



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-41

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," with an Approved Budget for the Contract of P1,700,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

WHEREAS, on May 18, 2021, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) 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 May 25, 2021;

WHEREAS, during the submission and opening of bids on June 8, 2021, only one (1) bidder, AMTI, submitted a bid;

WHEREAS, 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 evaluation of the financial component of the bid, the DBM-BAC declared the submission of AMTI as the Single Calculated Bid in the amount of P1,650,000.00;

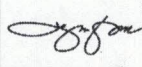
WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by AMTI, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of AMTI passed all the criteria for post-qualification.

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

1. To declare the bid of Accent Micro Technologies, Inc. for the Project, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," in the amount of P1,650,000.00 as the Single Calculated and Responsive Bid, in accordance with Section 34.4 in relation to Section 36 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and

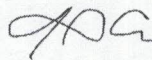
2. To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Accent Micro Technologies, Inc. in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

ADOPTED, this 15th day of June 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

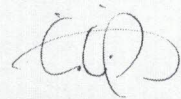
 Digitally signed
by Luis S.
Indefonso

LUIS S. INDEFONSO
End-user Representative

not present
DANTE B. DE CHAVEZ
Member

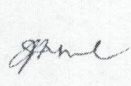
 Digitally signed
by Ryan S. Lita

RYAN S. LITA
Member

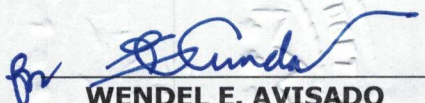
 Digitally signed
by Virgilio A.
Umpacan Jr.
VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative

 Digitally signed by
Rowel D. Escalante
ROWEL D. ESCALANTE
Member

 Digitally signed by
Andrea Celene M.
Magtalas
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

JUN 25 2021

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, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P1,650,000.00.


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 by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

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

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary


Christopher Garcia
AMT
June 29, 2021
9:25 AM



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

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**:

Pursuant to Section 37.2.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and as provided in the Notice of Award (NOA) which you received on June 29, 2021, you have ten (10) calendar days from receipt of the NOA to post the required performance security and enter into a contract with the Department of Budget and Management (DBM).

Further, as stated in Section 40.1¹ of the same IRR, failure to post the required performance security or enter into a contract with the DBM within the stipulated period shall cause the forfeiture of the bid security and the imposition of appropriate sanctions.

Relative to the foregoing, attached for your signature are eight (8) copies of the contract for the Project, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM."

Please submit the signed contract, together with the performance security, on or before July 9, 2021, 3:00 p.m., to the DBM-BAC Secretariat or through the Central Records Division, DBM Bldg. 3, Gen. Solano St., San Miguel Manila.


Thank you.

Very truly yours,

Joyce D. Digitally
signed by
Labao Joyce D. Labao

JOYCE D. LABAO

*OIC-Chief Administrative Officer
AS-Procurement Management Division*


Christopher Garcia
AMTI

June 29, 2021
9:25AM

¹ 40.1. If the bidder with the LCRB, HRRB, SCRB or SRRB fails, refuses or is unable to submit the documents required under Section 37.1 of this IRR or to make good its bid by entering into a contract with the Procuring Entity or post the required Performance Security within the period stipulated in this IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in this IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.



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

NOTICE TO PROCEED

JUL 12 2021

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, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," 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 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,



WENDEL E. AVISADO
Secretary

I acknowledge receipt and acceptance of this Notice on July 15, 2021.

Name of Authorized Representative: Cherry Ann Macaspac

Signature: 

CONTRACT No. 2021-24
RENEWAL OF LICENSES FOR THE SUBSCRIPTION OF AZURE
FORTIGATE-VM

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, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of One Million Six Hundred Fifty Thousand Pesos (P1,650,000.00), 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 June 29, 2021, and the Supplier posted its performance security in the form of a Irrevocable Domestic Standby Letter of Credit July 6, 2021, in the amount of Eighty Two Thousand Five Hundred Pesos (P 82,500.00);

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 Renewal of Licenses for the Subscription of AZURE FortiGate-VM, 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 Renewal of Licenses for the Subscription of AZURE FortiGate-VM, 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 _____, 2021 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 Representative

SIGNED IN THE PRESENCE OF


ANDREA CELESTE M. MAGTALAS
Director IV

Information and Communications Technology
Systems Service


CHERRY ANN MACASPAC
AMTI - SERVICES ACCOUNT MANAGER

ACKNOWLEDGMENT

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

MANILA

BEFORE ME, a Notary Public for and in the City of _____, Philippines, on this 14 day of JUL 2021, 2021 personally appeared the following:

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

CHRISTOPHER B. GARCIA

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

WITNESS MY HAND AND SEAL this 14 day of JUL 2021, 2021.

ATTY. GARY CAMITAN AURE

NOTARY PUBLIC, ROLL NO. 60777

PTR No. 9826456 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila

IBP Lifetime No. 014534 Issued on Feb. 2, 2016

Commission No. 2020-021 Issued on Jan. 31, 2020 until Dec. 31, 2021 Manila

MCLE No. VI-0006796 Issued on Feb. 20, 2016 at Pasig City Valid Until April 14, 2022

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

Doc. No. 121;

Page No. 27;

Book No. 17;

Series of 2021.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date: **June 2, 2021**

Project Identification No: **DBM-2021-34**

To: DEPARTMENT OF BUDGET AND MANAGEMENT

DBM Bldg. III, General Solano St.
San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers (None), the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Renewal of Licenses for the Subscription of AZURE FortiGate-VM** in conformity with the said PBDs for the sum of **One Million Six Hundred Fifty Thousand pesos only (Php 1,650,000.00)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

If our Bid is accepted, we undertake:

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

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of **Accent Micro Technologies, Inc.** as evidenced by the attached **Duly Notarized Secretary's Certificate.**



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


Name: CHRISTOPHER B. GARCIA

Legal Capacity: AVP – PSG Head

Signature: _____

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

Date: June 2, 2021



Section VI. Schedule of Requirements

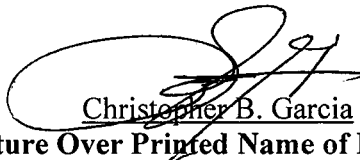
The delivery schedule stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Schedule
1	Renewal of Licenses for the Subscription of AZURE FortiGate-VM in accordance with Annex "A" (Detailed Technical Specifications)	1 Lot	The subscription period shall be from December 6, 2021 to December 5, 2022.

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

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

Accent Micro Technologies, Inc.
Name of Company/Bidder


Signature Over Printed Name of Representative

June 2, 2021
Date



Section VII. Technical Specifications

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of the letters 'S' and 'A' followed by a flourish.


Section VII. Technical Specifications

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.	Objective (<i>see attached Annex "A" Detailed Technical Specifications, item 2.0</i>)	Comply
II.	Subscription Period (<i>see attached Annex "A" Detailed Technical Specifications, item 3.0</i>)	Comply
III.	Specifications (<i>see attached Annex "A" Detailed Technical Specifications, item 4.0</i>)	Comply
IV.	Scope of Work (<i>see attached Annex "A" Detailed Technical Specifications, item 5.0</i>)	Comply
V.	Service Level Agreement (<i>see attached Annex "A" Detailed Technical Specifications, item 6.0</i>)	Comply
VI.	Warranties of the Contractor (<i>see attached Annex "A" Detailed Technical Specifications, item 7.0</i>)	Comply
VII.	Confidentiality of Data (<i>see attached Annex "A" Detailed Technical Specifications, item 8.0</i>)	Comply
VIII.	Terms of Payment (<i>see attached Annex "A" Detailed Technical Specifications, item 9.0</i>)	Comply
IX.	Pre-Termination of Contract (<i>see attached Annex "A" Detailed Technical Specifications, item 10</i>)	Comply

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

Accent Micro Technologies Inc.
Name of Company/Bidder


Signature Over Printed Name of Representative

June 2, 2021
Date



DETAILED TECHNICAL SPECIFICATIONS

1.0 PROJECT TITLE

Renewal of Licenses for the Subscription of AZURE FortiGate-VM

2.0 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.

3.0 SUBSCRIPTION PERIOD

The subscription period for the Renewal of Licenses for the Subscription of AZURE FortiGate-VM shall be for twelve (12) months (i.e., December 6, 2021 - December 5, 2022).

4.0 SPECIFICATIONS

4.1 The CONTRACTOR shall provide licenses and support services in the following AZURE FortiGate- VM Subscription and Software Licenses:

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

4.1.1.1 Next-Generation Virtual Firewall

- 4.1.1.1.1 Combines threat prevention security capabilities into a single power virtual appliance instance
- 4.1.1.1.2 Reduces complexity by creating campus topology view and providing granular visibility of devices, users, and threat information
- 4.1.1.1.3 Identifies and stops threats with powerful intrusion prevention beyond port and protocol that examines the actual content of your network traffic
- 4.1.1.1.4 Extends security capabilities with Security Fabric integration

4.1.1.2 VPN Gateway

- 4.1.1.2.1 VPN Gateways for FortiGate inter vNET VPN
- 4.1.1.2.2 Hybrid cloud site to site IPsec VPN
- 4.1.1.2.3 Remote access VPN

4.1.1.3 Management

- 4.1.1.3.1 Ability to manage virtual and physical appliances from a single pane of glass management platform
- 4.1.1.3.2 VDOM-enabled models for multi-tenant environments (Only BYOL supports VDOM)
- 4.1.1.3.3 APIs for automation and orchestration with cloud and SDN extensions



- 4.1.2 Two (2) units of Unified (UTM) Protection with the following minimum specifications:
 - 4.1.2.1 24x7 FortiCare plus
 - 4.1.2.2 Application Control
 - 4.1.2.3 Intrusion Prevention system
 - 4.1.2.4 Anti-Virus
 - 4.1.2.5 Web Filtering
 - 4.1.2.6 Antispam
 - 4.1.2.7 FortiSandbox Cloud

5.0 SCOPE OF WORK

- 5.1 The CONTRACTOR shall provide licenses and support services for the following AZURE FortiGate-VM Subscription and Software Licenses on December 6, 2021:
 - 5.1.1 Two (2) FortiGate-VM virtual appliance designed for all supported platforms.
 - 5.1.2 Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)
- 5.2 The CONTRACTOR must have the following Certified Professionals for the activation, maintenance and support services of AZURE FortiGate-VM, each certification must belong to a separate professional: (certificates must be submitted in the submission of bid documents and will be subject for post-qualification)
 - 5.2.1 Fortinet Certified Network Security Expert (NSE) 4
 - 5.2.2 Fortinet Certified Network Security Expert (NSE) 7
 - 5.2.3 CISCO Certified Network Professional Enterprise
- 5.3 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.
- 5.4 A Certificate of Acceptance shall be issued by the Director of Information and Communications Technology Systems Service (ICTSS) once all the requirements are fully met by the CONTRACTOR.

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

6.0 SERVICE LEVEL AGREEMENT

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

Component	Description	Liquidated Damages
Renewal	The CONTRACTOR provide licenses and support services of the following AZURE FortiGate-VM Subscription and Software Licenses on December 6, 2021: <ul style="list-style-type: none">Two (2) FortiGate-VM virtual appliance designed for all supported platforms.Two (2) Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)	One (1) % of the total contract price shall be imposed per day of delay.
Technical Support	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 onsite 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.	One-tenth (1/10th) of one percent (1%) of the total contract price shall be deducted for every hour of delay.

7.0 WARRANTIES OF THE CONTRACTOR

- 7.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this technical specifications.
- 7.2 The CONTRACTOR warrants the reliability of the services and their manpower complement. The CONTRACTOR further warrants that the technical staff assigned are qualified to provide the service required to the satisfaction of the DBM.
- The CONTRACTOR's personnel shall coordinate with the authorized and/or designated DBM ICTSS personnel in the performance of their jobs.
- 7.3 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest to the contract being bidded out.
- 7.4 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and operate the AZURE FortiGate-VM. The DBM shall be informed through a formal notice of the change or replacement of technical personnel five (5) days before the actual rendering of technical support services.



- 7.5 The CONTRACTOR shall provide a one (1)-year subscription which shall include technical support and assistance which shall be covered by special bank guarantee equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, further, that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The subscription shall commence on December 6, 2021.

8.0 CONFIDENTIALITY OF DATA

- 8.1 All project personnel of the CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
- 8.2 The DBM Enterprise Network System, its component, parts and all products, products samples and specifications, data, ideas, technology, and technical/non-technical materials, all or any which may be derived from any of the foregoing are confidential.
- 8.3 The CONTRACTOR agrees to hold all the foregoing information in strict confidence. The CONTRACTOR further agrees not to reproduce or disclose any confidential information to 3rd parties without the prior written approval of the DBM.

9.0 TERMS OF PAYMENT

- 9.1 The CONTRACTOR shall be paid a one-time payment for the Renewal of Licenses for the Subscription of AZURE FortiGate-VM upon completion of project implementation as specified in SECTION V of the technical specification 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 Statement of Account/ Billing Invoice/ Sales Invoice.
 - 9.2.2 Certificate of Acceptance issued by the ICTSS Director
 - 9.2.3 Non-Disclosure Agreement

No advance payment shall be made as provided for in Section 88 of Presidential Decree (PD) No. 1445 (Government Auditing Code of the Philippines).

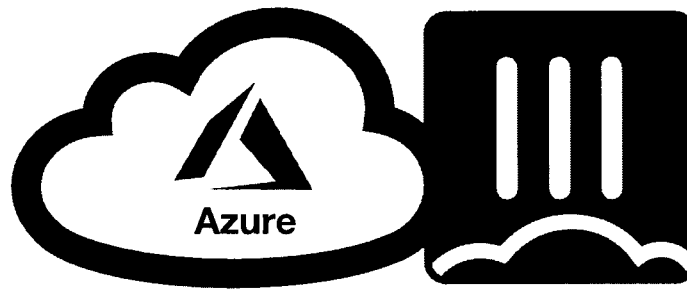
10.0 PRE-TERMINATION OF CONTRACT

The contract for the Renewal of Licenses for the Subscription of AZURE FortiGate-VM may be pre-terminated by the DBM for any violation of the terms thereof. In case of pre-termination, the CONTRACTOR shall be notified by the DBM thirty (30) days prior to actual pre-termination.



FortiGate®-VM on Microsoft Azure

Next Generation Firewall
VPN Gateway



The FortiGate-VM on Microsoft Azure delivers next generation firewall capabilities for organizations of all sizes, with the flexibility to be deployed as next generation firewall and/or VPN gateway. It protects against cyber threats with high performance, security efficacy, and deep visibility.

Security

- Identifies thousands of applications inside network traffic for deep inspection and granular policy enforcement
- Protects against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic
- Prevent and detect against known and unknown attacks using continuous threat intelligence from AI-powered FortiGuard Labs security services

Performance

- Delivers industry's best threat protection performance and ultra-low latency using purpose-built security processor (SPU) technology
- Provides industry-leading performance and protection for SSL encrypted traffic

Certification

- Independently tested and validated for best-in-class security effectiveness and performance
- Received unparalleled third-party certifications from NSS Labs

Networking

- Delivers advanced networking capabilities that seamlessly integrate with advanced layer 7 security and virtual domains (VDOMs) to offer extensive deployment flexibility, multi-tenancy and effective utilization of resources (only BYOL supports VDOM)
- Delivers high-density, flexible combination of various high-speed interfaces to enable best TCO for customers for data center and WAN deployments

Management

- Includes a management console that is effective, simple to use, and provides comprehensive network automation and visibility
- Provides Zero Touch Integration with Fortinet's Security Fabric's Single Pane of Glass Management
- Predefined compliance checklist analyzes the deployment and highlights best practices to improve overall security posture
- APIs for automation and orchestration with cloud and SDN extensions

Security Fabric

- Enables Fortinet and Fabric-ready partners' products to provide broader visibility, integrated end-to-end detection, threat intelligence sharing, and automated remediation



FortiManager



FortiAnalyzer



FortiWeb



FortiMail

Fortinet's comprehensive security virtual appliance lineup supports Microsoft Azure

DEPLOYMENT



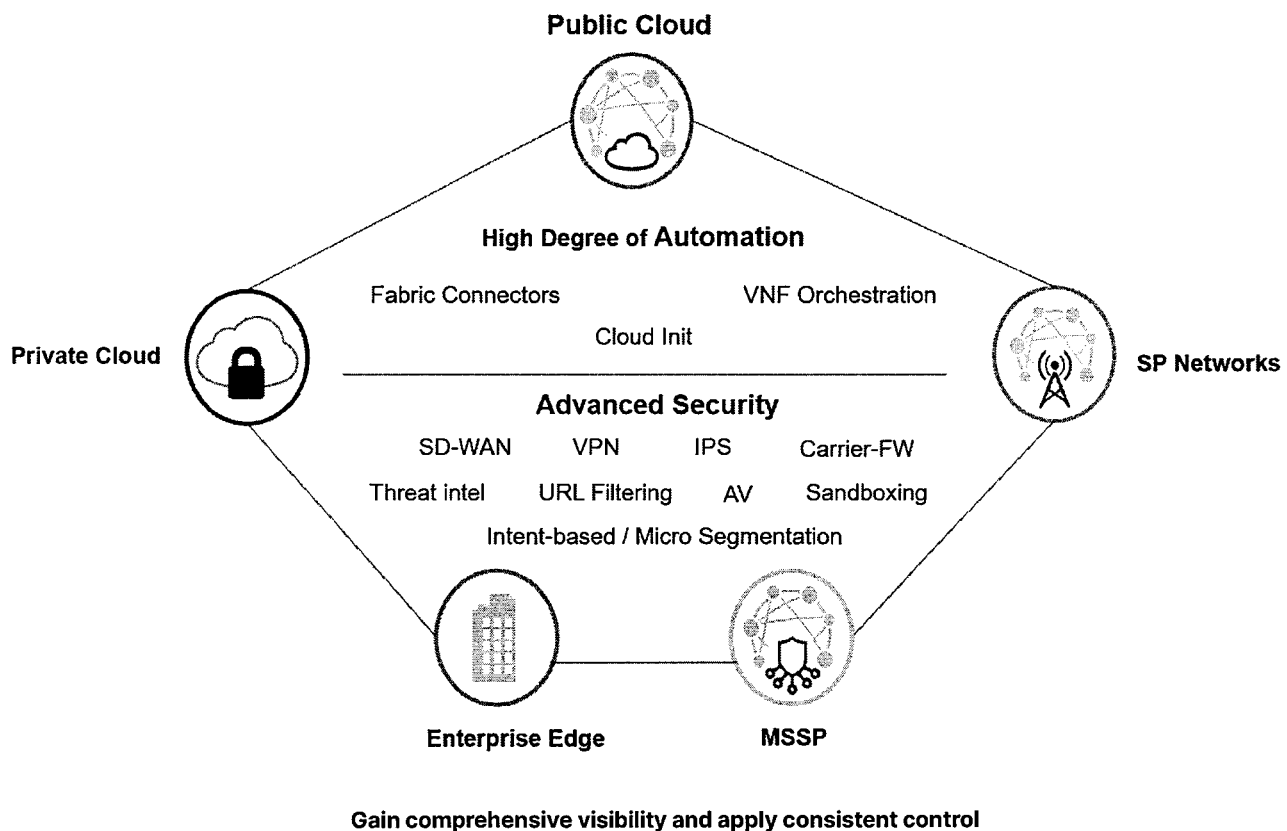
Next Generation Firewall (NGFW)

- Reduce complexity by combining threat protection security capabilities into single high-performance network security appliances
- Identify and stop threats with powerful intrusion prevention beyond port and protocol that examines the actual applications in your network traffic
- Delivers the industry's highest SSL inspection performance using industry-mandated ciphers while maximizing ROI
- Proactively blocks newly discovered sophisticated attacks in real-time with advanced threat protection



VPN Gateway

- VPN gateways for FortiGate inter-vNET VPN
- Hybrid cloud site-to-site IPsec VPN
- Remote access VPN



Azure Integration

- FortiOS embeds the latest autoscaling functionality, providing automation based on resource demand from your cloud workloads.
- Designed to ensure easy, consistent deployment for the most efficient systems and applications uptime with minimal disruption using Azure load balancing and two FortiGate-VMs.
- FortiOS works with Azure Traffic Manager to provide local access for customers for low latency while providing redundancy.



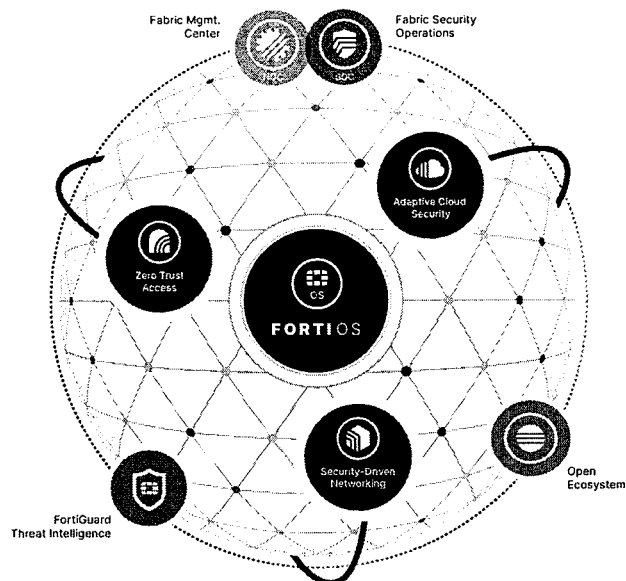
FORTINET SECURITY FABRIC

Security Fabric

The industry's highest-performing cybersecurity platform, powered by FortiOS, with a rich ecosystem designed to span the extended digital attack surface, delivering fully automated, self-healing network security.

- **Broad:** Coordinated detection and enforcement across the entire digital attack surface and lifecycle with converged networking and security across edges, clouds, endpoints and users
- **Integrated:** Integrated and unified security, operation, and performance across different technologies, location, deployment options, and the richest Ecosystem
- **Automated:** Context aware, self-healing network & security posture leveraging cloud-scale and advanced AI to automatically deliver near-real-time, user-to-application coordinated protection across the Fabric

The Fabric empowers organizations of any size to secure and simplify their hybrid infrastructure on the journey to digital innovation.



FortiOS™ Operating System

FortiOS, Fortinet's leading operating system enable the convergence of high performing networking and security across the Fortinet Security Fabric delivering consistent and context-aware security posture across network endpoint, and clouds. The organically built best of breed capabilities and unified approach allows organizations to run their businesses without compromising performance or protection, supports seamless scalability, and simplifies innovation consumption.

The release of FortiOS 7 dramatically expands the Fortinet Security Fabric's ability to deliver consistent security across hybrid deployment models consisting on appliances, software and As-a-Service with SASE, ZTNA and other emerging cybersecurity solutions.

SERVICES



FortiGuard™ Security Services

FortiGuard Labs offers real-time intelligence on the threat landscape, delivering comprehensive security updates across the full range of Fortinet's solutions. Comprised of security threat researchers, engineers, and forensic specialists, the team collaborates with the world's leading threat monitoring organizations and other network and security vendors, as well as law enforcement agencies.



FortiCare™ Services

Fortinet is dedicated to helping our customers succeed, and every year FortiCare services help thousands of organizations get the most from their Fortinet Security Fabric solution. We have more than 1,000 experts to help accelerate technology implementation, provide reliable assistance through advanced support, and offer proactive care to maximize security and performance of Fortinet deployments.



LICENSING

With a multitude of deployment methods supported across various private and public cloud deployments, FortiGate-VM for Microsoft Azure supports both on-demand (PAYG) and bring-your-own-license (BYOL) licensing models.

On-demand licensing is a highly flexible option for both initial deployments and growing them as needed. With a wide selection of supported instance types, there is a solution for every use case. This license offers FortiOS with a UTP bundle.

BYOL is ideal for migration use cases, where an existing private cloud deployment is migrated to a public cloud deployment. When using an existing license, the only additional cost would be the price for the Microsoft Azure instances.

FortiGate-VM can also be deployed in regional Azure such as Azure Government, Germany, and China.

Azure Stack is also supported (BYOL only).

SPECIFICATIONS

	VM-01/01V/01S	VM-02/02V/02S		VM-04/04V/04S	
System Requirement					
vCPU (Minimum / Maximum)	1 / 1	1 / 2		1 / 4	
Technical Specifications					
Network Interface Support (Minimum / Maximum) ¹	1 / 24	1 / 24		1 / 24	
Virtual Domains (Default / Maximum) ²	10 / 10	10 / 25		10 / 50	
Firewall Policies	10,000	10,000		200,000	
System Performance		Accelerated Networking OFF	Accelerated Networking ON	Accelerated Networking OFF	Accelerated Networking ON
Instance Shape to be Measured		Ds2_v2 (2vCPU)		D4s_v3 (4vCPU)	
Azure Expected Bandwidth ³		1,500 Mbps		2,000 Mbps	
Firewall Throughput (UDP Packets) in Mbps		700	1,520	850	1,950
New Sessions / Second (TCP)		7,000	10,000	7,500	9,000
IPS Throughput in Mbps ⁴		460	1,520	780	1,930
IPS HTTP 1M in Mbps ⁴		510	1,530	820	1,940
SSL Inspection Throughput in Mbps ⁵		500	920	730	1,090
Application Control Throughput in Mbps ⁶		470	1,515	800	1,930
NGFW Throughput ⁷		500	550	500	700
Threat Protection Throughput ⁸		450	500	500	650
IPsec VPN Throughout (SHA2-256) with UDP 1518 bytes		840	1,420	750	1,850

Note: All performance values are "up to" and vary depending on system configuration. PAYG supports only up to 32 vCPU instances.

Actual performance may vary depending on the network and system configuration. Please note that these metrics are updated periodically as the product performance keeps improving through internal testing. The discrepancy in the performance numbers may be noted in different versions of the document so please make sure to refer to the latest datasheets.

Performance metrics were observed using FortiGate-VM BYOL instances using FOS v6.2.2, except for SSL Inspection, which uses v6.4.2.

1. Applicable to 6.4.0+. The actual working number of consumable network interfaces varies depending on Microsoft Azure instance types/sizes and may be less.
2. FG-VMxxV and FG-VMxxS series do not come with a multi-VDOM feature by default.

You can add it by applying separate VDOM addition perpetual licenses. See ORDER INFORMATION for VDOM SKUs.

3. The latest information about Microsoft Azure bandwidth is found on <https://docs.microsoft.com/en-us/azure/virtual-machines/windows/sizes-general>.
4. IPS performance is measured using Enterprise Traffic Mix and 1 Mbyte HTTP.
5. Using TLS ECDHE RSA WITH AES 256 GCM SHA384 (2K).
6. Application Control performance is measured with 64 Kbyte HTTP traffic.
7. NGFW performance is measured with IPS and Application Control enabled, based on Enterprise Traffic Mix.
8. Threat Protection performance is measured with IPS and Application Control and Malware protection enabled, based on Enterprise Traffic Mix.



SPECIFICATIONS

	VM-08/08V/08S	VM-16/16V/16S	VM-32/32V/32S	VM-UL/ULV/ULS
System Requirement				
vCPU (Minimum / Maximum)	1 / 8	1 / 16	1 / 32	1 / Unlimited
Technical Specifications				
Network Interface Support (Minimum / Maximum) ¹	1 / 24	1 / 24	1 / 24	1 / 24
Virtual Domains (Default / Maximum) ²	10 / 500	10 / 500	10 / 500	10 / 500
Firewall Policies	200,000	200,000	200,000	200,000
System Performance				
	Accelerated Networking OFF	Accelerated Networking ON	Accelerated Networking OFF	Accelerated Networking ON
Instance Shape to be Measured	D8s_v3 (8vCPU)		D16s_v3 (16vCPU)	
Azure Expected Bandwidth ³	4,000 Mbps		8,000 Mbps	
Firewall Throughput (UDP Packets) in Mbps	900	3,800	1,870	5,000
New Sessions / Second (TCP)	7,700	10,000	9,000	11,300
IPS Throughput in Mbps ⁴	950	3,820	1,050	6,800
IPS HTTP 1M in Mbps ⁴	970	3,840	1,050	6,910
SSL Inspection Throughput in Mbps ⁵	820	2,400	880	3,950
Application Control Throughput in Mbps ⁶	950	3,830	1,100	6,900
NGFW Throughput ⁷	700	1,400	620	1,900
Threat Protection Throughput ⁸	700	1,400	620	1,880
IPsec VPN Throughout (SHA2-256) with UDP 1518 bytes	900	2,700	1,450	4,500

Note: All performance values are "up to" and vary depending on system configuration. PAYG supports only up to 32 vCPU instances.

Actual performance may vary depending on the network and system configuration. Please note that these metrics are updated periodically as the product performance keeps improving through internal testing. The discrepancy in the performance numbers may be noted in different versions of the document so please make sure to refer to the latest datasheets.

Performance metrics were observed using FortiGate-VM BYOL instances using FOS v6.2.3, except for SSL inspection, which uses v6.4.2.

1. Applicable to 6.4.0+. The actual working number of consumable network interfaces varies depending on Microsoft Azure instance types/sizes and may be less.
2. FG-VMxxV and FG-VMxxS series do not come with a multi-VDOM feature by default.

You can add it by applying separate VDOM addition perpetual licenses. See ORDER INFORMATION for VDOM SKUs.

3. The latest information about Microsoft Azure bandwidth is found on <https://docs.microsoft.com/en-us/azure/virtual-machines/windows/sizes-general>.
4. IPS performance is measured using Enterprise Traffic Mix and 1 Mbyte HTTP.
5. Using TLS ECDHE RSA WITH AES 256 GCM SHA384 (2K).
6. Application Control performance is measured with 64 Kbyte HTTP traffic.
7. NGFW performance is measured with IPS and Application Control enabled, based on Enterprise Traffic Mix.
8. Threat Protection performance is measured with IPS and Application Control and Malware protection enabled, based on Enterprise Traffic Mix.



For the sizing guide, please refer to the sizing document available on www.fortinet.com



ORDERING INFORMATION

The following are SKUs that can be acquired for the BYOL scheme. For the PAYG/On-Demand subscription, various instance/VM types are available on the Marketplace. BYOL is perpetual licensing, as opposed to PAYG/On-Demand, which is an hourly subscription available with marketplace-listed products.

Product	SKU	Description
FortiGate-VM01	FG-VM01, FG-VM01V	FortiGate-VM 'virtual appliance' 1x vCPU core. No VDOM by default for FG-VM01V model.
FortiGate-VM02	FG-VM02, FG-VM02V	FortiGate-VM 'virtual appliance' 2x vCPU cores. No VDOM by default for FG-VM02V model.
FortiGate-VM04	FG-VM04, FG-VM04V	FortiGate-VM 'virtual appliance' 4x vCPU cores. No VDOM by default for FG-VM04V model.
FortiGate-VM08	FG-VM08, FG-VM08V	FortiGate-VM 'virtual appliance' 8x vCPU cores. No VDOM by default for FG-VM08V model.
FortiGate-VM16	FG-VM16, FG-VM16V	FortiGate-VM 'virtual appliance' 16x vCPU cores. No VDOM by default for FG-VM16V model.
FortiGate-VM32	FG-VM32, FG-VM32V	FortiGate-VM 'virtual appliance' 32x vCPU cores. No VDOM by default for FG-VM032V model.
FortiGate-VMUL	FG-VMUL, FG-VMULV	FortiGate-VM 'virtual appliance' Unlimited vCPU cores. No VDOM by default for FG-VMULV model.
Optional Accessories/Spares	SKU	Description
Virtual Domain License Add 5	FG-VDOM-5-UG	Upgrade license for adding 5 VDOMs to FortiOS 5.4 and later, limited by platform maximum VDOM capacity.
Virtual Domain License Add 15	FG-VDOM-15-UG	Upgrade license for adding 15 VDOMs to FortiOS 5.4 and later, limited by platform maximum VDOM capacity.
Virtual Domain License Add 25	FG-VDOM-25-UG	Upgrade license for adding 25 VDOMs to FortiOS 5.4 and later, limited by platform maximum VDOM capacity.
Virtual Domain License Add 50	FG-VDOM-50-UG	Upgrade license for adding 50 VDOMs to FortiOS 5.4 and later, limited by platform maximum VDOM capacity.
Virtual Domain License Add 240	FG-VDOM-240-UG	Upgrade license for adding 240 VDOMs to FortiOS 5.4 and later, limited by platform maximum VDOM capacity.

The number of configurable VDOMs can be stacked up to the maximum number of supported VDOMs per vCPU model. Refer to Virtual Domains (Maximum) under SPECIFICATIONS.

The following SKUs adopt the annual subscription licensing scheme:

Product	SKU	Description
FortiGate-VM01-S	FC1-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (1 vCPU core)
FortiGate-VM02-S	FC2-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (2 vCPU cores)
FortiGate-VM04-S	FC3-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (4 vCPU cores)
FortiGate-VM08-S	FC4-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (8 vCPU cores)
FortiGate-VM16-S	FC5-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (16 vCPU cores)
FortiGate-VM32-S	FC6-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (32 vCPU cores)
FortiGate-VMUL-S	FC7-10-FGVVS-<Support Bundle>-02-DD	Subscriptions license for FortiGate-VM (Unlimited vCPU cores)
Support Bundle		
258	FortiCare services (only) included	
815	Enterprise Bundle included	
820	360 Protection Bundle included	
990	UTP Bundle included	

FortiOS 6.2.3+ and 6.4.0+ support the FortiGate-VM S-series. The FortiGate-VM S-series does not have RAM restrictions on all vCPU levels. FortiManager 6.2.3+ and 6.4.0+ support managing FortiGate-VM S-series devices.



BUNDLES


**FortiGuard
Bundle**

FortiGuard Labs delivers a number of security intelligence services to augment the FortiGate firewall platform. You can easily optimize the protection capabilities of your FortiGate with one of these FortiGuard Bundles.

Bundles	360 Protection	Enterprise Protection	Unified Threat Protection	Advanced Threat Protection
FortiCare	ASE ¹	24x7	24x7	24x7
FortiGuard App Control Service	•	•	•	•
FortiGuard IPS Service	•	•	•	•
FortiGuard Advanced Malware Protection (AMP) — Antivirus, Mobile Malware, Botnet, CDR, Virus Outbreak Protection and FortiSandbox Cloud Service	•	•	•	•
FortiGuard Web and Video* Filtering Service	•	•	•	
FortiGuard Antispam Service	•	•	•	
FortiGuard Security Rating Service	•	•		
FortiGuard IoT Detection Service	•	•		
FortiGuard Industrial Service	•	•		
FortiConverter Service	•	•		
SD-WAN Orchestrator Entitlement	•			
SD-WAN Cloud Assisted Monitoring	•			
SD-WAN Overlay Controller VPN Service	•			
Fortinet SOCaaS	•			
FortiAnalyzer Cloud	•			
FortiManager Cloud	•			

1. 24x7 plus Advanced Services Ticket Handling 2. Available when running FortiOS 7.0

FORTINET
www.fortinet.com

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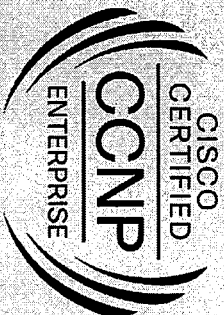


Cisco Certifications

Francisli P Lilles

has successfully completed the Cisco certification exam requirements and is recognized as a

Cisco Certified Network Professional Enterprise



Date Certified January 29, 2015
Valid Through August 17, 2023
Cisco ID No. CSC011751713

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 6437VQ3NLDQE1Y63

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Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

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: KICXYXIXZO

A handwritten signature in black ink, appearing to read "Ken Xie", positioned above a horizontal line.

Ken Xie
CEO of Fortinet

A handwritten signature in black ink, appearing to read "Michael Xie", positioned above a horizontal line.

Michael Xie
President and Chief Technology
Officer (CTO), Fortinet



Verify this certification's authenticity at:
https://training.fortinet.com/mod/customcert/verify_certificate.php

CERTIFIED TRUE COPY

FORTINET[®]
NSE Institute

NSE Certified

This certifies that

Gian Paulo Pusung

has achieved Fortinet's Network Security Expert certification
NSE 4 Network Security Professional

Certification Date: October 3, 2020

Certification Validity: 2 years

Certification Number: QeT3HgJSys



Ken Xie
CEO of Fortinet



Michael Xie
President and Chief Technology
Officer (CTO), Fortinet



Verify this certification's authenticity at:

https://training.fortinet.com/mod/customcert/verify_certificate.php

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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the 2016 Revised IRR of RA No. 9184.

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Andrea Celene M. Magtalas, Information and Communications Technology Systems Service.</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment schedule shall be in accordance with item 9.0 of Annex “A” Detailed Technical Specifications.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ol style="list-style-type: none"> Renewed Mayor’s/Business Permit in lieu of the submitted expired permit; Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder’s faithful performance of obligations under the contract, subject to the following:</p> <ol style="list-style-type: none"> Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for

	<p>one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</p> <p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications 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.</p>



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

JUN 25 2021

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, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM," is hereby awarded to Accent Micro Technologies, Inc. in the amount of P1,650,000.00.


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 by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

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

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary


Christopher Garcia
AMT
June 29, 2021
9:25 AM



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

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**:

Pursuant to Section 37.2.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and as provided in the Notice of Award (NOA) which you received on June 29, 2021, you have ten (10) calendar days from receipt of the NOA to post the required performance security and enter into a contract with the Department of Budget and Management (DBM).

Further, as stated in Section 40.1¹ of the same IRR, failure to post the required performance security or enter into a contract with the DBM within the stipulated period shall cause the forfeiture of the bid security and the imposition of appropriate sanctions.

Relative to the foregoing, attached for your signature are eight (8) copies of the contract for the Project, "Renewal of Licenses for the Subscription of AZURE FortiGate-VM."

Please submit the signed contract, together with the performance security, on or before July 9, 2021, 3:00 p.m., to the DBM-BAC Secretariat or through the Central Records Division, DBM Bldg. 3, Gen. Solano St., San Miguel Manila.


Thank you.

Very truly yours,

Joyce D. Digitally
signed by
Labao Joyce D. Labao

JOYCE D. LABAO

*OIC-Chief Administrative Officer
AS-Procurement Management Division*


Christopher Garcia
AMTI

June 29, 2021
9:25AM

¹ 40.1. If the bidder with the LCRB, HRRB, SCRB or SRRB fails, refuses or is unable to submit the documents required under Section 37.1 of this IRR or to make good its bid by entering into a contract with the Procuring Entity or post the required Performance Security within the period stipulated in this IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in this IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.



July 1, 2021

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-130021001141** 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 8th 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: Eighty Two Thousand Five Hundred Only (Php82,500.00)**.

This Standby LC guarantees the performance obligation of the **APPLICANT** for the Renewal of Licenses for the Subscription of **AZURE FortiGate-VM** covered under Notice of Award dated June 25, 2021.

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-130021001141** dated July 1, 2021".
3. Certification duly signed by your authorized signatory(ies) stating that the Applicant has been declared in default of its obligation.

This Credit will expire on **June 26, 2022** at the counters of Security Bank Corporation, International Banking Services Division 3rd Floor, 6776 Ayala Avenue, Makati City.

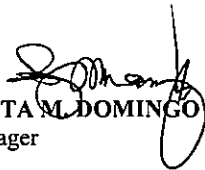
We hereby engage with you that drafts drawn under and in compliance with the terms and conditions of this Credit, together with the specified documents stated herein, shall be duly honored upon presentation to us on or before **June 26, 2022**. This Credit shall cease to have any force or effect upon 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:


SANTA M. DOMINGO
Manager


CECILIA L. PAGUINTO
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. Security Bank Corporation is supervised by Bangko Sentral ng Pilipinas with telephone number (632) 8708-7087 and email address consumeraffairs@bsp.gov.ph