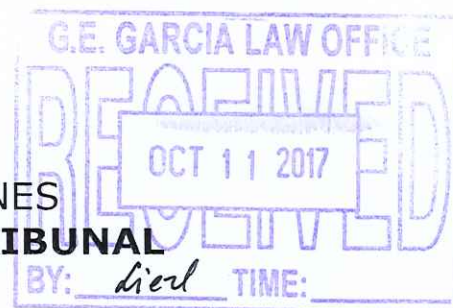


REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL ELECTORAL TRIBUNAL
Manila



**FERDINAND "BONGBONG" R.
MARCOS,**

Protestant,

-versus -

PET Case No. 005

For: Election Protest
Vice-President

**MARIA LEONOR "LENI DAANG
MATUWID" G. ROBREDO,**

Protestee.

X- - - - - X

COMPLIANCE

The **COMMISSION ON ELECTIONS**, through the **OFFICE OF THE SOLICITOR GENERAL**, personally furnishes Protestee with a copy of the COMELEC *Manifestation/Compliance* dated 25 May 2017 with the annexes attached thereto, in compliance with this Honorable Tribunal's *Resolution* dated 19 September 2017 directing it to do so within five (5) days from notice of Resolution on 2 October 2017, or until 7 October 2017.

RESPECTFULLY SUBMITTED.

Makati City for the City of Manila, 4 October 2017.

JOSE C. CALIDA

Solicitor General

Roll No. 24852

IBP Lifetime No. 015360, 08/18/16

MCLE Exemption No. VI-000016, 09/28/16


HENRY S. ANGELES

Assistant Solicitor General

Roll No. 45837

IBP Lifetime No. 016075, 4/21/17

MCLE Compliance No. V-0026001, 10/14/16



JOSE ANGELO A. DAVID

Associate Solicitor

Roll No. 64181

IBP No. 1033274, 04/17/17

MCLE Compliance No. V-0016027, 03/15/16

OFFICE OF THE SOLICITOR GENERAL

134 Amorsolo St., Legaspi Village

1229 Makati City

Tel. No.: 9881674 (Trunkline)

Fax No.: 8176037

Copy furnished:

ATTY. ROMULO B. MACALINTAL

(PERSONAL)

Lead Counsel for Protestee

Sardillo Sardillo Salom Law Office

Unit 802 Taipan Place

F. Ortigas Avenue

Ortigas Center, Pasig City 1605

ATTY. GEORGE ERWIN M. GARCIA

(REG. MAIL)

ATTY. JOAN M. PADILLA

Counsel for Protestant

G.E. Garcia Law Office

Ground Floor Laiko Bldg.

372 Cabildo Street

Intramuros, 1002 Manila

EXPLANATION FOR SERVICE BY REGISTERED MAIL

In compliance with Section 11, Rule 13 of the Rules of Court, counsel respectfully manifests that the foregoing **COMPLIANCE** will be served by registered mail to the counsel for the Protestant because of the limited number of office messengers which makes personal service thereof impracticable.



JOSE ANGELO A. DAVID

Associate Solicitor

REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL ELECTORAL TRIBUNAL
Manila

**FERDINAND "BONGBONG" R.
MARCOS,**

Protestant,

-versus -

PET Case No. 005
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Vice-President

**MARIA LEONOR "LENI DAANG
MATUWID" G. ROBREDO,**

Protestee.

X- - - - - X

MANIFESTATION/COMPLIANCE

The **COMMISSION ON ELECTIONS**, through the **OFFICE OF THE SOLICITOR GENERAL**, and in compliance with this Honorable Tribunal's Resolution dated 18 April 2017 and Resolution dated 25 April 2017, respectfully states:

A. Resolution dated 18 April 2017

1. On 18 April 2017, this Honorable Tribunal issued a *Resolution* directing the COMELEC to clarify certain matters relating to the suspension of the stripping activities on the Consolidation and Canvassing System (CCS). These matters are as follows:

- a. Why do the certificates in the USB tokens expire?
- b. How much is being spent by the COMELEC on the rent of the warehouse in Sta. Rosa, Laguna which is still being used for purposes of the closure activities?
- c. Aside from the change in the date, will the other data contained in the CCS laptops be affected?
- d. Considering that the CCS laptops will not be turned over to Smartmatic but will be used by the COMELEC, what is the timetable for such intended use?

2. Upon coordination with the COMELEC, the COMELEC Information and Technology Department ("ITD") issued a *Memorandum* dated 15 May 2017¹ which addresses matters (a), (c) and (d) of the Resolution dated 18 April 2017. The relevant portions of the Memorandum are reproduced herein for the reference of this Honorable Tribunal:

- (a) Why do the certificates in the USB tokens expire?

"Fixed short-term validity of the Digital Certificates is one of the security features of our Automated Election System. Limiting the validity period of a digital certificate is [a] recognized industry best practice. It bears to mention that all Digital Certificates used for the 2010 and 2013 National and Local Elections had an expiry period."

- (b) Aside from the change in the date, will the other data contained in the CCS laptops be affected?

"No, changing the system date of a CCS Laptop will not affect any Election Data contained therein."

- (c) Considering that the CCS laptops will not be turned over to Smartmatic but will be used by the COMELEC, what is the timetable for such intended use?

"The CCS Laptops were supposed to be repurposed as Voter Registration Machines and thereafter be distributed to the Commission's field offices in time for the resumption of their continuing voter registration. These repurposed CCS Laptops would have been a great boon to the efforts of the Commission towards inclusiveness, especially for the conduct of satellite voter registration.

Unfortunately, the cut-off for voter registration in connection with the 2017 Barangay and SK

¹ A copy of the Memorandum dated 15 May 2017 is attached hereto as Annex "A" and made an integral part hereof.

Elections passed with the CCS Laptops languishing in storage. Hopefully, the CCS Laptops can be prepared for the resumption of the continuing voter registration sometime December 2017 in relation to the 2019 National and Local Elections."

3. These matters were raised by Protestee in view of the failure to back-up the contents of the CCS Laptops due to the expiration of the digital certificates in the USB tokens which are used to access these laptops. To date, the COMELEC cannot back up significant reports and data contained in the CCS Laptops since the digital certificates of the CCS expired in December 2016.

4. On matter (b) regarding the cost of rent for the lease of the warehouse in Sta. Rosa, Laguna, the *Contract for the Provision of Warehousing Facility and Equipment through Lease, and Allied Services*² ("Contract of Lease") entered into between the COMELEC and lessor JAM Liner, Inc. provides for a total monthly rent of **PhP 2,737,200.00** for the lease of the covered area and open area while the rent for the lease of equipment amounts to **PhP 2,149,600**. Aside from these costs under the Contract of Lease, the COMELEC likewise incurs **PhP 461,164.00** every month for personnel compensation,³ and a combined estimate of **PhP 261,280.00** for consumption of electricity, drinking water and gasoline expenses.

5. The total costs at the warehouse, therefore, amount to **PhP 5,609,244.00** per month.

B. Resolution dated 25 April 2017

6. On 25 April 2017, the Honorable Tribunal issued a *Resolution* directing the COMELEC:

- (a) to comply with the Honorable Tribunal's *Resolution* dated 8 November 2016 on the itemized cost it may

² A copy of the Contract of Lease is attached hereto as Annex "B" and made an integral part hereof.

³ Twenty-five (25) Administrative Job Order Casuals are paid a monthly rate of PhP 9,981.00 each; Nineteen (19) Security Job Order Casuals are paid a monthly rate of PhP 9,981.00 each; Two (2) Forklift Operators are paid a monthly rate of PhP 11,000.00.

be required to pay under the Automated Election System (AES) Contracts, and

- (b) to inform the Honorable Tribunal whether Smartmatic-TIM, Inc. (Smartmatic) has made any communication to the COMELEC in enforcing Article 6.9 of the AES Contracts.

7. As to matter (a), the COMELEC had earlier filed a *Compliance* dated 1 December 2016 informing this Honorable Tribunal that the COMELEC may be required to pay a total of **PhP 2,078,304,225.76** on account of the instant election protest.⁴

8. As to matter (b), the COMELEC wrote a *Letter* dated 28 November 2016⁵ addressed to Smartmatic turning over 97,366 leased units of OMR machines and the EMS in order to prevent the application of the option to purchase clause under Section 6.9 the AES Contracts, which option to purchase was scheduled to take effect on 1 December 2016.

9. On 2 December 2016, the COMELEC received Smartmatic's *Letter* dated 1 December 2016⁶ advising the COMELEC of the commencement of the stripping activities on the OMR machines and EMS in view of the turn-over of these leased equipment.

10. On even date, the COMELEC responded⁷ to Smartmatic's letter and cautioned it against conducting stripping activities on the OMR machines and the EMS considering the then standing *Resolution* dated 8 November 2016 issued by this Honorable Tribunal requiring notice to it prior to the conduct of any stripping activity on the leased equipment.

⁴ A copy of said Compliance stamp-received by this Honorable Tribunal is attached hereto as Annex "C" and made an integral part hereof.

⁵ A copy of the COMELEC Letter dated 28 November 2016 is attached hereto as Annex "D" and made an integral part hereof.

⁶ A copy of the Smartmatic Letter dated 1 December 2016 is attached hereto as Annex "E" and made an integral part hereof.

⁷ A copy of the COMELEC Letter dated 2 December 2016 is attached hereto as Annex "F" and made an integral part hereof.

11. In response, Smartmatic, through counsel, wrote a *Letter* dated 5 December 2016 noting that Section 6.9 of the AES Contracts "requires that the actual physical possession of the 97,366 OMR machines must be turned over by the COMELEC" before 1 December 2016.⁸ Smartmatic said that the COMELEC's turn-over of the leased equipment via *Letter* dated 28 November 2016 was a mere "turnover on paper," and was "not the equivalent of the return or turnover of the actual physical possession of the 97,366 OMR Machines which should have been made by the COMELEC on or before 1 December 2016."⁹ Smartmatic emphasized that there was "no return or turnover whatsoever of the actual physical possession of the 97,366 OMR machines from the COMELEC."¹⁰ Smartmatic, through said *Letter*, in effect enforces Section 6.9 of the AES Contracts against the COMELEC.

PRAYER

WHEREFORE, it is respectfully prayed that the Honorable Tribunal **NOTE** the manifestations made herein by the COMELEC, and **CONSIDER** the foregoing submissions as compliance with this Honorable Tribunal's *Resolution* dated 18 April 2017 and *Resolution* dated 25 April 2017.

The COMELEC likewise prays for such further or other reliefs as may be deemed just or equitable.

Makati City for the City of Manila, 25 May 2017.

JOSE C. CALIDA
Solicitor General
Roll No. 24852

IBP Lifetime No. 015360, 08/18/16
MCLE Exemption No. VI-000016, 09/28/16

⁸ A copy of the Smartmatic *Letter* dated 5 December 2016 is attached hereto as Annex "G" and made an integral part hereof, p. 1.

⁹ *Ibid.*, p. 2.

¹⁰ *Ibid.*

MANIFESTATION/COMPLIANCE

MARCOS v. ROBREDO

PET Case No. 005

X-----X


HENRY S. ANGELES

Assistant Solicitor General

Roll No. 45837

IBP Lifetime No. 016075, 4/21/17

MCLE Compliance No. V-0026001, 10/14/16


GERMAINE L. CHUA

State Solicitor

Roll No. 59797

IBP Lifetime No. 014616, 04/1/16

MCLE Compliance No. V-0011787, 11/10/15


JOSE ANGELO A. DAVID

Associate Solicitor

Roll No. 64181

IBP No. 1033274, 04/17/17

MCLE Compliance No. V-0016027, 03/15/16

OFFICE OF THE SOLICITOR GENERAL

134 Amorsolo St., Legaspi Village

1229 Makati City

Tel. No.: 9881674 (Trunkline)

Fax No.: 8176037

Copy furnished:

ATTY. GEORGE ERWIN M. GARCIA

ATTY. JOAN M PADILLA

Counsel for Protestant

G.E. Garcia Law Office

Ground Floor Laiko Bldg.

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Intramuros, 1002 Manila

ATTY. ROMULO B. MACALINTAL

Lead Counsel for Protestee

23 Cagayan Valley Street

Philamlife Village, Las Piñas City

SARDILLO SARDILLO SALOM LAW OFFICE

Collaborating Counsel for Protestee

Unit 802, Taipan Place, F. Ortigas Avenue,
Ortigas Center, Pasig City

COMMISSION ON ELECTIONS

HON. ANDRES D. BAUTISTA

HON. CHRISTIAN ROBERT S. LIM

Intramuros, 1002 Manila

EXPLANATION

In compliance with Section 11, Rule 13 of the Rules of Court, counsel respectfully manifests that the foregoing **MANIFESTATION/COMPLIANCE** will be filed and served by registered mail because of distance constraints, as well as the limited number of office messengers, which make personal filing and service thereof impracticable.


JOSE ANGELO A. DAVID
Associate Solicitor

VERIFIED DECLARATION

I, **JOSE ANGELO A. DAVID**, hereby declare that the documents hereto submitted electronically in accordance with the Efficient Use of Paper Rule are complete and true copies of the documents filed with the Supreme Court.



JOSE ANGELO A. DAVID

31 May 2017

SUBSCRIBED and SWORN TO before me on this 31st day of May 2017, affiant exhibiting his OSG Employee ID No. 2016-01003.



GERMAINE L. CHUA
State Solicitor

REPUBLIC OF THE PHILIPPINES

AFFIDAVIT OF SERVICE

(Revised as of April 1992)

XYLAN UJI S. SYCAICO

CRIS # CM 0000473028

I, _____ OFFICE OF THE SOLICITOR GENERAL,
with Office address at 134 Amorsolo St., Legaspi Village Makati City, after being sworn to depose and say:

That on 05/31/2017, I caused to be served a copy of the following pleading/paper:

NATURE OF THE PLEADING

Manifestation/Compliance

In case No. P.E.T. CASE NO. 005, entitled FERDINAND BONGBONG R. MARCOS, JR.,
vs. MARIA LEONOR LENI DAANG MATUWID G. ROBREDO

pursuant to Section 3,4,5 and 10, Rule 13 of the Rules of Court, as follows:

By Personal Service To:

() By depositing a copy to the party or his/her attorney
on _____ as shown on p _____.

() By leaving a copy in his/her clerk or with a person
having charge thereof on _____ as shown on p _____.

() By delivering a copy to the Court/Tribunal Office on
_____ as shown on p _____.

By Registered Mail To:

SARDILLO SARDILLO SALOM LAW OFFICE
U. 02, Taipan Place, F. Ortigas Avenue,
Center, Pasig City, , Philippines

() By depositing copy on MAY 31 2017 in the Post
Office at _____ as evidenced by Registry
Receipt(s) No.(s) _____ hereto attached and
indicated after the name (s) of the addressee(s), and with
instruction to the postmaster to return the mail to the
sender after (10) days if undelivered.

HON. ANDRES D. BAUTISTA, HON.
COMMISSION ON ELECTIONS
Intramuros, 1002 Manila, , Philippines

ATTY. GEORGE ERWIN M. GARCIA and ATTY.
G.E. GARCIA LAW OFFICE Ground Floor Laiko
Building 372 Cabildo Street Intramuros, 1002,

Manila, , Philippines

ATTY. ROMULO B. MACALINTAL
23 Cagayan Valley Street, Philamlife Village, Las
Pinas City, , Philippines

PRESIDENTIAL ELECTORAL TRIBUNAL / SUPREME COURT
Manila

Makati, Metro Manila, Philippines

XYLAN UJE S. SYCAYCO

CSIS 4 CH 0000473028

MAY 31 2017

SUBSCRIBED AND SWORN to before me this XYLAN UJE S. SYCAYCO of _____ at Makati City, Philippines. Affiant exhibiting to me his CSIS 4 CH 0000473028 issued at Pasay City.



16-020355-0111

MAY 31 2017

GERMINE L. CHUA
STATE SOLICITOR

Solicitor, Officer Administering the Oath
Office of the Solicitor General



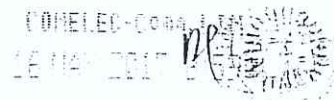
ANNEX "A"
Republic of the Philippines
Commission on Elections
INFORMATION TECHNOLOGY DEPARTMENT
Intramuros, Manila

Tel. No. 527-2773 / E-Mail: itd@comelec.gov.ph



MEMORANDUM

FOR: CHRISTIAN ROBERT S. LIM
Commissioner/PMO Project Director



SUBJECT: Answer to the clarificatory questions from the notice of the Presidential Election Tribunal (PET)

DATE: 15 May 2017

This pertains to the answers to some of the clarifications raised on the notice received from the Presidential Election Tribunal (PET).

- (i) *Why do the certificates in the USB tokens expire?* Ans: Fixed short-term validity of the Digital Certificates is one of the security features of our Automated Election System. Limiting the validity period of a digital certificate is a recognized industry best practice. It bears to mention that all Digital Certificates used for the 2010 and 2013 National and Local Elections had an expiry period.
- (ii) *Aside from the change in the date, with the other data contained in the CCS Laptops be affected?* Ans: No, changing the system date of a CCS Laptop will not affect any Election Data contained therein.
- (iii) *Considering that the CCS Laptops will not be turned over to Smartmatic but will be used by the COMELEC, what is the time table for such intended use?* Ans: The CCS Laptops were supposed to be repurposed as Voter Registration Machines and thereafter be distributed to the Commission's field offices in time for the resumption of the continuing voter registration. These repurposed CCS Laptops would have been a great boon to the efforts of the Commission towards inclusiveness, especially for the conduct of satellite voter registration.

Unfortunately, the cut-off for voter registration in connection with the 2017 Barangay and SK Elections passed with the CCS Laptops languishing in storage. Hopefully, the CCS Laptops can be prepared for the resumption of the continuing voter registration sometime December 2017 in relation to the 2019 National and Local Elections.

For your information and guidance.

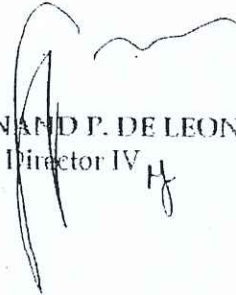


FELIMON R. ENRILE III
Information Systems Analyst III



ALVIN V. GENOTA
Computer Programmer III

Noted by:



FERDINAND P. DE LEON
Director IV

**CONTRACT FOR THE PROVISION OF
WAREHOUSING FACILITY AND EQUIPMENT THROUGH LEASE,
AND ALLIED SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into and executed by and between:

JAM LINER, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Km. 44 Tagaytay Road, Pulong Sta. Cruz, Sta. Rosa City, Laguna, represented in this act by its President, DENNISE C. TRAJANO, hereinafter referred to as the "LESSOR";

-and-

The COMMISSION ON ELECTIONS (COMELEC), a government institution existing pursuant to the Constitution of the Republic of the Philippines with office address at Palacio del Gobernador Building, Gen. Luna corner Postigo Streets, Intramuros, Manila, duly represented herein by its Chairman, Hon. J. ANDRES D. BAUTISTA, hereinafter referred to as "LESSEE";

RECITALS:

WHEREAS, the LESSEE is in need of a warehouse facility of at least 25,000 square meters (22,000 square meters covered area and approximately 3,000 square meters open area) for use in the storage, production, configuration, inventory and dispatch of automated election system equipment, peripherals, supplies and paraphernalia for the May 9, 2016 National, Local and Autonomous Region in Muslim Mindanao Elections ("2016 NLE"), and with offices/rooms, barracks, canteen, restrooms, and warehouse equipment such as but not limited to, racking system, conveyors, and pallets ("equipment");

WHEREAS, the COMELEC, through Minute Resolution No. 15-0676 dated September 15, 2015, resolved to procure the services of a warehouse provider under Section 53.10 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, in relation to Appendix 7 (*Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue*) thereof, with an Approved Budget for the Contract of PHP70,181,149.00;

WHEREAS, the LESSOR was one of the five (5) bidders which submitted its price quotations and was eventually found to be the bidder with the best and most advantageous offer to COMELEC after the opening of sealed price quotations and completion of evaluation process;

WHEREAS, the COMELEC, through Minute Resolution No. 15-0736 of October 13, 2015, resolved to award the contract to the LESSOR in the amount of Sixty Nine Million Eight Hundred Forty One Thousand and Six Hundred Pesos (PHP69,841,600.00), inclusive of taxes and other fiscal levies, for the lease of warehouse facility, racking system of 6,500 pallet positions, 6,800 pallets and 12 units of conveyor, including the construction of various offices, rooms, rest rooms, canteen and barracks;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the conditions stipulated hereunder, the LESSOR hereby leases unto the LESSEE its warehouse facility at Km. 44, Tagaytay Road, Brgy. Pulong Sta. Cruz, Sta. Rosa City, Laguna with more or less 5 hectares ("Warehouse premises"), and the LESSEE hereby accepts the same, subject to the following terms and conditions:

I. TERM OF LEASE

The lease period for the Warehouse premises and the equipment shall be one (1) year, which shall commence on November 12, 2015, subject to extension or renewal at the end of the contract period, upon such terms and conditions as may be mutually agreed upon by the parties; *Provided, however,* that the LESSEE shall give written notice to the LESSOR of its desire to renew this Contract not later than sixty (60) days prior to its expiration.

II. RENTAL RATE/COST OF CIVIL WORKS

1. The monthly rent for the covered area of the Warehouse premises of not less than 22,000 square meters ("Warehouse") shall be PhP117.60 per square meter, with a total monthly rent of Two Million Five Hundred Eighty Seven Thousand and Two Hundred Pesos (PhP2,587,200.00), inclusive of taxes, association dues and other fiscal levies.

On the other hand, the monthly rent for the open area of the Warehouse premises of not less than 3,000 square meters shall be PhP50.00 per square meter, with a total monthly rent of One Hundred Fifty Thousand Pesos (PhP150,000.00), inclusive of taxes, association dues and other fiscal levies.

However, it is understood that the entire Warehouse premises with more or less five (5) hectares shall be for the exclusive use of the LESSEE. The remaining open area of the Warehouse premises of approximately 25,000 square meters not subject to the immediately preceding paragraph shall be free of charge.

2. The monthly rate, inclusive of taxes and other fiscal levies, for the following equipment shall be:

a. Conveyor	PhP540,000.00/monthly
b. Racking System	PhP1,222,000.00/monthly
c. Pallets	PhP387,600.00/monthly

3. The LESSEE shall pay the LESSOR the amount of PhP11,200,000.00 after the completion of the civil works, as certified by the Administrative Services Department.

The monthly rental shall become due and demandable after November 12, 2015 and every month thereafter.

All payments shall be in a form of checks.

Copy of LESSOR's financial proposal is hereto attached as Annex "A".

III. ADVANCE RENTAL PAYMENTS AND SECURITY DEPOSIT

The three (3) months advance rental for the covered area in the amount of PHP7,761,600.00 and two (2) months security deposit of PHP5,174,400.00 shall be tendered by the LESSEE to the LESSOR immediately upon the execution of this Contract, pursuant to the usual government accounting, and auditing rules. The security deposit is for the faithful compliance by the LESSEE of the covenants hereof and to cover for any unpaid bills and any damages to the Warehouse and the equipment other than those caused by force majeure or ordinary wear and tear. The Security Deposit cannot be applied or used for rental payment and shall be reimbursed within thirty (30) days after the end of this Contract, provided, all outstanding bills have been fully settled.

IV. OBLIGATIONS OF THE LESSOR

1. The LESSOR shall provide the LESSEE with a warehouse facility of approximately five (5) hectares, complete with three-phase installation, and rooms and offices enumerated in Annex "B".

The LESSOR shall also deliver to the LESSEE the following equipment:

Quantity	Particulars	Technical Specifications
6,500 pallet positions	Racking System	6 meters height x 1 meter depth with four (4) adjustable levels; Load beams: 8 feet x 2" x 4" (maximum capacity of 1,800-2,000 kgs./level)
12 sets	Gravity Conveyor	Roller type; fixed/flexible; 1 meter by 50 meters; height of one meter
6,800 pieces	Pallet	1 meter x 1.2 meters

2. All repairs to the Warehouse or equipment exceeding the amount of PHP10,000.00 shall be undertaken by the LESSOR at its own expense. All other repairs below such amount shall be borne by the LESSEE, including expenses for ordinary wear and tear.
3. The LESSOR shall deliver to the LESSEE the Warehouse in good and tenantable condition, and must be suitable for production and storage, complete with warehouse amenities such as lighting facilities, functional fire alarm, continuous water supply, existing telephone line/s and with three-phase electrical installation.

4. The LESSOR shall provide the LESSEE a warehouse facility with enclosed rooms/offices, the specifications, delivery schedule and quantity of which are provided in Annex "B" (Office/Room Requirements) of this Contract. Functional racking system, conveyors and pallets must likewise be installed following the delivery schedule and quantity indicated in Annex "B-I" (Schedule of Requirements).
5. The LESSOR shall faithfully comply with the warranties provided under Clause VI of this Contract.
6. The LESSOR shall be responsible for:
 - (a) Securing pertinent permits for the required civil works under this Contract;
 - (b) Conversion of feeder line, main breaker or transformer, as the case may be, to carry additional electricity load, *i.e.*, three-phase electrical installation; and
 - (c) Upgrading of telephone facilities to carry additional lines.
7. The LESSOR shall comply with the applicable provisions of the Terms of Reference for the provision of warehousing facility and services, and warehousing equipment, which form part of this Contract. A copy of the Terms of Reference is appended as Annex "C".

V. OBLIGATIONS OF THE LESSEE

1. The LESSEE, at its own expense, shall maintain the Warehouse in a clean and sanitary condition, free from pests, bad obnoxious odors, disturbing noises or other nuisances.

The LESSEE agrees to comply, at its own expense, with the requirements of all city/municipal ordinances on proper waste management, disposal of garbage, refuse or other waste matters, and the maintenance of the necessary receptacles for such purposes within the Warehouse premises.

2. Ordinary and minor repairs on the Warehouse and the equipment, which amount does not exceed PHP10,000.00, shall be undertaken by the LESSEE at its own expense.

All alterations, additions and/or improvements undertaken by the LESSEE shall become the property of the LESSOR upon the termination of the lease, without obligation on the part of the LESSOR to reimburse the LESSEE for the cost thereof; *Provided, however*, that all movable fixtures and improvements such as air-conditioning units, electric fans, generator sets, tables, chairs, etc. introduced or fabricated in the Warehouse premises by the LESSEE, and all other warehouse equipment including but not limited to reach trucks, counterbalance and hand pallet trucks, may be removed by the latter upon the termination of the lease; *Provided further*, that such removal shall not cause damage to the Warehouse.

3. The LESSEE shall pay and defray, at its own expense, the costs of electricity, water, telephone, other utility services and the repair and maintenance of all air-conditioning units in the warehouse.
4. The LESSEE shall not mortgage or sublet the Warehouse premises or any part thereof, or the equipment, or assign this lease contract, without the written consent of the LESSOR.
5. The LESSEE, at the termination of this lease, or cancellation of the same as herein provided, shall promptly surrender the Warehouse premises and the equipment, with all pertaining keys in them, in the same condition in which the LESSEE received them, ordinary wear and tear and damage beyond the LESSEE's control excepted, devoid of all occupants, furniture, articles and effects of any kind other than such alterations, additions, or improvements which the LESSEE may elect to make, in accordance with the pertinent provisions of this Contract.
6. The LESSEE shall provide, at its own expense, its own security force to safeguard the Warehouse premises.

VI. WARRANTIES

1. The LESSOR warrants that the entire Warehouse premises does not belong to any person or organization running for elective position, or party fielding political candidates for the 2016 NLE, or relatives within the fourth (4th) civil degree of affinity or consanguinity.
2. The LESSOR warrants the structural integrity of the Warehouse, and its compliance with the National Building Code, pertinent laws, rules and regulations and ordinances.
3. The LESSOR warrants that the Warehouse is insured against all risks of physical loss, destruction or damage directly or indirectly attributable to any cause, such as but not limited to fire, lightning, earthquake, floods or other natural calamities or disasters.
4. The LESSOR warrants that all sets/units of the equipment are functional and in good working conditions. Defective units shall be immediately repaired or replaced by the LESSOR within four (4) working hours upon receipt of notice from the LESSEE's representative.
5. The LESSOR warrants the continuous and peaceful use, possession, occupancy and enjoyment of the entire Warehouse premises and the equipment by the LESSEE throughout the entire lease term and its extension, as the case may be. In this view, the LESSOR hereby warrants that the use by the LESSEE of the warehouse facility and equipment shall not be interrupted by any legal action filed against it by a third party.

Accordingly, the LESSOR, its agents, employees or representatives shall be liable for damages when they willfully or negligently disrupt the peaceful possession and enjoyment by LESSEE of the Warehouse premises or the equipment or cause damages to the latter's properties.

VII. INSPECTION OF PREMISES AND REPAIRS

With prior coordination and arrangement with the LESSEE, the LESSOR or its authorized representative/s, shall have the right to enter the Warehouse premises only for purposes of inspecting the same to make repairs or alterations as may be necessary, and for such other purposes relative to the upkeep and maintenance of the building. The LESSEE shall thus allow the maintenance personnel or repairmen access to the Warehouse premises pursuant to this paragraph, subject to stringent security protocol on sensitive or confidential areas.

VIII. EXPENSES

Real estate taxes, licenses, government assessments and insurance charges covering the Warehouse premises shall be for the account of the LESSOR.

All utility expenses, such as water, power supply, telephone and internet connections shall be borne by the LESSEE.

IX. LIABILITY AND INDEMNIFICATION

1. The LESSOR shall hold the LESSEE harmless and free from, and/or otherwise indemnify the latter for, any third-party claims arising from this Contract, pertinent provisions of laws, rules and regulations and/or ordinances.
2. The LESSOR shall be liable to the LESSEE for any damage to the latter's property, including all equipment, supplies, paraphernalia, furniture, fixtures and other properties owned by, or in the possession of, the LESSEE, or any injury to or death of its employees or visitors inside the Warehouse premises arising from the condition or defect in the Warehouse attributable to negligence, fault or willful misconduct of the LESSOR, or any of its agents, privies or employees.
3. The LESSOR, however, *sans* participation, negligence or fault, shall not be liable for:
 - (a) Failure of power and water supply, and telephone and internet connections; and
 - (b) Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, war or any unforeseen event which may render the building physically untenable or incapable of occupation
4. In the event of legal action to enforce this Contract or any part hereof, the prevailing party shall be entitled to reasonable attorney's fees and actual costs incurred in connection herewith.

X. POWER SUPPLY AND OTHER REQUIREMENTS

1. The LESSEE may install, at its own expense:

- (a) A back-up generator set to ensure continuous power supply in the entire Warehouse premises; and
 - (b) Any gadget, equipment or security mechanism to ensure the safety and security of all occupants, visitors and properties in the Warehouse premises.
2. All licenses or permits and expenses relative to the above shall be the responsibility of the LESSEE.

XI. CONTROL OF THE WAREHOUSE

Considering that the equipment, supplies and paraphernalia and activities to be undertaken therein are all election-related, the LESSEE shall have full control and supervision over the entire Warehouse premises. Ingress and egress into the premises by individuals, including the LESSOR, its agents, authorized representatives or employees, shall be controlled by the LESSEE. Thus, only those authorized by the LESSEE are allowed access to the Warehouse premises, subject to its terms and conditions.

The LESSEE shall also deploy its own security personnel and may deputize the Philippine National Police for the purpose.

XII. DISPUTES

1. Any dispute between the LESSOR and the LESSEE arising from this Contract shall be mutually and immediately resolved. Should mutual resolution be not reached by the parties, such disputes may be resolved by arbitration or other alternative modes of dispute resolution in the City of Manila according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law", as amended by Republic Act No. 9285.
2. All suits, actions and proceedings between the parties under this Contract, may be brought before the court of competent jurisdiction only in the City of Manila.

The pendency of any issue, action or proceeding, as stated above, shall not suspend the exercise of rights and performance of obligations of the parties under this Contract or otherwise delay the activities being undertaken by the LESSEE in the Warehouse premises.

XIII. TERMINATION AND RESCISSION

1. In case the Warehouse shall be partially destroyed or damaged due to any cause stated above, i.e., fire, lightning, earthquake, floods or other natural calamities or disasters, or those beyond the control of the LESSOR, either party may partially cancel this Contract in order to effect the repairs or construction without incurring any liability therefor to the extent of the damaged area only. This Contract shall likewise be rescinded in the event that the Warehouse should be totally destroyed or damaged due to any cause beyond the control of the LESSEE. In any of these cases, the LESSEE shall pay the rental due as of the date on which the partial or total destruction should have occurred, and the LESSOR shall return to

the LESSEE all advance and security deposits within thirty (30) days after the occurrence of the cause of damage or destruction.

2. This Contract may be pre-terminated by either party for a cause provided by law, or for failure of any party to comply with its obligation/s as specified herein; *Provided*, that an advance notice is served to the other party sixty (60) days before the pre-termination, stating therein the reason for such pre-termination. The LESSEE, being a government institution, may also terminate this Contract for the convenience of the Government if there exist conditions that would make the lease impractical and/or unnecessary, such as but not limited to changes in law and national government policies.
3. In the event that the LESSEE should fail to surrender the Warehouse premises and/or the equipment to the LESSOR after the end of the term of this Contract and continues to occupy the same, in part or in whole, without any written mutual agreement as to the renewal or extension thereof, the relevant provisions of this Contract shall continue to be in full force and effect on a month-to-month basis.

XIV. CONTRACT AMENDMENTS

Any amendment or supplement to, or modification of, this Contract, or additional rules and regulations for the use of the Warehouse, must be subject to the mutual agreement of the parties after prior consultations between the parties, and cannot be made *ex parte*.

XV. SEVERABILITY

Should any part or provision of this Contract be declared or found to be unlawful, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute lawful and enforceable provision, consistent with the underlying intentions of the parties. If the remainder of this Contract is not materially affected by such declaration or finding and is capable of substantial performance, such remainder shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be signed and executed on the day and year first above written in the City of Manila, Philippines.

COMMISSION ON ELECTIONS

LESSEE

By:

J. ANDRES D. BAUTISTA
Chairman

By:

JAM-LINER, INC.

LESSOR

DENNIS C. TRAJANO
President

WITNESSETH:

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this
DEC 24 2015, the following personally appeared:

	Proof of Identity	Place/Date of Issuance
J. ANDRES D. BAUTISTA	Passport No. EB6048089	DFA Manila/07-30-2012
DENNISE C. TRAJANO	PL No: 002 - 00 - 4/8 323	

all known to me to be the same persons who executed the foregoing Contract of Lease and acknowledged to me that the same is of their free and voluntary act and deed, and that of the entities they represent.

The foregoing instrument consisting of nine (9) pages, including the page on which this acknowledgment is written, has been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place above-written.

Notary Public

Doc. No. 913
Page No. 64
Book No. II
Series of 2015.

Phoebie Marie V. Alhambra
PHOEBIE MARIE V. ALHAMBRA
Baran, Pabalana and in the Cities of Pasig, Taguig
San Juan and in Municipality of Paleros, Philippines
Appointment No. 229; Until 31 December 2016
Roll of Attorneys No. 81321
PTR No. A 2409926; 05 May 2015; Taguig City
BIR No. 0000000000; 06 April 2015; Batangas Chapter
MCA E-Compliance No. 115A (Admitted to the Bar April 2015)
Unit 1501, 15/F Picadilly Star Bldg. 4th Ave. cor. 27th St.
Bonifacio Global City, Taguig City

ANNEX "A"



ANNEX A

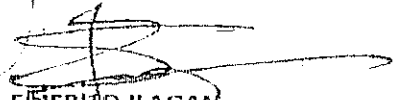
Our proposal with reference to BAC Reference No. 05-2015-AES-WF

1	Particulars	Qty	Unit	Unit Cost (Php)		Total per Month (Php)	Total for one year (Php)
2	Covered area	22,000	m2	117.60	per m2	2,587,200.00	31,046,400.00
3	Open area	3,000	m2	50.00	per m2	150,000.00	1,800,000.00
4	Civil Works	25,000	m2	448.00	per m2	933,333.33	11,200,000.00
5	Racking System	6,500	pallet position	188.00	pallet Position	1,222,000.00	14,664,000.00
6	Pallets	6,800	pcs	1.90	per day	387,600.00	4,651,200.00
7	Conveyors	12	units	540,000.00	per unit	540,000.00	6,480,000.00
Total (Php)						5,820,133.33	69,841,600.00

Upon execution of the Contract:

3 months advance rentals	17,460,400.00
2 months security deposit	11,640,266.67

We would also like to request from your office to allow us an advance of 15% for the civil works based on the budget reflected in the table as shown above, as part of our mobilization upon execution of the contract.


EMERITO ILAGAN
Authorized Representative
Jam Liner Inc.

Head Office: Km 43 Tagaytay Road, Brgy. Pulang Sta. Cruz, Sta. Rosa City, Laguna
Pasay Office: EDSA corner Apelo Cruz Street, Pasay City, Metro Manila
Hotline: 0917-526 0008
Telephone Number: (02) 854-3735
E-mail Address: info@jam.com.ph
Website: www.jam.com.ph

Jam Transif, Inc.

Timelines in the Implementation to suit the Requirements

Provision of warehouse BAC: 05-2015-AES WF

On the Assumption that Notice to Proceed be Issued on October 10, 2015 and finalized and approved civil works plan on October 14, 2015

Requirements	Course of Action to Comply	Timelines		No. of Calendar Days
		from	to	
1 Turn Over of the Facility	clearing/transfer of contents of all warehouses, offices and two storey office/ barracks building, old buses in the yard and cleaning of surroundings to give way to civil works required	11-Oct	26-Oct	15
	perimeter fence upgrade, e.g. lightings, watch tower	11-Oct	26-Oct	15
2 3 phase electrical connection ready	Application and Installation of Electrical Posts and Necessary Transformer	11-Oct	10-Nov	30
3 BUILDING A: Civil and electrical works	Phase 1: (Basic roofing repair, Doors and walls repair if any) to accommodate initial equipment / supplies for storage.	11-Oct	26-Oct	15
	Phase 2: Rewiring if required, and other Civil Works to suit the requirements	15-Oct	29-Nov	45
4 BUILDING B: Civil and electrical works	Phase 1: (Basic roofing repair, Doors and walls repairs)	18-Oct	17-Nov	30
	Civil and electrical works for Bldg. B existing offices	11-Oct	26-Oct	15
	Phase 2: Rewiring if required, and other Civil Works to suit the requirements	22-Oct	6-Dec	45
5 BUILDING C: Civil and electrical works	Phase 1: (Basic roofing repair, Doors and walls repair if any)	25-Oct	14-Nov	20
	Phase 2: Rewiring if required, and other Civil Works to suit the requirements	29-Oct	13-Dec	45
6 Comfort Rooms	12 units Comfort rooms	15-Oct	14-Dec	60
7 Roofings in between Building A, B and C	Roofings to connect the three(3) buildings	16-Oct	15-Dec	60

Deliverables

Equipment	Quantity/unit	Timelines		No. of Calendar Days
		from	to	
1 Backing System and Pallets	1,625 pallet position and 1625 pcs Pallets	8-Nov	15-Nov	7
	1,625 pallet position and 1625 pcs Pallets	24-Nov	1-Dec	7
	1,625 pallet position and 1625 pcs Pallets	25-Dec	1-Jan	7
	1,625 pallet position and 1625 pcs Pallets	8-Jan	15-Jan	7
2 Conveyors	3 units	8-Nov	15-Nov	7
	3 units	24-Nov	1-Dec	7
	3 units	25-Dec	1-Jan	7
	3 units	8-Jan	15-Jan	7

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OFFICE/ROOM REQUIREMENTS
 I6 ILE Warehousing Project

ANNEX "B"

Total Required Area: 25,000 Square Meters
 Covered Area: 12,000 Square Meters
 Open Area: 3,000 square meters

Covered Area Particulars:

OFFICE/ROOMS	MINIMUM SPECIFICATIONS	
LHD	With glass windows Pantry, lavatories and faucets, Rest rooms for women and men, Separate rest rooms for women and men	50 square meters
Technology Team & Admin Office (HOD)	2 rooms and 1 meeting room with glass windows Separate rest rooms for women and men	100 square meters
Admin and All Supervisors	1 Admin room and 1-supervisor room with glass windows with pantry, lavatories and faucets, Rest rooms for women and men,	150 square meters
Configuration Room	with glass windows for viewing Network ready With security access door One room and one door access with movable divider for each component e.g. divider for VCM area, COMFLEC PCOS area, EVM area and VVS area	300 square meters
Quality Control Room	1 meeting room and 1-supervisor's room with glass windows	50 square meters
Supplies Verification	Enclosed room with glass window	150 square meters
Ritling Room	with glass windows One room and one door access with movable divider for each component e.g. divider for OPR area.	600 square meters
Equipment Documentation (for provider and COMFLEC documenters)	Glass windows for viewing	150 square meters

OFFICE/ROOM REQUIREMENTS

MITIHLF Warehousing Project

Total Required Area: 25,000 Square Meters

Covered Area: 22,000 Square Meters

Open Area: 3,000 square meters

Covered Area Particulars:

OFFICE/ROOMS	MINIMUM SPECIFICATIONS	
	One room and one door access with movable divider for each component e.g. divider for VCM area, COMELEC PCUS area, EVM area and VVS area	
Medical Clinic Room	Lavatories and faucets for women/men	20 square meters
ASD Warehouse	With cabinet for storage of medicine and other medical equipment Enclosed room with divider 7 ft tall x 14 ft wide	100 square meters
PSC Room	Enclosed Room	100 square meters
Warehouse Maintenance	Enclosed Room for Utility supplies and Electrician	30 square meters
Production Area for CUM	Ten (10) conveyors Ventilation With at least 6 rest rooms (separate for men and women); each rest room with lavatories, shower rooms and at least three cubicles Staging area (area to store equipment before production and after production before its transfer to the storage area)	8,000 square meters
Storage Area for ORIR	With racking system With Pallets With sufficient light	6,500 square meters

OFFICE/ROOM REQUIREMENTS

USAF Warehousing Project

Total Required Area: 25,000 Square Meters

Covered Area: 22,000 Square Meters

Open Area: 3,000 square meters

Covered Area Particulars:

OFFICE/ROOMS	MINIMUM SPECIFICATIONS	
US Hardware Production Area	One (1) conveyor	800 square meters
Hubwork Device Production Area	One (1) conveyor	800 square meters
Battery Testing Area	Open Area	800 square meters
FSU Parking Area	Open Area	1,500 square meters
Surveillance and Security System	Enclosed Room	20 square meters
Canteen	Canteen with food stores With Lavatories and Rags	600 square meters
Service Locker	At least 500 units of Lockers With individual lock for each locker	700 square meters
Viewing Room	Enclosed room with window glass to view the production areas	80 square meters
Reception and Verification Committee Area	With enclosed room of about 50 sqm; with glass window	750 square meters
Barracks for COTAFELT organic Security Force	Two separate rooms for men and women Room for women that can accommodate at least 5 personnel Room for men that can accommodate at least 20 personnel With toilet and bath	100 square meters
Barracks for PMP personnel	With toilet and bath	50 square meters

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TERMS OF REFERENCE
2016 NLE WAREHOUSING PROJECT

Commission on Elections
Intramuros, Manila

In connection with the conduct of the May 9, 2016 National and Local Elections (216 NLE), the Commission on Elections (COMELEC) intends to procure the services of a qualified and capable warehouse provider for a duration of at least one (1) year from the acceptance of automated election system equipment, peripherals, supplies and paraphernalia until reverse logistics.

The Approved Budget for the Contract is PhP70,181,149.80, inclusive of taxes and other fiscal levies, for the lease of warehouse with various rooms, offices, barracks, rest rooms and canteen, racking system, conveyors and pallets.

I. Documents to be Submitted by the Bidders:

1. SEC/DIT Certificate of Registration
2. Mayor's Permit
3. Latest Income Tax Returns
4. Copy of Insurance Policy on the Building
5. Valid and current Fire Safety Inspection Certificate issued by the Bureau of Fire Protection

II. Minimum Specifications:

1. The location of the warehouse to be leased must be in Metro Manila or provinces within 100-kilometer radius from the COMELEC Central Office, Palacio del Gobernador Building, Intramuros, Manila;
2. The warehouse, including the land on which it is situated, must not belong to any person or organization running for elective position, or party fielding political candidates, or relatives within the fourth civil degree of affinity or consanguinity. Proof of ownership and undertaking shall be required from the bidders;
3. It must be situated in a flood-free area;
4. The warehouse shall be located where there are access roads of adequate load-bearing capacity and where routine through residential areas shall not be required;

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Bus Removal
 Scrap Removal
 Materials Cleaning
 Perimeter Fencing
 Front Building Move-Out
 Floor Cleaning/Brushing
 General Drainage

100276

Roof & Gutters
Building Enclosures
Gates & Doors
Ceilings & Partitions

720110

Main Admin Building
Canteen Building
MCR/Kitting Area
Viewing Deck

Toilet Restoration
New Toilets

Column Placement
Rafter Placement
Roof Placement

2007

Conveyor
Racking System
Dialing

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5. The warehouse shall be one (1) storey-building, single or separate, provided, the production areas shall be housed in a single building. A multi-storey building may also be offered, provided, it has heavy-duty cargo elevators with a capacity of at least 1.5 tons. The offices may be situated in different buildings;
6. The total usable area requirements must be at least 25,000 square meters (more or less 22,00 square meters for covered area and at least 3,000 square meters for open area);
7. There must be a sufficient open area for parking, maneuvering of cargo trucks and service vehicles, incoming and out-going deliveries and which can accommodate at least ten (10) trucks at a time;

8. The warehouse shall:

- 8.1. be made of reinforced concrete flooring and walls;
- 8.2. be with ample ventilation;
- 8.3. be with a minimum ceiling clearance of 20 feet for at least 6,500 square meters;
- 8.4. be made of steel trusses;
- 8.5. have steel doors with a width of at least four (4) meters and height of five (5) meters;
- 8.6. be with at least 8-feet high perimeter fence with lightings, preferably concrete and/or with cyclone wires;
- 8.7. have wide gates/entrance/egress that will allow easy maneuvering of ten-wheeler trucks;
- 8.8. have good roof heat insulation that complies with the industry standard temperature and humidity content requirement for information technology equipment and Occupational Health and Safety Standards;
- 8.9. have continuous power supply;
- 8.10. have lighting facilities;
- 8.11. have functional fire alarm;
- 8.12. have continuous water supply;
- 8.13. have a load of three (3)-phase electrical installation, (but subject to full compliance if below 3-phase during contract implementation);

- 8.14. have at least four (4) loading bays;
- 8.15. have separate rest rooms for men and women.
9. The warehouse shall have a temperature and humidity measuring system and will comply with the industry standard temperature and humidity content, requirement for equipment heat resistance and current Fire Safety Inspection Certificate;
10. The warehouse must have an existing working drainage system;
11. The warehouse must have at least twelve (12) conveyors, size 1 m x 50 meters each, for the production of AEP equipment, (OMR, CCS and Network Device);
12. The facility must be fully secured. It must have guard booth or guard house at the entrance to the property;
13. The provider must process and maintain records of permits, licenses, certificates and other regulatory requirements;
14. Sub leasing shall be allowed, provided, that the registered owner of the warehouse facility or the lessor shall issue a certification consenting to the participation in the bidding by the warehouse service provider and an undertaking that in the event that the project is awarded to the latter, the former will not disturb the possession of the warehouse by COMELEC during the period of lease;
15. Warehouse must be insured, at least for the duration or period of the (proposed) occupancy by COMELEC, and with valid and current Fire Safety Inspection Certificate Issued;
16. The winning bidder shall also provide through lease the following:

Quantity	Particulars	Technical Specifications
6,500 pallet positions	Racking System	6 meters high x 1 meter depth with four (4) adjustable levels;

		Load beams: 8 feet x 2" x 4" (maximum capacity of 1,800-2,000 kgs./level)
12 sets	Gravity Conveyor	Roller type; fixed/flexible; 1 meter by 50 meters; height of one meter
6,000 pieces	Pallet	1 meter x 1.2 meters

17. The winning bidder shall provide working areas within the warehouse premises, the measurements of these areas and their respective minimum requirements are stated in Annex "A" of this TOR.

III. Schedule Of Delivery/Requirements

The provider shall deliver all the requirements, based on the following schedule, without prejudice to necessary modifications in accordance with the COMELEC's revised Implementation Calendar and contract stipulations:

Particulars	Period of Delivery
Entire Warehouse Facility (Building and Open Spaces), including all standard amenities, such as but not limited to water supply, power supply, lighting facilities, existing rest rooms, the alarms	Possession must be turned over to COMELEC within two (2) calendar days from the effectivity of the Contract
Three-Phase Installation	Not later than 10/15/2015
Racking System, Conveyors and Pallets	25%- Not later than 11/15/2015 25%- Not later than 12/01/2015 25%- Not later than 12/15/2015 25% Not later than 01/15/2016
Various Rooms/Offices, Barracks, Rest Rooms, Canteen and other Civil Works	Not later than 11/15/2015

IV. Rating

Bidders' proposals shall be rated and evaluated in accordance with Appendices "A" and "B" of Appendix 7 of the Implementing Rules and Regulations of Republic Act No. 9184, copies of which are attached.

The winning bidder shall be determined based on the most advantageous offer to the Commission in terms of financial proposals and compliance with the criteria set forth in Appendix 7.

ANNEX "C"

REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL ELECTORAL TRIBUNAL
Manila

PRESIDENTIAL ELECTORAL TRIBUNAL

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FERDINAND "BONGBONG" R.
MARCOS,

Protestant,

PET Case No. 005

For: Election Protest
Vice-President

OFFICE COPY
OFFICE OF THE SOLICITOR GENERAL
DEPARTMENT OF SERVICE ATTACHED

MARIA LEONOR "LENI DAANG
MATUWID" G. ROBREDO,

Protestee.

X-----X

COMPLIANCE

The COMMISSION ON ELECTIONS, through the OFFICE OF THE SOLICITOR GENERAL, in compliance with this Honorable Tribunal's Resolution dated 8 November 2016,¹ respectfully states that:

1. Through a Letter dated 28 November 2016, a certified true copy of which is attached hereto as Annex "A", the COMELEC has written Smartmatic-TIM, Inc. ("Smartmatic") Project Director Mr. Elie Moreno of the turn-over of 97,366 leased units Vote Counting Machines and the Election Management System, including accessories not purchased by the COMELEC (hereinafter referred to as "Goods"), used for the 2016 automated elections. The Goods, however, remain to be in the possession of COMELEC.

2. Thus, following Article 6.9 of the Automated Election System ("AES") Contracts, the COMELEC may be required to pay a total of PhP 2,078,304,225.76 on account of the instant election protest. Attached as Annex "B" and "C" are certified true copies of the signed

¹ Through the Resolution dated 8 November 2016, this Honorable Tribunal directed the COMELEC to: (1) inform the Tribunal of the status of the release of the Vote Counting Machines, and (2) to inform the Tribunal of the itemized cost that it may be required to pay should the automated election paraphernalia covered by Article 6.9 of the AES Contract still be in its possession by 1 December 2016 on account of the instant election protest.

Financial Proposal Breakdown agreed upon by COMELEC and Smartmatic itemizing the costs of the Goods should the **Total Purchase Option** under the two AIS Contracts be exercised on account of the instant election protest.

RESPECTFULLY SUBMITTED.

Makati City for the City of Manila, 1 December 2016.

JOSE C. CALIDA

Solicitor General

Roll No. 24852

IBP Lifetime No. 015360 – 08/18/16

MCLE Exemption No. VI-000016 – 9/28/16


HENRY S. ANGELES

Assistant Solicitor General

Roll No. 45837

IBP No. 1050040; 10/13/16

MCLE Compliance No. V-0026001 – 10/14/16


JOSE ANGELO A. DAVID

Associate Solicitor

Roll No. 64181

IBP Lifetime No. 1033274; 4/1/16

MCLE Compliance No. V-0016027; 3/15/16

OFFICE OF THE SOLICITOR GENERAL

134 Amoroso St., Legaspi Village, Makati City

Tel. No. 8130086; Telefax No. 8137554

Email: docket@osg.gov.ph

COMPLIANCE
MARCOSE v. ROBREDO
PET Case No. 146, 007

Copy furnished:

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ATTY. ROMULO B. MACALINTAL
Lead Counsel for Protestee
Sardillo Sardillo Salom Law Office
Unit 802, Faipan Place
E. Ortigas Avenue
Ortigas Center Pasig City

COMMISSION ON ELECTIONS
HON. ANDRES D. BAUTISTA
HON. CHRISTIAN ROBERT S. LIM
Intramuros, 1002 Manila

EXPLANATION FOR SERVICE BY REGISTERED MAIL

In compliance with Section 11, Rule 13 of the Rules of Court, counsel respectfully manifests that the foregoing COMPLIANCE will be served by registered mail because distance constraints, as well as the limited number of office messengers, make personal service thereof impracticable.

JOSE ANGÉLO A. DAVID

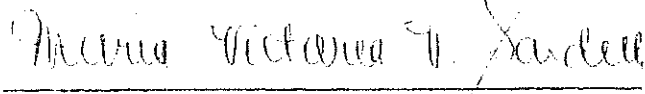
VERIFIED DECLARATION

I, **JOSE ANGELO A. DAVID**, hereby declare that the documents hereto submitted electronically in accordance with the Efficient Use of Paper Rule are complete and true copies of the documents filed with the Presidential Electoral Tribunal.


JOSE ANGELO A. DAVID

5 May 2017

SUBSCRIBED and SWORN TO before me on this 5th day of May 2017, affiant exhibiting his OSG Employee ID No. 2016-01003.


MARIA VICTORIA SARDEN-SILON
CHIEF CLERK

REPUBLIC OF THE PHILIPPINES

AFFIDAVIT OF SERVICE

(Revised as of April 1992)

OFFICE OF THE SOLICITOR GENERAL ,

with Office address at 134 Amorsolo St., Legaspi Village Makati City. after being sworn to depose and say:

That on 05/05/2017 I caused to be served a copy of the following pleading/paper:

NATURE OF THE PLEADING

Motion For Extension

In case No. P.E.T. CASE NO. 005 , entitled FERDINAND BONGBONG R. MARCOS, JR.,

VS. MARIA LEONOR LENI DAANG MATUWID G. ROBREDO

pursuant to Section 3,4,5 and 10, Rule 13 of the Rules of Court, as follows:

Personal Service To:

() By depositing a copy to the party or his/her attorney on _____ as shown on p _____

() By leaving a copy in his/her clerk or with a person having charge thereof on _____ as shown on p _____

() By delivering a copy to the Court/Tribunal Office on _____ as shown on p _____

By Registered Mail To:

COMMISSION ON ELECTIONS HON. ANDRES

Intramuros, 1002 Manila, Philippines

ATTY. ROMULO B. MACALINTAL

Sardillo Sardillo Salom Law Office

Unit 802, Taipan Place

Ortigas Avenue

Ortigas Center Pasig City, Philippines

ATTY. GEORGE ERWIN M. GARCIA and ATTY.

G.E. GARCIA LAW OFFICE Ground Floor Laiko

Building 372 Cabildo Street Intramuros, 1002,

Manila, Philippines

() By depositing copy on _____ in the Post Office at _____ as evidenced by Registry Receipt(s) No.(s) _____ hereto attached and indicated after the name (s) of the addressee(s), and with instruction to the postmaster to return the mail to the sender after (10) days if undelivered.

TERESA A. ESTROQUE, JR. OAO
CSIS UNIT # 006-0155-2137-0

Makati, Metro Manila, Philippines

TERESA A. ESTROQUE, JR. OAO
CSIS UNIT # 006-0155-2137-0

(Affiant)

SUBSCRIBED AND SWORN to before me this _____ of _____ at Makati City, Philippines. Affiant exhibiting to me his _____

_____ issued at Pasay City.



16-020355 0103

Theresa Victoria S. Estroque
ATTORNEY AT LAW, PASAY CITY

Solicitor, Officer Administering the Oath
Office of the Solicitor General



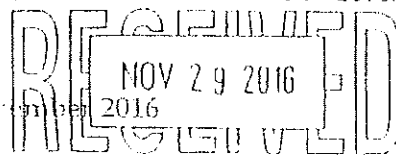
ANNEX "D"

REPUBLIC OF THE PHILIPPINES
COMMISSION ON ELECTIONS
Intramuros, Manila

SERVICE COPY

COMMISSION ON ELECTION
OFFICE OF THE EXECUTIVE DIRECTOR

28 November 2016



RECEIVED
NOV 29 2016
TIME: 1:00 PM

MIR. ELIE MORENO

Project Director, SMARTMATIC-TIM 2016, INC.
16th Floor, ACCRALAW Tower,
2nd Avenue corner 30th St., BGC Taguig
Philippines 1634

Dear Sir,

We are writing this letter to turn-over the ninety-seven thousand three hundred sixty-six (97,366) leased units of Optical Mark Reader (OMR) Machines and the Election Management System (EMS), including accessories not purchased by the Commission, used for the 09 May 2016 Elections under the two (2) Contracts of Lease with Option to Purchase, which were entered into by the Commission on Elections with SMARTMATIC-TIM on 27 August 2015 and 04 September 2015, and the two (2) Repeat Orders under the aforementioned Contracts. Kindly note that the Commission is constrained to retain one hundred fifty-one (151) units of OMR Machines in view of the Resolution dated 22 November 2016 issued by the Senate Electoral Tribunal, a copy of which is attached herewith.

Under paragraph 6.9 of the Contract of Lease, all goods subject thereof that are in the possession of COMELEC as of 01 December 2016 shall be considered sold pursuant to COMELEC's option to purchase. The Commission, in its Resolution No. 9980 entitled, "*In the Matter of the Lease of the 70,977 Units of OMR Machines for the 2016 National and Local Elections*" has already decided not to exercise its option to purchase the leased goods.

The remaining obligation of COMELEC under the lease Contracts and pertinent provisions of law, particularly Article 1665 of the Civil Code, is to return the leased goods to SMARTMATIC-TIM.

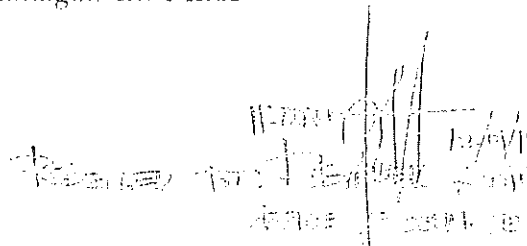
This is, therefore, to officially turn-over the ninety-seven thousand three hundred sixty-six (97,366) leased units of OMR Machines to SMARTMATIC-TIM.

With my warm regards,

Very truly yours,


CHRISTIAN ROBERT S. LIM
Project Director
Project Management Office

Document No. 15 7204


RECEIVED
NOV 29 2016
TIME: 1:00 PM

ANNEX

SMMT-TIM 2016, INC.

1 December 2016

CN: SMMT16-2016S-0879

COMMISSION ON ELECTIONS

Intramuros, Manila



2 DEC 2016 9:16 AM

COMELEC-Coord. LHM

Attention: **Honorable Christian Robert S. Lim**
Senior Commissioner, Project Director, Project Management Office

Gentlemen:

We write in connection with your letter of 28 November 2016, which we received the following day, on the turn-over of 97,366 leased units of Optical Mark Reader ("ORM") Machines and Election Management System (EMS), including accessories not purchased by the Commission on Elections ("COMELEC").

Pursuant to paragraph 6.9 of the Lease Contracts, we are pleased to transmit herewith our invoice for the one hundred fifty-one (151) units of OMR Machines which the COMELEC will retain in view of the Senate Electoral Tribunal Resolution dated 22 November 2016, a copy of which was attached to your letter. We trust that you will find the said invoice to be in order.

As regards the remaining ninety-seven thousand three hundred sixty-six (97,366) OMR Machines which your good Office is officially turning over to us, we will conduct our inspection protocols pursuant to the terms of the Lease Contracts. Pursuant to paragraph 6.6 of the Lease Contracts, COMELEC shall pay to us the option to purchase price for any Equipment including the VCMs which may be lost, destroyed or damaged while in the custody and possession of the COMELEC or any of its personnel or agents. Accordingly, please be advised that tomorrow, 3 December 2016, we shall begin with the stripping of the 97,366 OMR Machines and the conduct of the inspection and the diagnostic tests. Thereafter, we shall pull-out all undamaged OMR Machines whose physical possession have been turned over by the COMELEC to us.

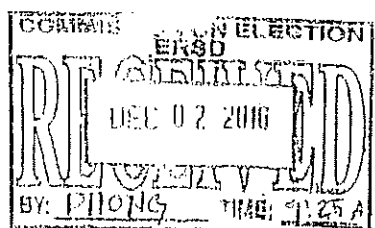
Finally, due to urgent business reasons, and with the stripping activities scheduled to commence tomorrow, we hope to finish the stripping of at least 1,000 OMR Machines as soon as possible so that we can retrieve the 1,000 OMR Machines from the COMELEC warehouse by Saturday, December 3, 2016.

We trust that your good Office will extend its full assistance and cooperation in the conduct of the turn-over of our OMR Machines.

Very truly yours,
SMMT-TIM 2016, INC.

By:

[Signature]
ELIE MORENO
Project Director



Copy furnished:

DIR. ESTER VILLAFLO-ROXAS, Director IV Project Control Head

SMMT-TIM 2016, INC.

16/F ACCRALAW TOWER
3rd Ave. cor. 30th St. BGC
Taguig City 1634, Philippines
T +63 2 745 1200 F +63 2 745 1239

12/F TIMES PLAZA BLDG.
United Nations Ave. cor. Tait Ave
Ermita Manila 1009, Philippines
T +63 2 745 1200 F +63 2 745 1239

[HEAD OFFICE]

[PROJECT OFFICE]

www.smmatimatic.com



COPY FOR: MD ANNEX
REPUBLIC OF THE PHILIPPINES
COMMISSION ON ELECTIONS
Intramuros, Manila

02 December 2016

MR. ELIE MORENO
Project Director - SMIT
SMARTMATIC - TIM 2016, INC.
16th flr., Accralaw Tower,
2nd Avenue corner 30th Street, BGC
Taguig, Philippines 1634

ADMINISTRATIVE SERVICES DEPARTMENT
INTERNAL RECORDS DIVISION

RECEIVED

BY: [Signature] DATE: 12/02/16 TIME: 3:07 PM

Dear Sir,

We respond to your *Letter dated 01 December 2016* and acknowledge receipt of your Invoice pertaining to the one hundred fifty-one (151) units of OMR Machines which the Commission is constrained to retain in view of the *Senate Electoral Tribunal Resolution dated 22 November 2016*.

Though we understand your urgency in conducting stripping activities for the ninety-seven thousand three hundred sixty-six (97,366) units of OMR Machines which the Commission turned-over to you, we nevertheless must caution you against commencing the aforementioned activities tomorrow. Kindly note that the *Presidential Electoral Tribunal Resolution dated 08 November 2016* pertinently reads:

“IN VIEW OF THE FOREGOING, the Tribunal resolves to:

XXX

- d) **AUTHORIZE** the COMELEC and Smartmatic to immediately conduct the 2016 Automated Election System Project closure/stripping activities for all the VCM and CCS Kits, including the immediate disposal of the VCM external batteries, with prior notice to this Tribunal, the protestant and protestec, and other interested parties;

XXX

Emphasis ours. A copy of the said Resolution is attached for your convenience and files.

BY: [Signature]

Thus, we regret to inform you that the Tribunal requires that it and the parties be given notice before any stripping activity may be conducted.

In this light, we invite you to a meeting to discuss how to advise the Tribunal and the parties and how to proceed with the stripping activities, among others, at your earliest convenience next week.

With my warm regards,

Very truly yours,



CHRISTIAN ROBERT S. LIM

Project Director

Copy furnished:

Jose M. Tolentino, *Executive Director, Deputy Project Director*

J. Thaddeus P. Herman, *Director, Office of Administrative Services Department*



ANGARA ABELLO CONCEPCION REGALA & CRUZ

LAW OFFICES

ANGARA ABELLO CONCEPCION REGALA & CRUZ
LAW OFFICES
1001 E. MARKET STREET, SUITE 100
SAN ANTONIO, TEXAS 78205
TEL: 214.222.1111
FAX: 214.222.1112
WWW.ACCRA.LAW
ANGARA@ACCRA.LAW

ANNEX

DATE

5 December 2016

DATE RECEIVED

FILE NUMBER

3.6167



COMELEC-COMPLIA

5 DEC 2016 1:09PM

CC

COMMISSION ON ELECTIONS

Intramuros, Manila

Attention: **Honorable Christian Robert S. Lim**
Commissioner
Project Director, Project Management Office

Gentlemen:

On behalf of our client, SMMT-TIM 2016, Inc. (the "PROVIDER"), we reply to your letter dated 2 December 2016.

Referring to the various contracts (the "Lease Contracts") for the lease of various equipment including the OMR Machines which were used by the Commission on Elections ("COMELEC") during the 9 May 2016 national elections, Section 6.9 of the Lease Contracts provides:

"6.9 All Goods still in the possession of COMELEC as of 01 December 2016 because of any election contest or audit requirement shall be considered sold to COMELEC pursuant to its option to purchase under this Contract, and the COMELEC shall pay the corresponding price in accordance with the Financial Proposal within ten (10) working days from receipt by COMELEC of the invoice from the PROVIDER covering the said Goods, without prejudice to COMELEC requiring the protestant to shoulder such costs." (emphasis supplied)

Section 6.9 above requires that the actual physical possession of the 97,366 OMR Machines must be turned over by the COMELEC to the PROVIDER before 1 December 2016 in order not to trigger the "considered sold to COMELEC" provision pursuant to its option to purchase under the Lease Contracts. Based on the records, during the negotiations between the COMELEC and the PROVIDER, the trigger date was initially set on 10 June 2016, or one month after the elections held on 9 May 2016. Upon the request of the COMELEC however, the PROVIDER was required by COMELEC to extend it to 1 December 2016. With the extended date to 1 December 2016, the COMELEC had a sufficiently long period of time to return the possession of



the leased OMR Machines and make the actual physical turnover to the PROVIDER in order not to trigger the option to purchase.

We now refer to your letter dated 28 November 2016 to the PROVIDER which was sent to allegedly "officially turn-over" the 97,366 OMR Machines to the PROVIDER. We also refer to your letter dated 2 December 2016 where you mentioned that the 97,366 OMR Machines have purportedly been "turned-over" to the PROVIDER. We respectfully disagree. These are mere "turnover on paper" only, and they are not the equivalent of the return or turnover of the actual physical possession of the 97,366 OMR Machines, which should have been made by the COMELEC on or before 1 December 2016 since COMELEC had a sufficiently long period of time to return the OMR Machines.

More so, there is no return or turnover whatsoever of the actual physical possession of the 97,366 OMR Machines from the COMELEC to the PROVIDER before 1 December 2016 based on the following:

1. Your advice in your letter dated 2 December 2016 about the PET's resolution dated 8 November 2016 in the protest case filed by Mr. Ferdinand "Bong Bong" Marcos, Jr. and the requirements of the PET to be complied with by COMELEC effectively prevents our client from taking the actual physical possession of the OMR Machines by 1 December 2016.
2. In the PROVIDER's letter dated 2 December 2016 to you (see Annex "A"), our client requested that it be allowed to conduct inspection tests to determine whether the 97,366 OMR Machines were damaged (and thus subject also to the OTP) and to retrieve the 1,000 OMR Machines this December 2016 as the PROVIDER had urgent business reasons and commitments for them. Last Saturday, our client proceeded to the COMELEC warehouse in Laguna. While our client and its representatives gained entry into the compound of the COMELEC warehouse, our client was unfortunately denied access to enter the warehouse itself where the OMR Machines are stored. It was not even allowed to inspect the 1,000 OMR Machines, much more the 97,366 OMR Machines. The Detachment Commander stationed at the COMELEC warehouse compound, Mr. Rogelio A. Salvador, issued a certification dated 3 December 2016 (see Annex "B") which stated that the PROVIDER "could not effect the pull-out of the said VCMs because COMELEC Director Julio Thaddeus P. Hernan (through a text message addressed to the Undersigned) ordered that no pull-out activities could be undertaken" by the PROVIDER."

Please also refer to the attached pictures in Annex "C" which clearly show that the OMR Machines in the locked COMELEC warehouse

have been restricted from any access to the PROVIDER's representatives last Saturday.

Thus, there is no denying that the actual physical possession of the 97,366 OMR Machines is still with COMELEC as of 1 December 2016 and until now.

Therefore, pursuant to Section 6.9 of the Lease Contracts, our client will be preparing to send you shortly the additional invoice for the 97,366 OMR Machines still in the possession of COMELEC as of 1 December 2016 and until now.


Finally, we would like to point out to the COMELEC that up to now, almost 7 months after the 9 May 2016 elections, our client has not yet been paid the rentals for the lease of 1,621 additional BGAN terminals which were used for the transmission of the results of the elections. COMELEC is bound to pay our client the rentals for these additional BGAN terminals since it is undisputed that they were used by COMELEC to transmit the results of the May 2016 elections, and thus benefited COMELEC. We respectfully request the COMELEC to process the rental payments as soon as possible.


Without prejudice to the above, our client will be willing to meet with you regarding the stripping activities to be made and other related matters.


Very truly yours,

ANGARA ABELLO CONCEPCION REGALA & CRUZ

By:


VICTOR P. LAZATIN


RUBY ROSE J. YUSI


AISON BENEDICT C. VELASCO

Copy furnished:

Mr. Elie Moreno
Project Director
SMITH-TIM 2016, Inc.

SMMT-TIM 017 INC.

1 December 2016

CN: SMNT16-2016S-0879

COMMISSION ON ELECTIONS
Intramuros, Manila



2 DEC 2016 9:15 AM

COMETEC-CONS. LIA

Attention: **Honorable Christian Robert S. Lim**
Senior Commissioner, Project Director, Project Management Office

Gentlemen:

We write in connection with your letter of 28 November 2016, which we received the following day, on the turn-over of 97,366 leased units of Optical Mark Reader ("ORM") Machines and Election Management System (EMS), including accessories not purchased by the Commission on Elections ("COMELEC").

Pursuant to paragraph 6.9 of the Lease Contracts, we are pleased to transmit herewith our invoice for the one hundred fifty-one (151) units of OMR Machines which the COMELEC will retain in view of the Senate Electoral Tribunal Resolution dated 22 November 2016, a copy of which was attached to your letter. We trust that you will find the said invoice to be in order.

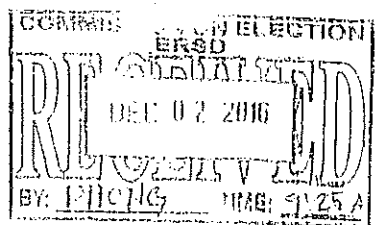
As regards the remaining ninety seven thousand three hundred sixty-six (97,366) OMR Machines which your good Office is officially turning over to us, we will conduct our inspection protocols pursuant to the terms of the Lease Contracts. Pursuant to paragraph 6.6 of the Lease Contracts, COMELEC shall pay to us the option to purchase price for any Equipment including the VMs which may be lost, destroyed or damaged while in the custody and possession of the COMELEC or any of its personnel or agents. Accordingly, please be advised that tomorrow, 3 December 2016, we shall begin with the stripping of the 97,366 OMR Machines and the conduct of the inspection and the diagnostic tests. Thereafter, we shall pull-out all undamaged OMR Machines whose physical possession have been turned over by the COMELEC to us.

Finally, due to urgent business reasons, and with the stripping activities scheduled to commence tomorrow, we hope to finish the stripping of at least 1,000 OMR Machines as soon as possible so that we can retrieve the 1,000 OMR Machines from the COMELEC warehouse by Saturday, December 3, 2016.

We trust that your good Office will extend its full assistance and cooperation in the conduct of the turn-over of our OMIR Machines.

Very truly yours,
SMITH-TIME 2016, INC.

By: 
ELIE MORENO
 Project Director



Copy furnished:
DIR, ESTER VII LAFLOR-ROXAS, Director IV Project Control Head

SMITH AND HOG

16/F ACCRAJAW TOWER
234-244-4000 3340-33 8000
1000p 04/10/2010 10:00pm
1 234 2 215 17000 1 234 2 215 17000

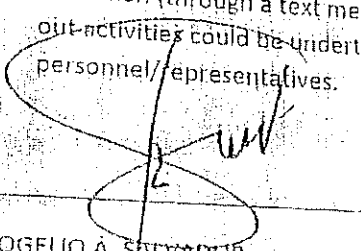
12/F TIMES PLAZA BLDG.
 12000 Highland Ave. 12th Fl.
 Hollywood, Calif. 90029, U.S.A.
 Tel. 310/461-1700, 310/461-1740

PHILIP GIBLIN (1919-1987)

3 December 2016

The Undersigned, in his capacity as the Detachment Commander of the COMELEC Warehouse stationed at Barangay Pulong Sta. Cruz, Sta. Rosa Laguna (the "COMELEC Warehouse"), hereby attests to the following:

- 1.) At around 8 a.m. of 3 December 2016, the representatives/personnel of Smartmatic-TIM Corporation (headed by Mr. Louis Campos), along with their counsel (Attys. A.J. Gerardo T. Paz and Maureen Z. Macaraeg) gained entry into the premises of the COMELEC Warehouse;
- 2.) Attys. Paz and Macaraeg informed the Undersigned that Smartmatic-TIM Corporation mobilized their representatives/personnel in order to effect the pull-out/turn-over of the Vote Counting Machines (VCMs) pursuant to COMELEC's Letter-Authority dated 28 November 2016;
- 3.) The Undersigned informed Attys. Paz and Macaraeg that Smartmatic-TIM Corporation could not effect the pull-out of the said VCMs because COMELEC Director Julio Thaddeus P. Hernan (through a text message addressed to the Undersigned) ordered that no pull-out activities could be undertaken by Smartmatic-TIM Corporation's personnel/representatives.


 ROGELIO A. SALVADOR
 Detachment Commander
 COMELEC Sta. Rosa Warehouse

Witnessed by:


 LOUIS A. CAMPOS 12/3/2016


 ATTY. A.J. GERARDO T. PAZ

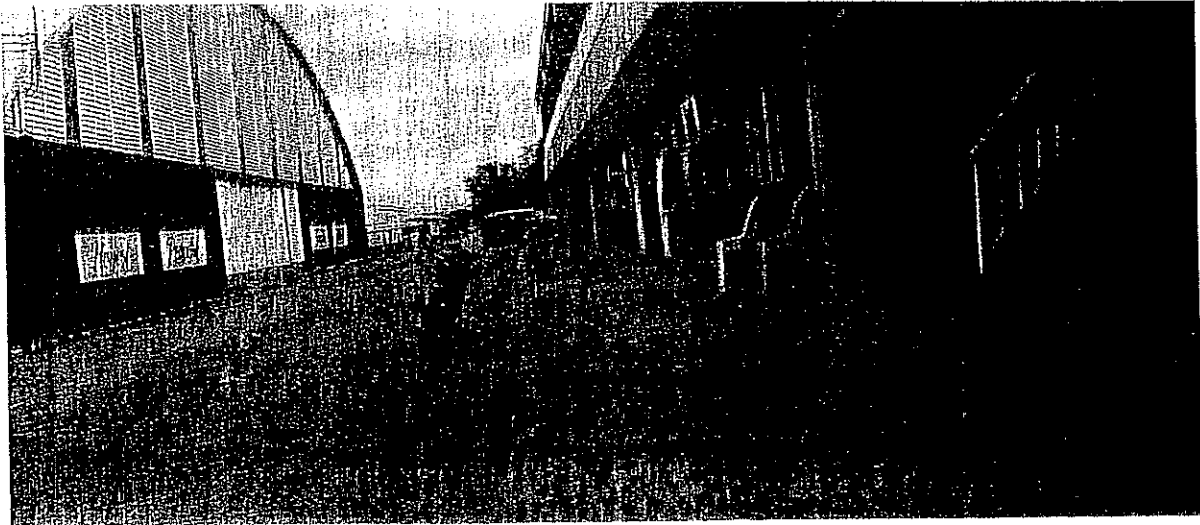

 ATTY. MAUREEN Z. MACARAEG 12/3/16


 E. XAVIER

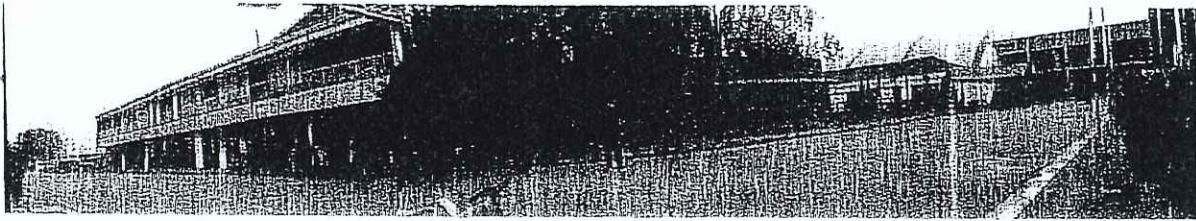
Noted.

The Smartmatic
 representatives
 was advised to
 coordinate to
 Mr. E. Moreno
 Smartmatic project
 coordinator.

Annex "C"



Annex C-1





VERIFIED DECLARATION

I, **JOSE ANGELO A. DAVID**, hereby declare that the documents hereto submitted electronically in accordance with the Efficient Use of Paper Rule are complete and true copies of the documents filed with the Supreme Court.



JOSE ANGELO A. DAVID

31 May 2017

SUBSCRIBED and SWORN TO before me on this 31st day of May 2017, affiant exhibiting his OSG Employee ID No. 2016-01003.



GERMAINE L. CHUA
State Solicitor

REPUBLIC OF THE PHILIPPINES

AFFIDAVIT OF SERVICE

(Revised as of April 1992)

SYLAP-0008.010000
0510 0000 0000 0000

I, _____ OFFICE OF THE SOLICITOR GENERAL,
with Office address at 134 Amoroso St., Legaspi Village Makati City, after being sworn to depose and say:

That on 05/31/2017, I caused to be served a copy of the following pleading/paper:

NATURE OF THE PLEADING

Manifestation/Compliance

In case No. P.E.T. CASE NO. 005, entitled FERDINAND BONGBONG R. MARCOS, JR.,

MARIA LEONOR LENI DAANG MATUWID G. ROBREDO

pursuant to Section 3,4,5 and 10, Rule 13 of the Rules of Court, as follows:

By Personal Service To:

() By depositing a copy to the party or his/her attorney
on _____ as shown on p _____.

() By leaving a copy in his/her clerk or with a person
having charge thereof on _____ as shown on p _____.

() By delivering a copy to the Court/Tribunal Office on
_____ as shown on p _____.

By Registered Mail To:

SARDILLO SARDILLO SALOM LAW OFFICE
U. 302, Taipan Place, F. Ortigas Avenue,
Center, Pasig City, Philippines

HON. ANDRES D. BAUTISTA, HON.
COMMISSION ON ELECTIONS
Intramuros, 1002 Manila, Philippines

ATTY. GEORGE ERWIN M. GARCIA and ATTY.
G.E. GARCIA LAW OFFICE Ground Floor Laiko
Building 372 Cabildo Street Intramuros, 1002,
Manila, Philippines

ATTY. ROMULO B. MACALINTAL
23 Cagayan Valley Street, Philamlife Village, Las
Pinas City, Philippines

PRESIDENTIAL ELECTORAL TRIBUNAL
Manila

() By depositing copy on 5/31/2017 in the Post
Office at _____ as evidenced by Registry
Receipt(s) No.(s) _____ hereto attached and
indicated after the name(s) of the addressee(s), and with
instruction to the postmaster to return the mail to the
sender after (10) days if undelivered.

Makati, Metro Manila, Philippines

XYLAN LIE S. SYCAYCO

16-020355-0111

(Affiant)

SUBSCRIBED AND SWORN to before me this 16 day of April, 2017, at Makati City, Philippines. Affiant exhibiting to me his 16-020355-0111 issued at Pasay City.



16-020355-0111

Solicitor, Officer Administering the Oath
Office of the Solicitor General