



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

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2020-46**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Subscription of FortiGate-VM for AZURE," with an Approved Budget for the Contract of P1,700,000.00, authorized under the FY 2020 General Appropriations Act;

**WHEREAS**, on September 15, 2020, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, only one (1) prospective bidder, Accent Micro Technologies, Inc. (AMTI), responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on September 22, 2020;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on September 29, 2020 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on October 6, 2020, only one bidder, AMTI, submitted a bid;

**WHEREAS**, on October 6, 2020, after preliminary examination of the bid, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submission of AMTI as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after careful examination, validation and verification, the DBM-BAC determined that the eligibility, technical and financial components of the bid of AMTI have passed all the criteria for post-qualification;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bid of Accent Micro Technologies, Inc. for the Project, "Subscription of FortiGate-VM for AZURE," in the amount of P1,680,000.00 as the Single Calculated and Responsive Bid, in accordance with Section 36 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and

- 2) To recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contract for the Project be awarded to Accent Micro Technologies, Inc. in the above-mentioned amount, in accordance with Section 36, in relation to Section 34.4, of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 13<sup>th</sup> day of October 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.



Digitally signed by  
Amiel G. Del Rosario  
Date: 2020.10.19  
08:39:13 +08'00'

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



Digitally signed by  
Virgilio A. Umpacan Jr.  
Date: 2020.10.20  
07:23:06 +08'00'

**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

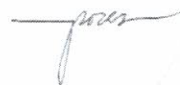


**JEANNE TERESITA V. IMPORTANTE**  
*Member*



Digitally  
signed by  
Ryan S. Lita

**RYAN S. LITA**  
*Member*



Digitally signed by  
Rowel D. Escalante  
Date: 2020.10.19  
08:54:15 +08'00'

**ROWEL D. ESCALANTE**  
*Member*



Digitally signed by  
Andrea Celene M.  
Magtalas  
Date: 2020.10.20  
08:27:24 +08'00'

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



Digitally  
signed by  
Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson*

☒ Approved

☐ Disapproved



**WENDEL E. AVISADO**  
*Secretary*

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





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

**NOTICE OF AWARD**

**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:**

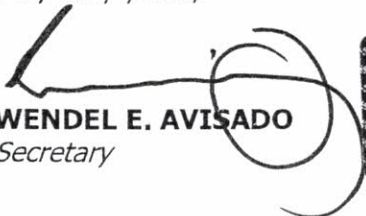
We are pleased to inform you that the contract for the Project, "Subscription of FortiGate-VM for AZURE," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P1,680,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance, in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.

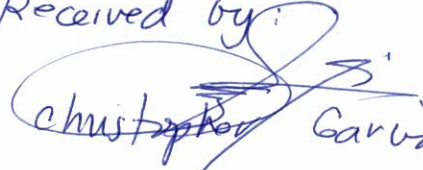
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the performance security and enter into a contract with the Department of Budget and Management.


Thank you and God Bless.

Very truly yours,


  
**WENDEL E. AVISADO**  
Secretary




Received by:  
  
Oct 27, 2020  
11:03 AM



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
LAND TRANSPORTATION OFFICE  
**PROFESSIONAL DRIVER'S LICENSE**





20190906

Last Name, First Name, Middle Name  
**GARCIA, CHRISTOPHER BERNAL**

Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	M	1970/09/15	78	1.66


Address  
**P5210 12-15 ST VILLAMOR AIR BASE PASAY CITY**

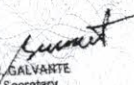
License No.	Expiration Date	Agency Code
<b>NO3-93-144752</b>	<b>2024/09/15</b>	<b>N15</b>

Blood Type	Eyes Color
-	<b>BLACK</b>

Restrictions	Conditions
<b>1,2</b>	<b>NONE</b>

Signature of Licensee



  
**EDGAR C. GALVANTE**  
Assistant Secretary





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

**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, "Subscription of FortiGate-VM for AZURE," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.


Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



I acknowledge receipt and acceptance of this Notice on NOV 06, 2020.

Name of Authorized Representative: Christopher Garcia

Signature: 

Received : NOV 6, 2020



**CONTRACT No. 2020-23**  
**SUBSCRIPTION OF FORTIGATE-VM FOR AZURE**

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 AUTHORIZED REPRESENTATIVE, CHRISTOPHER B. GARCIA**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Subscription of FortiGate-VM for AZURE," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of One Million Six Hundred Eighty Thousand Pesos (P1,680,000.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last \_\_\_\_\_, and the Supplier posted its performance security in the form of a \_\_\_\_\_ on \_\_\_\_\_, in the amount of \_\_\_\_\_ (P\_\_\_\_\_);

**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 Subscription of FortiGate-VM for AZURE, 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 Subscription of FortiGate-VM for AZURE, 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. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. 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**  
*Authorized and Designated Representative*

SIGNED IN THE PRESENCE OF

  
**ANDREA CELENE M. MAGTALAS**  
*Director IV*  
Information and Communications  
Technology Systems Service

  
\_\_\_\_\_  
Salvador Chua

## 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 NOV 05 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>	LTD - N03 - 93 - 144752	9/15/2024

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 Subscription of FortiGate-VM for AZURE was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of NOV 05 2020, 2020.

Doc. No. 267;  
Page No. 54;  
Book No. 210;  
Series of 2020.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777  
PTR No. 0132171 Issued on Feb. 2, 2016  
IBP License No. 0132171 Issued on Feb. 2, 2016  
Commission No. 2020-021 Issued on Feb. 2, 2020 Valid Until Dec. 31, 2021 Manila  
MCLE No. VI-0006796 Issued on Feb. 2, 2019 at Pasig City Valid Until April 30, 2022  
Office Address: GIF YMCA Building, 350 Antonio Villegas Street, Ermita, Manila



## Bid Form

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Date: OCTOBER 6, 2020  
Invitation to Bid No.: **DBM-2020-39**

**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 Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, **"Subscription of FortiGate – VM for Azure,"** in conformity with the said Bidding Documents for the sum of **One Million Six Hundred Eighty Thousand Pesos only (Php 1,680,000.00).**

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 **"Subscription of FortiGate – VM for Azure"** 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 6th day of October 2020.

  
CHERRY ANN M. MACASPAC  
[Signature]

SERVICES ACCOUNT MANAGER  
[In the capacity of]

Duly authorized to sign Bid for 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.

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>
1.	Delivery, Installation, Configuration, and Operationality of FortiGate-VM subscription and software licenses for AZURE		Within thirty (30) calendar days from the receipt of Notice to Proceed
2.	Submission of a copy of certificate for each of the following Certified Professionals (each certification must belong to a separate professional): <ul style="list-style-type: none"><li>- Fortinet Certified Network Security Expert (NSE) 4</li><li>- Fortinet Certified Network Security Expert (NSE) 7</li><li>- CISCO Certified Network Professional Enterprise</li></ul>		Copies of the certificates must be included in the bid submission and subject to post qualification (see attached Revised Annex A)
3.	Conduct of Training		As indicated in Revised Annex A

**Note:** The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

The delivery schedule indicated herein may be modified by the DBM-ICTSS during contract implementation with prior notice, written or verbal, to the Supplier. The DBM may likewise impose suspension of the project at any time during implementation, if necessary.

**I hereby certify to comply and deliver all the above requirements.**

Accent Micro Technologies, Inc.  
**Name of Company/Bidder**

  
Cherry Ann M. Macaspac  
**Signature Over Printed Name of Representative**

October 6, 2020  
**Date**



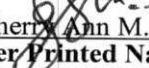
## ***Section VII. Technical Specifications*** **(Revised)**

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."

Specifications	Bidder's Statement of Compliance
<i>I. Objective (see attached Revised Annex A, Item II)</i>	Comply
<i>II. Duration of the Contract (see attached Revised Annex A, Item III)</i>	Comply
<i>III. Specifications (see attached Revised Annex A, Item IV)</i>	Comply
<i>IV. Scope of Work (see attached Revised Annex A, Item V)</i>	Comply
<i>V. Service Level Agreement (see attached Revised Annex A, Item VI)</i>	Comply
<i>VI. Warranties of the Contractor (see attached Revised Annex A, Item VII)</i>	Comply
<i>VII. Confidentiality of Data (see attached Revised Annex A, Item VIII)</i>	Comply
<i>VIII. Terms of Payment (see attached Revised Annex A, Item IX)</i>	Comply
<i>IX. Pre-Termination of Contract (see attached Revised Annex A, Item X)</i>	Comply

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

Accent Micro Technologies Inc.  
**Name of Company/Bidder**

  
Cherry Ann M. Macaspac  
**Signature Over Printed Name of Representative**

October 6, 2020  
**Date**





## TERMS OF REFERENCE (Revised)

### I. PROJECT TITLE

Subscription of FortiGate-VM for AZURE

### II. OBJECTIVE

To have a Firewall for Microsoft Azure with the flexibility to deploy as next-generation firewall and VPN Gateway with compatibility to the existing DBM Fortinet Firewall to have complete network protection with a comprehensive suite of security features that will protect DBM cloud-based applications and infrastructure against known cyber-security threats and newly emerging threats.

### III. DURATION OF THE CONTRACT

The contract for the Subscription of FortiGate-VM for AZURE shall be twelve (12) months from the issuance of the Certificate of Acceptance.

### IV. TECHNICAL SPECIFICATIONS

#### 4.1 Two (2) units of FortiGate-VM virtual appliance designed for all supported platforms with the following minimum specifications:

##### 4.1.1 Next-Generation Virtual Firewall

4.1.1.1 Combines threat prevention security capabilities into a single power virtual appliance instance

4.1.1.2 Reduces complexity by creating campus topology view and providing granular visibility of devices, users, and threat information

4.1.1.3 Identifies and stops threats with powerful intrusion prevention beyond port and protocol that examines the actual content of your network traffic

4.1.1.4 Extends security capabilities with Security Fabric integration

##### 4.1.2 VPN Gateway

4.1.2.1 VPN Gateways for FortiGate inter vNET VPN

4.1.2.2 Hybrid cloud site to site IPsec VPN

4.1.2.3 Remote access VPN

##### 4.1.3 Management

4.1.3.1 Ability to manage virtual and physical appliances from a single pane of glass management platform

4.1.3.2 VDOM-enabled models for multi-tenant environments (Only BYOL supports VDOM)

4.1.3.3 APIs for automation and orchestration with cloud and SDN extensions

#### 4.2 Two (2) units of Unified (UTM) Protection with the following minimum specifications:

4.2.1 24x7 FortiCare plus

4.2.2 Application Control

4.2.3 Intrusion Prevention system

4.2.4 Anti-Virus

4.2.5 Web Filtering

4.2.6 Antispam

4.2.7 FortiSandbox Cloud

## V. SCOPE OF SERVICES

- 5.1 The CONTRACTOR shall conduct a pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor's familiarization of the computing environment, and other implementation matters are discussed and finalized;
- 5.2 The CONTRACTOR shall provide a work-plan of activities for the duration of the project and a Deployment and/or Solution Architecture within a week from the pre-implementation meeting with DBM representatives. Said work-plan shall be validated and subject for approval of designated DBM official.
- 5.3 The CONTRACTOR supply, deliver, install, configure and make operational the following Fortigate- VM Subscription and Software Licenses within thirty (30) calendar days from the issuance of Notice to Proceed (NTP):
- 5.3.1 Two (2) FortiGate-VM virtual appliance designed for all supported platforms.
  - 5.3.2 Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)
- 5.4 The CONTRACTOR must provide assistance in the configuration site to site VPN connectivity of DBM Data Center and Microsoft Azure Data Center.
- 5.5 The CONTRACTOR must have the following Certified Professionals for the installation, maintenance and support services of FortiGate-VM in Azure, each certification must have an equivalent personnel: (certificates must be submitted in the submission of bid documents and will be subject for post-qualification)
- 5.5.1 Fortinet Certified Network Security Expert (NSE) 4
  - 5.5.2 Fortinet Certified Network Security Expert (NSE) 7
  - 5.5.3 CISCO Certified Network Professional Enterprise
- 5.6 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of a telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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.

- 5.7 The CONTRACTOR shall provide a Technology Transfer for the Management of FortiGate-VM based on the following schedule:

Technical Training	Schedule	No. of Participants	Duration
Management and Administration of FortiGate-VM in Azure	To be scheduled by the DBM-ICTSS prior to the engagement of the contract.	At least ten (10) participants	Minimum of One (1) working day

The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.

- 5.8 The CONTRACTOR shall provide as-built documentation of the FortiGate-VM in Azure set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment employed in the project as well as procedures for installation, uninstallation, configuration, integration, usage, backup and restoration within sixty (60) calendar days from the receipt of NTP.
- 5.9 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

## VI. SERVICE LEVEL AGREEMENT

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

Component	Description	Liquidated Damages
Supply, Delivery, Installation, Configuration, and Operationality	<p>The CONTRACTOR should supply, deliver, install, configure, and make operational the following Fortigate-VM Subscription and Software Licenses within thirty (30) calendar days from the issuance of Notice to Proceed (NTP):</p> <ul style="list-style-type: none"> <li>Two (2) FortiGate-VM virtual appliance designed for all supported platforms.</li> <li>Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)</li> </ul>	One percent (1%) of the total contract price shall be deducted for every day of delay.
Technical Support	<p>The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service that can be delivered in a form of a telephone call, electronic mail, and/or on- site support.</p> <p>The CONTRACTOR shall resolve every problem within four (4) hours after it was reported by DBM. 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.</p>	One-tenth (1/10 <sup>th</sup> ) of one percent (1%) of the total contract price shall be deducted for every hour of delay.

*Handwritten signature/initials*

## **VII. WARRANTIES OF THE CONTRACTOR**

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 7.2 The CONTRACTOR warrants represent and undertake the reliability of the services and that their manpower complements are hardworking, qualified/reliable, and dedicated to doing 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.
- 7.3 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 any other duly constituted authority relating to the use or operation of the installation.
- 7.4 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 7.5 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 7.6 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and operate the FortiGate-VM for Azure. DBM shall be informed through a formal notice on the change or replacement of technical personnel five (5) days before the actual rendering of technical support services.
- 7.7 The CONTRACTOR shall provide a one (1) - year warranty which shall include technical support and assistance which shall be covered by Performance Security Bond equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided all conditions imposed under the contract have been fully met.

The warranty shall commence on the day the DBM issued the Certificate of Acceptance.

## **VIII. CONFIDENTIALITY OF DATA**

- 8.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 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 the prior written approval of the DBM.

## **IX. TERMS OF PAYMENT**

- 9.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 9.2 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:



- 9.2.1 Sales Invoice/Billings
- 9.2.2 Training Manual
- 9.2.3 As-build Documentation
- 9.2.4 Certificate of Acceptance issued by ICTSS Director
- 9.2.5 Non-Disclosure Agreement

9.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

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

- 10.1 The contract for the Subscription of FortiGate-VM for AZURE may be pre-terminated by the DBM for any violation of the terms of the contract. In the case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days before such pre-termination.
- 10.2 In the case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.



**FORTINET®**

**NSE CERTIFIED**

This certifies that  
**Lemuelle Balatibat**  
has successfully completed  
**NSE 4 Network Security Professional**

DATE: July 22, 2019

CERTIFICATE NUMBER: RWMKwDabIC



**KEN XIE**  
CHIEF EXECUTIVE OFFICER  
FORTINET



**MICHAEL XIE**  
CHIEF TECHNOLOGY OFFICER  
FORTINET

**FORTINET.**  
NSE Certification  
Program

  
CERTIFIED TRUE COPY



# NSE Certified

This certifies that  
**Arnie Baluyut**

**has achieved Fortinet's Network Security Expert certification**  
**NSE 7 Network Security Architect**

**Certification Date:** September 21, 2020

**Certification Validity:** 2 years

**Certification Number:** KICXXIXZO

A handwritten signature in black ink, appearing to be "Ken Xie", written over a horizontal line.

**Ken Xie**  
CEO of Fortinet

A handwritten signature in black ink, appearing to be "Michael Xie", written over a horizontal line.

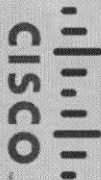
**Michael Xie**  
President and Chief Technology  
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## ***Section IV. General Conditions of Contract***

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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 HoPE 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.

(b) 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)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 General Appropriations Act in the amount of <b>One Million Seven Hundred Thousand Pesos (P1,700,000.00)</b>. The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>Department of Budget and Management Ground Floor, DBM Building III General Solano St., San Miguel, Manila Tel No. (02)657-3300 loc. 2356</p> <p>Contact Person: Director Andrea Celene M. Magtalas Information and Communications Technology Systems Service</p> <p>The Supplier's address for Notices is:</p>
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.
10.1	Payments shall be made only upon a certification by the DBM – ICTSS Director 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.
10.3	Terms of Payment shall be in accordance with the provision under Annex A.

	<p>In order to proceed with the payment process, the bidder must submit the following documents if said documents are not submitted during the deadline of submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <p>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</p> <p>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</p> <p>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD.</p>
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	The quantity of the Goods delivered to DBM shall be inspected by the Procuring Entity. However, inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
17.3	No further instructions
17.4	As indicated under Annex A.
19.0	<p>The imposition of liquidated damages in all instances shall be in accordance with item VI. Service Level Agreement of Annex "A"</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. Any request for extension not acted upon before delivery date shall be considered denied.</p>
21.1	No further instructions.







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

**NOTICE OF AWARD**

**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:**

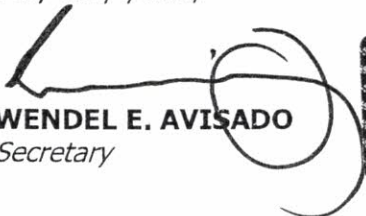
We are pleased to inform you that the contract for the Project, "Subscription of FortiGate-VM for AZURE," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P1,680,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance, in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.

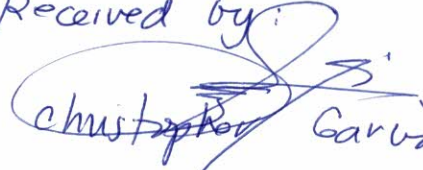
Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the performance security and enter into a contract with the Department of Budget and Management.

Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary



Received by:  
  
Oct 27, 2020  
11:03 AM

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
LAND TRANSPORTATION OFFICE  
**PROFESSIONAL DRIVER'S LICENSE**

Last Name, First Name, Middle Name  
**GARCIA, CHRISTOPHER BERNAL**

Nationality Sex Date of Birth Weight (kg) Height(m)  
PHL M 1970/09/15 78 1.66

Address  
P5210 12-15 ST VILLAMOR AIR BASE PASAY  
CITY

License No. Expiration Date Agency Code  
N03-93-144752 2024/09/15 N15

Blood Type Eyes Color  
BLACK

Restrictions Conditions  
1,2 NONE

Signature of Licensee

EDGAR C. GALVANTE  
Assistant Secretary