



Republic of Philippines
DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



PROJECT: Supply, Delivery, Installation and Configuration of One (1) Unit Brand New Next Generation Firewall Appliance for DepEd Central Office

CONTRACT NO.: 2019-09-ICTS3(009)-BII-CB-015-C027

CONTRACT

THIS Agreement made and entered into this 27 day of **DEC 27 2019** 2019 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary for Administration, **ALAIN DEL B. PASCUA**, as per Department Order No. 67, s. 2016 (hereinafter referred to as the **"PROCURING ENTITY"**) of the one part and **AMERICAN TECHNOLOGIES, INC.** represented herein by its Authorized Representative, **MARIAN S. SERVANO** with office address at No. 5 Ideal St., Cor. McCollough, Brgy. Addition Hills, Mandaluyong, Metro Manila, Philippines, (hereinafter referred to as the **"SUPPLIER"**) of the other part;

WHEREAS, the **PROCURING ENTITY**, through the Information and Communications Technology Service-Technology Infrastructure Division (ICTS-TID), invited bids for certain goods and ancillary services as stated in the above-mentioned project consisting of one (1) lot, and received bids from lone bidder – American Technologies, Inc., has passed and approved Resolution to Award No. 2019-09-ICTS3(009)-BII-CB-015, and therefore, accepted Bids from **Supplier** for the supply of the goods and services in the sum of **PHILIPPINE PESOS FOUR MILLION, THREE HUNDRED NINETY THOUSAND AND 00/100 (P4,390,000.00) ONLY**, inclusive of VAT, (hereinafter called the **"CONTRACT PRICE"**).

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this **Contract**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form, be read and construed as part of the Contract:
 - a) The entity's Notice of Award;
 - b) Resolution to Award No. 2019-09-ICTS3(009)-BII-CB-015;
 - c) Bid Form and Price Schedule of Bidder;
 - d) The Performance Security;

[Signature]
SUPPLIER'S WITNESS

[Signature]
MARIAN S. SERVANO
SUPPLIER

[Signature]
ABRAM Y.C. ABANIL
PROCURING ENTITY'S WITNESS

[Signature]
ALAIN DEL B. PASCUA
PROCURING ENTITY


SUPPLIER'S WITNESS


MARIAN S. SERVANO
SUPPLIER


ABRAM Y. C. ABANIL
PROCURING ENTITY'S WITNESS


ALAIN DELA ROSA
PROCURING ENTITY

- e) The Supplier's Bid, including Technical and Financial Proposals, and all other documents/statements submitted;
 - f) The General and Special Conditions of the Contract;
 - g) The Technical Specifications;
 - h) The Schedule of Requirements;
 - i) Bid Bulletin No. 1 dated 17 September 2019; and
 - j) Bid Bulletin No. 2 dated 30 September 2019.
3. The Supply, Delivery, Installation and Configuration of the One (1) Unit Brand New Next Generation Firewall Appliance shall be completed **within sixty (60) calendar days** from receipt of Notice to Proceed. The Goods shall be delivered to the Department of Education, DepEd Complex, Meralco Avenue, Pasig City.
 4. The **SUPPLIER** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The Performance Security shall be posted in favor of the **PROCURING ENTITY**, and shall be forfeited in the event it is established that the **SUPPLIER** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by the **PROCURING ENTITY** of the Certificate of Final Acceptance. For this purpose, the **SUPPLIER** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **PROCURING ENTITY**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;
 5. The goods supplied under this Contract should conform to Section VII. Technical Specifications and standards mentioned in Section VI. Schedule of Requirements;
 6. In consideration of the Contract Price mentioned herein to be paid by the **PROCURING ENTITY** to the **SUPPLIER**, the **SUPPLIER** hereby covenants, unto the **PROCURING ENTITY**, to provide all of the incidental and additional services as specified in Section VI – Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;
 7. The **SUPPLIER** hereby covenants to provide all of the materials, notifications, and information pertaining to spare parts manufactured by the **SUPPLIER**, such as but not limited to the

Justine A. Corp
SUPPLIER'S WITNESS

Marian S. Servano
MARIAN S. SERVANO
SUPPLIER


Abram Y.C. Abanil
ABRAM Y.C. ABANIL
PROCURING ENTITY'S WITNESS

Alain Del P. Pascua
ALAIN DEL P. PASCUA
PROCURING ENTITY





spare parts as the **PROCURING ENTITY** may elect to purchase from the **SUPPLIER**, provided that this election shall not relieve the **SUPPLIER** of any warranty obligations under this Contract;

8. The **SUPPLIER** hereby covenants to provide advance notification to the **PROCURING ENTITY** in the event of termination of production of the spare parts, in sufficient time to permit the **PROCURING ENTITY** to procure needed requirements and to furnish, at no cost, to the **PROCURING ENTITY**, drawings and specifications of the spare parts, upon request by the **PROCURING ENTITY**;
9. Goods delivered with defects or non-compliant with the required specifications shall be rejected by the **PROCURING ENTITY** and replaced by the **SUPPLIER**. The **PROCURING ENTITY** shall have the option to inspect the **SUPPLIER'S** premises covered by the contract, at any time or stage of contract implementation, to monitor and assess **SUPPLIER'S** capacity to discharge its contractual obligations;
10. The procured goods contemplated under this contract shall be inspected by the **PROCURING ENTITY** prior to delivery at the **SUPPLIER'S** premises, or at the delivery sites, or both, at the option of the **PROCURING ENTITY**, in accordance with the provisions of Special Conditions of Contract, the Schedule of Requirements, or otherwise indicated in other parts of the bidding documents;
11. In case the **SUPPLIER** encounters condition(s) impeding timely delivery of the goods, **SUPPLIER** shall promptly notify the **PROCURING ENTITY** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such request have become apparent. **SUPPLIER** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;
12. The method and conditions of payment to be made to the **SUPPLIER** through the Government disbursement procedure within sixty (60) calendar days from submission of documents under this Contract shall be as follows:
 - 12.1. One hundred percent (100%) of the Contract Price shall be paid upon full delivery of the stated requirements below:


SUPPLIER'S WITNESS


MARIAN S. SERVANO
SUPPLIER


ABRAM Y.C. ABANIL
PROCURING ENTITY'S WITNESS



ALAIN D. PASCUA
PROCURING ENTITY

- a) Onsite delivery of hardware;
- b) Completion of installation and configuration;
- c) Completion of testing; and
- d) Complete comprehensive administration training.

13. Payment shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of payment, or a special bank guarantee in the amount equal to at least one percent (1%) of the Contract Price required in Section 62 of R.A. 9184 and its IRR. The retention money or special bank guarantee shall be released only after the lapse of the Warranty in SCC Clause 17.3;
14. The **SUPPLIER** shall be liable for the damages for the delay in its performance of the Contract and shall pay the **PROCURING ENTITY** liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. The **PROCURING ENTITY** shall deduct the liquidated damages from any money due or which may become due to the **SUPPLIER**, or collect from any of the securities or warranties posted by the **SUPPLIER**, whichever is convenient to the **PROCURING ENTITY**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **PROCURING ENTITY** may, at its option, and taking into account the greater advantage to the government, rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances;
15. Parties shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines, with the Philippines as the seat of arbitration according to the provision of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ALAIN DEL B. PASCUA
Undersecretary
PROCURING ENTITY

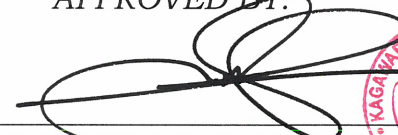

MARIAN S. SERVANO
Authorized Representative
SUPPLIER

SIGNED IN THE PRESENCE OF:


ABRAM Y.C. ABANIL
Procuring Entity's Witness


Supplier's Witness

APPROVED BY:


ATTY. SALVADOR C. MALANA III
Assistant Secretary
Procurement and Administration



CERTIFIED FUNDS AVAILABLE: ₱4,390,000.-


MA. RHUNNA L. CATALAN

Chief Accountant

11/12/23 11/17/23 12/12/23

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of **DEC 27 2019**, 2019 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

ALAIN DEL B. PASCUA

Undersecretary
PROCURING ENTITY

MARIAN S. SERVANO

Authorized Representative
SUPPLIER

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 26 ;
Page No. 8 ;
Book No. 77 ;
Series of 2019.

NOTARY PUBLIC

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 - 1-03-2019/ QC
IBP No. AR14460591 - 12-17-2018/ QC
Roll No. 30457 - 05-09-80
MCLE 5-0012536 - 12-21-2015
Adm. Matter No. NP 270 (2018 2019)

Justine C. ...
SUPPLIER'S WITNESS

M. Servano
MARIAN S. SERVANO
SUPPLIER

A. Abanil
ABRAM Y.C. ABANIL
PROCURING ENTITY'S WITNESS

ALAIN DEL B. PASCUA
PROCURING ENTITY