

MICROGENESIS SOFTWARE, INC. DOING BUSINESS  
UNDER THE NAME AND STYLE OF MICROGENESIS  
BUSINESS SYSTEMS  
(SERVICE PROVIDER)

**MISHAEL C. DAYEGO**  
Senior Solution Sales Specialist

BY:

  
**NOEL YU**  
(SERVICE PROVIDER)

SIGNED IN THE PRESENCE OF:

  
**VIRGILIO LEYBA**  
Department Manager, ITSD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

### CONTRACT NO. LOG MSSP 2023-08-063-MDC

### TWO (2) YEARS LICENSE AND SUPPORT RENEWAL OF EXISTING PALO ALTO SECURITY FIREWALLS HO-IST23-010 / PB230626-NA00155

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Officer-in-Charge, Office of the Vice President-Corporate Affairs Group, **MS. MA. ANNABEL P. VERSOZA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 1202 Paragon Plaza Bldg., EDSA cor. Reliance St., Mandaluyong City, Philippines, herein represented by its Senior Solution Sales Specialist, **MS. MISHAEL C. DAYEGO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SERVICE PROVIDER**.

**WITNESSETH: That -**

WHEREAS, on 06 June 2023, NPC posted the Invitation to Bid for the Public Bidding of the Two (2) Years License and Support Renewal of Existing Palo Alto Security Firewalls;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 26 June 2023;

WHEREAS, SERVICE PROVIDER's bid offer was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the SERVICE PROVIDER;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and Microgenesis Software, Inc. Doing Business under the Name and Style of Microgenesis Business Systems  
Two (2) Years License and Support Renewal of Existing Palo Alto Security Firewalls  
Contract No. LOG MSSP 2023-08-063-MDC

MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS (SERVICE PROVIDER)

BY:   
MISHAEL C. DAYEGO  
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:

  
NOEL YU  
(SERVICE PROVIDER)

  
VIRGILIO SULEYBA  
Department Manager, ITSD (NPC)

NATIONAL POWER CORPORATION (NPC)

BY:   
MA. ANNABEL P. VERSOZA  
OIC - Office of the Vice President  
Corporate Affairs Group

**ARTICLE I**  
**DOCUMENTS COMPRISING THE CONTRACT**

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bidding Documents for the Two (2) Years License and Support Renewal of Existing Palo Alto Security Firewalls under PR No. HO-IST23-010 / PB230626-NA00155;
2. Notice of Award dated 08 August 2023;
3. Post Qualification Report dated 17 July 2023;
4. Bid Opening Report dated 27 June 2023;
5. SERVICE PROVIDER's bid proposal dated 26 June 2023;
6. Notice to Proceed; and
7. The Performance Security to be filed by SERVICE PROVIDER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

**ARTICLE II**  
**SCOPE OF WORK**

The SERVICE PROVIDER shall cover the supply, delivery and installation of software licenses and updates, and provide technical support for the existing Palo Alto PA-3220 Security Firewalls.

All the other works not indicated on the technical specifications necessary for the complete and reliable operation of the project shall, at this moment, be provided by the SERVICE PROVIDER.

Any expenses arising from the lack of knowledge or understanding of the site's existing conditions shall be the SERVICE PROVIDER's responsibility, and NPC shall make no additional payment.

**TECHNICAL REQUIREMENTS AND SUPPORT SERVICES**

MODEL	PRODUCT DESCRIPTION
Model: PA-3220 SN: 01620103159 (Corporate-Primary)	Threat Prevention, PAN DB URL Filtering, Partner Enabled Premium Support, WildFire, Global Protect, Gold Support
Model: PA-3220 SN: N16201027647 (Corporate-Secondary)	Threat Prevention, PAN DB URL Filtering, Partner Enabled Premium Support, WildFire, Global Protect, Gold Support

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BY:

MISHAEL C. DAYEGO  
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:

  
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION (NPC)

BY:

  
MA. ANNABEL P. VERSOZA  
OIC - Office of the Vice President  
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Model: PA-3220 SN:016201037275 (SPUG)	Threat Prevention, PAN DB URL Filtering, Partner Enabled Premium Support, WildFire, Global Protect, Gold Support
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1. Service Provider shall provide 8x5 telephone and email support, including on-site support when necessary on hardware and software problems by qualified helpdesk support engineers.
2. Help Desk Support services shall cover support for technical problems, functional questions, and concerns about the hardware equipment and software.
3. The Service Provider Help Desk Support shall respond to the NPC within four (4) hours after creating a Case Number.
4. Service Provider shall process the replacement for defective product/s within three (3) days from the incident reported as verified and validated by the helpdesk support engineers. Replacement shall be made within fourteen (14) days from the date of approval from Palo Alto Networks.

**TRAINING OF PERSONNEL**

The Service Provider shall conduct a refresher technical for at least four (4) NPC personnel. The cost of the training course shall be included in the contract price.

**ACCEPTANCE CRITERIA**

The Information and Technology Services Department (ITSD) Manager shall issue a Certificate of Acceptance once the Service Provider fully meets the requirements.

**DOCUMENTS TO BE SUBMITTED BEFORE OR UPON DELIVERY**

1. Certificate of Origin from the Manufacturer
2. Warranty Certificate
3. Instruction/User Manual
4. Brochure, Catalogues and Technical Specifications

All documents shall be submitted to the Manager - ITSD for evaluation and approval before the issuance of the acceptance certificate.

**ARTICLE III  
PROJECT DURATION AND LOCATION**

The delivery period shall be **FIFTEEN (15) CALENDAR DAYS** reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

The contract duration for the license and support renewal of the existing Palo Alto Security Firewalls shall be **TWO (2) YEARS** upon receipt of complete supporting documents as NPC requires.

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Senior Solution Sales Specialist

  
NOEL YU  
(SERVICE PROVIDER)

  
VIRGIL B. SULEYBA  
Department Manager, ITSD (NPC)

  
MA. ANNABEL P. VERSOZA  
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The system shall be supplied and installed at the NPC Data Center, NPC-Head Office, Diliman, Quezon City.

**ARTICLE IV**  
**TOTAL CONTRACT PRICE AND PAYMENT TERMS**

For and in consideration of the works to be undertaken by the SERVICE PROVIDER as specified in Article II hereof, NPC shall pay the SERVICE PROVIDER the total contract amount of and not exceeding **PHILIPPINE PESOS ELEVEN MILLION FOUR HUNDRED THOUSAND (PHP 11,400,000.00) ONLY.**

All taxes, custom duties, tariffs, exports, excise and all other taxes assess and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the SERVICE PROVIDER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SERVICE PROVIDER.

**ARTICLE V**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of the SERVICE PROVIDER's obligation under this Contract, the SERVICE PROVIDER shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SERVICE PROVIDER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon

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NATIONAL POWER CORPORATION  
(NPC)

BY:



MA. ANNABEL P. VERSOZA  
OIC - Office of the Vice President  
Corporate Affairs Group

SIGNED IN THE

PRESENCE OF:



VIRGILIO S. LEYBA  
Department Manager, ITSD  
(NPC)



NOEL YU  
(SERVICE PROVIDER)

BY:



MISHAEL C. DAYEGO  
Senior Solution Sales Specialist  
(SERVICE PROVIDER)

MICROGENESIS SOFTWARE, INC. DOING BUSINESS  
UNDER THE NAME AND STYLE OF MICROGENESIS  
BUSINESS SYSTEMS  
(SERVICE PROVIDER)

default of the SERVICE PROVIDER.

In case of surety bond, any extension of the contract time granted to the SERVICE PROVIDER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the SERVICE PROVIDER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

**ARTICLE VI  
GUARANTEE**

The SERVICE PROVIDER guarantee to complete the license and support renewal of the existing Palo Alto Security Firewalls within SIXTY (60) CALENDAR DAYS at his own expense. The SERVICE PROVIDER guarantees that the system will perform as outlined in the system's manual and the Contract.

The SERVICE PROVIDER shall submit a Two (2) Years Warranty Certificate effective from the date of acceptance by NPC.

After the warranty period's lapse, if no malfunctioning is found and pending repair works, NPC shall release the warranty security/certificate.

**ARTICLE VII  
LIQUIDATED DAMAGES**

Should SERVICE PROVIDER fail to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

**ARTICLE VIII  
NON-ASSIGNMENT AND NO SUB-CONTRACT**

The SERVICE PROVIDER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the SERVICE PROVIDER of its responsibilities under the Contract. The SERVICE

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MICROGENESIS SOFTWARE, INC. DOING BUSINESS  
UNDER THE NAME AND STYLE OF MICROGENESIS  
BUSINESS SYSTEMS  
(SERVICE PROVIDER)

BY:

  
**MICHAEL C. DAYEGO**  
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:

  
**NOEL YU**  
(SERVICE PROVIDER)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**VIRGILIO S. DEYBA**  
Department Manager, ITSD  
(NPC)

  
**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

PROVIDER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SERVICE PROVIDER shall be responsible for the observance by the sub-SERVICE PROVIDER of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-SERVICE PROVIDER shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SERVICE PROVIDER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SERVICE PROVIDER because of the disapproval or removal of the sub-SERVICE PROVIDER, or because of the late submission of its approval.

**ARTICLE IX**  
**AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

**ARTICLE X**  
**SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The SERVICE PROVIDER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the SERVICE PROVIDER shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

**ARTICLE XI**  
**PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SERVICE PROVIDER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SERVICE PROVIDER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the SERVICE PROVIDER in the submission of documents, or suppression of material facts, which if known could have disqualified the SERVICE PROVIDER gives NPC the immediate

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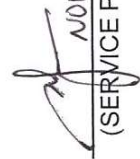
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BY:

  
**MICHAEL C. DAYEGO**  
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:

  
**NOEL YU**  
(SERVICE PROVIDER)

  
**VIRGILIO SAIZ**  
Department Manager, ITSD  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**MA. ANNABEL P. VERSOZA**  
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right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XII  
WARRANTY CLAUSE**

SERVICE PROVIDER hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SERVICE PROVIDER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3<sup>rd</sup> degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SERVICE PROVIDER and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XIII  
JOINT AND SEVERAL LIABILITY**

The liability of the SERVICE PROVIDER and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

**ARTICLE XIV  
VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XV  
EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

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**ARTICLE XVI**  
**VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 8th day of September, 2023 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**MICROGENESIS SOFTWARE, INC.**  
**DOING BUSINESS UNDER THE**  
**NAME AND STYLE OF**  
**MICROGENESIS BUSINESS SYSTEMS**  
(SERVICE PROVIDER)

BY:



**MA. ANNABEL P. VERSOZA**  
OIC - Office of the Vice President  
Corporate Affairs Group

BY:



**MISHAEL C. DAYEGO**  
Senior Solution Sales Specialist

SIGNED IN THE PRESENCE OF:



**VIRGILIO S. LEYBA**  
Department Manager, ITSD  
(NPC)



**NOEL YU**  
(SERVICE PROVIDER)

FUNDS AVAILABLE



**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	Aug. to Dec. 2023
JOB ORDER	02 113
COST CENTER	201300
AMOUNT	₱ 2,375,000.00

omit (1) ₱ 475,000.00  
non-omit (6) ₱ 1,900,000.00

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of SEP 08 2023, 2023, personally appeared **MS. MA. ANNABEL P. VERSOZA**, OIC, OVP-CAG, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300246, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

Notary Public  
Until December 31, 2023  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 161 ;  
Page No. 34 ;  
Book No. 2 ;  
Series of 2023.

**ATTY. ROBERTO M. DE GUZMAN, JR.**  
Notary Public for Quezon City  
Commission No. NP-339(2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 44291  
IBP No. 307796; 01/31/2023; Tarlac  
PTR No. 4028415; 01/03/2023; Quezon City  
MCLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor NPC Office Building  
Quezon Ave. cor. BIR Road  
Diliman, Quezon City

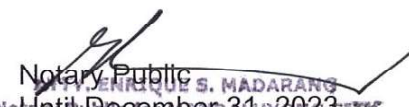
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REPUBLIC OF THE PHILIPPINES)  
MANILA ) S.S  
QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in MANILA, Philippines, this 25 AUG 2023 of \_\_\_\_\_, 2023, personally appeared **MS. MISHAEL C. DAYEGO**, Senior Solution Sales Specialist, **MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS**, with Identification Document in the form of UMID CRN-0033-9353798-6, issued by SSS at QUEZON CITY, on APRIL 2016, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

  
Notary Public  
HENRIQUE S. MADARANG  
Notary Public for and in MANILA CITY  
APPT. TO: UNTIL DEC. 31, 2023  
IBP Lifetime No. \_\_\_\_\_  
PTR No. \_\_\_\_\_  
PTR No.: 5167548/01-03-2023/MAND. CITY  
IBP Lifetime Member No. 00734/Q.C.  
MCLE Compliance No. VII-0021993/Until 04-14-23  
SUITES 1008-1010 PARAGON PLAZA BLDG.  
EDSA COR. RELIANCE ST. MAND. CITY

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Page No.: 69  
Book No.: II  
Series of 2023.

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