



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

SUPPLEMENTAL/BID BULLETIN (SBB) NO. 1

This SBB No. 1 dated October 29, 2019 for the Project, "Subscription of CISCO Equipment Licenses and Support Services," is issued to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of said Documents.

PARTICULARS

Section VI. Schedule of Requirements

1. Licenses and Subscription Period

The contract duration for the Subscription of CISCO Equipment licenses and support services should be according to the following schedule.

DESCRIPTION	MODEL	QTY	SUBSCRIPTION PERIOD
WLAN Controller	CISCO 5520	2 units	April 22, 2020 to December 31, 2021
	Cisco AIR-CT2504-K9	4 units	February 1, 2020 to December 31, 2021
Access Point	AIR-AP2802I-A-K9	70 units	April 22, 2020 to December 31, 2021
	Cisco AIR-LAP1262N-A-K9	43 units	February 1, 2020 to December 31, 2021
Core Switch	C6807-XL-S6T-BUN	2 units	February 1, 2020 to December 31, 2021
Router	CISCO 2901/K9	16 units	February 1, 2020 to December 31, 2021
	CISCO 3925/K9	2 units	February 1, 2020 to December 31, 2021
	CISCO 2801	1 unit	February 1, 2020 to December 31, 2021
	CISCO 2811	1 unit	February 1, 2020 to December 31, 2021
Access Switch	WS-2960S-48FPS-L	17 units	February 1, 2020 to December 31, 2021
	WS-C2960X-48FPS-L	10 units	February 1, 2020 to December 31, 2021
	WS-C3750X-24P-S	4 units	February 1, 2020 to December 31, 2021
	WS-C2960X-48FPD-L	15 units	February 22, 2020 to December 31, 2021

	WS-C2960+48TC-L	5 units	February 1, 2020 to December 31, 2021
	CISCO 930024UX	1 unit	June 22, 2020 to December 31, 2021
Server	UCS C240 M4	1 unit	February 1, 2020 to December 31, 2021

The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within seven (7) calendar days from the receipt of Notice to Proceed (NTP).

AMENDMENTS/CLARIFICATIONS

Section VI. Schedule of Requirements

1. Licenses and Subscription Period

The contract duration for the Subscription of CISCO Equipment licenses and support services should be according to the following schedule.

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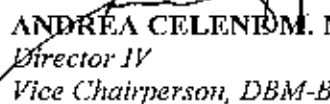
The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within ~~fourteen (14) calendar days~~ from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020.

PARTICULARS		AMENDMENTS/CLARIFICATIONS	
Section VII. Technical Specifications – Annex A Detailed Technical Specifications		Section VII. Technical Specifications – Annex A Detailed Technical Specifications	
III. DURATION OF THE CONTRACT		III. DURATION OF THE CONTRACT - See revised Detail Technical Specification	
IV. SCOPE OF WORK AND SERVICES 4.1 The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within seven (7) calendar days from the receipt of Notice to Proceed (NTP). ... 4.6 The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1 st week of the succeeding month and subject for validation of an ICTSS Official.		IV. SCOPE OF WORK AND SERVICES 4.1 The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within seven (7) fourteen (14) calendar days from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020. ... 4.6 The CONTRACTOR shall conduct a monthly quarterly preventive maintenance and submit a monthly quarterly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1 st week of the succeeding month and subject for validation of an ICTSS Official.	
V. SERVICE LEVEL AGREEMENT		V. SERVICE LEVEL AGREEMENT	
Component	Description	Component	Description
5.1.1 Provision of License/s	The CONTRACTOR shall provide licenses and support services for the CISCO Equipment within seven (7) calendar	5.1.1 Provision of License/s	The CONTRACTOR shall provide licenses and support services for the CISCO Equipment within seven (7) fourteen

PARTICULARS		AMENDMENTS/CLARIFICATIONS	
	days from the receipt of Notice to Proceed (NTP).		(14) calendar days from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020.
5.1.5 Preventive Maintenance and Monthly Report	The CONTRACTOR shall conduct a monthly preventive maintenance and submit a monthly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.	5.1.5 Preventive Maintenance and Monthly Quarterly Report	The CONTRACTOR shall conduct a monthly quarterly preventive maintenance and submit a monthly quarterly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.

Other matters:

- The "No Contact Rule" shall be strictly observed. Bidders are not allowed to call or talk to any member of the Bids and Awards Committee, Technical Working Group or Secretariat effective November 5, 2019 right after the opening of bids.
- For guidance and information of all concerned.


ANDREA CELENIO M. MAGTALAS
Director IV
Vice Chairperson, DBM-BAC

Section VI. Schedule of Requirements (Revised)

1. Licenses and Subscription Period

The contract duration for the Subscription of CISCO Equipment licenses and support services should be according to the following schedule.

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Server	UCS C240 M4	1 unit	February 1, 2020 to January 31, 2022

The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within fourteen (14) calendar days from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020.

2. ***Provision for certified professionals to render on-call support and maintenance to DBM***

Submission of certificates of at least four (4) Certified Professionals (one for each certification) who will render on-call support and maintenance to DBM (certificates must be submitted during the Submission and Opening of Bids, as part of the Eligibility and Technical Components, and subject for post qualification).

- 1 CISCO Certified Network Professional (Routing and Switching)
- 1 CISCO Certified Network Professional (Wireless)
- 1 CISCO Certified Network Associate (Routing and Switching)
- 1 CISCO Certified Network Associate (Wireless)

3. ***Technical Training***

Provide Technical Training at CISCO Authorized Training Center within two (2) months from receipt of the NTP.

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

Name of Company/Bidder

Signature over Printed Name of Representative

Date

Section VII. Technical Specifications (Revised)

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

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

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

Name of Company/Bidder

Signature over Printed Name of Representative

Date

**DETAILED TECHNICAL SPECIFICATIONS
(Revised)**

I. PROJECT TITLE

Subscription of CISCO Equipment Licenses and Support Services

II. OBJECTIVE

To continue and maintain the functionality of the CISCO Equipment in order to ensure the availability and connectivity of DBM's Network and Application Systems.

III. DURATION OF THE CONTRACT

The contract duration for the Subscription of CISCO Equipment licenses and support services should be according to the following schedule.

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	WS-C2960+48TC-L	5 units	February 1, 2020 to January 31, 2022
Server	CISCO 930024UX	1 unit	June 22, 2020 to January 31, 2022
	UCS C240 M4	1 unit	February 1, 2020 to January 31, 2022

IV. SCOPE OF WORK AND SERVICES

4.1 The CONTRACTOR shall provide licenses and support services for the following CISCO Equipment within fourteen (14) calendar days from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020.

- 4.1.1 Two (2) units of CISCO Wireless Controller 5520 with serial numbers:
 - FCH2251V10F
 - FCH2304V0ZM
- 4.1.2 Four (4) units of CISCO Wireless Controller AIR-CT2504-K9 with serial numbers:
 - PSZ17010NFK
 - PSZ17010CQQ
 - PSZ164808BF
 - PSZ164808LI
- 4.1.3 Seventy (70) units of CISCO AIR-AP2802I-A-K9 Access Point with serial numbers:
 - FGL2306A1NH
 - FGL2306A1NJ
 - FGL2306A1MA
 - FGL2306A1MB
 - FGL2306A1MQ
 - FGL2306A1N9
 - FGL2306A1N8
 - FGL2306A1N7
 - FGL2306A1NA
 - FGL2306A1NG
 - FGL2306A1NF
 - FGL2306A1NE
 - FGL2306A1NC
 - FGL2306A1NB
 - FGL2306A1LU
 - FGL2306A1LV
 - FGL2306A1M5
 - FGL2306A1M1
 - FGL2306A1LT
 - FGL2306A1LS
 - FGL2306A1ND
 - FGL2306A1LP
 - FGL2306A1MS
 - FGL2306A1MH
 - FGL2306A1MP
 - FGL2306A1M4
 - FGL2306A1N1
 - FGL2306A1MJ
 - FGL2306A1MR
 - FGL2306A1MY

- FGL2306A1N3
- FGL2306A1N2
- FGL2306A1LG
- FGL2306A1LZ
- FGL2306A1N4
- FGL2306A1MU
- FGL2306A1MW
- FGL2306A1MK
- FGL2306A1LW
- FGL2306A1MM
- FGL2306A1LQ
- FGL2306A1LJ
- FGL2306A1M0
- FGL2306A1MN
- FGL2306A1M6
- FGL2306A1LN
- FGL2306A1LM
- FGL2306A1M7
- FGL2307A010
- FGL2306A1N6
- FGL2306A1LL
- FGL2306A1M2
- FGL2306A1N5
- FGL2306A1M8
- FGL2306A1MD
- FGL2306A1MC
- FGL2306A1ME
- FGL2306A1ML
- FGL2306A1MX
- FGL2306A1MV
- FGL2306A1N0
- FGL2306A1MZ
- FGL2306A1M9
- FGL2306A1MG
- FGL2306A1MF
- FGL2306A1MT
- FGL2306A1M3
- FGL2306A1LK
- FGL2306A1LH
- FGL2306A1LR

4.1.4 Forty three (43) units of CISCO AIR-CT5502-K9 Access Point with serial numbers:

- FGL1714SB11
- FGL1714SB14
- FGL1714SB0W
- FGL1714SB10

- FGL1714SB13
- FGL1714SB15
- FGL1714SB1J
- FGL1714SB12
- FGL1714SB0T
- FGL1726S5FE
- FGL1726S5F9
- FGL1726S5FZ
- FGL1726S5FA
- FGL1726S5FD
- FGL1726S5EX
- FGL1726S5EZ
- FGL1726S5F6
- FGL1726S5FN
- FGL1726S5F1
- FGL1726S5FB
- FGL1726S5F4
- FGL1726S5F3
- FGL1726S5F5
- FGL1726S5FK
- FGL1726S5FS
- FGL1726S5F0
- FGL1726S5FP
- FGL1726S5FC
- FGL1726S5EW
- FGL1726S5EV
- FGL1726S5F7
- FGL1726S5FM
- FGL1726S5F8
- FGL1726S5F2
- FGL1705S8CS
- FGL1705S8D0
- FGL1705S8CZ
- FGL1705S8CY
- FGL1750S8D5
- FGL1705S8CT
- FGL1705S8D1
- FGL1705S8D2
- FGL1705S8CV

4.1.5 Two (2) units of CISCO Core Switch C6807-XL-S6T-BUN with the following serial numbers and its components:

- FGE22264P5Z
- FGE22264P5V

Card Type	Model	Serial No.
DCEF2T 4 port 40GE / 16 port 10GE	C6800-16P10G	JAE224501JN
DCEF2T 4 port 40GE / 16 port 10GE	C6800-16P10G	JAE224501LF
Supervisor Engine 6T 10GE w/ CTS Acti	C6800-SUP6T	JAE22440AF1
DCEF2T 8 port 40GE / 32 port 10GE	C6800-32P10G	JAE22430BE11

4.1.6 Sixteen (16) units of CISCO 2901/K9 Router with serial numbers:

- FGL183322SZ
- FGL202625H9
- FGL183322SY
- FGL202625HB
- FGL202625H6
- FGL202625H7
- FGL202625HC
- FGL202625H8
- FGL183322TO
- FGL183322SS
- FGL183322SV
- FGL183322SW
- FGL202625H5
- FGL183322ST
- FGL183322SU
- FGL183322U7

4.1.7 Two (2) units of CISCO 3925/K9 Router with serial numbers:

- FGL1833113K
- FGL1833113J

4.1.8 One (1) unit of CISCO 2801 Router with serial number FTX1102Z128

4.1.9 One (1) unit of CISCO 2811 Router with serial number FHK1345F0FL

4.1.10 Seventeen (17) units of CISCO Switch WS-2960S-48FPS-L with the following serial numbers:

- FOC1703Z0DZ
- FOC1703Z0FS
- FOC1702W1J0
- FOC1703Z0DX
- FOC1703Z0DU
- FOC1703Z0E0
- FOC1703Z0IU
- FOC1703Z0FI1
- FOC1703Z0DP

- FOC1703Z0FZ
- FOC1703Z0F0
- FOC1712Z04V
- FOC1712Z04W
- FOC1712Z04M
- FOC1712Z07J
- FOC1712Z04N
- FOC1712Z07T

4.1.11 Ten (10) units of CISCO Switch WS-C2960X-48FPS-L with serial numbers:

- FOC2139T01H
- FOC2138T2QG
- FOC2138V2R0
- FOC2139T01W
- FOC2139V0ED
- FOC2139V0EP
- FOC2139V0F4
- FOC2139V0F9
- FOC2139V0FG
- FOC2139V0FX

4.1.12 Four (4) units of CISCO Switch WS-C3750X-24P-S with serial numbers:

- FDO1746H0EA
- FDO1746H0EB
- FDO1703X09T
- FDO1639R2FX

4.1.13 Fifteen (15) units of CISCO Switch WS-C2960X-48FPD-L with serial numbers:

- FCW2303B0FT
- FCW2303B0JR
- FOC2303T0LA
- FCW2303B0L9
- FCW2303B0G2
- FCW2303B0KS
- FCW2303B0JW
- FCW2303B0JX
- FOC2303T0LU
- FCW2303B0JA
- FCW2303B0FL
- FOC2303T0L5
- FCW2303B0JU
- FOC2303T0LT
- FOC2303T0L3

4.1.14 Five (5) units of CISCO Switch WS-C2960+48TC-L with serial numbers:

- FOC1831Y2V7
- FOC1831Y2W1
- FOC1831Y2UW
- FOC1831Y2VII
- FOC1831Y2W2

4.1.15 One (1) unit of CISCO Switch CISCO 930024UX with serial number FCW2251L091

4.1.16 One (1) unit of CISCO UCS C240 M4 Server with serial number FCH2149V0Q8

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

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

The CONTRACTOR shall resolve every problem on all CISCO Equipment and its components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

4.3 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of four (4) working hours during the subscription period at no additional cost to the DBM.

4.4 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within (4) working hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.

4.5 The CONTRACTOR shall ensure the CISCO Equipment is up to date (e.g. firmware upgrade, software update and etc.)

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

4.7 The CONTRACTOR shall provide Technical Training at CISCO Authorized Training Center based on the following schedule:

Technical Training	Schedule	No. of Participants	Duration
Implementing Cisco Wireless Network Fundamentals (WIFUND) 1.0	Within two (2) month from the receipt of NTP.	At least five (5) participants	Minimum of five (5) days

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

4.8 The CONTRACTOR must have the following Certified Professionals that will attend the maintenance and support services

4.8.1 CISCO Certified Network Professional (Routing and Switching)

4.8.2 CISCO Certified Network Professional (Wireless)

4.8.3 CISCO Certified Network Associate (Routing and Switching)

4.8.4 CISCO Certified Network Associate (Wireless)

The certificates must be submitted during the Submission and Opening of Bids, as part of the Eligibility and Technical Components, and subject for post qualification.

V. SERVICE LEVEL AGREEMENT

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

Component	Description	Liquidated Damages
5.1.1 Provision of License/s	The CONTRACTOR shall provide licenses and support services for the CISCO Equipment within fourteen (14) calendar days from the receipt of Notice to Proceed (NTP) but not beyond February 1, 2020.	One (1) % of the total contract price for everyday of delay.
5.1.2 Technical Support	The CONTRACTOR shall resolve every problem on all CISCO Equipment and its components within four (4) hours after it was reported during the subscription period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.	1/10 th of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9.
5.1.3 Replacement of Parts	The CONTRACTOR shall replace the defective	1/10 th of 1% of the total contract price shall be

	parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of four (4) working hours during the subscription period at no additional cost to the DBM.	imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9.
5.1.4 Service Unit	The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within (4) working hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the subscription period.	1/10th of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9.
5.1.5 Preventive Maintenance and Quarterly Report	The CONTRACTOR shall conduct a quarterly preventive maintenance and submit a quarterly report (e.g. status report, health check, performance, updates, recommendations and etc.). Said report shall be submitted every 1st week of the succeeding month and subject for validation of an ICTSS Official.	1/10th of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9.
5.1.6 Technical Training	The CONTRACTOR shall provide Technical Training at CISCO Authorized Training Center within two (2) months from the receipt of NTP.	1/10th of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee as specified in Section 6.9.

VI. WARRANTIES OF THE CONTRACTOR

- 6.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- 6.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID

displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.

- 6.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions.
- 6.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- 6.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- 6.6 The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.
- 6.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- 6.8 The CONTRACTOR shall identify the certified technical support personnel that will be given authority to access and operate the specified equipment. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.
- 6.9 The CONTRACTOR shall provide a services which shall include technical support, provision of service unit, parts replacement for the hardware/appliance, preventive maintenance and monthly report which shall be covered by special bank guarantee equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the subscription period. Provided that all conditions imposed under the contract have been fully met.

The subscription period shall commence on the day the DBM issues the Certificate of Acceptance.

VII. CONFIDENTIALITY OF DATA

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

VIII. TERMS OF PAYMENT

- 8.1 The CONTRACTOR shall be paid upon provision of licenses and support services of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).
- 8.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
 - 8.2.1 Manufacturer Certificate of Maintenance for the following CISCO equipment:
 - 8.2.1.1 Two (2) units of Cisco 5520 Wireless LAN Controller
 - 8.2.1.2 Seventy (70) units of Cisco AIR-AP2802I-A-K9 Access Point
 - 8.2.1.3 Two (2) units of Cisco C6807-XL-S6T-BUN Core Switch
 - 8.2.1.4 Sixteen (16) units of Cisco 2901/K9 Router
 - 8.2.1.5 Ten (10) units of Cisco WS-C2960X-48FPS-I Access Switch
 - 8.2.1.6 Fifteen (15) units of Cisco WS-C2960X-48FPD-L Access Switch
 - 8.2.1.7 One (1) unit of Cisco 930024UX Access Switch
 - 8.2.1.8 One (1) unit of Cisco UCS C240 M4 Server
 - 8.2.2 Sales Invoice/Billings
 - 8.2.3 Certificate of Acceptance issued by ICTSS Director
 - 8.2.4 Non-Disclosure Agreement
- 8.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

IX. PRE-TERMINATION OF CONTRACT

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