



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2019- 65**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "ICT Equipment Licenses and Support Services," which is composed of the following: Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall; Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System; Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall; Lot 4 - Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring; Lot 5 - License and Support Services for Forescout Network Access Control; and Lot 6 - License and Support Services for Bluecoat PacketShaper, with Approved Budgets for the Contract of P4,950,000.00; P11,010,000.00, P13,080,000.00, P1,165,000.00; P2,955,000.00; and P2,840,000.00, respectively, for a total of P36,000,000.00, authorized under the FY 2020 National Expenditure Program;

**WHEREAS**, on October 22, 2019, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, two (2) prospective bidders, namely: 1) Accent Micro Technologies Inc.; and 2) Trends and Technologies Inc., responded to the said Invitation and attended the Pre-bid Conference on October 29, 2019;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on November 5, 2019 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on November 12, 2019, only Trends and Technologies Inc. submitted bids for Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6; and only Accent Micro Technologies Inc. submitted a bid for Lot 2;

**WHEREAS**, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the submissions of Trends and Technologies Inc. for Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6 and the submission of Accent Micro Technologies Inc. for Lot 2 as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposals, the BAC declared the submissions of Trends and Technologies Inc. for Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6 as the Single Calculated Bid in the amounts of P4,898,000.00, P12,998,000.00, P1,158,000.00, P2,898,000.00, and P2,800,000.00, respectively, and the submission of Accent Micro Technologies Inc. for Lot 2 as the Single Calculated Bid in the amount of P10,821,559.36;

**WHEREAS**, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bids, the BAC found the following:

1. That the submissions of Trends and Technologies Inc. for Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6 passed all the criteria for post-qualification; thus, Trends and Technologies Inc. was declared as the Single Calculated and Responsive Bidder in the amounts of P4,898,000.00, P12,998,000.00, P1,158,000.00, P2,898,000.00, and P2,800,000.00, respectively; and
2. That the submission of Accent Micro Technologies Inc. for Lot 2 passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P10,821,559.36.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contracts for the Project, "ICT Equipment Licenses and Support Services," be awarded to Trends and Technologies Inc. for Lot 1, Lot 3, Lot 4, Lot 5, and Lot 6 and to Accent Micro Technologies Inc. for Lot 2, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

**ADOPTED**, this 22<sup>nd</sup> day of November 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**AMIEL G. DEL ROSARIO**  
*End-user Representative*

not present  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**EDEN D. PANGILINAN**  
*Member*

not present  
**ROWEL D. ESCALANTE**  
*Member*

  
**ROSEMARIE D. PAGALA**  
*Alternate Member*

  
**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*

not present  
**ACHILLES GERARD C. BRAVO**  
*Chairperson*

☒ Approved  
☐ Disapproved

  
**WENDEL E. AVISADO**  
*Secretary, DBM*

Date: \_\_\_\_\_





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

DEC 09 2019

**NOTICE OF AWARD**

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6F Trafalgar Plaza  
105 HV Dela Costa Street  
Salcedo Village, Makati City

Dear **Mr. Baquiran**:

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 1 (Licenses and Support Services for Fortinet Next Generation Firewall)," is hereby awarded to Trends and Technologies, Inc. in the amount of P4,898,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

DEC 09 2019

**MR. CHRISTOPHER B. GARCIA**

Accent Micro Technologies, Inc.  
8/F East Tower, Philippine Stock Exchange Center  
Exchange Road, Ortigas Center, Pasig city

Dear **Mr. Garcia**:

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P10,821,559.36.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

DEC 09 2019

**NOTICE OF AWARD**

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6F Trafalgar Plaza  
105 HV Dela Costa Street  
Salcedo Village, Makati City

Dear **Mr. Baquiran:**

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 3 (Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall)," is hereby awarded to Trends and Technologies, Inc. in the amount of P12,998,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

DEC 09 2019

**MR. GERRY A. BAQUIRAN**  
Trends and Technologies, Inc.  
6F Trafalgar Plaza  
105 HV Dela Costa Street  
Salcedo Village, Makati City

Dear **Mr. Baquiran:**

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 4 (License and Support Services for Solarwinds Network Analyzer and Performance Monitoring)," is hereby awarded to Trends and Technologies, Inc. in the amount of P1,158,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

DEC 09 2019

**NOTICE OF AWARD**

**MR. GERRY A. BAQUIRAN**

Trends and Technologies, Inc.  
6F Trafalgar Plaza  
105 HV Dela Costa Street  
Salcedo Village, Makati City

Dear **Mr. Baquiran**:

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 5 (License and Support Services for Forescout Network Access and Control)," is hereby awarded to Trends and Technologies, Inc. in the amount of P2,898,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

DEC 09 2019

**MR. GERRY A. BAQUIRAN**  
Trends and Technologies, Inc.  
6F Trafalgar Plaza  
105 HV Dela Costa Street  
Salcedo Village, Makati City

Dear **Mr. Baquiran**:

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 6 (License and Support Services for Bluecoat PacketShaper)," is hereby awarded to Trends and Technologies, Inc. in the amount of P2,800,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary







REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

DEC 09 2019\*

**MR. CHRISTOPHER B. GARCIA**

Accent Micro Technologies, Inc.  
8/F East Tower, Philippine Stock Exchange Center  
Exchange Road, Ortigas Center, Pasig city

Dear **Mr. Garcia:**

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P10,821,559.36.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

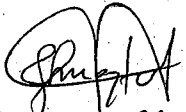
Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



\* The Project underwent Early Procurement Activities, and BAC Resolution No. 2019-65, adopted by the BAC on November 22, 2019, recommending award of the Contract for the Project, was approved by the Head of the Procuring Entity on December 9, 2019, the date reflected above.

However, in accordance with item 7.1 of GPPB Circular No. 06-2019, this Notice of Award is deemed issued on January 10, 2020, the date it was released to the Supplier.

  
Domingo Magtubo

1/10/2020



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

**MR. CHRISTOPHER B. GARCIA**

Accent Micro Technologies, Inc.  
8/F East Tower, Philippine Stock Exchange Center  
Exchange Road, Ortigas Center, Pasig city

Dear **Mr. Garcia**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
Secretary

I acknowledge receipt and acceptance of this Notice on: March 3, 2020

Name of Consultant and/or Representative: Christopher Garcia

Authorized Signature: [Signature]

**CONTRACT No. 2020-10**  
**ICT EQUIPMENT LICENSES AND SUPPORT SERVICES – LOT 2**  
**(LICENSES AND SUPPORT SERVICES FOR PALO ALTO**  
**INTRUSION DETECTION AND PREVENTION SYSTEM)**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**ACCENT MICRO TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 8/F East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented by its AVP – ICT Solutions, **CHRISTOPHER B. GARCIA**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

**WHEREAS**, the DBM conducted a public bidding for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," and the bid of the Supplier is in the amount of Ten Million Eight Hundred Twenty One Thousand Five Hundred Fifty Nine Pesos & 36/100 (P10,821,559.36), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last January 10, 2020, and the Supplier posted its performance security in the form of an Irrevocable Letter of Credit on January 17, 2020, in the amount of P541,077.97;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.

2. The following documents shall form and be read and construed as part of this Contract:

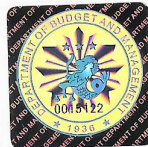
Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System), and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System), and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2020 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET  
AND MANAGEMENT

by:



**WENDEL E. AVISADO**  
*Secretary*

ACCENT MICRO TECHNOLOGIES, INC.

by:

**CHRISTOPHER B. GARCIA**  
*AVP – ICT Solutions*

SIGNED IN THE PRESENCE OF

**ANDREA CELENE M. MAGTALAS**

*Director IV*

Information and Communications Technology  
Systems Service

**Salvador Chua Jr**  
*PSG - Engineer*

**CERTIFIED FUNDS AVAILABLE**

**JEFFREY DM GALARPE**  
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 021011012020-01-53

ORS Date: 01/21/2020



## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City of **MANILA**, Philippines on this **FEB 21 2020** day of \_\_\_\_\_, 2020 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	
<b>CHRISTOPHER B. GARCIA</b>	Passport # <del>P4477365B</del> <b>P4477365B</b>	20 Jan 2030

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

This CONTRACT for the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this **FEB 21 2020** day of \_\_\_\_\_, 2020.

**ATTY. GARY CAMITAN AURE**

NOTARY PUBLIC, ROLL NO. 60777

PTN No. 9132171 Issued on Jan. 3, 2020 Until Dec. 31, 2020 Manila

IDP Lifetime No. 516550 Issued on Feb. 2, 2016

Commission No. 2020-024 Issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila

MCLE No. VI-0008798 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022

Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

Doc. No 58:  
Page No 12:  
Book No 2411  
Series of 2020.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

**CONTRACT No. 2020-10**  
**ICT EQUIPMENT LICENSES AND SUPPORT SERVICES – LOT 2**  
**(LICENSES AND SUPPORT SERVICES FOR PALO ALTO**  
**INTRUSION DETECTION AND PREVENTION SYSTEM)**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**ACCENT MICRO TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 8/F East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented by its AVP – ICT Solutions, **CHRISTOPHER B. GARCIA**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

**WHEREAS**, the DBM conducted a public bidding for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," and the bid of the Supplier is in the amount of Ten Million Eight Hundred Twenty One Thousand Five Hundred Fifty Nine Pesos & 36/100 (P10,821,559.36), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last January 10, 2020, and the Supplier posted its performance security in the form of an Irrevocable Letter of Credit on January 17, 2020, in the amount of P541,077.97;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System), and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System), and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2020 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET  
AND MANAGEMENT

by:

  
**WENDEL E. AVISADO**  
Secretary



ACCENT MICRO TECHNOLOGIES, INC.

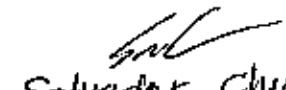
by:

  
**CHRISTOPHER B. GARCIA**  
AVP - ICT Solutions


SIGNED IN THE PRESENCE OF

  
**ANDREA CELENE M. MAGTALAS**  
Director IV

Information and Communications Technology  
Systems Service

  
**Salvador Chua Jr.**  
PSG - Engineer

**CERTIFIED FUNDS AVAILABLE**

  
**JEFFREY M. GALARPE**  
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 021011012020-01-53  
ORS Date: 01/21/2020

# ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of ~~MANILA~~, Philippines on this day of \_\_\_\_\_, 2020 personally appeared the following:

FEB 21 2020

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	

CHRISTOPHER B. GARCIA	Passport # P4477365B	20 Jan 2030
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known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of FEB 21 2020, 2020.

**ATTY. GARY CAMITAN AURE**

NOTARY PUBLIC, ROLL NO. 69777

Exp. Date: 01/2021 Issued on: Dec. 1, 2019 (PS) Dec. 31, 2020 Manila

GP (Prelim) No. 01/2019 Issued on: Feb. 1, 2019

Commission No. 01/2019 Issued on: Dec. 31, 2019 (PS) Dec. 31, 2020 Manila

2019 No. 01/2019 Issued on: Feb. 1, 2019 in Paly City (PS) April 10, 2020

Office Address: C/O 01/2019 (PS) 2019 Adolfo S. Reyes Street, Ermita, Manila

Doc. No. 58;  
Page No. 12;  
Book No. 2441  
Series of 2020.

*[Handwritten signatures and initials]*

*[Handwritten signature]*



**Bid Form  
(Revised)**

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Date: November 12, 2019

Invitation to Bid No.: **DBM-2020-06**

To: **Department of Budget and Management**  
DBM Bldg. III, General Solano St,  
San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, **"ICT Equipment Licenses and Support Services – Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System."** in conformity with the said Bidding Documents for the sum of **Ten Million Eight Hundred Twenty One Thousand Five Hundred Fifty Nine Pesos and Thirty Six Centavos Only (Php10,821,559.36).**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the **Accent Micro Technologies, Inc.** to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **"ICT Equipment Licenses and Support Services – Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System"** of the Department of Budget and Management.



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.

Dated this 12th day of November 2019.



Christopher B. Garcia  
*[Signature]*

AVP - ICT Solutions  
*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of Accent Micro Technologies, Inc.



**For Goods Offered From Within the Philippines**

Name of Bidder: **ACCENT MICRO TECHNOLOGIES, INC.** Invitation to Bid Number: **DBM-2020-06**  
Page 1 of 1.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	US	1 lot	PHP 9,662,106.57	0.00	PHP 1,159,452.79	0.00	PHP 10,821,559.36	PHP 10,821,559.36

  
**CHRISTOPHER B. GARCIA**

*[signature]*

**AVP – ICT SOLUTIONS**

*in the capacity of*

Duly authorized to sign Bid form and on behalf of **ACCENT MICRO TECHNOLOGIES, INC.**



**For Goods Offered From Abroad**

Name of Bidder: ACCENT MICRO TECHNOLOGIES, INC. Invitation to Bid Number: DBM-2020-06  
Page 1 of 1.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CFE port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIP or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
NA	NA	NA	NA	NA	NA	NA	NA	NA

  
CHRISTOPHER B. GARCIA

*[signature]*

AVP – ICT SOLUTIONS

*in the capacity of*

Duly authorized to sign Bid form and on behalf of ACCENT MICRO TECHNOLOGIES, INC.



## ***Section VI. Schedule of Requirements***

**(Revised)**

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


### ***Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System***

Item	Description	Delivery Date												
1.	<p><b><i>Palo Alto Intrusion Detection and Prevention System</i></b></p> <table><tr><td>Two units of Palo Alto 3260 with serial numbers:</td><td>2 licenses</td></tr><tr><td><ul style="list-style-type: none"><li>016401002571; and</li><li>016401002749</li></ul></td><td>(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)</td></tr><tr><td>And with the following features:</td><td></td></tr><tr><td><ul style="list-style-type: none"><li>Wildfire Sandboxing</li><li>AutoFocus Threat Intelligence</li><li>Threat Prevention</li><li>URL Filtering</li></ul></td><td></td></tr><tr><td>One (1) unit of Palo Alto Panorama M-200 with serial number 017607001052</td><td>1 license</td></tr><tr><td></td><td>(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)</td></tr></table>	Two units of Palo Alto 3260 with serial numbers:	2 licenses	<ul style="list-style-type: none"><li>016401002571; and</li><li>016401002749</li></ul>	(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)	And with the following features:		<ul style="list-style-type: none"><li>Wildfire Sandboxing</li><li>AutoFocus Threat Intelligence</li><li>Threat Prevention</li><li>URL Filtering</li></ul>		One (1) unit of Palo Alto Panorama M-200 with serial number 017607001052	1 license		(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)	Within fourteen (14) calendar days upon receipt of the Notice to Proceed (NTP)
Two units of Palo Alto 3260 with serial numbers:	2 licenses													
<ul style="list-style-type: none"><li>016401002571; and</li><li>016401002749</li></ul>	(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)													
And with the following features:														
<ul style="list-style-type: none"><li>Wildfire Sandboxing</li><li>AutoFocus Threat Intelligence</li><li>Threat Prevention</li><li>URL Filtering</li></ul>														
One (1) unit of Palo Alto Panorama M-200 with serial number 017607001052	1 license													
	(Subscription period from March 23, 2020 to January 31, 2022; see attached Revised Annex A, item III)													
2.	Submission of copy of certificates for the following Certified Professionals that will attend the maintenance and support	Certificates must be												



	services: <ul style="list-style-type: none"> <li>• Palo Alto Networks Certified Network Security Administrator (PCNSA); and</li> <li>• CISCO Certified Network Professional (routing and switching).</li> </ul>	submitted in the submission of bid documents and will be subject for post qualification.
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**I hereby certify to comply and deliver all the above requirements.**

<u>Accent Micro Technologies Inc.</u>		<u>Nov 11, 2019</u>
Name of Company/Bidder	Signature Over Printed Name of Representative	Date



## Section VII. Technical Specifications

(Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

*Lot 2 - Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System*

Specifications		Bidder's Statement of Compliance
I.	Duration of Contract (see attached Revised Annex A, item III)	Comply
II.	Scope of Work and Services (see attached Revised Annex A, item IV, 4.2)	Comply
III.	Service Level Agreement (see attached Revised Annex A, item V)	Comply
IV.	Warranties of the Contractor (see attached Revised Annex A, item IV)	Comply
V.	Confidentiality of Data (see attached Revised Annex A, item VII)	Comply
VI.	Terms of Payment (see attached Revised Annex A, item VIII)	Comply
VII.	Pre-Termination of Contract (see attached Revised Annex A, item IX)	Comply

I hereby certify to comply with all the above Technical Specifications.

Accent Micro Technologies Inc  
Name of Company/Bidder

Christopher Garcia  
Signature Over Printed Name of Representative

Nov 11, 2019  
Date



**TECHNICAL SPECIFICATIONS**  
**(Revised)**

**I. PROJECT TITLE**

Subscription of ICT Equipment Licenses and Support Services

**II. OBJECTIVE**

To continue and maintain the functionality of the following ICT Equipment in order to ensure the security and reliability of DBM Application Systems:

Lot 1	Licenses and Support Services for Fortinet Next Generation Firewall
Lot 2	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System
Lot 3	Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall
Lot 4	Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring
Lot 5	License and Support Services for Forescout Network Access Control
Lot 6	License and Support Services for Bluecoat PacketShaper

**III. DURATION OF THE CONTRACT**

The Contract for the Subscription of ICT Equipment Licenses and Support Services will be according to the following schedule:

LOT	PARTICULARS	DURATION
1	Licenses and Support Services for Fortinet Next Generation Firewall	March 1, 2020 to January 31, 2022
2	Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System	March 23, 2020 to January 31, 2022
3	Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall	June 22, 2020 to January 31, 2022
4	Licenses and Support Services for Solarwinds Network Analyzer and Performance Monitoring	March 1, 2020 to January 31, 2022
5	License and Support Services for Forescout Network Access Control	February 1, 2020 to January 31, 2022
6	License and Support Services for Bluecoat Packet Shaper	March 1, 2020 to January 31, 2022





#### IV. SCOPE OF WORK AND SERVICES

##### 4.1 Lot 1 - Licenses and Support Services for Fortinet Next Generation Firewall

4.1.1 The CONTRACTOR shall provide licenses and support services for the following Fortinet Equipment with in fourteen (14) calendar days from the receipt of NTP:

4.1.1.1 Two (2) units of FortiGate 1000C with serial numbers:

- FGT1KC3914801270
- FGT1KC3914802580

And with the following features

- IPS and Application Control
- Anti-Virus
- Web Filtering
- Mobile Malware Protection

4.1.1.2 Sixteen (16) units of Fortigate-90D with serial numbers:

- FGT90D3Z13004962
- FGT90D3Z14000664
- FGT90D3Z14000738
- FGT90D3Z14007845
- FGT90D3Z14000938
- FGT90D3Z14000781
- FGT90D3Z14001148
- FGT90D3Z14000666
- FGT90D3Z14008123
- FGT90D3Z14000632
- FGT90D3Z14000764
- FGT90D3Z14000765
- FGT90D3Z14000737
- FGT90D3Z14000727
- FGT90D3Z15001108
- FG90DP3Z16001668

And with the following features:

- IPS and Application Control
- Anti-Virus
- Web Filtering

4.1.1.3 One (1) unit of FortiManager-300D with serial number FM300D3M14000089.

4.1.1.4 One (1) unit of FortiAnalyzer-300D with serial number FL300D3M14000378.

4.1.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.



- 4.1.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM.
- 4.1.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.
- 4.1.5 The CONTRACTOR shall ensure the all Fortinet equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)
- 4.1.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.
- 4.1.7 The CONTRACTOR should transfer the existing Fortinet subscription account to the Chief of ICTSS - Network and Hardware Division.
- 4.1.8 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)
- 4.1.8.1 Fortinet Certified Network Security Expert (NSE) 5 and 7
- 4.1.8.2 CISCO Certified Network Professional (routing and switching)
- 4.1.9 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

#### **4.2 Lot 2 - Palo Alto Intrusion Detection and Prevention System**

- 4.2.1 The CONTRACTOR shall provide licenses and support services for the following Palo Alto Equipment within fourteen (14) calendar days from the receipt of NTP:
- 4.2.1.1 Two units of Palo Alto 3260 with serial numbers:
- 016401002571; and
  - 016401002749
- And with the following features:
- Wildfire Sandboxing
  - AutoFocus Threat Intelligence
  - Threat Prevention
  - URL Filtering
- 4.2.1.2 One (1) unit of Palo Alto Panorama M-200 with serial number 017607001052



- 4.2.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

- 4.2.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM.

- 4.2.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.

- 4.2.5 The CONTRACTOR shall ensure the all Palo Alto equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)

- 4.2.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.

- 4.2.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

4.2.7.1 Palo Alto Networks Certified Network Security Administrator (PCNSA)

4.2.7.2 CISCO Certified Network Professional (routing and switching)

- 4.2.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a final vertical stroke.

**4.3 Lot 3 - Licenses and Support Services for F5 Distributed Denial-of-Service Protection and Web Application Firewall**

4.3.1 The CONTRACTOR shall provide licenses and support services for the following F5 DDoS/WAF Solution within fourteen (14) calendar days from the receipt of NTP:

4.3.1.1 F5 Silverline DDoS Protection and Web Application Firewall with the following features:

- One (1) x F5 Silverline WAF Managed
- Ten (10) x F5 Silverline WAF Qualified Domain Name
- Fifty (50) Mbps F5 Silverline WAF Throughput

4.3.1.2 Two (2) units of F5 BIG-IP i4800 Best Bundle with serial number SMZD-YLVI and UECG-KUFG.

4.3.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.3.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM.

4.3.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.

4.3.5 The CONTRACTOR shall ensure the all F5 equipment and its components are up to date (e.g. firmware upgrade, software update, patches and etc.)

4.3.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.

4.3.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

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4.3.7.1 F5 Certified Technical Specialist

4.3.7.2 CISCO Certified Network Professional (routing and switching)

4.3.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

**4.4 Lot 4 – License and Support Services for Solarwinds Network Analyzer and Performance Monitoring**

4.4.1 The CONTRACTOR shall provide licenses and support services for the following within fourteen (14) calendar days from the receipt of NTP:

4.4.1.1 Orion Netflow Traffic Analyzer

4.4.1.2 Orion Network Performance Monitoring

4.4.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.4.3 The CONTRACTOR shall ensure that the Solarwinds Software is up-to-date.

4.4.4 The CONTRACTOR shall conduct a monthly check-up and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.

4.4.5 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

4.4.5.1 Solarwinds Certified Professional (SCP)

4.4.5.2 CISCO Certified Network Professional (routing and switching)

4.4.6 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

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**4.5 Lot 5 – License and Support Services for Forescout Network Access and Control**

4.5.1 The CONTRACTOR shall provide license and support services for the One (1) unit of Forescout CounterACT with serial number D17K700JA00240AN within fourteen (14) calendar days from the receipt of NTP.

4.5.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.5.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM.

4.5.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.

4.5.5 The CONTRACTOR shall ensure the Forescout CounterACT is up to date (e.g. firmware upgrade, software update and etc.)

4.5.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.

4.5.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

4.5.7.1 Forescout Certified Engineer (FCE)

4.5.7.2 CISCO Certified Network Professional (routing and switching)

4.5.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).



**4.6 Lot 6 – License and Support Services for Bluecoat PacketShaper:**

4.6.1 The CONTRACTOR shall provide license and support services for the One (1) unit of Bluecoat PacketShaper S400 with serial number 3817320245 within fourteen (14) calendar days from the receipt of NTP:

4.6.2 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support services. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.6.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM.

4.6.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.

4.6.5 The CONTRACTOR shall ensure the Bluecoat PacketShaper S400 is up to date (e.g. firmware upgrade, software update and etc.)

4.6.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report ( e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1<sup>st</sup> week of the succeeding month and subject for validation of an ICTSS Official.

4.6.7 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services: (certificates must be submitted in the submission of bid documents and will be subject for post qualification)

4.6.7.1 Bluecoat PacketShaper Specialist

4.6.7.2 CISCO Certified Network Professional (routing and switching)

4.6.8 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a final flourish.

## V. SERVICE LEVEL AGREEMENT

5.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages
5.1.1 Provision of License/s	The CONTRACTOR shall provide licenses and support services within fourteen (14) calendar days from the receipt of NTP.	One percent (1%) of the total contract price per LOT for everyday of delay.
5.1.2 Technical Support	The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.	1/10 <sup>th</sup> of 1% of the total contract price per LOT shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9 of the TOR
5.1.3 Replacement of Parts	The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the subscription period at no additional cost to the DBM as specified in Section 4.1.3, 4.2.3, 4.3.3, 4.5.3 and 4.6.3 of the TOR.	1/10 <sup>th</sup> of 1% of the total contract price per LOT shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9 of the TOR
5.1.4 Service Unit	The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period as specified in Section 4.1.4, 4.2.4, 4.3.4, 4.5.4 and 4.5.6 of the TOR	1/10 <sup>th</sup> of 1% of the total contract price per LOT shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9 of the TOR.
5.1.5 Preventive Maintenance and Monthly Report	The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for	1/10 <sup>th</sup> of 1% of the total contract price per LOT shall be imposed for every day of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9 of the TOR.





	validation of an ICTSS Official as specified in Section 4.1.6, 4.2.6, 4.3.6, 4.4.4, 4.5.6 and 4.6.6 of the TOR.	
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## VI. WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
- 6.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
- 6.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 6.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 6.8 The CONTRACTOR shall identify the certified technical support personnel that will be given authority to access and operate the specified equipment in LOT 1 to 6. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.
- 6.9 The CONTRACTOR shall provide a services which shall include technical support, provision of service unit, parts replacement for the hardware/appliance, preventive maintenance and monthly report which shall be covered by special bank guarantee equivalent to 10% of the total contract price per Lot. The said amount shall be released after the lapse of the subscription period. Provided that all conditions imposed under the contract have been fully met. The subscription period shall commence on the day the DBM issues the Certificate of Acceptance.



## **VII. CONFIDENTIALITY OF DATA**

- 7.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 7.2 The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate or disclose the Proprietary Information to 3rd parties without prior written approval of the DBM.

## **VIII. TERMS OF PAYMENT**

- 8.1 The CONTRACTOR shall be paid upon provision of licenses and support services per LOT of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
  - 8.2.1 Manufacturer Certificate of Maintenance or Proof of Enrollment for every LOT
  - 8.2.2 Sales Invoice/Billings per LOT
  - 8.2.3 Certificate of Acceptance issued by ICTSS Director per LOT
  - 8.2.4 Non-Disclosure Agreement per LOT
- 8.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

## **IX. PRE-TERMINATION OF CONTRACT**

- 9.1 The contract for the Subscription of ICT Equipment Licenses and Support Services may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.
- 9.2 In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.
- 9.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

*Approved by:*

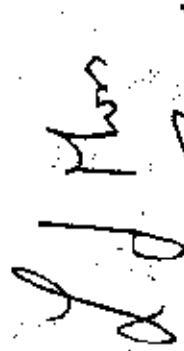
**AMIEL G. DEL ROSARIO**  
Information Technology Officer III, ICTSS



THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

## Salvador Lo Chua Jr

has successfully earned **Palo Alto Networks Certified Network Security Engineer** designation based on successfully completing the **PCNSE** exam, and therefore, demonstrates in-depth knowledge to design, install, configure, maintain and troubleshoot the Palo Alto Networks platform.

  
Linda Moss  
VP, Global Enablement

**April 04, 2019**

Certification Date

Expires: April 4, 2021

Certificate Code: PCNSE

Verification #: 73L4K3C12IR1IESK

<https://www.cer.meraki.com/PaloAltoNetworks/public/verification.aspx>

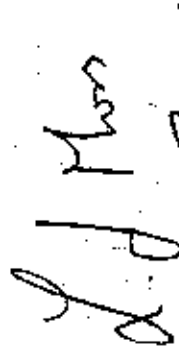
**PCNSE**

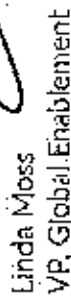
CERTIFIED TRUE COPY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

## Arnie Teves Baluyut

has successfully earned Palo Alto Networks Certified Network Security Engineer designation based on successfully completing the PCNSE exam, and therefore, demonstrates in-depth knowledge to design, install, configure, maintain and troubleshoot the Palo Alto Networks platform.

  
Linda Moss  
VP, Global Enablement

  
Linda Moss  
VP, Global Enablement

**August 23, 2019**

Certification Date  
Expires: August 23, 2021  
Certification Code: PCNSE

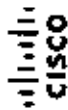
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## Cherubim Ramirez - CCNP Routing and Switching Certification Progress

Cherubim Ramirez - CSC012228329

Your current status is **Certified**

Status: **Certified** | **Enrolled** | **Certified** | **Expires**

### General Certifications Family

Professional

► **CCNP Routing and Switching**

**Certified**

**Sep 11, 2012**

**Jan 24, 2015**

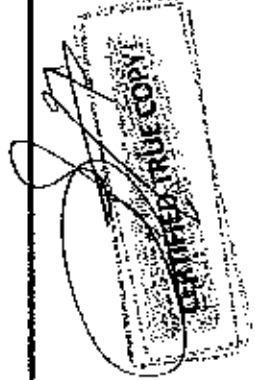
**Nov 3, 2020**

### Current Program Requirements

#### Achievement History

#### Recertification Progress

Requirement	Progress	Valid Beginning
CCNA 1 (350-099) CCNA Data Center	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNA 2 (352-001) Cisco Certified Design Expert	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNA 3 (352-017) Cisco Certified Design Expert Practical Exam	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 1 (400-051) CCNP Collaboration (CCIEC)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 2 (400-101) CCNP Routing and Switching (CCERS)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 3 (400-151) CCNP Data Center (DCIECC)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 4 (400-201) CCNP Service Provider (CCIESP)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 5 (400-251) CCNP Security (CCIESEC)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 6 (400-301) CCNP Wireless (CCIEW)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 7 (400-351) CCNP Recertification	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 8 (400-401) CCNP Recertification	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 9 (400-451) Troubleshooting Cisco Unified Computing (DCUCT)	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 10 (400-501) IP Telephony Troubleshooting	<input type="checkbox"/>	Valid beginning 01/01/2015.
CCNP 11 (400-551) Troubleshooting Cisco Unified Communications	<input type="checkbox"/>	Valid beginning 01/01/2015.



## ***Section IV. General Conditions of Contract***

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## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the ILOPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(h) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII, Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.



- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## *Section V. Special Conditions of Contract*



## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the <b>Department of Budget and Management (DBM)</b> .
1.1(i)	The Supplier is
1.1(j)	The Funding Source is:
	The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 National Expenditure Program in the amount of <b>Thirty Six Million Pesos (P36,000,000.00)</b> .
1.1(k)	The Project Site is: Department of Budget and Management General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:  Department of Budget and Management Information and Communications Technology Systems Service (ICTSS) 3 <sup>rd</sup> Floor, DBM Building II General Solano St., San Miguel, Manila Tel No. (02)8657-3300 loc. 2356  Contact Person: Andrea Celene M. Magtalas Director IV, ICTSS  The Supplier's address for Notices is:
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.3	Terms of Payment shall be in accordance with the provision under item IX of Annex A (Terms of Reference).
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	No further instructions.
16.1	No further instructions.
17.3	No further instructions.

17.4	No further instructions.
19.	<p>The imposition of liquidated damages in all instances shall be in accordance with item VI. Service Level Agreement of Annex A (Terms of Reference)</p> <p>The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date.</p> <p>Any request for extension not acted upon before delivery date shall be considered denied.</p>
21.1	The Supplier shall be responsible and liable for cost of repair due to damages caused by its own staff while implementing the project.



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLAND STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

DEC 09 2019\*

**MR. CHRISTOPHER B. GARCIA**

Accent Micro Technologies, Inc.  
8/F East Tower, Philippine Stock Exchange Center  
Exchange Road, Ortigas Center, Pasig city

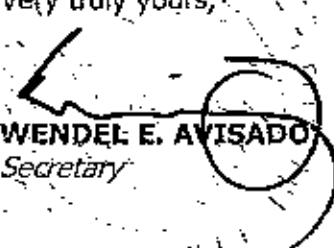
Dear **Mr. Garcia**:

We are pleased to inform you that the contract for the Project, "ICT Equipment Licenses and Support Services – Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P10,821,559.36.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

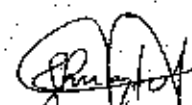
Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



\* The Project underwent Early Procurement Activities, and BAC Resolution No. 2019-65, adopted by the BAC on November 22, 2019, recommending award of the Contract for the Project, was approved by the Head of the Procuring Entity on December 9, 2019, the date reflected above.

However, in accordance with item 7.1 of GPPB Circular No. 06-2019, this Notice of Award is deemed issued on January 10, 2020, the date it was released to the Supplier.

  
Domingo Magtubo 1/10/2020



January 16, 2020

DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)  
General Solano Street, San Miguel, Manila

Gentlemen:

We hereby issue this Irrevocable Domestic Standby Letter of Credit No. ISB-130020000098 in your favor (hereinafter referred to as "BENEFICIARY") for the account of **ACCENT MICRO TECHNOLOGIES, INC.** (hereinafter referred to as "APPLICANT") with office address at 8<sup>th</sup> Floor East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, available by your drafts at sight in duplicate up to the aggregate amount of Philippine Pesos: **Five Hundred Forty One Thousand Seventy Seven and 97/100 Only (Php541,077.97).**

This Standby L/C guarantees the performance obligation of the **APPLICANT** for ICT Equipment Licenses and Support Services - Lot 2 (Licenses and Support Services for Palo Alto Intrusion Detection and Prevention System)-Project ID No. DBM-2020-06 covered under Notice of Award dated December 9, 2019.

Drawings under this Credit shall be made against presentation of the following:

1. The original of this Credit and amendment/s, if any.
2. Your sight drafts in duplicate drawn on Security Bank Corporation and marked "Drawn under Security Bank Corporation's Irrevocable Domestic Standby Letter of Credit No. ISB-130020000098 dated January 16, 2020".
3. Certification duly signed by your authorized signatory(ies) stating that the Applicant has been declared in default of its obligation.

This Credit is effective on **January 17, 2020** and shall expire on **January 6, 2022** at the counters of Security Bank Corporation, International Banking Services Division 3<sup>rd</sup> Floor, 6776 Ayala Avenue, Makati City.

We hereby engage with you that drafts drawn under and in compliance with the terms and conditions of this Credit, together with the specified documents stated herein, shall be duly honored upon presentation to us on or before **January 6, 2022**. This Credit shall cease to have any force or effect upon its expiration, whether or not the original credit is returned by the Beneficiary (any policy, rule, regulation of the Beneficiary to the contrary notwithstanding).

Furthermore, it is expressly agreed and understood that the Applicant shall, upon demand, have the sole and absolute liability to reimburse us for any drawings made under this Standby Letter of Credit.

Unless otherwise stated herein, this Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) International Chamber of Commerce Publication No. 600.

Very Truly Yours,

**SECURITY BANK CORPORATION**  
International Banking Services Division

By:

**RYAN ANTHONY J. ADINA**  
Manager

**NOEMI T. BOLIVAR**  
Asst. Vice President

For inquiries and comments, please call our 24-Hour Customer Service hotline at (632) 888-791-88 or email us at [customercare@securitybank.com.ph](mailto:customercare@securitybank.com.ph). Security Bank Corporation is supervised by Bangko Sentral ng Pilipinas with telephone number (632) 8708-7087 and email address [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph)

**SECURITY BANK CORPORATION**

Security Bank Centre, 6776 Ayala Avenue, Makati City, Philippines 0719  
Tel.: (+632) 888-78 • MCPO 2026 • [www.securitybank.com](http://www.securitybank.com)

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