

SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) SET TIME AND ATTENDANCE(BIOMETRIC) MACHINE

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this _____ day of _____ 2013, by and between:

INFOBAHN. COMMUNICATIONS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with offices at 2nd Floor, DRB (Fil-American) Building, Aurora Boulevard, Cubao, Quezon City and herein represented by its President, **JOEL JOHN I. BAUTISTA**, hereinafter referred to as the "SUPPLIER"

- and -

FIBER INDUSTRY DEVELOPMENT AUTHORITY, a government agency duly organized and existing under the laws of the Republic of the Philippines, with offices at 7/F Sunnymade IT Center 1614 Quezon Avenue, Quezon City, herein represented by its Administrator, **CECILIA GLORIA J. SORIANO, CESO III**, hereinafter referred to as the "CLIENT";

SUPPLIER AND CLIENT agree to the following terms and conditions:

A. SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) SET TIME AND ATTENDANCE (BIOMETRIC) MACHINE

1. The SUPPLIER will provide Time and Attendance (Biometric) Machine with the following technical specifications:

- includes ALMS+Payroll+2 sets of iclock 660 (with EM and Door Access Control) Software
- Leave Management
- Time and Attendance System
- Payroll System

iClock660 Specs: 1,500users, standalone and network, 30,000 logs, access control with back-up battery, dual communication: USB and TCPIP

- 1 set branded PC with at least core i3 processor, 2.7GHz (ACER Brand)
- 600VA UPS

Note: With 1 time training for 6 pax and with 1 year warranty EM 125KHz thin type cards (free 120 units)

2. The SUPPLIER will provide maintenance and technical support should there arise technical problems in the equipment.

B. COMPENSATION

1. In consideration of the performance of the services by the SUPPLIER, the CLIENT shall, during the continuance of this Agreement, compensate the SUPPLIER a total amount of **Two Hundred Eighty Thousand Six Hundred Sixty Eight Pesos only (PhP280,668.00)** inclusive of value-added-tax (VAT).

2. The CLIENT agrees to pay the SUPPLIER the amount of **Two Hundred Eighty Thousand Six Hundred Sixty Eight Pesos only (PhP280,668.00)** within thirty (30) days from the receipt of invoice

C. EFFECTIVITY AND DURATION

1. This contract shall be for a period of sixty (60) days. The project shall commence upon signing this contract and/or receipt of Purchased Order. In case of failure to make the full delivery within the time specified, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.

D. LIMITATION OF LIABILITIES AND OTHER CIRCUMSTANCES

1. In the event, the SUPPLIER's performance on any part of this agreement is prevented, delayed and/or otherwise made impossible to execute and/or implement by reasons of flood, riot, fire, explosion, war and/or other causes beyond the control of the SUPPLIER, the SUPPLIER and/or its personnel shall not be held liable for any damage or damages as a result of the delay or prevention in the performance of their functions and/or responsibilities.
2. The SUPPLIER shall use reasonable effort to notify the CLIENT of the situation and/or circumstances.
3. The SUPPLIER may notify the CLIENT either by written or oral communication during normal business hours.
4. The SUPPLIER or its duly authorized Engineers and/or personnel shall not be responsible for any malfunction and/or damage caused upon by the CLIENT's unauthorized repairs, maintenance and/or adjustments without written consent from the SUPPLIER or its duly authorized representatives.
5. The SUPPLIER assumes full responsibility for any damages arising from its own fault or from acts of negligence of its Engineers and/or its duly authorized personnel.

E. COURT VENUE

1. Any claims arising out of this Supply and Delivery of one (1) set Time and Attendance Biometric Machine Agreement shall be resolved through arbitration in accordance with the Arbitration laws of the Republic of the Philippines and both parties mutually agrees that in the event of arbitration arising from this agreement, venues shall be a competent court in the City of Quezon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Quezon City, Philippines on this _____, 2013.

APR 10 2013


JOEL JOHN I. BAUTISTA
 President, Infobahn Communications, Inc.


CECILIA GLORIA A. SORIANO, CESO III
 Administrator, FIDA

ID No _____
 Issued at: _____
 Date Issued: _____

ID No. 001
 Issued at: FIDA
 Date Issued: _____

Signed in the Presence of:


AIRENE C. CARLOS
 Account Manager


HONESTOC TABUZO, JR.
 Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines) S.S

BEFORE ME, this APR 10 2013 Day of _____ 2013 personally appeared:

MS. CECILIA GLORIA J. SORIANO with ID No. 001 issued in FIDA on _____ and MR. JOEL JOHN I. BAUTISTA with ID No. PASSPORT # E60883293 issued in MANILA on 9-4-10, I known to me and known to the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed of the offices they represent.

I further certify that the foregoing Supply and Delivery of one (1) set Time and Attendance Biometric Machine Agreement consist three (3) pages including this page on which this acknowledgment is written and the parties hereto and their witness have affixed their signatures on the space provided and on the margin of each and every page hereof

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

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Book No. XXI
Series of 2013

ATTY. GODOFREDO T. LIBAN II
Notary Public
UNTIL DECEMBER 31, 2014
PTR No. 7580681 JAN. 2, 2013 Q.C.
IBP No. 834332 DEC. 17, 2012 Q.C.
ROLL NO. 295257 MAY 14, 1979
MCLE COMPLIANCE-III-0007371

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