNOWLEDGMENT

Republic of the Philippines)
Makati City, Metro Manila) S.S.

BEFORE ME, a Notary Public in and for Makati City, Metro Manila, Philippines,
personally appeared:

Date: 2019-08-14 Time: 09:32:30 AM

Username: Aaron Paul Pagkatipunan



33043.0050.0014

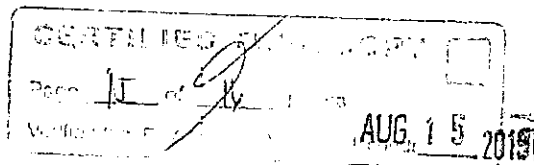
<u>Name</u>	<u>CTC No.</u>	<u>Date/Place Issued</u>
Manuel V. Pangilinan	09951713	3-1-2000/Makati City
Antonio R. Samson	02657017	1-18-2000/Quezon City
Ignatius F. Yenko	12168661	2-14-2000/Pateros
Ray C. Espinosa	14458811	2-4-2000/Makati City
Ariel A. Roda	13730118	3-24-2000/Quezon City

all known to me and by me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 8th day of August, 2000, at Makati City, Philippines.

(SGD) RUBEN V. TEJADA
Notary Public
Until December 31, 2000
PTR No. 1975580
January 31, 2000
Makati City

Doc. No. 146;
Page No. 031;
Book No. V;
Series of 2000.



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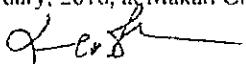
**CERTIFICATE OF AMENDMENT OF
THE ARTICLES OF INCORPORATION OF
ePLDT, INC.**

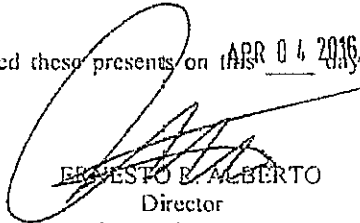
SECURITIES AND EXCHANGE COMMISSION
Grandstand 100, 101, 102
JAN 23 2017
13041722
Trove

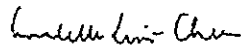
KNOW ALL MEN BY THESE PRESENTS:


The undersigned Corporate Secretary and majority of the members of the Board of Directors of ePLDT, Inc. (the "Company"), do hereby certify that the accompanying copy of the Amended Articles of Incorporation of the Company reflecting and embodying the underscored amendment to the Seventh Article thereof, consisting of the following: (1) increase in the authorized capital stock from Five Billion Seven Hundred Million Pesos (PhP5,700,000,000.00) divided into Three Billion (3,000,000,000) shares of common stock and Two Billion Seven Hundred Million (2,700,000,000) shares of preferred stock to Six Billion Pesos (PhP6,000,000,000.00) divided into Three Billion (3,000,000,000) shares of common stock and Three Billion (3,000,000,000) shares of preferred stock; and (2) revision in the preferences, privileges and restrictions in respect of the Preferred Stock as set out in the Seventh Article, paragraph B, subparagraph 2, is true and correct and was approved by the affirmative vote of all of the members of the Board of Directors of the Company at their duly constituted meeting held on October 29, 2015 and by the affirmative vote of the stockholders of the Company owning or representing more than two thirds (2/3) of the outstanding capital stock of the Company at their meeting held on the same date at the RUC Room, 6th Floor, Ramon Cojuangco Building, Makati Avenue, Makati City.

IN WITNESS WHEREOF, we have hereunto signed these presents on this 04 day of February, 2016, at Makati City.


MANUEL V. PANGILINAN
Chairman of the Board
TIN: 914-481-801


ERNESTO R. ALBERTO
Director
TIN: 106-968-471



ANABELLE L. CHUA
Director
TIN: 106-904-025


MA. LOURDES C. RAUSA-CHAN
Director/Corporate Secretary
TIN: 108-787-328

SUBSCRIBED AND SWORN TO before me this 04 day of February, 2016 at Makati City, affiants exhibited to me their Government Issued Identification Cards as follows:

Name	Competent Evidence of Identity	Issue/Expiry Date
Manuel V. Pangilinan	Passport No. EC1452578	06-19-2019
Ernesto R. Alberto	Passport No. EB6141266	08-14-2017
Anabelle L. Chua	Passport No. EC0996611	05-02-2019
Ma. Lourdes C. Rausa-Chan	Passport No. EB3934720	10-23-2016

Doc. No. 289
Page No. 79
Book No. XV
Series of 2016.


RUBEN V. TEJADA
Notary Public for the City of Makati
Until December 31, 2016
Notarial Appointment No. M-70
Roll of Attorneys No. 40957
IBP Lifetime Roll No. 02361-06/09/2001
PRT No. 532959-01/11/2016 Makati City
Office: 1000 Legaspi Village, Makati City

Date: 2019-08-14 Time: 09:32:30 AM

CERTIFIED TRUE COPY
Page 16 of 16
Notary Public: RUBEN V. TEJADA
AUG 15 2019



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
SEC Building, EDSA, Greenhills
City of Mandaluyong, Metro Manila

COMPANY REG. NO. A200012453

CERTIFICATE OF FILING
OF
AMENDED BY-LAWS

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the Amended By-Laws of

ePLDT, INC.

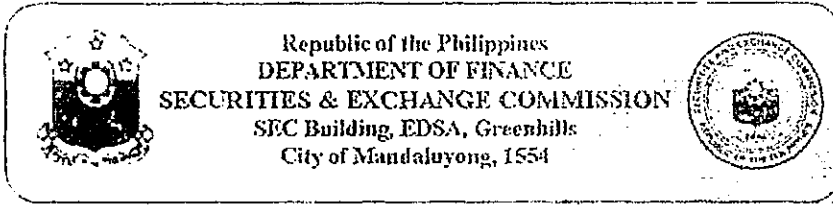
copy annexed, adopted on October 30, 2014 by majority vote of the Board of Directors pursuant to the authority delegated to it by the stockholders owning or representing at least two-thirds of the outstanding capital stock, and certified under oath by the Corporate Secretary and majority of the said Board was approved by the Commission on this date pursuant to the provisions of Section 48 of the Corporation Code of the Philippines Batas Pambansa Big. 68, approved on May 1, 1980, and copies thereof are filed with the Commission.

IN WITNESS WHEREOF, I have set my hand and caused the seal of this Commission to be affixed to this Certificate at Mandaluyong City, Metro Manila, Philippines, this 23rd day of April, Twenty Fifteen.


FERDINAND B. SALES
Director

Company Registration and Monitoring Department

IS/melly



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PAYMENT ASSESSMENT FORM No. 04012015-799788

DATE 04/01/2015	RESPONSIBILITY CENTER (DEPARTMENT) CRMD
PAYOR: EPLDT INC MAKATI	

NATURE OF COLLECTION	ACCOUNT CODE	AMOUNT
LRF (A0823)	131	10.00
AMENDED ARTICLES	606	500.00
TOTAL AMOUNT TO BE PAID		Php 510.00

Assessed by:
JENNY *[Signature]*

Machine Validation: *ABL 20150406-30*

[Faint background text: QW 1278213 Apr 1, 2015 00:30PM SEC 10:00:00]

CERTIFICATION COPY

Page 29 of 24

Mailed by: [Signature] AUG 15 2015

COVER SHEET
COMPANY REGISTRATION AND MONITORING DEPARTMENT

Nature of Application
 Amended By-Laws

S.E.C. Registration No.
 A 2 0 0 0 0 - 1 2 4 5 3

Former Company Name
 e P L D T . I N C .

AMENDED TO:
 New Company Name

Principal Office (No./Street/Barangay/City/Town/Province)
 S T H F L O O R L O C S I N B U I L D I N G
 M A K A T I A V E N U E C O R N E R A Y A L A
 A V E N U E M A K A T I C I T Y

COMPANY INFORMATION
 Company's Email Address
 Company's Telephone Number/s: 816-8553
 Company's Facsimile Number/s: 888-0686

CONTACT PERSON INFORMATION
 Name of Contact Person: Atty. Ma. Lourdes C. Rausa-Chan
 Email Address: lchan@pldl.com.ph
 Telephone Number/s: 816-8553
 Facsimile Number/s: 888-0686

Contact Person's Address
 9/F MGO BLDG., LEGASPI COR. DELA ROSA STS., MAKATI CITY

To be accomplished by CRMD Personnel

Assigned Processor: MS. Subido Date: 3/21/15 9:01 Signature: _____
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Page 3 of 24
 AUG 15 2015

AMENDED BY-LAWS

OF

ePLDT, INC.

(As Amended on October 30, 2014)

ARTICLE I

Offices

Section 1. Principal Office. The principal office of ePLDT, INC. (hereinafter called the "Corporation") shall be located at the place stated in the Amended Articles of Incorporation. (As Amended on October 30, 2014)

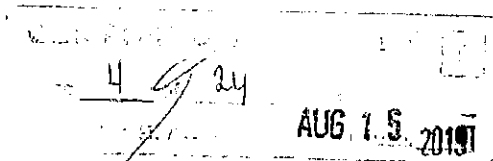
Section 2. Other Offices. The Corporation may also have a branch office or offices at such other place or places within or without the Republic of the Philippines as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shares of Stock and Their Transfer

Section 1. Certificates of Stock. Each stockholder shall be entitled to receive one or more certificates of stock registered in his name representing the number of shares subscribed by him, provided the full amount of the subscription price thereof together with interest and expenses thereon if any is due, shall have been fully paid. The certificates of stock shall bear the signature or facsimile of the signature of the President or a Vice President and the signature or facsimile of the signature of the Secretary or an Assistant Secretary of the Corporation, and sealed with its corporate seal. They shall be issued in consecutive order and be in such form as shall be approved by the Board of Directors.

Section 2. Transfer of Shares of Stock. Subject to the restrictions, terms and conditions contained in the Articles of Incorporation, By-Laws and stock certificates, transfer of shares of the capital stock of the Corporation may be made by delivery of the certificates duly endorsed by the stockholder or by his duly authorized attorney-in-fact or legal representative.

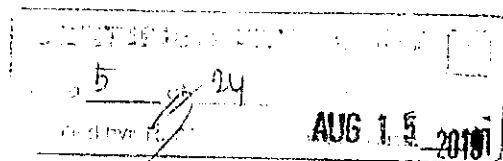


The transfer shall be valid and binding upon the Corporation only upon the submission of the transfer document showing the names of the parties to the transaction, the date of the transfer, the number of the certificate and the number of shares transferred, for recording in the stock and transfer books and ledgers of the Corporation, and the surrender of the old certificate for cancellation, to the Secretary or such other person in charge of the stock and transfer books and ledgers, as the Board of Directors may designate, and the issuance of the new certificate to the transferee. The term "person" or "persons" wherever used herein shall be deemed to include any firm or firms, corporation or corporations, partnership or partnerships, or association or associations. Whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the Secretary or to the said transfer agent, shall be so expressed in the entry of the Secretary or transfer agent subject, in all cases, to the restriction on transfer of stock mentioned in Article Eleventh of the Articles of Incorporation.

Section 3. Addresses of Stockholders. Each stockholder shall communicate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be served upon him by mail.

Section 4. Lost, Destroyed and Mutilated Certificate. The holder of any shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors may cause to be issued to him a new certificate or certificates of stock, upon the surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon compliance with the procedure required under Section 73 of the Corporation Code. The Board of Directors may require the owner of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum, not exceeding double the book value of such stock, and with such surety or sureties, as it may direct, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

Section 5. Closing of Transfer Books. The Board of Directors may, by resolution, direct that the stock and transfer books of the Corporation be closed for a period not exceeding sixty (60) days preceding the date of any meeting of the stockholders or the date of payment of any dividend, or the date any allotment of rights or change, conversion or exchange of capital stock shall go into effect; provided, however, that in lieu of closing the stock and transfer books



as aforesaid, the Board of Directors may fix in advance a date not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date of payment of any dividends, or the date any allotment of rights or change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of stockholders entitled to notice of, and to vote at any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to receive allotment of rights, or to exercise the rights in respect of any change, conversion or exchange of capital stock, and only such stockholders as of the record date so fixed shall be entitled to such notice of, and to vote, at such meeting, to receive payment of such dividends or to receive such allotment of rights, or to exercise rights in respect of any change, conversion or exchange of capital stock, as the case may be, notwithstanding any transfer of shares of stock on the books of the Corporation after such record date fixed by the Board of Directors.

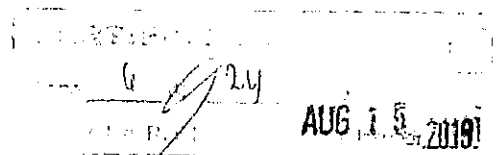
Section 6. Subscription. Unpaid subscriptions to the capital stock of the Corporation shall be due and payable at any time or from time to time as they shall be declared due and payable by the Board of Directors. Unless otherwise provided in the subscription agreement, no interest shall be due on unpaid subscription until such subscriptions are declared delinquent.

ARTICLE III

Meetings of Stockholders

Section 1. Place of Meetings. All meetings of stockholders shall be held at the city or municipality where the principal office of Corporation is located unless written notice of such meetings should fix another place within Metropolitan Manila, Philippines.

Section 2. Annual Meetings. The annual meeting of the stockholders for the election of directors and for the transaction for such other business as may come before the meeting shall be held on the second Friday of April of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day that is not a legal holiday. If the election of directors shall not be held on the day designated for the annual meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as the same may conveniently be held. At such special



meeting, the stockholders may elect the directors and transact other business as stated in the notice of the meeting with the same force and effect as at an annual meeting duly called and held.

Section 3. Special Meetings. Special meetings of the stockholders may be called at any time by resolution of majority of all the members of the Board of Directors or by order of the Chairman or the President, or upon the written request of stockholders registered as owners of at least one-third (1/3) of the total outstanding stock having voting powers. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meetings. Except as otherwise provided by law, written or printed notice of all annual and special meetings of stockholders, stating the place and time of the meeting and, if necessary, the general nature of the business to be considered, shall be transmitted by personal delivery, mail, telegraph, or cable to each stockholder of record entitled to vote thereat at the address communicated by such stockholder to the Secretary of the Corporation pursuant to Article II, Section 3, or if no such address is communicated to the Secretary, at his address last known to the Secretary of the Corporation, at least fifteen (15) days before the date of the annual or special meeting. Except where expressly required by law, no publication of any notice of a meeting of stockholders shall be required. If any stockholder shall, in person or by attorney-in-fact thereunto authorized, in writing or by cable, radio or wireless, waive notice of any meeting, notice thereof need not be given to him. Notice of any adjourned meeting of the stockholders shall not be required to be given, except when expressly required by law.

Section 5. Quorum. At each meeting of the stockholders, the holder or holders of a majority of the outstanding capital stock of the Corporation having voting powers, who is or are present in person or represented by proxy, shall constitute a quorum for the transaction of business, save in those cases where the Corporation Code requires the presence at the meeting, in person or by proxy, of a greater proportion of the outstanding capital stock. In the absence of a quorum, the stockholders of the Corporation present in person or represented by proxy and entitled to vote, by majority vote, or in the absence of all the stockholders, any officer entitled to preside or act as Secretary at such meeting, shall have the power to adjourn the meeting from time to time, until stockholders holding the requisite amount of stock shall be present or represented.

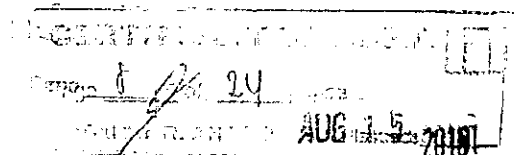
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Section 6. Organization of Meeting. At every meeting of the stockholders, the Chairman or, in his absence, the President, or, in his absence, a chairman chosen by a majority of the stockholders present in person or by proxy and entitled to vote thereat, shall act as chairman of the meeting. The Secretary shall act as secretary at all meetings of the stockholders. In the absence from any such meeting of the Secretary, the Chairman may appoint any person to act as secretary of the meeting.

Section 7. Voting. At every meeting of the stockholders, each stockholder shall be entitled to vote in person or by proxy executed in writing by the stockholder or his duly authorized attorney-in-fact, on forms prescribed by the Board of Directors. Unless otherwise provided in the proxy, it shall be valid only for the meeting in respect of which such proxy was issued. All proxies must be filed with the Secretary not later than five (5) days before the date set for the meeting. Any proxy filed with the Secretary may be revoked by the stockholder concerned either in an instrument in writing duly presented to the Secretary at least two (2) days prior to the scheduled meeting or by his personal presence at the meeting. The decision of the Secretary on the validity of proxies shall be final and binding unless set aside by a court of competent jurisdiction.

Unless otherwise provided by law, each stockholder shall have one vote for each share of stock entitled to vote and recorded in his name in the books of the Corporation. At all meetings of the stockholders, all elections and all questions shall be decided by the majority vote of the stockholders present in person or by proxy and entitled to vote thereat, a quorum being present, except in cases where other provision is made by statute.

Unless required by law, or demanded by a stockholder present in person or by proxy at any meeting, and entitled to vote thereat, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or in his name by his proxy if there be such proxy, and shall state the number of shares voted by him.



ARTICLE IV
Board of Directors

Section 1. General Powers. Unless otherwise provided by law, the powers, business and property of the Corporation shall be exercised, conducted and controlled by the Board of Directors. Without prejudice to such general powers and such other powers as may be granted by law, the Board of Directors shall have the following express powers:

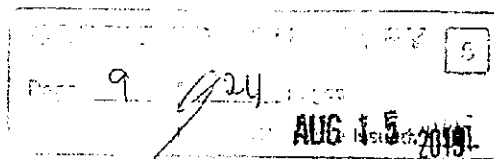
(a) From time to time, to make and change rules and regulations not inconsistent with these By-Laws for the management of the Corporation's business and affairs;

(b) To purchase, receive, take, or otherwise acquire in any lawful manner, for and in the name of the Corporation, any and all property, rights, interests or privileges, including securities and bonds of other corporations, as the transaction of the business of the Corporation may reasonably or necessarily require, for such consideration and upon such terms and conditions as the Board may deem proper and convenient;

(c) To invest the funds of the Corporation in another corporation or business or for any other purposes other than those for which the Corporation was organized, whenever in the judgment of the Board, the interests of the Corporation would thereby be promoted, subject to such stockholder approval as may be required by law;

(d) To incur such indebtedness as the Board may deem necessary and, for such purpose, to make and issue evidence of such indebtedness including, without limitation, notes, deeds of trust, instruments, bonds, debentures or securities, subject to such stockholders approval as may be required by law, and/or pledge, mortgage, or otherwise encumber all or part of the property and rights of the Corporation;

(e) To guarantee, for and in behalf of the Corporation, obligations of other corporations or entities in which it has lawful interest;



(f) To make provision for the discharge of the obligations of the Corporation as they mature, including payment for any property or rights acquired by the Corporation, either wholly or partly in money, property, or in stocks, bonds, debentures, or other securities of the Corporation lawfully issued for the purpose;

(g) To impose conditions as the Board may deem convenient, subject to the limitations prescribed by law, regarding the transfer of shares issued in total or partial payment of debts contracted or property acquired by, or services rendered in behalf of the Corporation;

(h) To sell, lease, exchange, assign, transfer or otherwise dispose of any property, real or personal, belonging to the Corporation whenever in the Board's judgment, the Corporation's interest would thereby be promoted;

(i) Subject to such stockholders approval as may be required by law, to establish pension, retirement, bonus, profit sharing plans, employees share purchase and stock option plans, or other types of incentives or compensation plans for the employees, including officers and directors of the Corporation and to determine the persons to participate in any such plans and the amount of their respective participations;

(j) To prosecute, maintain, defend, compromise or abandon any lawsuit in which the Corporation or its officers are either plaintiffs or defendants in connection with the business of the Corporation, and likewise, to approve the payment or settlement of whatsoever debts are payable to the Corporation upon such terms as the Board may deem proper and convenient;

(k) To delegate, from time to time, any of the powers of the Board which can be lawfully delegated in the course of the current business or businesses of the Corporation to any standing or special committee or to any person who shall act as agents of the Corporation with such powers (including the power to sub-delegate), and upon such terms, as the Board may deem appropriate;

(l) To resolve doubts as to the meaning, interpretation and/or application of these By-Laws and supply the omissions thereof, and give an account to the stockholders at their regular meeting;

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(m) To authorize the issuance of shares out of the authorized but unissued capital stock of the Corporation;

(n) To determine whether any part of the surplus profits of the Corporation available for declaration as dividends shall be declared as dividends, subject to the provisions of law; and to provide that the dividends thus declared shall be applied in payment of new shares to be issued to the stockholders entitled to said dividends, which new shares shall be taken out of the authorized and unissued capital stock of the Corporation, unless said stockholders advise the Corporation in writing that they opt to have said dividends paid in cash;

(o) To determine and prescribe the qualifications, duties, term of office, compensation, remuneration, incentives and other benefits of officers. Pursuant thereto, to appoint or elect or enter into contract with such officers, under such terms and conditions as the Board may determine to be in the best interest of the Corporation; and

(p) To enter into any transaction, obligation or contract and perform such acts and execute such deeds as it may deem essential for the proper administration of the Corporation's property, business and affairs or the accomplishment of any of the purposes for which the Corporation was organized.

Section 2. Qualifications and Term of Office.

(a) Each director shall own in his own right at least one (1) share of the capital stock of the Corporation. The directors shall be elected annually in the manner provided in these By-Laws and each director shall hold office until the annual meeting held next after his election and until his successor shall have been elected and shall have qualified, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. The directors named in the Articles of Incorporation and their successors in accordance with these By-Laws shall hold office until the first annual meeting of the stockholders for the election of directors and until their successors shall have been elected and shall have qualified. (As Amended on June 15, 2013)

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(b) No person shall qualify or be eligible for nomination or election to the Board of Directors if he is engaged in any business that competes with or is antagonistic to that of the Corporation or its subsidiaries. Without limiting the generality of the foregoing, a person shall be deemed to be so engaged:

- (i) If he is an employee, officer, manager or controlling person of, or the owner (either of record or beneficially) of ten per cent (10%) or more of any outstanding class of shares of, any corporation (other than one in which the Corporation owns at least thirty per cent (30%) of the capital stock) or entity engaged in a business that the Board of Directors, by at least a majority vote, determines to be competitive or antagonistic to that of the Corporation or its subsidiaries; or
- (ii) If he is an employee, officer, manager or controlling person of, or the owner (either of record or beneficially) of ten per cent (10%) or more of any outstanding class of shares of, any corporation or entity engaged in any line of business of the Corporation or its subsidiaries, when in the judgment of the Board of Directors, by at least a majority vote, the laws against combinations and restraint of trade shall be violated by such person's membership in the Board of Directors; or
- (iii) If the Board of Directors, in the exercise of its judgment in good faith, determines, by at least a majority vote, that he is a nominee of any person set forth in (i) or (ii) above.

In determining whether or not a person is a controlling person, beneficial owner, or the nominee of another, the Board of Directors may take into account such factors as business and family relationships.

For the proper implementation of this provision, all nominations for election of directors by the stockholders shall be submitted in writing to the Chairman of the Board of Directors and the Corporate Secretary at the Corporation's principal place of business at least ten (10) working days before the regular or special meeting of stockholders for the purpose of electing directors.
(As Amended on June 15, 2013)

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Section 3. Election of Directors. At each meeting of the stockholders for the election of directors, at which a quorum is present, the persons receiving the highest number of votes of the stockholders present in person or by proxy and entitled to vote shall be the directors. In case of any increase in the number of directors, the additional directors may be elected by the stockholders (i) at the first annual meeting held after such increase has been approved, or (ii) at a special meeting called for the purpose, or (iii) at the same meeting authorizing the increase of directors if so stated in the notice of the meeting.

Section 4. Quorum and Manner of Action. Unless a higher majority is prescribed by statute, a majority of the number of directors specified in the Articles of Incorporation shall constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors present at any meeting at which there is a quorum shall be valid as a corporate act, except for such actions which require the vote of majority of all the members of the Board as prescribed by statute or these By-Laws.

In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum be had. Notice of any adjourned meeting need not be given.

Section 5. Place of Meetings. The Board of Directors may hold its meetings at the principal office of the Corporation or at such other places within or without the Republic of the Philippines as the Board may from time to time determine or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 6. Organizational Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of directors. Such meeting may be held at any time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors.

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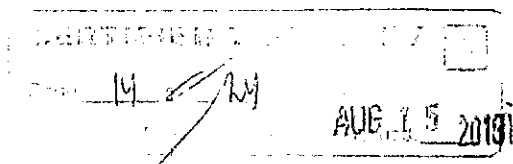
Section 7. Regular Meeting. Regular meetings of the Board of Directors shall be held at least three (3) times during the year on such dates and at such times and places as the Chairman or, in his absence, the President may determine. (As Amended on June 15, 2013)

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by the Secretary at the request of a majority of the directors.

Section 9. Notice of Meeting. The notice and agenda of each regular or special meeting shall be mailed to each director, addressed to him at his residence or usual place of business, or shall be sent to him at such place by telegraph, cable, radio or wireless, or be delivered personally within a reasonable period so that such notice and agenda shall be received by him at least seven (7) days before the date on which a regular meeting is to be held, or at least two (2) days before the date on which a special meeting is to be held. Every such notice shall state the time and place of the meeting but need not state the purpose thereof except as otherwise expressly provided in these By-laws. Notice of any meeting of the Board need not be given to any director if such notice is waived by him in writing or by telegraph, cable, radio or wireless whether before or after such meeting is held or if he shall be present at the meeting, and any meeting of the Board shall be a legal meeting without any notice thereof having been given to any director, however, if such notice is waived by him in writing or by telegraph, cable, radio or wireless whether before or after such meeting is held or if he shall be present at the meeting, and any meeting of the Board shall be a legal meeting without any notice thereof having been given to any director, if all of the directors shall be present thereat.

Section 10. Conduct of Meetings. Every meeting of the Board of Directors shall be presided by the Chairman of the Board or, in his absence, the President, or in his absence, by any director chosen by majority of the members of the Board present at such meeting at which there is a quorum. The Secretary shall act as secretary of every meeting of the Board of Directors but in his absence, the chairman of the meeting shall appoint a secretary of the meeting.

Section 11. Resignation. Any director of the Corporation may resign at any time by giving written notice to the President or the Secretary of the Corporation. The resignation of any director shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



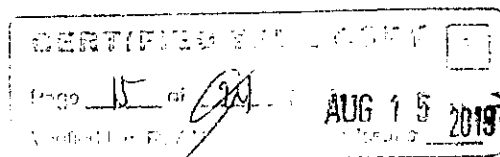
Section 12. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the affirmative vote of the stockholders holding or representing at least two-thirds (2/3) of the outstanding capital stock entitled to vote at a regular meeting or at a special meeting of the stockholders called for the purpose and held after due notice as provided in Section 28 of the Corporation Code. The vacancy in the Board caused by any such removal may be filled by the stockholders at such meeting without further notice, or at any special meeting called for the purpose after giving notice as prescribed by the Corporation Code.

Section 13. Vacancies. Any vacancy in the Board of Directors caused by death, resignation, disqualification, or any other cause, except by removal and expiration of term, may be filled by the majority vote of the remaining directors then in office constituting a quorum, and each director so elected shall hold office for a term to expire at the next annual election of directors, and until his successor shall be duly elected and qualified, or until his death or until he shall resign or shall have been removed in the manner herein provided.

Section 14. Compensation. Except for reasonable per diems, directors, as such, shall be entitled to receive only such compensation as may be granted to them by the vote of the stockholders representing at least a majority of the outstanding capital stock entitled to vote at a regular or special meeting of the stockholders. In no case shall the total yearly compensation of directors, as such, exceed ten percent (10%) of the net income before income tax of the Corporation during the preceding year.

ARTICLE V COMMITTEES

Section 1. Executive Committee. The Board of Directors may, by resolution or resolutions passed by a majority of all of its members, create an executive committee whose members shall be appointed by the Board. At least three (3) members of the executive committee shall be members of the Board. Except as provided in Section 35 of the Corporation Code, the executive committee shall have and exercise all such powers as may be delegated to it by the Board. The executive committee shall keep regular minutes of its proceedings and report the



same to the Board whenever required. The Board shall have the power to change the members of the executive committee at any time, to fill vacancies therein and to discharge or dissolve such committee either with or without cause.

Section 2. Other Committees. The majority of all the members of the Board of Directors may by resolution create other committees with such powers and functions as may be delegated to them by the Board. All such committees shall keep a record of their proceedings and report the same to the Board, whenever required. The Board shall have the power to appoint and remove the members of such committees and may at any time with or without cause dissolve any of such committees.

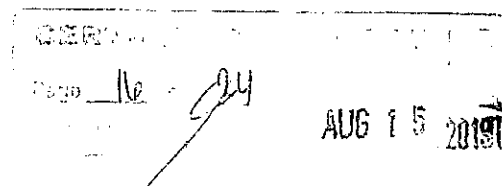
ARTICLE VI

Officers

Section 1. Number. The officers of the Corporation shall be a Chairman, a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may from time to time be elected or appointed by the Board of Directors. Any two or more positions may be held concurrently by the same person, except that no one shall act as President and Secretary or as President and Treasurer.

Section 2. Election, Term of Office and Qualifications. The Chairman, the President, the Vice President(s), the Secretary and the Treasurer shall be elected annually by the affirmative vote of a majority of all the members of the Board of Directors. Each officer shall hold office until his successor is elected and qualified in his stead, or until he shall have resigned or shall have been removed in the manner hereinafter provided. Such other officers as may from time to time be elected or appointed by the Board of Directors shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may determine. The President shall be chosen from among the directors, and the Secretary shall be resident and a citizen of the Philippines.

Section 3. Removal. Any officer may be removed, either with or without cause, by the affirmative vote of a majority of all of the members of the Board of Directors.



Section 4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President. Any such resignation shall take effect on the date of receipt of such notice or at any time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled for the unexpired portion of the term by the affirmative vote of a majority of all of the members of the Board of Directors.

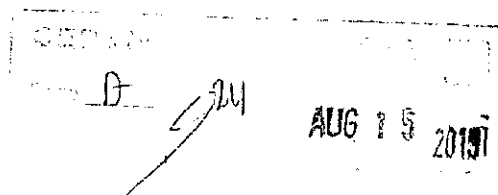
Section 6. Chairman of the Board. The Chairman of the Board of Directors shall preside at meetings of the directors and the stockholders. He shall also exercise such powers and perform such duties as the Board of Directors may assign to him.

Section 7. President. The President, who must be a director, shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general care and supervision of the business and affairs of the Corporation. He shall exercise the following specific functions and, in general, perform all duties incident to the office of the President and such other duties as may from time to time be assigned to him by the Board of Directors or as prescribed by these By-laws:

(a) To preside at the meetings of the Board of Directors and of the stockholders in the absence of the Chairman of the Board of Directors;

(b) To develop the strategic vision and mission, corporate objectives and policies of the Corporation and formulate long range projects, plans and programs for the approval of the Board of Directors, including those for executive training, development, and compensation;

(c) To ensure that the administrative and operational policies of the Corporation are carried out under his supervision and control;



(d) Subject to the guidelines prescribed by law, to appoint, remove, suspend or discipline employees of the Corporation, prescribe their duties, and determine their salaries;

(e) To oversee the preparation of the budgets and the statements of accounts of the Corporation;

(f) To prepare such statements and reports of the Corporation as may be required of him by law;

(g) To represent the Corporation at all functions and proceedings;

(h) To execute on behalf of the Corporation all contracts, agreements and other instruments affecting the Corporation which require the approval of the Board of Directors, except as otherwise directed by the Board of Directors;

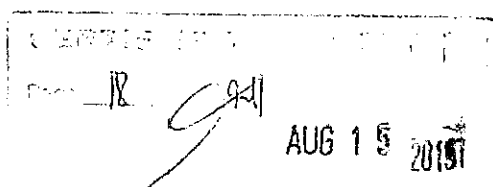
(i) To make reports to the Board of Directors and stockholders;

(j) To sign certificates of stock;

The President may assign the exercise or performance of any of the foregoing powers, duties, and functions to any other officer(s), subject always to his supervision and control.

Section 8. Vice Presidents. Any Vice President shall perform such duties as may, from time to time, be assigned to him by the Board of Directors or the President. Any Vice President may also sign with the Secretary any or all certificates of stock of the Corporation.

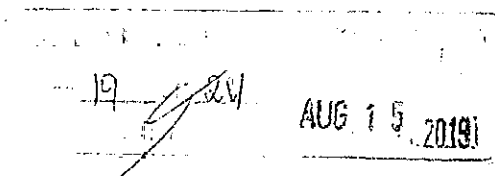
Section 9. Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose the minutes of the meetings of the stockholders and of the Board of Directors; shall give, or cause to be given, notice of all meetings of stockholders and directors and all other notices required by law or by these By-laws; and in the case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors or stockholders, upon whose request the meeting is called as provided in these By-laws;



shall, unless otherwise determined by the Board of Directors, be custodian of the records and of the seal of the Corporation and see that the seal or a facsimile thereof is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-laws, and shall attest the same; shall keep a register of the post office address of each stockholder, and make all proper changes in such register, retaining and filing his authority for such entries; may sign with the President or a Vice President any or all certificates of stock of the Corporation; shall, unless otherwise determined by the Board of Directors, have charge of the original stock books, transfer books and stock ledgers and act as transfer agent in respect of the stock and securities of the Corporation; and, in general, shall perform all duties incident to the office of the Secretary, and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

Section 10. Treasurer. The Treasurer shall give such bond for the faithful performance of his duties as the Board of Directors may require. He shall have charge and custody of, and be responsible for, all funds, securities, evidences of indebtedness and other valuable documents of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be designated by the Board of Directors; at all reasonable times exhibit his books of account and records to any of the directors of the Corporation where such books and records are kept; when required by the President or the Board of Directors render a statement on the condition of the finances of the Corporation; receive and give, or cause to be given, receipts for moneys due and payable to the Corporation from any source whatsoever, and pay out money as the business of the Corporation may require; and, in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

Section 11. Compensation. The Board of Directors shall fix the salaries and bonuses of all officers. The fact that an officer is also a director shall not preclude him from receiving a salary or bonus as such officer, or from voting upon the resolution fixing the same.



ARTICLE VII

Indemnification of Directors/Officers

The Corporation shall indemnify every director or officer, his heirs, executors and administrators against all costs and expenses reasonably incurred by such person in connection with any civil, criminal, administrative or investigative action, suit or proceeding (other than an action by the Corporation) to which he may be, or is, made a party by reason of his being or having been a director or officer of the Corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or misconduct.

In the event of a settlement or compromise, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by counsel that the person to be indemnified did not commit a breach of duty as such director or officer.

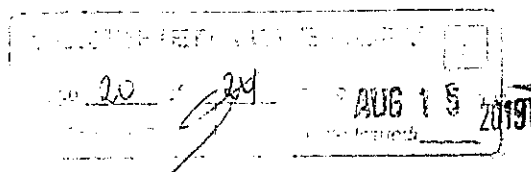
The amount payable by way of indemnity shall be determined and paid only pursuant to a resolution adopted by a majority of all of the members of the Board of Directors.

The costs and expenses incurred in defending the aforementioned action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized in the manner provided for in the preceding paragraph, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

ARTICLE VIII

Dividends and Finance

Section 1. Fiscal Year. The fiscal year of the Corporation shall commence with the opening of the business on the first day of January of each calendar year and shall close on the 31st day of December of the same calendar year.



Section 2. Dividends. Dividends shall be declared only from the unrestricted retained earnings and shall be payable at such time and in such manner and in such amounts as the Board of Directors shall determine. No dividends shall be declared which would impair the capital of the Corporation.

Section 3. Independent Auditors. At the Annual Stockholders' Meeting, the Independent Auditors for the ensuing year shall be appointed. The Independent Auditors shall audit and examine the books of account of the Corporation, and shall certify to the Board of Directors and the shareholders the annual balances of said books which shall be prepared at the close of each fiscal year under the direction of the Treasurer. No director or officer of the Corporation, and no firm or corporation of which such officer or director is a member, shall be eligible to discharge the duties of Independent Auditors.

The Independent Auditors or the lead, engagement or coordinating audit partner having the primary responsibility for the audit or reviewing the audit of the Corporation's financial accounts shall be rotated after five (5) years of service for a time out period of at least five (5) years. (As Amended on June 15, 2013)

ARTICLE IX

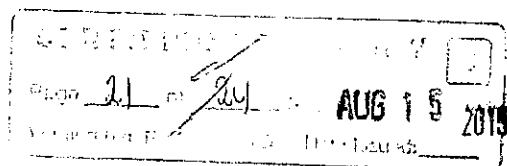
Seal

The corporate seal of the Corporation, unless otherwise ordered by the Board of Directors, shall be circular in form and shall bear the words and figures "ePLDT, INC. B 2000".

ARTICLE X

Amendments

The By-laws of the Corporation shall be subject to amendment, alteration or repeal, and new by-laws, not inconsistent with any provision of law, may be made by the affirmative vote of a majority of all of the members of the Board of Directors and a majority of the outstanding capital stock of the Corporation, given at an annual meeting or at any special meeting, provided that



notice of the proposed amendment, alteration or repeal or of the proposed new By-laws be included in the notice of such meeting. Notwithstanding the foregoing, the power to amend, alter or repeal By-laws or adopt new By-laws is hereby delegated to the Board of Directors, provided, however, that such delegation may be revoked by the affirmative vote of stockholders owning or representing a majority of the outstanding capital stock of the Corporation at the time of such revocation, at a regular meeting or a special meeting called for such purpose.

The foregoing By-Laws were adopted by all the incorporators at the meeting of the incorporators held in Makati City, Philippines, on the _____ day of July, 2000.

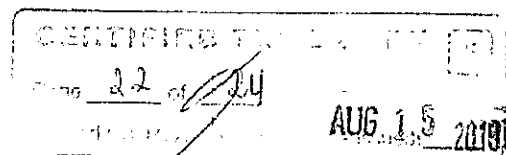
(SGD) MANUEL V. PANGILINAN

(SGD) ANTONIO R. SAMSON

(SGD) IGNATIUS F. YENKO

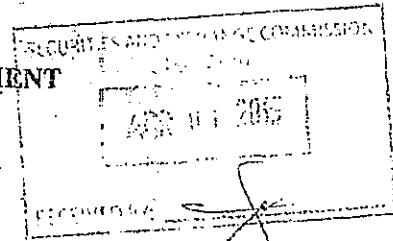
(SGD) RAY C. ESPINOSA

(SGD) ARIEL A. RODA



ePLDT

CERTIFICATE OF AMENDMENT
OF THE BY-LAWS OF
ePLDT, INC.





KNOW ALL MEN BY THESE PRESENTS:

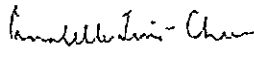
The undersigned Assistant Corporate Secretary and majority of the members of the Board of Directors of ePLDT, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at 5th Floor, Loecin Building, Ayala Avenue corner Makati Avenue, Makati City, hereby certify that the attached copy of the Amended By-Laws of the Corporation is a true and correct copy of the Amended By-Laws of the Corporation containing the amendment to Article I Section 1 thereof.

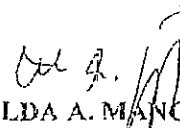
The undersigned hereby further certifies that the aforementioned amendment was approved by a majority of the members of the Board of Directors at their duly constituted meeting held on October 30, 2014 at the Mancom Room, 6th Floor, Ramon Cojuangco Building, Makati Avenue, Makati City pursuant to their power to amend the By-Laws as delegated to the Board of Directors under Article X of the Amended By-Laws of the Company.


IN WITNESS WHEREOF, we have hereunto signed this Certificate on this NOV 25 2014 day of 2014 at Makati City.


NAPOLEON L. NAZARENO
Chairman of the Board
TIN 115-968-132


ERNESTO R. ALBERTO
Director
TIN 106-968-471


ANABELLE L. CHUA
Director
TIN 106-904-025


IMELDA A. MANGUIAT
Director
TIN 116-283-941


OMAR C. TACCAB
Assistant Corporate Secretary
TIN 205-276-660

5th Floor, Loecin Bldg., Ayala cor. Makati Avenue, 1200 Makati City, Philippines. Tel: (632) 8550000

CERTIFICATE NO. 23 of 24
AUG 15 2015

SUBSCRIBED AND SWORN TO before me this NOV 25 2014 day of NOV, 2014 at Makati City, affiants exhibited to me their Passports, as follows:

Name	Passport No.	Date of Issue	Place of Issue
1. Napoleon L. Nazareno	EB8091848	May 13, 2013	Philippines
2. Ernesto R. Alberto	EB6141266	August 15, 2012	Philippines
3. Anabelle L. Chua	EC0996611	May 3, 2014	Philippines
4. Imelda A. Manguiat	XX5471018	February 6, 2010	Philippines
5. Omar C. Taccad	EB8908980	August 13, 2013	Philippines

Doc. No. 347
 Page No. 71
 Book No. 19
 Series of 2014.

Kristin Bardra B. Delo
KRISTIN BARDRA B. DELLO
 Notary Public for the City of Makati
 Until December 31, 2015
 Appointment No. M-109
 Roll of Attorneys No. 43091
 PTR O.R. No. 4234486 - 01/10/14 Makati City
 IBP Lifetime No. 07028 - 11/16/07
 9/F, MGO Bldg. Legazpi St. Legazpi Vill, Makati City, MM

RECEIVED
 24 24
 AUG 15 2014

SECRETARY'S CERTIFICATE

I, **MARK DAVID P. MARTINEZ**, Corporate Secretary of **ePLDT, INC.** (the "Company"), a corporation duly organized and existing under Philippine laws, with principal office address at 5th Floor, L.V. Locsin Bldg., Makati Avenue, Makati City, Philippines, hereby certify that:

1. At a meeting of the Board of Directors of the Company held on May 4, 2022, at which a quorum was present and acting throughout, the following resolutions were duly approved and adopted:

"RESOLVED, that the Company be, and is hereby, authorized to bid for and participate in any public and private biddings ("Biddings") to be conducted by any of the branches and instrumentalities of the Government of the Republic of the Philippines, its departments, offices and agencies, including government-owned and/or controlled corporations and local government units, or any private corporation, partnership or other business enterprise ("Procuring Entity") for the procurement of goods and services (the "Project") and, in this connection, to submit to the Procuring Entity all pre-qualification and bid documents including, without limitation, letters of intent, pre-qualification statements, bid proposals and bidder's bonds, and to comply with all other requirements imposed by the Procuring Entity in connection with the bidding for the Project;

RESOLVED FURTHER, that the President & Chief Executive Officer, and the Chief Commercial Officer be, and each is hereby, granted full power and authority to determine or approve the particular Bidding that the Company will participate in and the technical and financial proposals of the Company for such Bidding, which either of said officers shall in his/her reasonable judgment, determine to be in the best interest of the Company;

RESOLVED FURTHER, that the President & Chief Executive Officer, the Chief Commercial Officer, the Chief Financial Officer, the Chief Data Center Officer, the Group Chief Information Security Officer, the Group Financial Controller, and any other officer or executive who may be designated by the President and Chief Executive Officer, or the Chief Commercial Officer (each an "Authorized Representative") be, and each is hereby, granted full power and authority to (a) sign and execute in the name and behalf of the Company any and all pre-qualification and bid documents containing all technical and financial proposals to be included in the bid to be submitted by the Company to the Procuring Entity ("Bid Documents"), (b) submit or cause the submission of the Bid Documents to the Procuring Entity, (c) represent the Company in any and all phases of the pre-qualification and bidding proceedings, and (d) do or cause to be done any and all other acts and deeds which in the best judgment of such Authorized Representative, are required, necessary or advisable for purposes of complying with the requirements for pre-qualification, bidding, and award of the Project, and implementing these resolutions;

RESOLVED FURTHER, that the President & Chief Executive Officer, the Chief Commercial Officer, and any other officer or executive that may be designated by either of them be, and each is hereby, authorized to negotiate and agree the terms and conditions of, sign and deliver any agreement to be executed by the Company pursuant to an award of the contract for the Project to the Company as successful bidder by the Procuring Entity;

RESOLVED FINALLY, that the Procuring Entity is authorized to rely and act on the basis of these resolutions which shall remain effective and binding until the mandate herein contained has been fully accomplished or a written notice of any amendment or revocation hereof shall have been given to and received by the Procuring Entity."

2. The foregoing resolutions have not been amended and remain to be effective as of the date of this certification.

3. As of the date of this certification, the President & Chief Executive Officer, the Chief Commercial Officer, the Chief Financial Officer, the Chief Data Center Officer, and the Group Financial Controller of the Company are as follows:

- | | | | |
|----|-----------------------------------|---|--------------------------------------|
| a. | Mr. Victor Emmanuel S. Genuino II | – | President & Chief Executive Officer; |
| b. | Mr. John-John R. Gonzales | – | Chief Commercial Officer; |
| c. | Mr. Gil Samson D. Garcia | – | Chief Financial Officer; |
| d. | Mr. Dwight David M. Simon | – | Chief Data Center Officer; and |
| e. | Ms. Angelene C. Garcia-Amistoso | – | Group Financial Controller. |


JAN 03 2023

IN WITNESS WHEREOF, I have set my hand this _____ at Makati City, Philippines.


MARK DAVID P. MARTINEZ
Corporate Secretary

SUBSCRIBED AND SWORN to before me on this JAN 03 2023 at Makati City, Philippines, affiant exhibited to me his Philippine Passport No. P1290103B, valid from March 30, 2019 through March 29, 2029, and issued by the Philippine Department of Foreign Affairs NCR-East.

Doc No. 216
Page No. 1
Book No. 7
Series of 2023.


JOYCE ALSAPIA
Notary Public for the City of Makati
Until December 31, 2023
Appointment No. M-192
Roll of Attorneys No. 80429
PTR No. 8858543 - 01/06/2022 Makati City
IBP Lifetime No. 010874 / RSM
9/F MGO Bldg. Legazpi St. Legazpi Vill., Makati City, MM



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION
 LAND TRANSPORTATION OFFICE



NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name

GONZALES, JOHN-JOHN REYES

Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	M	1968/07/25	83	1.65

Address

7714 MOSS ST MARCELO GREEN VILLAGE
 PARAÑAQUE CITY

License No.	Expiration Date	Agency Code
NO1-86-043001	2024/07/25	N32

Blood Type	Eye Color
O+	BROWN

Restrictions	Conditions
2	A

Edgar C. Galvante
 EDGAR C. GALVANTE
 Assistant Secretary

John-John Reyes
 Signature of Licensee



SEA-ANTIPALO

~~~~~  
~~~~~02

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

AFFIDAVIT

I, **John-John R. Gonzales**, of legal age, married, Filipino, and with office address at 5th Floor, LV Locsin Building, Ayala Avenue corner Makati Avenue, Makati City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of **ePLDT, Inc.** with office address at 5th Floor, LV Locsin Building, Ayala Avenue corner Makati Avenue, Makati City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **Procurement of Renewal of Email Subscription with identification number PB-GS-06-2023 of Department of Foreign Affairs**, as shown in the attached duly notarized Secretary's Certificate;
3. **ePLDT, Inc.** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **ePLDT, Inc.** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of **ePLDT, Inc.** is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. **ePLDT, Inc.** complies with existing labor laws and standards; and
8. **ePLDT, Inc.** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

Let IT be

- c. Making an estimate of the facilities available and needed for the contract to be bid, if any, and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **Procurement of Renewal of Email Subscription with identification number PB-GS-06-2023.**
9. *ePLDT, Inc.* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

MAR 15 2023

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 2023 at Makati City, Philippines.

John-John R. Gonzales
Chief Commercial Officer

MAKATI CITY

MAR 15 2023
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of ___, 2023 at Makati City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Driver's License, with his photograph and signature appearing thereon, with No. N01-86-043001 valid until July 25, 2024.

MAR 15 2023

Witness my hand and seal this ___ day of ___, 2023.

NAME OF NOTARY PUBLIC ATY. GERMAZIO B. ORTIZ JR.
 Serial No. of Commission Notary Public City of Makati
 Notary Public for Until December 31, 2024
 Roll of Attorneys No. TFP No. 05729-Lifetime Member
 PTR No. MCLC Compliance Not VI-0024312
 IBP No. Appointment No. M-39 (2023-2024)
 No. PTR No. 9563522 Jan. 3, 2023
 Makati City Roll No. 40091
 101 Urban Ave. Campos Rueda Bldg.
 Brgy. Plo Del Pilar, Makati City

Doc. No. 173
 Page No. 36
 Book No. 111
 Series of 2023

issued], [place issued]

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

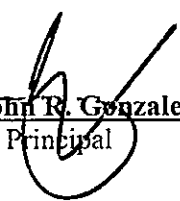
THAT, I, **John-John R. Gonzales**, the **Chief Commercial Officer** of **ePLDT, INC.** (the "Company"), a corporation duly organized and existing under Philippine law, with office address at 5th Floor, LV Locsin Building, Ayala Avenue corner Makati Avenue, Makati City, have named, constituted, and appointed, and by these presents do hereby name, constitute, and appoint **Rossana R. Lim** (the "Authorized Representative"), to be my true and lawful attorney-in-fact, for me and in my name, place and stead, in performing the following acts:


- (a) sign and execute in the name and on behalf of the Company any and all pre-qualification and bid documents containing all technical and financial proposals to be included in the bid to be submitted (the "Bid Documents") by the Company to the **DEPARTMENT OF FOREIGN AFFAIRS** (the "Procuring Entity") for the **Procurement of Renewal of Email Subscription** with identification number **PB-GS-06-2023** (the "Project");
- (b) submit or cause the submission of the Bid Documents to the Procuring Entity;
- (c) represent the Company in any and all phases of the pre-qualification, bidding and post-qualification proceedings for the Project;
- (d) do or cause to be done any and all other acts and deeds which in the best judgment of such Authorized Representative, are required, necessary or advisable for purposes of complying with the requirements for pre-qualification, bidding, award, and post-qualification of the Project.

HEREBY GIVING AND GRANTING unto our said Authorized Representative full power and authority whatsoever requisite, necessary or proper to be done to effectively and successfully carry out the above-mentioned acts, as fully to all intents and purposes as I might or could lawfully do if personally present; HEREBY RATIFYING AND CONFIRMING all that said Authorized Representative shall lawfully do or cause to be done by virtue of these presents.

This Special Power of Attorney shall remain in effect until it is revoked in writing by the Principal.

IN WITNESS WHEREOF, I have hereunto set my hand on this MAR 15 2023 day of 2023 at Makati City, Philippines.


John-John R. Gonzales
Principal


Rossana R. Lim
Authorized Representative

MAKATI CITY

MAR 15 2023

SUBSCRIBED AND SWORN to before me this ___ day of ___ 2023 at Makati City, Philippines. Affiants are personally known to me and were identified by me through competent evidence of identity as defined in 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC) and exhibited to me the following competent evidence of identity, with their photographs and signatures appearing thereon:

| Name | Competent Evidence of Identity | |
|-----------------------|--------------------------------|---|
| | Type of ID | ID Number and Expiry Date (if applicable) |
| John-John R. Gonzales | Driver's License | <u>N01-86-043001</u> valid until <u>July 25, 2024</u> |
| Rossana R. Lim | Passport | <u>P4477647B</u> valid until <u>January 20, 2030</u> |

MAR 15 2023

Witness my hand and seal this ___ day of ___ 2023.

Doc. No. 177;
Page No. 36;
Book No. XPM;
Series of 2023.

NOTARY PUBLIC
ATTY. GERVACIO B. ORTIZ JR.
 Notary Public City of Makati
 Until December 31, 2024
 IBP No. 05729-Lifetime Member
 MCLE Compliance Unit (2024-12-12)
 Appointment No. M-00 (2023-04)
 FTP No. 009502 (2023-04-02)
 Makati City, Philippines
 1100...
 City, Pro... Makati City



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

04 April 2023

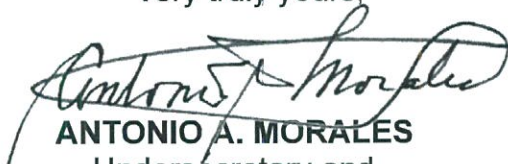
NOTICE OF AWARD

Sir:

Please be informed that, upon the recommendation of the Department of Foreign Affairs Bids and Awards Committee (DFA BAC) as contained in its Resolution No. **CPM-PB-09-2023** dated 04 April 2023, the Department is awarding the Contract on Email Subscription for the DFA to E-PLDT Inc. in the total amount of **Twenty Two Million Thirty Seven Thousand Eight Hundred Eighty Eight Pesos (Php 22,037,888.00) only**, including taxes and other lawful charges.

You are hereby required to provide, within ten (10) calendar days from receipt of this Notice of Award, a **Performance Security** in the acceptable form and amount stated in the Bidding Documents of said procurement, as well as sign the Contract within the same period, pursuant to Section 37 of the revised IRR of RA 9184. Failure to provide the Performance Security or to sign the contract within the prescribed period shall constitute sufficient grounds for the cancellation of the award and forfeiture of the bid security, or bid securing declaration, as the case may be.

Very truly yours,


ANTONIO A. MORALES
Undersecretary and
Head of Procuring Entity

Mr. JOHN-JOHN R. GONZALES

Representative

Epldt, Inc.

5th Floor, LV, Locsin Building, Ayala Avenue cor. Makati Avenue
Makati City

BID FORM

Date: March 27, 2023

Bid Reference No.: PB-GS-06-2023
To: DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [0], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY PROCUREMENT OF RENEWAL OF EMAIL SUBSCRIPTION** in conformity with the said PBDs for the sum of *Twenty Two Million Thirty Seven Thousand Eight Hundred Eighty Eight Pesos Only, PHP 22,037,888.00 VAT-Inclusive* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: value added tax (VAT), which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address | Amount | Purpose of agent |
|------------------|------------------------|------------------|
| Currency | Commission or gratuity | |

NONE

(if none, state

“None”)]

e

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.


We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of ePLDT Inc. as evidenced by the attached Special Power of Attorney and Secretary’s Certificate.

Let IT be

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: Rossana R. Lim

Legal capacity: Relationship Management Executive

Signature: 

Duly authorized to sign the Bid for and behalf of: ePLDT Inc.

Date: March 27, 2023



OFFICE OF FINANCIAL MANAGEMENT SERVICES

CERTIFICATE OF AVAILABILITY OF FUNDS

This is to certify that the amount of **TWENTY FOUR MILLION PESOS ONLY (PhP24,000,000.00)** is available to cover renewal of current licenses of the Department's DFA Email Management Services, chargeable against **OAMSS FY 2022 Continuing Appropriation for Internet Subscription Expenses**, pursuant to FY 2022 Continuing Appropriations issued under National Budget Circular No. 590 dated 03 January 2023 and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

Funds provided for the purpose will be valid up to **31 December 2023**.

This Certification is issued for whatever lawful purpose it may serve.

LYRIE F. FULGENCIO

Acting Department Chief Accountant

01 - 23 - 0023

BUDGET DIVISION-CAF

23 January 2023

Kagawaran ng Agnayang Panlabas



Department of Foreign Affairs

OFFICE OF FINANCIAL MANAGEMENT SERVICES

CERTIFICATE OF AVAILABILITY OF FUNDS


This is to certify that the amount of **NINE HUNDRED THOUSAND PESOS ONLY (Php900,000.00)** is available to cover the cost for the renewal of Google Workspace Enterprise Starter Subscription under dfa.gov.ph domain for FY 2023, chargeable against **OCA's 2023 MOOE for ICT Software Subscription**, pursuant to FY 2023 General Appropriations Act (GAA) (R.A. No. 11936) and subject to existing budgeting, accounting, auditing and government procurement laws, rules and regulations.

Funds provided for the purpose will be valid up to 31 December 2023.

This Certification is issued for whatever lawful purpose it may serve.


LYRIE F. FULGENCIO *15.02.2023*
Acting Department Chief Accountant

02 - 23 - 0015
BUDGET DIVISION-CAF
10 February 2023

CERTIFIED TRUE COPY
DEPARTMENT OF FOREIGN AFFAIRS
OFFICE OF FINANCIAL SERVICES
COMPLIANCE DIVISION
Acting Director
Ms. Lorna V. Molice 

FEB 16 2023

Letter of Conformity

This certifies that **ePLDT, Inc.**, with its registered office address at **5th Floor, LV Locsin Building, Ayala Avenue corner Makati Avenue, Makati City** has conformed to the Schedule of Requirements and Technical Specifications/Terms of Reference as enumerated and specified in Section VI and Section VII of the Bidding Documents, respectively, and to all the Supplemental/Bid Bulletin(s) issued for the bidding of **Department of Foreign Affairs** for the **"Procurement of Renewal of Email Subscription"**.

Certified by:



Rossana R. Lim, Relationship Management Executive

Bidder's Authorized Representative

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|-------------|--|----------|-------|----------------------------|
| 1 | Procurement of Renewal of Email Subscription | 1 Lot | 1 Lot | on or before 09 April 2023 |
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Comply

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specification
RENEWAL OF EMAIL SUBSCRIPTION

| | | |
|-------------|--|-------------------|
| I. | Background | |
| | The Department of Foreign Affairs relies on email messaging and its functionalities as the primary means of electronic communication for its personnel in the Home Office, Foreign Service Posts, and Consular Offices. The approved budget cost is Twenty Four Million Nine Hundred Thousand Pesos (Php 24,900,000.00) including all applicable taxes. | |
| II. | Objective | |
| | Procure email subscription from a reliable and technically qualified provider of email subscription with integrated support applications for group collaboration across the Department. | |
| III. | Scope of Work | Compliance |
| | <p>The Contractor shall provide subscription for Five Thousand Eight Hundred Fifty (5,850) mailboxes which conform with the Department's existing email service (Google Workspace) as follows:</p> <ul style="list-style-type: none"> i) Five Thousand Five Hundred (5,500) Enterprise Starter licenses (including 251 licenses for OCA-PITS) with at least 1TB secure cloud-based file storage per account includes Shared drive, Fundamental MDM, DLP Report, Basic Audit Logs and Data Region Lite. ii) Three Hundred Fifty (350) Enterprise Plus licenses with unlimited storage; Up to 500 users can participate in video conference; 100k AI Noise cancellation; and it includes Vault, Advance Data Loss Prevention, Cloud Identity Premium, Advance Enterprise control and customization, Cloud Search, AppSheet Core, Connected Sheets, and can be integrated with 3rd party archiving tools. iii) Mailboxes and Storage Accounts shall be transferable. iv) Administrator training and Train the trainers must be provided. | Comply |
| IV. | Technical Specifications | Comply |
| | Enterprise Starter licenses: | Comply |
| | Store and back up files securely in the cloud with at least 1 TB storage per user (pooled). | Comply |

Please refer to Scope of Work

| | | |
|--|--|--------|
| | Join secure video meetings from laptop or other device (up to 250 participants) | Comply |
| | With Meeting platform compatible with the existing system, equipped with moderation controls, hand raising, polling and Q&A, breakout rooms, noise cancellation and attendance tracking. | Comply |
| | With meeting recordings saved to cloud storage used by the existing system. | Comply |
| | Share calendars to easily schedule meetings and events | Comply |
| | Collaborate in real-time on online documents, spreadsheets, and presentations | Comply |
| | Manage user accounts and security settings from a central Admin console | Comply |
| | Enterprise Plus licenses: | Comply |
| | Security, Premium administrative controls and Enterprise-wide collaboration | Comply |
| | Enhance security of the cloud storage used by the existing system and electronic mail platform compatible with the existing system with data loss prevention (DLP). Scan for sensitive information, such as credit card or Social Security numbers, and prevent sharing. | Comply |
| | Protect the Department with security analytics, best practice recommendations, and the ability to remediate security incidents with the security center. | Comply |
| | Set up rules to detect harmful attachments in a virtual environment using the Security Sandbox. | Comply |
| | Ability to connect LDAP-based applications and services to Cloud Identity or Google Workspace, which is the current system being used, with Secure LDAP. | Comply |
| | Manage company owned mobile devices using Apple Business Manager and Android Zero Touch. | Comply |
| | Use enhanced desktop security for Windows to remotely apply Windows settings and manage users' devices. | Comply |
| | Create granular access control policies to Google Workspace, which is the current system being used, and SAML applications based on attributes such as user identity, device security posture, IP address, and geolocation with context-aware access. | Comply |
| | Scan images for text to identify and mitigate loss of confidential data in scanned images. | Comply |

Please refer to Scope of Work

| | | |
|--|---|--------|
| | Able to use a third-party archiving product to store and discover mission-critical email. | Comply |
| | Analyze e-mail logs in the current system being used in BigQuery using advanced and customized queries. | Comply |
| | Automate mobile management tasks by setting custom rules that get triggered by suspicious events. | Comply |
| | Automate user provisioning, authorize apps, and set rules for mobile management with Cloud Identity Premium. | Comply |
| | Set up enterprise-grade meetings with up to 250 participants and live streaming. | Comply |
| | Record and share online meeting sessions in the current cloud storage being used. | Comply |
| | Analyze, visualize, and share data from spreadsheet with Connected Sheets. | Comply |
| | AppSheet Pro—ICT Personnel in the Department can build applications without coding. | Comply |
| | Mailbox Specifications | Comply |
| | Each Mailbox account shall: | Comply |
| | 1. Maintain @dfa.gov.ph (DFA's official domain name). | Comply |
| | 2. Provide anti-spam and anti-malware functions for all incoming emails and provide anti-malware function for all outgoing emails; | Comply |
| | 3. Provide Information Rights Management (IRM), Transport Layer Security (TLS) enforcement, Phishing prevention; | Comply |
| | 4. Support verification of Sender Policy Framework (SPF) protocol for authenticity purpose and Simple Mail Transfer Protocol over Transport Layer Security (SMTP over TLS) protocol for secure transmission encryption; | Comply |
| | 5. Provide two-factor authentication composed of but not limited to password requirement and SMS verification code; | Comply |
| | 6. Comply with the following international operations standard and controls:
a) ISO 27001 (Information security management),
b) ISO 27017 (Security controls for cloud services),
c) ISO 27018 (Cloud privacy protection overview),
d) Service Organization Control (SOC) 2 and | Comply |

Please refer to Scope of Work

| | | |
|--|---|--------|
| | e) Service Organization Control (SOC) 3 | Comply |
| | 7. Send and receive emails with attachments of different file types including but not limited to video, audio and image files; | Comply |
| | 8. Provide Office document creation, sharing and collaboration, offline/online editing, import and export of data files, revision/versioning through a browser; | Comply |
| | 9. Search, through Optical Character Recognition (OCR) and image recognition; | Comply |
| | 10. Create electronic forms to conduct survey and questionnaire online; | Comply |
| | 11. Provide an online social platform for information sharing and employee engagement; | Comply |
| | 12. Allow transfer from one service provider to another without loss of current data; | Comply |
| | 13. Be accessed through Android, iOS, Windows Phone, and Blackberry devices, Windows, MacOS desktops, laptops and tablets; | Comply |
| | 14. Have a cloud-based platform which can be accessed through popular web browsers including, but not limited to, Chrome, Firefox, Safari, Internet Explorer 11 and Edge; | Comply |
| | 15. Be accessed through Internet, Local Area Network (LAN), Wi-Fi, and hotspot environment by mobile devices; | Comply |
| | 16. Provide instant messaging and video conferencing (audio, video) through LAN, internet, Wi-Fi, and hotspots; | Comply |
| | 17. Provide shareable calendar services among users and guests; | Comply |
| | 18. Adopt current IT network setup and settings, and no new hardware/software requirements are needed to avail of the service; | Comply |
| | 19. Provide Mobile Device Management (MDM) and policy-based browser security management; | Comply |
| | 20. Be accessed 24x7, 365 days a year, at least 99.9% monthly uptime guarantee of the services; | Comply |
| | 21. Setup disaster recovery plans and secured back-up facilities or disaster proof facility to provide uninterrupted service; and | Comply |

Please refer to Scope of Work

| | | |
|------------|--|--------|
| | 22. Customize, relative to DFA's requirements, user-friendly menus (mailbox organization). | Comply |
| | Storage and Archiving Specifications | Comply |
| | Each Storage account shall be capable of: | Comply |
| | 1. Archiving, e-discovery and information management capabilities; | Comply |
| | 2. Defining retention policies that are automatically applied to email and chat messages; | Comply |
| | 3. Archiving of email and chat messages according to email system policies defined by the user preventing inadvertent deletions; and | Comply |
| | 4. Running reports on user activity and actions in the archive wherein searches, message views and exports are shown. | Comply |
| IV. | Contractor's Responsibility | Comply |
| | The Contractor shall provide the following: | Comply |
| | 1. 24 x 7 technical support through telephone, email and/or chat with a maximum response time of two (2) hours from the posting/submission of support request; | Comply |
| | 2. Trainer/s to conduct one (1) administrator's training and three (3) train the trainers. | Comply |
| | 3. Initial setup and configuration services for the DFA and shall ensure that proposed mail domain (*@dfa.gov.ph) is functioning normally. | Comply |
| V. | Contractor's Eligibility | Comply |
| | 1. Contractor shall present Certificates and/or Authorization to represent Original Product Manufacturer or proof of Authority for Distributorship, or Re-seller Dealership. | Comply |
| | 2. Contractor shall provide at least 3 Professional Collaboration Certificate and it must be a regular employee of the contractor. | Comply |
| | 3. Contractor shall provide a Certificate of Partnership to Google and it must be Premier Level. | Comply |

Please refer to Scope of Work

| | | |
|--------------|--|---------------|
| VI. | Duration | Comply |
| | 1. The Contractor shall provide the email subscription and corresponding support applications for the DFA for a period of twelve (12) months. | Comply |
| VII. | Delivery | Comply |
| | 1. The Contractor shall provide and activate the accounts on or before 09 April 2023. | Comply |
| VIII. | Confidentiality | Comply |
| | <p>1. The Contractor shall ensure that each of its personnel assigned to provide support service executes and signs a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.</p> <p>2. The Contractor shall not disclose any confidential information accessed through the use of its services in relation to the official functions or operations of the Department without prior consent from the latter.</p> <p>3. The Contractor shall immediately inform the Department of breaches, attacks, or other forms of cyber threats/activities that may contribute to disclosure of any confidential information.</p> <p>4. Failure to comply with the confidentiality clause shall be subject to penalties as provided in Republic Act No. 10173 – Data Privacy Act of 2012 and all other relevant rules and regulations.</p> | Comply |
| IX. | Payment | Comply |
| | 1. The payment shall be made within thirty (30) working days upon full implementation of the system and receipt of the invoice with complete requirements through List of Due and Demandable Accounts Payable (LDDAP). | Comply |
| | 2. All payments shall be inclusive of all applicable taxes and other lawful charges. | Comply |

Please refer to Scope of Work

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The **STATEMENT OF COMPLIANCE** must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint

venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of a manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii)

Conformé:



Rossana R. Lim
ePLDT, Relationship Management Executive
March 27, 2023

Scope of Work

| Item and General Description | Quantity |
|--|----------------|
| Subscription to Google Workspace Enterprise Plus
(Unlimited Storage Capacity) | 350 Licenses |
| Subscription to Google Workspace Enterprise Starter
(At least 1TB Storage Capacity) | 5,500 Licenses |

Technical Specifications

- **Google Workspace Enterprise Plus (350 Licenses)**
 - Security, Premium administrative controls and Enterprise-wide collaboration
 - Enhance security of the cloud storage used by the existing system and electronic mail platform compatible with the existing system with data loss prevention (DLP). Scan for sensitive information, such as credit card or Social Security numbers, and prevent sharing.
 - Protect the Department with security analytics, best practice recommendations, and the ability to remediate security incidents with the security center.
 - Set up rules to detect harmful attachments in a virtual environment using the Security Sandbox.
 - Ability to connect LDAP-based applications and services to Cloud Identity or Google Workspace, which is the current system being used, with Secure LDAP.
 - Manage company owned mobile devices using Apple Business Manager and Android Zero Touch.
 - Use enhanced desktop security for Windows to remotely apply Windows settings and manage users' devices.
 - Create granular access control policies to Google Workspace, which is the current system being used, and SAML applications based on attributes such as user identity, device security posture, IP address, and geolocation with context-aware access.
 - Scan images for text to identify and mitigate loss of confidential data in scanned images.
 - Able to use a third-party archiving product to store and discover mission-critical email.
 - Analyze e-mail logs in the current system being used in BigQuery using advanced and customized queries.
 - Automate mobile management tasks by setting custom rules that get triggered by suspicious events.
 - Automate user provisioning, authorize apps, and set rules for mobile management with Cloud Identity Premium.
 - Set up enterprise-grade meetings with up to 250 participants and live streaming.
 - Record and share online meeting sessions in the current cloud storage being used.
 - Analyze, visualize, and share data from spreadsheet with Connected Sheets.
 - AppSheet Pro—ICT Personnel in the Department can build applications without coding.

- **Google Workspace Enterprise Starter (5,500 Licenses)**
 - Store and back up files securely in the cloud with at least 1 TB storage per user (pooled).
 - Join secure video meetings from laptop or other device (up to 250 participants)
 - With Meeting platform compatible with the existing system, equipped with moderation controls, hand raising, polling and Q&A, breakout rooms, noise cancellation and attendance tracking.
 - With meeting recordings saved to cloud storage used by the existing system.
 - Share calendars to easily schedule meetings and events
 - Collaborate in real-time on online documents, spreadsheets, and presentations
 - Manage user accounts and security settings from a central Admin console

- **Mailbox Specifications**

Each Mailbox account shall:

 - Maintain @dfa.gov.ph (DFA's official domain name).
 - Provide anti-spam and anti-malware functions for all incoming emails and provide anti-malware function for all outgoing emails;
 - Provide Information Rights Management (IRM), Transport Layer Security (TLS) enforcement, Phishing prevention;
 - Support verification of Sender Policy Framework (SPF) protocol for authenticity purpose and Simple Mail Transfer Protocol over Transport Layer Security (SMTP over TLS) protocol for secure transmission encryption;
 - Provide two-factor authentication composed of but not limited to password requirement and SMS verification code;
 - Comply with the following international operations standard and controls:
 - ISO 27001 (Information security management)
 - ISO 27017 (Security controls for cloud services)
 - ISO 27018 (Cloud privacy protection overview)
 - Service Organization Control (SOC) 2
 - Service Organization Control (SOC) 3
 - Send and receive emails with attachments of different file types including but not limited to video, audio and image files;
 - Provide Office document creation, sharing and collaboration, offline/online editing, import and export of data files, revision/versioning through a browser;
 - Search, through Optical Character Recognition (OCR) and image recognition;
 - Create electronic forms to conduct survey and questionnaire online;
 - Provide an online social platform for information sharing and employee engagement;
 - Allow transfer from one service provider to another without loss of current data;
 - Be accessed through Android, iOS, Windows Phone, and Blackberry devices, Windows, MacOS desktops, laptops and tablets;
 - Have a cloud-based platform which can be accessed through popular web browsers including, but not limited to, Chrome, Firefox, Safari, Internet Explorer 11 and Edge;
 - Be accessed through Internet, Local Area Network (LAN), Wi-Fi, and hotspot environment by mobile devices;
 - Provide instant messaging and video conferencing (audio, video) through LAN, internet, Wi-Fi, and hotspots;

- Provide shareable calendar services among users and guests;
 - Adopt current IT network setup and settings, and no new hardware/software requirements are needed to avail of the service;
 - Provide Mobile Device Management (MDM) and policy-based browser security management;
 - Be accessed 24x7, 365 days a year, at least 99.9% monthly uptime guarantee of the services;
 - Setup disaster recovery plans and secured back-up facilities or disaster proof facility to provide uninterrupted service; and
 - Customize, relative to DFA's requirements, user-friendly menus (mailbox organization).
- **Storage and Archiving Specifications**

Each Storage account shall be capable of:

 - Archiving, e-discovery and information management capabilities
 - Defining retention policies that are automatically applied to email and chat messages
 - Archiving of email and chat messages according to email system policies defined by the user preventing inadvertent deletions
 - Running reports on user activity and actions in the archive wherein searches, message views and exports are shown.
- **Roles and Responsibilities**
 - ePLDT shall provide 24 x 7 technical support through telephone, email and/or chat with a maximum response time of two (2) hours from the posting/submission of support request
 - ePLDT shall provide Trainer/s to conduct one (1) administrator training and three (3) train the trainers training
 - ePLDT shall provide initial setup and configuration services to DFA and shall ensure that the proposed mail domain (*@dfa.gov.ph) is functioning normally.
- **Eligibility**
 - ePLDT is Certified and Authorized to Re-sell Google Workspace.
 - ePLDT has at least 3 Certified Professional Collaboration Engineer / Professional Google Workspace Administrator that are regular employees.
 - ePLDT is a Certified Google Cloud Premier Partner
- **Duration**
 - ePLDT shall provide email subscription and corresponding support applications for DFA for a period of twelve (12) months.
- **Delivery**
 - ePLDT shall provide and activate the accounts on or before 09 April 2023.

- **Confidentiality**

- ePLDT shall ensure that each of its personnel assigned to provide support service executes and signs a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.
- ePLDT shall not disclose any confidential information accessed through the use of its services in relation to the official functions or operations of the Department without prior consent from the latter.
- ePLDT shall immediately inform the Department of breaches, attacks, or other forms of cyber threats/activities that may contribute to disclosure of any confidential information.
- Failure to comply with the confidentiality clause shall be subject to penalties as provided in Republic Act No. 10173 – Data Privacy Act of 2012 and all other relevant rules and regulations.

- **Payment**

- The payment shall be made within thirty (30) working days upon full implementation of the system and receipt of the invoice with complete requirements through List of Due and Demandable Accounts Payable (LDDAP).
- All payments shall be inclusive of all applicable taxes and other lawful charges.



Google Cloud Whitepaper
October 2021

Google Workspace Security Whitepaper

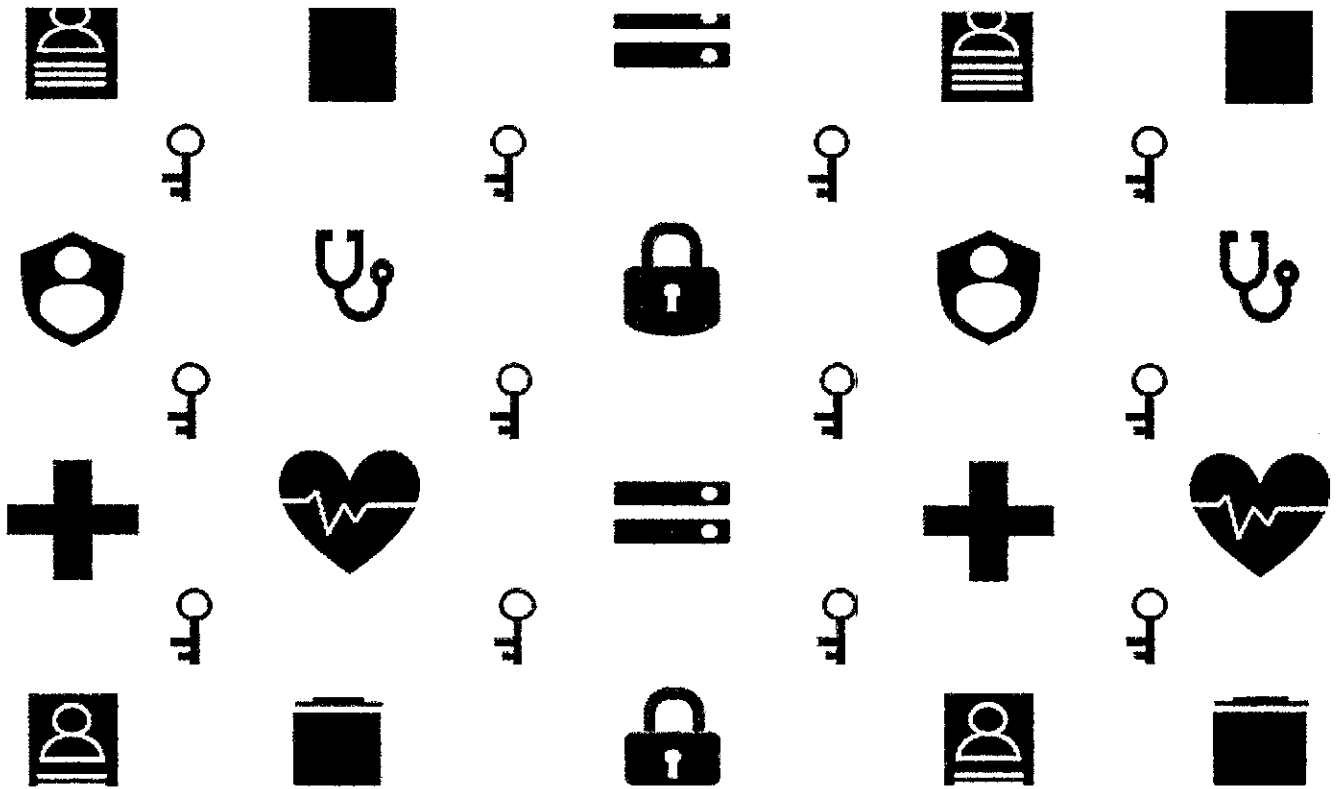


Table of Contents

| | |
|---|-----------|
| Introduction | 4 |
| Google's security and privacy focused culture | 4 |
| Employee background checks | 5 |
| Security training for all employees | 5 |
| Secure Environment | 5 |
| Internal security and privacy events | 6 |
| Our dedicated security team | 6 |
| Our privacy teams | 6 |
| Internal audit and compliance specialists | 7 |
| Collaboration with the security research community | 7 |
| Operational security | 7 |
| Vulnerability management | 7 |
| Malware prevention | 8 |
| Monitoring | 8 |
| Incident Management | 9 |
| Technology with security at its core | 10 |
| State-of-the-art data centers | 10 |
| Powering our data centers | 10 |
| Environmental impact | 10 |
| Custom server hardware and software | 11 |
| Hardware tracking and disposal | 11 |
| A global network with unique security benefits | 11 |
| Encrypting data in transit and at rest | 12 |
| Low latency and highly available solution | 12 |
| Service availability | 13 |
| Supporting compliance requirements | 13 |
| Regulatory compliance | 14 |
| Independent third-party certifications and attestations | 14 |
| Data usage | 15 |
| Our philosophy | 15 |
| No advertising in Google Workspace | 15 |
| Limited data use | 15 |
| Data access and restrictions | 16 |
| Administrative access | 16 |

| | |
|---|-----------|
| | 3 |
| Third-party suppliers | 16 |
| Empowering users and administrators to improve security and compliance | 16 |
| Access and Authentication | 17 |
| 2-step verification and security keys | 17 |
| Single sign-on (SAML 2.0) | 17 |
| OAuth 2.0 and OpenID Connect | 17 |
| Information Rights Management (IRM) | 18 |
| Restricted email delivery | 18 |
| App access based on user context | 18 |
| Asset Protection | 18 |
| Email spam, phishing and malware protection | 18 |
| Email spoofing prevention | 19 |
| Warnings for employees to prevent data loss | 19 |
| Hosted S/MIME to provide enhanced security | 19 |
| Gmail confidential mode | 20 |
| Configuring Google Workspace security settings | 20 |
| Security and alert management | 20 |
| Video meetings safety | 20 |
| Endpoint management | 21 |
| Reporting analytics | 21 |
| Google Workspace audit logs | 21 |
| Security reports | 21 |
| Insights using BigQuery | 22 |
| Data Recovery | 22 |
| Restore a recently deleted user | 22 |
| Restore a user's Drive or Gmail data | 22 |
| Retention and eDiscovery | 22 |
| Data Residency | 22 |
| Conclusion | 22 |

Disclaimer

This whitepaper applies to Google Cloud products described at cloud.google.com. The content contained herein is correct as of October 2021 and represents the status quo as of the time it was written. Google's security policies and systems may change going forward, as we continually improve protection for our customers.

Introduction

Cloud computing has changed the way that companies today do business. Organizations primarily look to the public cloud to manage their infrastructure, operations, and delivery of services, realizing that providers can invest more in people and processes to deliver secure and compliant infrastructure.

As a cloud pioneer, Google fully understands the security implications of the cloud model. That's why we designed our cloud services to deliver better security than many traditional on-premises solutions. We make security a priority to protect our own operations. Our customers run on that same Google infrastructure, so your organization directly benefits from these protections.

Security and data protection drive our organizational structure, training priorities and hiring processes. These principles shape our data center operations and technology. They're central to our everyday operations and disaster planning, including how we address threats. They're prioritized in the way we handle customer data. And they're the cornerstone of our account controls, our compliance audits and the certifications we offer our customers. Our commitments to your business and your data are captured in our [Google Cloud Trust Principles](#) and affirm how we protect the privacy of customers whenever they use [Google Workspace](#) and [Google Cloud Platform](#).

This whitepaper outlines Google's approach to security and compliance for Google Workspace, our cloud-based productivity suite. Used by more than five million organizations worldwide, from large banks and retailers with hundreds of thousands of people to fast-growing startups, Google Workspace and Google Workspace for Education include the collaboration and productivity tools found [here](#). Google Workspace and Google Workspace for Education are designed to help teams work together securely in new, more efficient ways, no matter where members are located or what device they use. For instance, Gmail scans over 300 billion attachments for malware every week and prevents more than 99.9% of spam, phishing, and malware from reaching users¹. We're committed to protecting against security threats of all kinds, innovating new security tools for users and admins, and providing our customers with a secure cloud service.

Note: We are [bringing Google Workspace](#) to our education and nonprofit customers in the coming months. Education customers can continue to access our tools via Google Workspace for Education, which includes Classroom, Assignments, Gmail, Calendar, Drive, Docs, Sheets, Slides, and Meet. Google Workspace for Nonprofits will continue to be available to eligible organizations through the Google for Nonprofits program. Unless indicated otherwise, the context of this document includes Google Workspace and Google Workspace for Education.

¹ As of October 2021.

Google's security and privacy focused culture

Google has created a vibrant and inclusive security and privacy focused culture for all employees. The influence of this culture is apparent during the hiring process, employee onboarding, as part of ongoing training and in company-wide events to raise awareness.

Employee background checks

Before someone joins our staff, Google verifies their education and previous employment, and performs internal and external reference checks. Where local labor law or statutory regulations permit, Google may also conduct identity, criminal, and credit checks and confirm immigration status, depending on the position.

Security training for all employees

All Google employees undergo security training as part of the orientation process, and throughout their Google careers. During orientation, new employees also agree to our [Code of Conduct](#), which highlights our commitment to keeping customer information safe and secure.

Depending on their role, employees participate in additional training on specific aspects of security. For example, the information security team instructs new engineers on topics like secure coding practices, product design and automated vulnerability testing tools. Engineers also attend technical presentations on security-related topics and receive a security newsletter that covers new threats, attack patterns, mitigation techniques and more.

Secure Environment

Google's zero-trust approach enforces critical access controls based on information about a device, its state, its associated user, and their context. This approach considers both internal and external networks to be inherently untrusted, which creates our concept of borderless compliance where we dynamically assert and enforce levels of access at the application layer. This enables Google's security and compliance teams to be as secure and effective during an emergency as they would be at any other time.

As COVID-19 has not only changed the way we work, but where we work from, creating the need for new solutions that nonetheless continue to meet industry compliance requirements. By leveraging zero trust you can offer your employees and extended workforce a secure and scalable solution for telework that is not dependent on VPN or location requirements.

Internal security and privacy events

Security and privacy is an ever-evolving area, and Google recognizes that dedicated employee engagement is a key means of raising awareness. It's with this in mind that Google hosts regular internal conferences, open to all employees, to raise awareness and drive innovation in security and

data privacy, and hosts regular “Tech Talks” that often focus on security and privacy topics. A prime example is “Privacy Week,” during which Google hosts events across our global offices to raise awareness of all facets of privacy, from software development and data handling, to policy enforcement.

Our dedicated security team

Google employs a dedicated team of full-time security and privacy professionals as part of our software engineering and operations division. This team includes some of the world’s foremost experts in information, application and network security. Tasked with maintaining our defense systems, developing security review processes, building security infrastructure and implementing the company’s security policies, the team actively scans for security threats using commercial and custom tools, penetration tests, quality assurance (QA) measures and software security reviews.

Within Google, members of the information security team provide a range of critical services. They review security plans for all networks, systems and services; provide project-specific consulting services to Google’s product and engineering teams; monitor for suspicious activity on Google’s networks; address information security threats; perform routine security evaluations and audits; and engage outside experts to conduct regular security assessments. On top of that, Google specifically built a full-time team, known as Project Zero, that aims to prevent targeted attacks by reporting bugs to software vendors and filing them in an external database.

It doesn’t end there. The security team also takes part in research and outreach activities to protect the wider community of Internet users, beyond just those who choose Google solutions. In addition, the security team publishes security research papers, which are made publicly available, as well as organizes and participates in open-source projects and academic conferences.

Our privacy teams

Google’s Privacy teams are an integral part of Google product launches. Privacy has built a set of automated monitoring tools to help ensure that services that process your personal information operate as designed and in accordance with our data protection commitments. Design documentation and code audits are also reviewed to ensure that privacy requirements are followed.

Cross-functional teams help release products that reflect strong privacy standards, including: transparent collection of user data, and providing users and administrators with meaningful privacy configuration options, while continuing to be good stewards of any information stored on our platform. After products launch, Google’s compliance and privacy programs oversee automated processes that audit data traffic to verify appropriate data usage. Google also conducts research providing thought leadership on privacy best practices for our emerging technologies.

Internal audit and compliance specialists

Data protection regulations place significant emphasis on enterprises knowing how their data is being processed, who has access to data, and how security incidents will be managed. We have dedicated

teams of engineers and compliance experts who support our customers in navigating their regulatory compliance and risk management obligations. Our approach includes collaborating with customers to understand and address their specific regulatory needs. As new auditing standards are created, the team determines what controls, processes and systems are needed to meet them, while facilitating and supporting independent audits and assessments by third parties. Under certain circumstances we also allow customers to conduct audits to validate Google's security and compliance controls.

Collaboration with the security research community

Google has long enjoyed a close relationship with the security research community, and we greatly value their help identifying vulnerabilities in Google Workspace and other Google products. Our [Vulnerability Reward Program](#) was developed to honor all the external contributions that help us keep our users safe. The Program encourages researchers to report design and implementation issues that affect the confidentiality or integrity of user data or puts customer data at risk. Rewards can reach tens of thousands of dollars.

Due to our collaboration with the research community, in 2019 we paid out over \$6.5 million in rewards, doubling what we've ever paid in a single year. We [publicly thanked these individuals](#) and listed them as contributors to our products and services.

Operational security

Security at Google isn't an afterthought or subject of occasional initiatives, it is an integral part of our operations.

Vulnerability management

Google's vulnerability management process actively scans for security threats using a combination of commercially available and purpose-built in-house tools, intensive automated and manual penetration efforts, quality assurance processes, software security reviews, and external audits. Once a vulnerability requiring remediation has been identified, the vulnerability team logs it, prioritizes it according to severity, and assigns it to an owner. The team tracks each issue and follows up frequently until they can verify that it has been remediated.

Google also maintains relationships and communicates frequently with members of the security research community to track reported issues in Google services and open-source tools. More information about reporting security issues can be found at [Google Application Security](#).

Malware prevention

An effective malware attack can lead to account compromise, data theft, and possibly additional access to a network. Google takes these threats to its networks and its customers very seriously and uses a variety of methods to prevent, detect and eradicate malware.

Malware sites or email attachments install malicious software on users' machines to steal private information, perform identity theft, or attack other computers. When people visit these sites, software that takes over their computer is downloaded without their knowledge. Google's malware strategy begins with infection prevention by using manual and automated scanners to scour Google's search index for websites that may be vehicles for malware or phishing. In addition, one of our key protections is our attachment malware scanner that processes more than 300 billion attachments each week to block harmful content. 63% percent of the malicious documents we block differ from day to day. To stay ahead of this constantly evolving threat, we recently added a new generation of document scanners that rely on deep learning to improve our detection capabilities.

More than four billion devices are protected by Google's Safe Browsing technology every day. Every day Safe Browsing discovers thousands of new unsafe sites, many of which are legitimate websites that have been compromised. When we detect unsafe sites, we show warnings on Google Search and in web browsers.

In addition to our Safe Browsing solution, Google operates VirusTotal, an online service that analyzes files and URLs enabling the identification of viruses, worms, trojans and other kinds of malicious content detected by antivirus engines and website scanners. Its mission is to help in improving the antivirus and security industry and make the Internet a safer place through the development of free tools and services.

Google makes use of multiple antivirus engines in Gmail, Drive, servers and workstations to help identify malware that may be missed by antivirus signatures.

Monitoring

Google's security monitoring program is focused on information gathered from internal network traffic, employee actions on systems, and outside knowledge of vulnerabilities. Internal traffic is inspected for suspicious behavior, such as the presence of traffic that might indicate botnet connections, at many points across our global network, using a combination of open-source and commercial tools for traffic capture and parsing.

We supplement this network analysis even further through a proprietary correlation system built on Google technology, and by examining system logs to identify unusual behavior, like attempted access of customer data. Google security engineers place standing search alerts on public data repositories to look for security incidents that might affect the company's infrastructure, and actively review inbound security reports and monitor public mailing lists, blog posts, and wikis. Automated network analysis helps determine potential unknown threats and escalates them to Google security staff, a process that is supplemented by automated analysis of system logs.

Incident Management

Incident response is a key aspect of Google's overall security and privacy program. We have a rigorous process for managing data incidents. This process specifies actions, escalations, mitigation, resolution, and notification of any potential incidents impacting the confidentiality, integrity, or availability of customer data.

Google's incident response program is managed by teams of expert incident responders across many specialized functions to ensure each response is well-tailored to the challenges presented by each incident.

Subject-matter experts from these teams are engaged in a variety of ways. For example, incident commanders assess the nature of the incident and coordinate incident response, which includes completing the triage assessment of the incident, adjusting its severity if required, and activating the required incident response team with appropriate operational/technical leads who review the facts and identify key areas that require investigation. As part of the resolution process, the digital forensics team detects ongoing attacks and performs forensic investigations. Product engineers work to limit the impact on customers and provide solutions to fix the affected product(s). The legal team works with members of the appropriate security and privacy team to implement Google's strategy on evidence collection, engages with law enforcement and government regulators, and advises on legal issues and requirements. Support personnel manage notifications to customers and respond to customer inquiries and requests for additional information and assistance.

Following the successful remediation and resolution of a data incident, the incident response team evaluates the lessons learned from the incident. When the incident raises critical issues, the incident commander may initiate a post-mortem analysis. During this process, the incident response team reviews the cause(s) of the incident and Google's response and identifies key areas for improvement. In some cases, this may require discussions with different product, engineering, and operations teams and product enhancement work. If follow-up work is required, the incident response team develops an action plan to complete that work and assigns project managers to spearhead the long-term effort. The incident is closed after the remediation efforts conclude.

Technology with security at its core

As an innovator in hardware, software, network and system management technologies, Google used the principle "defense in depth" to create an IT infrastructure that is more secure and easier to manage than more traditional technologies. We custom-designed our servers, proprietary operating system and geographically distributed data centers to ensure that Google Workspace runs on a technology platform that is conceived, designed and built to operate securely.

State-of-the-art data centers

Google's focus on security and protecting data is among our primary design criteria. Our data center physical security features a layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, in addition to data center floors that feature laser beam intrusion detection.

Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders, with access logs, activity records, and camera footage available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training.

The closer you get to the data center floor, the tighter these security measures become. In fact, less than one percent of Google employees will ever set foot in one of our data centers. Those that do have specific roles have been pre-approved and access the floor in the only way possible: through a security corridor that implements multi-factor access control using security badges and biometrics.

Powering our data centers

To keep things running 24/7 and ensure uninterrupted services, Google's data centers feature redundant power systems and environmental controls. Cooling systems maintain a constant operating temperature for servers and other hardware, reducing the risk of service outages. In case of an incident, every critical component has a primary power source and an equally powerful alternate. Our diesel engine backup generators can provide enough emergency electrical power to run each data center at full capacity. Fire detection and suppression equipment – including heat, fire, and smoke detectors – triggers audible and visible alarms in the affected zone, at security operations consoles, and at remote monitoring desks, helping to prevent hardware damage.

Environmental impact

Google cares deeply about minimizing the environmental impact of our data centers, to the point that we design and build our own facilities using the latest "green" technology. We install smart temperature controls, utilize "free-cooling" techniques like using outside air or reused water for cooling, and redesign how power is distributed to reduce unnecessary energy loss. We constantly gauge how we're doing by calculating the performance of each facility using comprehensive efficiency measurements.

We're proud to be the first major Internet services company to gain external certification of our high environmental, workplace safety, and energy management standards throughout our data centers. Specifically, we achieved voluntary ISO 14001, OHSAS 18001 and ISO 50001 certifications, which are all built around a very simple concept: Say what you're going to do, then do what you say—and then keep improving.

Custom server hardware and software

Google's data centers house energy-efficient custom, purpose-built servers and network equipment that we design and manufacture ourselves. Our production servers also run a custom-designed operating system (OS) based on a stripped-down and hardened version of Linux. In other words, Google's servers and their OS are designed for the sole purpose of providing Google services, which means that, unlike much commercially available hardware, Google servers don't include unnecessary components such as video cards, chipsets, or peripheral connectors, that can introduce vulnerabilities. Google server resources are dynamically allocated, allowing for flexibility in growth and the ability to adapt quickly and efficiently, adding or reallocating resources based on customer demand. This homogeneous environment is maintained by proprietary software that continually monitors systems for binary modifications. If a modification is found that differs from the standard Google image, the system is automatically returned to its official state. These automated, self-healing mechanisms enable Google to monitor and remediate destabilizing events, receive notifications about incidents, and slow down potential network compromises before they become critical issues.

Hardware tracking and disposal

Google uses barcodes and asset tags to meticulously track the location and status of all equipment within our data centers from acquisition and installation, to retirement and destruction. We have also implemented metal detectors and video surveillance to help make sure no equipment leaves the data center floor without authorization. During its lifecycle in the data center, if a component fails to pass a performance test at any point, it is removed from inventory and retired.

Each data center adheres to a strict disposal policy and any variances are immediately addressed. When a hard drive is retired, authorized individuals verify that the disk is erased, writing zeros to the drive and performing a multiple-step verification process to ensure it contains no data. If the drive cannot be erased for any reason, it is stored securely until it can be physically destroyed. This physical destruction is a multistage process beginning with a crusher that deforms the drive, followed by a shredder that breaks the drive into small pieces, which are then recycled at a secure facility.

A global network with unique security benefits

Google's IP data network consists of our own fiber, public fiber, and undersea cables, enabling us to deliver highly available and low latency services across the globe.

With other cloud services and on-premises solutions, customer data must make several journeys between devices, known as "hops," across the public Internet. The number of hops depends on the distance between the customer's ISP and the solution's data center, and each additional hop introduces a new opportunity for data to be attacked or intercepted. Because it's linked to most ISPs in the world, Google's global network can limit the number of hops across the public Internet, improving the security of data in transit.

Defense in depth describes the multiple layers of defense that protect Google's network from external attacks. It starts with industry-standard firewalls and access control lists (ACLs) to enforce network

segregation, and all traffic being routed through custom Google Front End (GFE) servers to detect and stop malicious requests and Distributed Denial of Service (DDoS) attacks. Additionally, GFE servers are only allowed to communicate with a controlled list of servers internally, a “default deny” configuration that prevents GFE servers from accessing unintended resources. Finally, logs are routinely examined to reveal any exploitation of programming errors, and access to networked devices is restricted to authorized personnel. The bottom line? Only authorized services and protocols that meet our security requirements are allowed to traverse our network, anything else is automatically dropped.

Encrypting data in transit and at rest

Encryption is an important piece of the Google Workspace security strategy, helping to protect your emails, chats, video meetings, files, and other data. First, we encrypt certain data as described below while it is stored “at rest” — stored on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won’t be able to read it because they don’t have the necessary encryption keys. Second, we encrypt all customer data while it is “in transit” — traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data. We’ll take a detailed look at how we encrypt data stored at rest and data in transit below.

Google has led the industry in using Transport Layer Security (TLS) for email routing, which allows Google and non-Google servers to communicate in an encrypted manner. When you send email from Google to a non-Google server that supports TLS, the traffic will be encrypted, preventing passive eavesdropping. We believe increased adoption of TLS is so important for the industry that we report TLS progress in our [Email Encryption Transparency Report](#). We also improved email security in transit by developing and supporting the [MTA-STS standard](#) allowing receiving domains to require transport confidentiality and integrity protection for emails. Google Workspace customers also have the extra ability to only permit email to be transmitted to specific domains and email addresses if those domains and addresses are covered by TLS. This can be managed through the [TLS compliance setting](#).

For further information on encryption, please see our [Google Workspace Encryption whitepaper](#).

Low latency and highly available solution

Google designs all the components of our platform to be highly redundant, from our server design and how we store data, to network and Internet connectivity, and even the software services themselves. This “redundancy of everything” includes error handling by design and creates a solution that is not dependent on a single server, data center, or network connection.

Google’s data centers are geographically distributed to minimize the effects of regional disruptions such as natural disasters and local outages. In the event of hardware, software, or network failure, data is automatically shifted from one facility to another so that, in most cases, Google Workspace customers can continue working without interruption. This also means customers with global workforces can collaborate on documents, video conferencing and more without additional

configuration or expense, sharing a highly performant and low latency experience as they work together on a single global network.

Google's highly redundant infrastructure also helps protect our customers from data loss. For Google Workspace, our recovery point objective (RPO) target is zero, and our recovery time objective (RTO) design target is also zero. We aim to achieve these targets through live or synchronous replication: actions you take in Google Workspace products are simultaneously replicated in two data centers at once, so that if one data center fails, we transfer your data over to the other one that's also been reflecting your actions.

To do this efficiently and securely, customer data is divided into digital pieces with random file names. Neither the content nor the file names of these pieces are stored in readily human-readable format, and stored customer data cannot be traced to a particular customer or application just by inspecting it in storage. Each piece is then replicated in near-real time over multiple disks, multiple servers, and multiple data centers to avoid a single point of failure. To further prepare for the worst, we conduct disaster recovery drills that assume individual data centers—including our corporate headquarters—won't be available for 30 days.

Service availability

Some of Google's services may not be available in some jurisdictions currently or temporarily. Google's [Transparency Report](#) shows [recent and ongoing disruptions of traffic](#) to Google products. Our code allows us to observe worldwide traffic patterns over time, enabling us to detect significant changes. We also look into our graphs when we receive inquiries from journalists, activists, or other people on the ground. We provide this data to help the public analyze and understand the availability of online information

Supporting compliance requirements

Google is committed to providing secure products and services that meet your compliance and reporting needs. We share extensive information on best practices and provide easy access to our compliance documentation. Google Cloud's industry-leading security, third-party audits and certifications, documentation, and legal commitments help support your compliance. Our products regularly undergo independent verification of their security, privacy, and compliance controls, achieving certifications, attestations of compliance, or audit reports against standards around the world. As a part of the independent verification process, third-party auditors examine our end-to-end security practices, including data centers, infrastructure, and operations, at a regular cadence. We've also created resource documents and mappings against frameworks and laws where formal certifications or attestations may not be required or applied. Our [Compliance resource center](#) contains details on our compliance documentation and resources.

We're constantly working to expand our compliance coverage. Google evaluates the available guidance from leading standards and regulatory bodies and adjusts our security and privacy programs as the compliance landscape changes. We carefully curate programs by region and industry to ensure

customers are able to leverage our compliance resources to make informed decisions for their business.

When you consider Google Workspace, our compliance offerings can help to confirm whether the product suite meets your security and compliance needs.

Regulatory compliance

Our customers operate across regulated industries, including [finance](#), [government](#), [healthcare](#) and [education](#). Google Cloud provides products and services in a way that enables our customers to be compliant with numerous industry-specific requirements. More information is available [here](#).

Independent third-party certifications and attestations

Our customers and regulators expect independent verification of security, privacy, and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Some of the key international standards we are audited against are:

- [ISO/IEC 27001 \(Information Security Management\)](#)
- [ISO/IEC 27017 \(Cloud Security\)](#)
- [ISO/IEC 27018 \(Cloud Privacy\)](#)
- [ISO/IEC 27701 \(Privacy\)](#)
- [SOC 2](#) and [SOC 3](#) reports

Google also participates in sector and country-specific frameworks, such as [FedRAMP](#) (US government), [BSI C5](#) (Germany), [MTCS](#) (Singapore), and many others. We also provide resource documents and mappings for certain frameworks where formal certifications or attestations may not be required or applied.

For a complete listing of our compliance offerings, please visit the [compliance resource center](#).

Data usage

Our philosophy

Google Workspace customers own their customer data, not Google. Customer data that Google Workspace organizations put into our systems is theirs, and we do not scan it for advertisements. We offer our customers a detailed [Data Processing Amendment](#) that describes our commitment to protecting customer data. Furthermore, if customers delete their data, we commit to deleting it from our systems within 180 days. Finally, we provide tools that make it easy for customer administrators to take their data with them if they choose to stop using our services, without penalty or additional cost imposed by Google.

No advertising in Google Workspace

There is no advertising in the Google Workspace Core Services, and we have no plans to change this in the future. Google does not collect, scan or use data in Google Workspace Core Services for advertising purposes. Customer administrators can restrict access to Non-Core Services from the Google Workspace Admin console. Google indexes customer data to provide beneficial services, such as spam filtering, virus detection, spellcheck and the ability to search for emails and files within an individual account.

Limited data use

Google does not use any of your data for any purpose except to provide you with the relevant Google Workspace service. For example, when customers use the Cloud Translation API, Google will not make the content of the text that you send available to the public, or share it with anyone else, except as necessary to provide the Cloud Translation API service.

The same holds true when different Google Workspace services communicate with each other. For instance, the Cloud Translation API may also be used within Google Workspace properties such as Docs, Sheets, and Apps Script. When a Workspace customer makes a translation request in the above Workspace properties, the Workspace property will send the source language, the target language, and the text to be translated to the Translate servers. The Workspace end user's credentials are not included in the information sent. The response from Translate has the translated text, detected language of the source text (if a source language is not supplied), and any error codes when an error takes place².

None of the data sent to Translate is permanently stored by the Translate servers. Some of the data described above, however, may be temporarily used for multiple days to enhance latency and reliability. Furthermore, data submitted, stored, sent or received by customers or their end users in the above-mentioned services is not used to train Google's translation models.

Data access and restrictions

Administrative access

We've designed our systems to limit the number of employees that have access to customer data and to actively monitor the activities of those employees. Google employees are only granted a limited set of default permissions to access company resources. Access to internal support tools is controlled via access control lists (ACLs). Google follows a formal process to grant or revoke employee access to Google resources, and access is automatically removed for departing employees. Access authorization is enforced at all relevant layers of the system. Approvals are managed by workflow tools and logged. An employee's authorization settings are used to control access to all resources, including data and systems for Google Workspace products. Access is monitored by our dedicated security teams as a

² Note that this is only applicable to documents and spreadsheets that are not client-side encrypted. If a document or a spreadsheet is client-side encrypted, then Translate, like any service that requires server-side access to plaintext, will not be available.

check on the effectiveness of our controls. The security teams actively monitor access patterns and investigate unusual events.

Furthermore, as part of Google's long-term commitment to transparency and user trust, we provide [Access Transparency](#)³. This is a feature that enables customers to review logs of actions taken by Google staff when accessing your specific customer data. For services integrated with Access Transparency, Google uses a tool to validate that the business justification presented for access is valid, and log the justification to Access Transparency Logs.

For further information, please refer to the [Trusting you data with Google Workspace whitepaper](#).

Third-party suppliers

Google directly conducts virtually all data processing activities to provide our services. However, Google may engage some [third-party suppliers](#) to provide services related to Google Workspace, including customer and technical support. Prior to onboarding third-party suppliers, Google conducts an assessment of the security and privacy practices of third-party suppliers to ensure they provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the third-party supplier, the supplier is required to enter into appropriate security, confidentiality, and privacy contract terms.

Empowering users and administrators to improve security and compliance

Google builds security into its structure, technology, operations and approach to customer data. Our robust security infrastructure and systems become the default for each and every Google Workspace customer. Beyond these levels, users are actively empowered to enhance and customize their individual security settings to meet their business needs through dashboards and account security wizards.

Google Workspace also offers administrators full control to configure infrastructure, applications, and system integrations in a single dashboard via our Admin Console — regardless of the size of the organization — simplifying administration and configuration. Consider the deployment of DKIM (a phishing prevention feature) in an on-premise email system. Traditionally, administrators would need to patch and configure every server separately, with any misconfiguration causing a service outage. Using our Admin Console, however, DKIM can be configured in minutes across thousands, or hundreds of thousands, of accounts with peace of mind and no outage or maintenance window required.

That's just one example. Administrators have many powerful tools at their disposal, including authentication features like 2-step verification and single sign-on, and email security policies like secure

³ Access Transparency is only available with Google Workspace Enterprise and Google Workspace Enterprise for Education.

transport (TLS) enforcement, which can be configured to meet the security and system integration requirements of any organization.

Access and Authentication

2-step verification and security keys

Customers can strengthen account security by using [2-step verification and security keys](#).⁴ These can help mitigate risks such as the misconfiguration of employee access controls or attackers taking advantage of compromised accounts.⁵ With the Advanced Protection Program for enterprise, we can enforce a curated set of strong account security policies for enrolled users. These include requiring security keys, blocking access to untrusted apps, and enhanced scanning for email threats.

Single sign-on (SAML 2.0)

Google Workspace offers customers a [single sign-on \(SSO\)](#) service that lets users access multiple services using the same sign-in page and authentication credentials. It is based on SAML 2.0, an XML standard that allows secure web domains to exchange user authentication and authorization data. For additional security, SSO accepts public keys and certificates generated with either the RSA or DSA algorithm. Customer organizations can use the SSO service to integrate single sign-on for Google Workspace into their LDAP or other SSO system.

OAuth 2.0 and OpenID Connect

Google Workspace supports [OAuth 2.0](#) and [OpenID Connect](#), an open protocol for authentication and authorization that allows customers to configure one single sign-on service (SSO) for multiple cloud solutions. Users can log on to third-party applications through Google Workspace—and vice versa—without re-entering their credentials or sharing sensitive password information.

Information Rights Management (IRM)

Most organizations also have internal policies which dictate the **handling of sensitive data**. To help Google Workspace administrators maintain control over sensitive data, we offer **information rights management** in Google Drive. Administrators and users can use the access permissions in Google Drive to protect sensitive content by preventing the re-sharing, downloading, printing or copying of the file or changing of the permissions.

Restricted email delivery

By default, users with Gmail accounts at your domain can send mail to and receive mail from any email address. In some cases, administrators may want to restrict the email addresses users can exchange mail with. For example, a school might want to allow its students to exchange mail with the faculty and other students, but not with people outside the school.

⁴ Further information about deploying 2-step verification can be found [on our support page](#).

⁵ See security best practices guidance on our [security checklists page](#).

Using the [restrict delivery setting](#) allows administrators to specify the addresses and domains where users can send or receive email messages. When administrators add a restricted delivery setting, users can only communicate with authorized parties. Users who attempt to send mail to a domain not listed will see a message that specifies the policy prohibiting mail to that address, and confirms that the mail is unsent. Likewise, users receive only authenticated messages from listed domains. Messages sent from unlisted domains—or messages from listed domains that can't be verified using DKIM or SPF records—are returned to the sender with a message about the policy.

App access based on user context

To facilitate easier user access, while at the same time protecting the security of data, Google has developed [context-aware access](#).⁶ This provides granular controls for Google Workspace apps, based on a user's identity and context of the request (such as device security status or IP address). Based on the [BeyondCorp](#) security model developed by Google, users can access web applications and infrastructure resources from virtually any device, anywhere, without utilising remote-access VPN gateways while administrators can establish controls over the device. You can also still set access policies, such as 2-Step Verification, for all members of an organizational unit or group.

Asset Protection

Email spam, phishing and malware protection

Gmail protects your incoming mail against spam, phishing attempts, and malware. Our existing [machine learning models](#) are highly effective at doing this, and in conjunction with our other protections, they help block more than 99.9% of threats from reaching Gmail inboxes. One of our key protections is our malware scanner that processes more than 300 billion attachments each week to block harmful content⁷. 63% percent of the malicious documents we block differ from day to day⁸. In addition, Gmail can scan or run attachments in a virtual environment called [Security Sandbox](#). Attachments identified as threats can be placed in users' Spam folders or quarantined.

We're continuing to improve spam detection accuracy with [early phishing detection](#), a dedicated machine learning model that selectively delays messages (less than 0.05 percent of messages on average) to perform rigorous phishing analysis and further protect user data from compromise.

Our detection models integrate with [Google Safe Browsing](#) machine learning technologies for finding and flagging suspicious URLs. These new models combine a variety of techniques, such as reputation and similarity analysis on URLs, allowing us to generate new URL [click-time warnings](#) for phishing and malware links. As we find new patterns, our models get better with time, and adapt more quickly than manual systems ever could.

⁶ Integrated with Cloud Identity. Using context-aware access capabilities to protect access to Google Workspace apps requires a Cloud Identity Premium or Google Workspace Enterprise license.

⁷ As of February 2020.

⁸ As of February 2020.

Email spoofing prevention

Spammers can sometimes forge the “From” address on an email message so that it appears to come from a reputable organization’s domain. To help prevent this email spoofing, Google participates in the DMARC program, which lets domain owners tell email providers how to handle unauthenticated messages from their domain. Google Workspace customers can implement DMARC by creating a DMARC record within their admin settings and implementing an SPF record and DKIM keys on all outbound mail streams.

Warnings for employees to prevent data loss

When employees are empowered to make the right decisions to protect data, it can improve an enterprise’s security posture. To help with this, Gmail displays unintended external reply warnings to users to help prevent data loss. If you try to respond to someone outside of your company domain, you’ll receive a quick warning to make sure you intended to send that email. And because Gmail has contextual intelligence, it knows if the recipient is an existing contact or someone you interact with regularly, to avoid displaying warnings unnecessarily.

Hosted S/MIME to provide enhanced security

With Google’s hosted S/MIME solution, once an incoming encrypted email with S/MIME is received, it is stored using Google’s encryption. This means that all normal processing of the email can happen, including extensive protections for spam, phishing and malware, as well as admin services (such as vault retention, auditing and email routing rules) and high-value end user features such as mail categorization, advanced search and Smart Reply. For the vast majority of emails, this is the safest solution, giving the benefit of strong authentication and encryption in transit without losing the safety and features of Google’s processing.

Gmail confidential mode

Gmail users can help protect sensitive information from unauthorized access using Gmail confidential mode. Recipients of messages in confidential mode don’t have the option to forward, copy, print, or download messages, including attachments. Users can set a message expiration date, revoke message access at any time, and require an SMS verification code to access messages.

Configuring Google Workspace security settings

Security and alert management

With multiple security and privacy controls in place, organizations **need a centralized location where they can prevent, detect, and remediate threats**. The Google Workspace security center⁹ provides advanced security information and analytics, and added visibility and control into security issues

⁹ Included with Google Workspace Enterprise edition and Google Workspace Enterprise for Education

affecting your domain.¹⁰ It brings together security analytics, actionable insights and best practice recommendations from Google to empower you to protect your organization, data and users.

As an administrator, you can use the security dashboard to see an overview of different [security center reports](#). The [security health page](#) provides visibility into your Admin console settings to help you better understand and manage security risks. Furthermore, you can use the [security investigation tool](#) to identify, triage, and take action on security and privacy issues in your domain. Administrators can automate actions in the investigation tool by creating [activity rules](#) to detect and remediate such issues more quickly and efficiently. For example, you can set up a rule to send email notifications to certain administrators if Drive documents are shared outside the company.

The [alert center for Google Workspace](#) provides all Google Workspace customers with alerts and actionable security insights about activity in your domain to help protect your organization from the latest security threats, including phishing, malware, suspicious account, and suspicious device activity. You can also use the [alert center API](#) to export alerts into your existing ticketing or SIEM platforms.

Video meetings safety

Google Meet takes advantage of the same secure-by-design infrastructure, built-in protection, and global network that Google uses to secure your information and safeguard your privacy. Our array of default-on anti-abuse measures that include anti-hijacking measures for both web meetings and telephony dial-ins, keep your meetings safe.

For users on Chrome, Firefox, Safari and new Edge we don't require or ask for any plugins or software to be installed, Meet works entirely in the [browser](#). This limits the attack surface for Meet and the need to push out frequent security patches on end-user machines. On mobile, we recommend that you install the Google Meet app from Apple App Store or the Google Play Store.

We support multiple 2 Step Verification (2SV) options for Meet that are both secure and convenient - hardware and phone-based security keys, as well as Google prompt. Meet users can enroll their account in Google's Advanced Protection Program (APP). [APP](#) provides our strongest protections available against phishing and account hijacking and is specifically designed for the highest-risk accounts, and we've yet to see people successfully phished if they participate in APP, even if they are repeatedly targeted. For more information, check out [this page](#).

Endpoint management

The protection of information on **mobile and desktop devices** can be a key concern for customers. Google Workspace customers can use [endpoint management](#)¹¹ to help protect corporate data on users' personal devices and on an organization's company-owned devices. By enrolling the devices for

¹⁰ You must be an administrator with a Google Workspace Enterprise, Google Workspace for Education Plus, Drive Enterprise, or Cloud Identity Premium Edition license to access the security center. With Drive Enterprise or Cloud Identity Premium Edition, you receive a subset of security center reports on the security dashboard.

¹¹ Included as standard with Google Workspace.

management, users get secure access to Google Workspace services and organizations can set policies to keep devices and data safe through device encryption and screen lock or password enforcement. Furthermore, if a device is lost or stolen, corporate accounts can be remotely wiped from mobile devices and users can be remotely signed out from desktop devices. IT admins can also **manage and configure Windows 10 devices** through the Admin console, and users can use existing Google Workspace account credentials to login to Windows 10 devices and access apps and services with single sign-on (SSO). Reports enable customers to monitor policy compliance and get information about users and devices. You can obtain further information on endpoint management [here](#).

Reporting analytics

Google Workspace audit logs

Enterprises storing data in the Cloud seek **visibility into data access** and account activity. [Google Workspace audit logs](#) help security teams maintain audit trails in Google Workspace and view detailed information about Admin activity, data access, and system events. Google Workspace admins can use the Admin Console to access these logs and can customize and export logs as required.

Security reports

Google Workspace administrators have access to [security reports](#) that provide vital information on their organization's exposure to data compromise. They can quickly discover which particular users pose security risks by not taking advantage of 2-step verification, installing external apps, or sharing documents indiscriminately. Administrators can also choose to receive alerts when suspicious login activity occurs, indicating a possible security threat.

Insights using BigQuery

Google Workspace admins can export audit logs and other information to [BigQuery](#). With [BigQuery](#), Google's enterprise data warehouse for large-scale data analytics, customers can analyze Google Workspace logs using sophisticated, high-performing custom queries, and leverage third-party tools for deeper analysis.

Data Recovery

Restore a recently deleted user

An administrator can [restore a deleted user](#) account for up to twenty days after the date of deletion. After twenty days, the Admin console permanently deletes the user account, and it can't be restored, even if you contact Google technical support. Please note that only customer administrators can delete accounts.

Restore a user's Drive or Gmail data

An administrator can [restore a user's Drive or Gmail data](#) for up to 25 days after the data is removed from the user's trash, subject to any retention policies set in Vault. After 25 days, the data cannot be

restored, even if you contact technical support. Google will delete all customer-deleted data from its systems as soon as reasonably practicable and within a maximum period of 180 days.

Retention and eDiscovery

An administrator can turn on Google Vault to retain, hold, search, and export data in support of your organization's retention and eDiscovery needs. Vault supports such data as Gmail messages, files in Google Drive, and recordings in Google Meet, among others.

Data Residency

As an administrator, you can choose to store your covered data in a specific geographic location (the United States or Europe) by using a data region policy. Data region policies cover the primary data-at-rest (including backups) for these Google Workspace Core Services. Covered data includes Drive file content, Google Chat messages and attachments, Gmail mail subjects and messages, as well as other Core Services data.

Conclusion

The protection of your data is a primary design consideration for all of Google's infrastructure, products and personnel operations. We believe that Google can offer a level of protection that very few public cloud providers or private enterprise IT teams can match.

Google designed Google Workspace to meet stringent privacy and security standards based on industry best practices. Google has strong contractual commitments regarding data ownership, data use, security, transparency, and accountability. These commitments ensure you maintain control over your data and how it is processed, including the assurance that your data is not used for advertising or any purpose other than to deliver Google Cloud services. In addition, we give you the tools you need to help meet your compliance and reporting requirements.

Furthermore, because protecting data is core to Google Workspace, we can make extensive investments in security, resources and expertise at a scale that others cannot. Our investment frees you to focus on your business and innovation. Google's operations and collaboration with the security research community also enable us to address vulnerabilities quickly or prevent them entirely.

For these reasons and more, over six million organizations across the globe trust Google with their most valuable asset: their information. Google will continue to invest in Google Workspace to allow you to benefit from our services in a secure and transparent manner.

CERTIFIED GOOGLE CLOUD PREMIER PARTNER
CERTIFIED AND AUTHORIZED TO RE-SELL
GOOGLE WORKSPACE



Partner Certificate

Date of Issuance: 01/16/2023

Rhoda Rose R. Bernabe

ePLDT, Inc

5th Floor L.V. Locsin Building,
Makati,
1229,
Philippines

This is to certify that ePLDT, Inc (and its affiliates, if any) is a Google Cloud Partner with the current status as described below and in the Partner Directory for Google Cloud Partner Advantage:

| Partner Level:
Premier Level | | |
|---------------------------------|------------------|--|
| Product | Engagement Model | Partner Advantage Region |
| Chrome | Sell | <ul style="list-style-type: none">• ANZ - Australia & New Zealand,• India,• Other Asia Pacific |
| Google Cloud Platform | Sell | <ul style="list-style-type: none">• Other Asia Pacific |
| Google Maps Platform | Sell | <ul style="list-style-type: none">• ANZ - Australia & New Zealand,• India,• Other Asia Pacific |
| Google Workspace | Sell | <ul style="list-style-type: none">• ANZ - Australia & New Zealand,• India,• Other Asia Pacific |
| Google for Education | Sell | <ul style="list-style-type: none">• Other Asia Pacific |
| Google Cloud | Service | <ul style="list-style-type: none">• Other Asia Pacific |

| Specialization/ Expertise/
Initiative | Specialization/ Expertise/
Initiatives Name |
|--|--|
| Specialization | |
| Initiative | |
| Expertise | <ul style="list-style-type: none"> • Business & Professional Services, • Energy & Utilities, • Financial Services, • Global Public Sector - Education, • Google Cloud Productivity, • Productivity & Collaboration - Work Transformation |

This certificate is valid until¹ 12/30/2023 .

-Google Cloud Partner Advantage

¹ Provided that partner is current with all the mandatory requirements of the program



Partner Certificate

Date of Issuance: 03/23/2023

Jett Lim

ePLDT, Inc

5th Floor L.V. Locsin Building,
Makati,
1229,
Philippines

Tender / Project: INVITATION TO BID FOR THE PROCUREMENT OF RENEWAL OF EMAIL SUBSCRIPTION

This is to certify that ePLDT, Inc (and its affiliates, if any) is a Google Cloud Partner with the current status as described below and in the Partner Directory for Google Cloud Partner Advantage:

| Partner Level:
Premier Level | | |
|---------------------------------|------------------|--|
| Product | Engagement Model | Partner Advantage Region |
| Chrome | Sell | <ul style="list-style-type: none">• ANZ - Australia & New Zealand,• India,• Other Asia Pacific |

| | | |
|------------------------------------|---------|--|
| Google Cloud Platform | Sell | • Other Asia Pacific |
| Google Maps Platform | Sell | • ANZ - Australia & New Zealand,
• India,
• Other Asia Pacific |
| Google Workspace | Sell | • ANZ - Australia & New Zealand,
• India,
• Other Asia Pacific |
| Google for Education | Sell | • Other Asia Pacific |
| Professional Services Organization | Sell | • Other Asia Pacific |
| Google Cloud | Service | • Other Asia Pacific |

| Specialization/ Expertise/ Initiative | Specialization/ Expertise/ Initiatives Name |
|---------------------------------------|--|
| Specialization | |
| Initiative | |
| Expertise | <ul style="list-style-type: none"> • Business & Professional Services, • Energy & Utilities, • Financial Services, • Global Public Sector - Education, • Google Cloud Productivity, • Productivity & Collaboration - Work Transformation |

This certificate is valid until¹ 12/30/2023 .

Very truly yours,



¹ Provided that partner is current with all the mandatory requirements of the program

Kim Lasseter
Global Director, Partner Advantage Program



CERTIFIED PROFESSIONAL COLLABORATION ENGINEER /
PROFESSIONAL GOOGLE WORKSPACE ADMINISTRATOR
THAT ARE REGULAR EMPLOYEES

ALVIN M. AGATO

Block 2, Lot 8, Don Fernando Home, Niugan, Malabon City
09992264757
alvinagato14@gmail.com



Working Experience and Job Description

ePLDT Inc.

Functional Consultant
Makati City
July - 2021 - Present

- Technical Lead for the Google Workspace project
- Project Manager for Google and Salesforce projects
- Managing Google renewal, additional on existing

IP Converge Data Services Inc.

Functional Consultant
Makati City
October 17, 2017 - June 30, 2021

- Technical Lead for the Google Workspace project
- Project Manager for Google and Salesforce projects
- Managing Google renewal, additional on existing

Solutions Experts and Enablers Inc.

Email Administrator, Technical Support
80-82 Ramcar Center, Roces Avenue, Diliman, Quezon City
October 10, 2014 - August 2017

- Super administrator of G Suite admin console of internal and external client
- G Suite technical support (gmail, drive, docs, admin console, sites, forms)
- Deployment of G Suite, Zendesk and other G Suite services
- Managed account of users
- Creation of Google Sites
- POP/IMAP for mail client configuration Outlook, Thunderbird
- Weekly, Monthly and Quarterly reporting
- Email licenses management
- Zendesk ticketing system Administrator
- Zendesk trainer
- Managed onsite support

Personal Data

Age: 33
Birthday: May 14, 1989
Birthplace: Malabon City
Citizenship: Filipino
Religion: Catholic
Height: 5'10
Weight: 180 lbs.

Technical Proficiencies

- Google Workspace
- Google Workspace deployment
- Zendesk deployment
- Computer assembling and maintenance
- Troubleshooting hardware and software problems.
- Installation of hardware tools like servers, printers, networking and telecommunications devices

- Installation and configuration of router, switch
- Operating system platforms: Windows XP, 7, 8, 10, Server 2008, Server 2012 and Mac OS
- Zendesk administration



Educational Background

Tertiary

City of Malabon University
Bachelor of Science in Information Technology
2005- October 2009

Trainings Attended

Google Apps: Advanced Deployment (Apps 300)

Aim Conference Center, Benavidez Corner, Trasierra Street, Legazpi Village, Makati City
March 16 - 18, 2015

Google Apps Certified Administrator

Ramtech Building, Marathon Street, Diliman, Quezon City
May 19, 2015

Computer Hardware Servicing NC II

Xavier Technical Training Center, 524-E Epifanio Delos Santos Avenue, Caloocan City
January 29, 2012 – May 13, 2012

Effective Project Management Program

Learning Management, One Food Group Management Services Inc.
Ramtech Building, Marathon Street, Diliman, Quezon City
March 14 - 16, 2017

Systematic Managerial Analysis

Learning Management, One Food Group Management Services Inc.
80-82 Ramcar Center, Roces Avenue, Diliman, Quezon City
March 16-18, 2016

Effective Presentation Skills

Learning Management, One Food Group Management Services Inc.
Ramtech Building, Marathon Street, Diliman, Quezon City
October 21-22, 2015



This acknowledges that

Alvin Agato

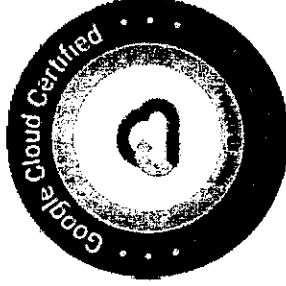
has successfully completed all the requirements to be recognized as a

GOOGLE CLOUD CERTIFIED

PROFESSIONAL COLLABORATION ENGINEER

Series ID: 551
Issue Date: 9 Jan 2020
Expiration Date: 9 Jan 2024
Certification ID: 05CH99
Certified As: Alvin Agato

Thomas Kurian
CEO, Google Cloud



MARLO MALOBO

#1441-C Craig Street, Sampaloc Manila
09209665486
mdmalobo@epldt.com

Working Experience and Job Description

ePLDT Inc.

Technical Consultant

Makati City

July - 2021 - Present

- Technical Consultant Lead for Google
- Developing solutions and organizing, planning, creating, & delivering compelling proof of concept demonstration.
- Ensuring solutions stated in the Statement of Work are best practices and in line with client requirements.
- Managing the sales bid process by responding to RFI's and RFP's.
- Working closely with Sales and ESS to ensure successful closure of the sales process.

Solutions Experts and Enablers Inc.

Lead Google Deployment Manager, Technical Architect III

80-82 Ramcar Center, Roces Avenue, Diliman, Quezon City

October 10, 2010 - September 2016

- Deployment manager of Google Apps, Google Apps for Work, Google for Education, and G Suite.
- Conduct Deployment Strategy Workshop for the Pre Sales Stages
- Conduct Deployment Planning Workshop for the Deployment Stages
- Provide Technical design and Technical documentation for customer Email architecture
- Provide Administration and End user training for customer
- Provide custom development for Business Transformation project

IP Converge Data Services Inc.

Cloud SaaS Pre Sales Lead

Makati City

October 2016 - June 30, 2021

- Proactively scopes the technical solution required to address customer requirements, assesses customers met and unmet needs, and recommends solutions that optimize value for both the customer and the firm.
- Secures input from all necessary solution stakeholders within the customer firm. Adapts solutions, as necessary, to ensure appropriate support.
- Coordinates closely with internal sales, sales support, and service resources to align solution design with customers' business requirements.
- Secures from customer technical staff commitments needed to ensure a deal's "technical close."
- Provides coaching and professional development to team member sales associates in order to enhance their product knowledge, technical acumen, and technical sales skills.
- Opportunistically pursues additional business development opportunities within customer firms. Collaborates with sales to ensure these opportunities are effectively covered and advanced.
- Monitors customer support for technical solutions proposed throughout the sales process, and alerts the sales and account teams to potential risks of deal closure.

Project Conducted

Google Apps for Work
Globe Telecom
Deployment Manager
2013 - 2014
17,000 licenses

Google Apps for Work
Aboitiz Group of Companies
Deployment Manager
2012 - 2013
7,000 licenses

G Suite Deployment
First Philippine Holding Corporation
Deployment Manager
2014 - 2015
5,000 licenses

Technical Proficiencies

- Google Workspace Deployment
- Google apps script development
- Google API Integration
- Chrome devices deployment
- Maps development
- Google Maps API Integration

Trainings and Certification Attended

- **Google Apps: Advanced Deployment (Apps 100) - 2012**
Singapore
- **Google Apps: Advanced Deployment (Apps 300) - 2013**
Thailand
- **Google Apps: Advanced Deployment (Apps 400) - 2014**
Thailand
- **Google Apps Certified Administrator**
2014 to Present
- **Google Apps Certified Deployment**
2015 - 2016
- **Certified Professional Collaboration Engineer**
2019 to Present
- **Certified Google Educator Level 1**
2022 to Present



This acknowledges that

Marlo Malobo

has successfully completed all the requirements to be recognized as a

GOOGLE CLOUD CERTIFIED

PROFESSIONAL COLLABORATION ENGINEER

Series ID: 21441
Issue Date: 19 Dec 2021
Expiration Date: 19 Dec 2023
Certification ID: STFC
Certified As: Marlo Malobo

Thomas Kurian



Rommelrads C. Robillos

#Avida Towers Cloverleaf Balingasa Quezon City

ronnelrads@gmail.com

+63 9065780288

Career Objective:

To obtain a position in this company that will allow me to utilize my skills in ICT, project management and carry out the best of my abilities in this job.

Summary of Qualification:

Solution-driven engineer providing technical support to improve operational efficiencies and performance. Unique analytical problem-solving ability. Solid knowledge of computer and network architecture, Microsoft Operating System, Google Workspace, Salesforce solutions etc., excellent team member and conflict resolution with IT project management skills.

Work Experiences:

Solution Architect (Google and Salesforce)

(January 2021 – present)

ePLDT Inc. –Makati Ave Makati

Solution Consultant(SaaS)

(October 2017 – January 2021)

IP Converge Data Services Inc – RCBC Makati

- Support the sales team for engaging the prospect to understand the areas of problem, define scope in line to the tactical & strategic needs.
- Leading requirement gathering workshops and evaluating the most appropriate and effective technical solutions
- provides consultative role for Google Workspace, Salesforce CRM and HRIS applications customers.

Cloud Solution Specialist -Project and Visio for Office365

(August 2016- present)

Microsoft Philippines- 6750 Tower Ayala Avenue Makati City

- Own and drive new revenue growth for Microsoft Project and Portfolio Management solution within assigned accounts by setting and achieving monthly sales forecasts.
- provides solution demo and presentation
- providing customers with insights and solutions leveraging the Microsoft PPM Solution
- vendor and partner management

Verizon APAC Pre-Sales Engineer

(May 2012-August 2016)

Accenture – Global One Bldg. Eastwood City, Libis, Quezon City

- Designs CPE configuration and Bill of Materials (cisco etc)
- Develops and provides customer premises equipment (CPE) quotations

- Vendor and distributor engagement
- Contacts and negotiates vendors across APAC region
- Creates and develops circuit design
- Assist and participates developing RFP and Professional Services
- Work directly with the account team to provide the best sales strategy.
- Order management background
- solid knowledge on quoting tools (Seibel, Salesforce, Dynamics 365, Cisco build and price, CCW, CSCC)

ADSL / Homephone Helpdesk Engineer

(November 2010-May 2012)

TPG Telco, Orchid Cybertech Services Inc.- 21st F Robinsons Equitable Tower Ortigas Center, Pasig City

- provides solutions to ADSL internet problems
- configurations of modem/routers/computers
- performs Line testing for both DSL and PSTN connections.

Technology Sales Intern

(June-October 2010)

IBM Philippines, Inc. -IBM Plaza Bldg. Eastwood City Libis, Quezon

Educational Background:

BS Computer Engineering

Institute of Creative Computer Technology Foundation (2007-2010)

Saint Louis University, Baguio City (2005-2007)

Certifications:

Google Cloud Certified Workspace Administrator

Salesforce Admin Certified

Salesforce Certified Service Cloud Consultant

Cisco Networking Academy Module (Cisco Courses 1-4)

Cisco Certified Network Associate(CCNA)

ITILv3

Personal Details:

33 yrs. old, Married

Date of Birth: February 11, 1989



This acknowledges that

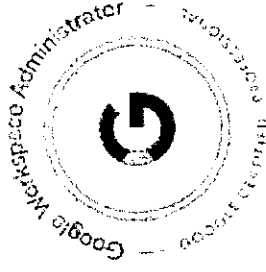
Rommelrads Robillos

has successfully completed all the requirements to be recognized as

Google Cloud Certified Professional Google Workspace Administrator

Series ID: 2643
Issue Date: 16 Sep 2022
Expiration Date: 16 Sep 2024
Certification ID: 6kSicT
Certified As: Rommelrads Robillos

Thomas Kurian
CEO, Google Cloud



Marie Antoinette Samonte



4 years experience of supporting the Sales team as a Solutions Engineer.
4 years in Service Delivery as a Technical Consultant . 13 years experience working as a Systems Administrator for systems running on Linux.

EXPERIENCE

ePLDT, Inc. Philippines *Enterprise Architect for Business Applications and Enterprise Integration*

July 1, 2021 - Present

Responsible for creating Reference Architecture (Design Artifacts) as well as conceptualization of Products and Services for the Sales team. Facilitate discovery workshop that eventually leads to Digital Transformation Roadmap proposals to customers and Opportunity Governance for complex requirements.

IP Converge Data Services, Inc. Philippines *Head of Presales*

November 2016 - June 2021

As a Presales manager, I work closely across various verticals such as product development, sales and marketing, and customer relations. I provide guidance for my team to follow best practices on providing discovery, solutions design and proposal creation for our customers. I also manage the team's training and development.

KFC Philippines, Philippines **Solutions Experts and Enablers Inc.** *Technical Consultant, Senior Technical Architect, Systems Administrator*

December 2009 - November 2016

Technical Consultant for Google Apps Deployment -Provide email migration services from their legacy system such as Postfix, Qmail and MS Exchange to Google Workspace, (formerly known as G Suite) Conducts end-user and admin training.

Senior Technical Architect and Systems Administrator

Project roll-outs, migration of mail Server from on-premise to Google Workspace, migration of on-premise services like DNS Server, Proxy Squid, OpenVPN Gateway, Apache Web Server, MySQL Database, Intranet Portal to Amazon Web Services. Configure Nagios and OracleVM. Creation of Bash Scripts to Automate Tasks, Maintenance of VOIP Asterisk Server (Dial-plan, IVR)

Details:

M: +639498808236

Email: mvsamonte@epldt.com

Office Address: 5F L.V. Locsin Bldg.
6752 Makati Ave., Legaspi Village,
Makati. Metro Manila, Philippines
Zip Code: 1228

Technical Summary:

- CentOS
- MySQL
- Apache, Apache Tomcat, OpenVPN, Squid, Bind DNS
- SSH, Telnet, FTP
- BASH Script, HTML
- Microsoft Word, Excel, Powerpoint and Visio
- Amazon Web Services such as EC2 and Google Cloud Compute Engines.
- Product Presentation

Certification

License Electronics and Communications Engineer Batch: (November 1998)

Salesforce Certified Administrator (2020)

Google Cloud Certified - Professional Google Workspace Administrator (July 2022)

**American International Marketing Solutions, Inc.,
Philippines**

Senior Systems Administrator

May 2005 - December 2009

Setup and maintain VOIP Asterisk Server Dial-plan, IVR, SIP Trunks and Quintum VOIP Gateways. Data and server application migration. Database Cleanup, Maintenance of Windows and Linux Machines VMware Administration Supervision of Technical Support Team assisting Call Center Agents. Cisco 2900 configuration as Internet Gateway using NAT.

**Edsamil Philippines, Inc.
Philippines**

Network Specialist

April 2002 - May 2005

Setup, installation and maintenance of Linux Servers, Mail Servers, DNS and Apache Servers, Proxy Squid, MySQL, Redesigned Internal Network using iBGP. Worked as a Cisco Administrator. Setup Open-Source Ticketing System for Technical Support Team (WebRT).

**Interdotnet Philippines
Philippines**

Corporate Support Engineer

June 2000 - April 2002

Setup, installation Linux Servers with Proxy Squid, Apache, BIND DNS for Corporate Customers. Internal Projects includes Setting up of Open-Source Ticketing System for Technical Support Team (WebRT).

Education

University: Central Colleges of the Philippines, Quezon City
Degree: BS Electronics and Communications Engineer
Year: 1993 - 1998

University: Polytechnic University of the Philippines
Diploma Course: Post Baccalaureate Diploma in Information Technology
Year: 2011 - 2012

Awards and Volunteer Experience

MVP Geek Olympics, 2018 -
Team Chronos - 2nd runner-up

Salesforce Philippines Community Group - Core Member (2018 - 2020)

Salesforce Philippines Community Group - Women In Tech - Core Leader (2019 - 2020)

Language Spoken:

- English
- Filipino



This acknowledges that

Marie Antoinette Samonte

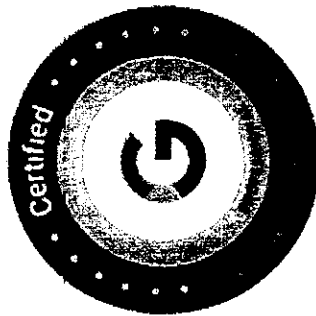
has successfully completed all the requirements to be recognized as a

GOOGLE CLOUD CERTIFIED

PROFESSIONAL GOOGLE WORKSPACE ADMINISTRATOR

Series ID: 2499
Issue Date: 5 Jul 2022
Expiration Date: 5 Jul 2024
Certification ID: TW000G
Certified As: Marie Antoinette Samonte

Thomas Kurian
CEO, Google Cloud



Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; |

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

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| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

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| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>The terms of payment shall be as follows:</p> <p>The payment shall be made within thirty (30) working days upon full implementation of the system and receipt of the invoice with complete requirements through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p> |
| 4 | <p>The inspections and tests that will be conducted are: <i>inspection of goods upon deliver as specified in the Terms of Reference.</i></p> |